

relating to the Grantor's agricultural assessment tax rate previously in existence.

This property is subject to any and all rights-of-way, easements, restrictive covenants, building setbacks, zoning and other land use regulations, and any other facts that an accurate and current title search may disclose.

**RESIDENTIAL AREA PROTECTIVE COVENANTS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS**

The foregoing tract of land is subject to the following covenants, conditions, reservations, easements, and restrictions. By the acceptance of this deed, Grantee agrees that the following are to be construed as restrictive covenants running with the title to said tract and with each and every parcel deriving therefrom, and the Grantee and Grantee's heirs, successors and assigns covenant and agree that no condition shall be caused or suffered to exist in violation of the following restrictive covenants.

1. Land Use and Building Type. All property is designated as single family residential. The square footage of any habitable structure shall be a minimum of 800 square feet. Structures shall meet all County and State building codes. Any manufactured home shall be approved by Seller, his heirs and assigns, and must be no more than 5 years old when placed on the property. No manufactured home is allowed unless it is multi-sectional, is on a permanent foundation, and is not visible from the roadway. No singlewide mobile homes are allowed. Any home, whether manufactured or stick-built, shall be located a minimum of 150 feet from the road right of way. Side line setbacks shall be a minimum of 100 feet unless otherwise approved by the Grantor. No parcel shall be subdivided into tracts of less than 5 acres.

2. Outbuildings. Outbuildings are permitted as long as they are constructed with residential materials and are properly maintained. No tent, shack, garage, uncompleted structure or other outbuilding shall at any time be used as a residence.

3. Garbage and Refuse Disposal. No property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and any such materials shall be kept in containers approved by the Department of Health.

4. Animals. Any animal or other household pet is the responsibility of its owner who covenants not to allow said pet to be a nuisance to other lot owners. No animal shall be chained or tethered in any way unless there is a minimum of a 20' leash and the animal is provided adequate shelter.

The commercial raising or kenneling of dogs is permissible as long as the noise or smell associated with such activity is not offensive to any adjoining property owner; provided,

however, same is prohibited on any parcel, current or future, that is subdivided into a parcel of less than 5 acres.

The use of commercial chicken houses or the raising of swine is in no way allowed.

5. Nuisances. No noxious or offensive activity shall be conducted or carried on upon the property subject to these restrictions nor shall anything be done thereon which may be or may become an annoyance, nuisance or menace to the adjoining property owners. This would include any activity that would deprive adjoining property owners of the leisurely enjoyment and use of their land.

No vehicle of any description shall be allowed to be parked or stored on the property or on any street or public way on which it fronts unless same has a current license plate.

Activities that may create excessive noise such as racing of automobiles, four wheelers, go-carts, ATV's or other motorized vehicles are strictly prohibited. All motorized vehicles included, but not limited to those listed above, must contain a muffler system to reduce noise in order not to create an annoyance or nuisance to other adjoining property owners.

Commercial shooting ranges are not allowed. Normal target practice shall be allowed by the Grantee, provided, however, that no automatic weapons may be used for target practice. It shall be the responsibility of the Grantee to insure that an earthen backstop, berm, or some such similar backstop is located to the rear of any target area to prevent stray or errant bullets from being a danger.

6. Severability. Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions contained herein, all of which shall remain in full force and effect.

7. Variance. The undersigned signator of these covenants may grant a variance, in writing, from these covenants, upon written request of any owner if, in the sole discretion of signator, said variance will not adversely affect the adjoining property owners.

TMS #P/O 183-00-02-029

Grantee Address: 2141 Abby Lane NE, Atlanta, GA 30345