

TURNER COUNTY, GEORGIA
 TURNER SUPERIOR COURT
 FILED 11/27/06 9 AM
 DEED BOOK 2-3 PAGE 483-484
 LINDA HOUSE, CLERK

Return to: Lynn Kelley Law Firm, LLC
 P.O. Drawer 7766
 Tifton, GA 31793

**ASHBURN MEADOWS SUBDIVISION
 RESTRICTIVE COVENANTS**

GEORGIA, TIFT COUNTY:

THIS DECLARATION OF RESTRICTIVE COVENANTS is made on this the 24th day of January, 2006, by ASHBURN MEADOWS, LLC ("Owner").

WITNESSETH:

WHEREAS, Lindsey Framing, LLC is the owner of 13.11 acres, more or less, located in Land Lot 141 of the 2nd Land District of Turner County, Georgia, more particularly described on Exhibit "A" attached hereto and made a part hereof; which land is hereinafter referred to as the "Property" and/or the "Subdivision"; and

WHEREAS, Owner intends to sell and convey lots in the above-referenced tract and desires to denominate the said tract as the "Ashburn Meadows Subdivision", and further desires to impose upon said lots mutual and beneficial covenants, restrictions, and conditions governing and regulating the use and occupancy of the lots; and

WHEREAS, Owner owns other parcels of land which it may at some time in the future wish to make subject to these restrictive covenants; and

WHEREAS, these restrictive covenants are declared and to be enforced to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such improper use of surrounding building sites as will devalue the value of their property; to preserve the natural beauty of said Property; to guard against the erection thereon of poorly designed structures and structures built of unsuitable materials; to encourage the erection of attractive homes with appropriate locations on building sites; to maintain proper setbacks from streets and space between structures; and to provide adequately for quality improvements, and to enhance the value of investments of building sites;

NOW, THEREFORE, the undersigned Owner hereby declares the following restrictive covenants to be covenants running with the land on the above described parcels of land as well as any other parcels or lots which specifically refer to these covenants, which covenants shall be effective immediately upon recording in the Office of the Clerk of Turner Superior Court and shall be binding upon the Owner and upon all parties having or acquiring any right, title, or interest in and to lots in the Ashburn Meadows Subdivision.

1. The Owner may, from time to time, amend or add to these covenants, subject additional real property to the conditions, restrictions, covenants, reservations, and charges herein set forth by appropriate reference hereto.
2. No property other than that described above or hereinafter added shall be deemed subject to this Declaration, unless and until specifically made subject thereto.
3. Each lot shall be known, described, and used solely as a residential lot; and no structure shall be erected, placed, or permitted to remain on the lot other than one detached, single-family dwelling not to exceed two and one-half stories in height, together with a one or several car garage. All structures will be completed within one year from date commenced.
4. No building, fence, or other structures shall be erected, placed, or altered on any lot until the building plans, specifications, exterior color or finish, plot plans (showing the proposed

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location of such structures, drives, and parking areas), and construction schedules have been approved in writing by the Owner of the subdivision. Refusal or approval of plans, locations, or specifications may be based on any reason, including purely aesthetic, which may be based on the discretion of subdivision Owner. The exterior of said houses shall be so constructed so that no concrete blocks will be exposed on the exterior of said houses. One copy of all plans and related data shall be furnished to subdivision Owner for its records, along with dated written request to approve such plans within twenty (20) days of the date submitted. Owner shall within twenty (20) days approve or disapprove the plans in writing by letter to the party submitting the plans.

5. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a lawn for walks, drives, private swimming pool, tennis courts, and other appropriate facilities, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying the Premises.

6. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood.

7. No trailer, basement, tent, shack, garage, barn, or other building erected on the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence, nor such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling. No mobile home, manufactured home, or modular home shall be parked or erected upon said property.

8. For a one-story residence, the floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet. In case of a one and one-half, two, or two and one-half story structure, the ground floor shall not be more than 1,000 square feet; provided, however, that no dwelling may be erected upon said lots until the plans and specifications for such dwellings are first submitted to the Owner for approval or disapproval in accordance with the time limits specified above.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept. Pet birds must be confined to cages. No vicious dogs may be kept on the lot. Owner may at its discretion declare any animal a hazard to the community and upon request, the owner of such animal shall remove same from the premises within thirty (30) days from the date of request.

10. Owner may transfer, convey, devise, or bequeath any rights that Owner has related to these covenants.

11. No junked automobiles, trucks, vehicles, appliances, or any other type of junked personal property may be stored, discarded, or kept on the above described property.

12. Each lot shall be kept neat and free of trash, garbage, and other unsightly material.

13. Except on garbage pickup days, the lot owner shall not allow receptacles to be kept on the road.

14. Owner reserves the right without notice to grant utility and drainage easements thirty (30) feet in width on all exterior lot lines without the requirement of obtaining the permission of any lot owner.

15. No placards or advertising of any nature, other than as relates to the sale or leasing of any property, in said subdivision, shall be placed and maintained upon any lot or in or upon any building which may be erected thereon and which can be seen from the street. In no event shall such placards or sign be more than four (4) feet square.

16. No lot may be re-subdivided, and only one residence may be erected on any one lot.

17. No building shall be erected on said Property so that the base of the buildings or support structures thereof shall be more than 60 feet to the center line of the street right of way line, nearer than 30 feet to the rear lot line, or nearer than 10 feet to any side property line.

18. All clothes lines or drying yards shall be so located so as not to be visible from the street or from the waterfront.

Magnetic North

Survey For: ASHBURN MEADOWS

Located in Land Lot # 141
Second Land District
City of Ashburn
Turner County, Georgia
Scale: 1" = 120"
Date: November 25, 2005

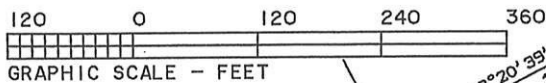
THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND FOUND TO BE ACCURATE WITHIN
ONE FOOT IN 100,000 +

SUNBELT SURVEYORS, INC.

Roger A. Medders R.L.S.
205 E. KELLEY STREET
SYLVESTER, GEORGIA 31791
229 - 776 - 4750



IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF
LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE
MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



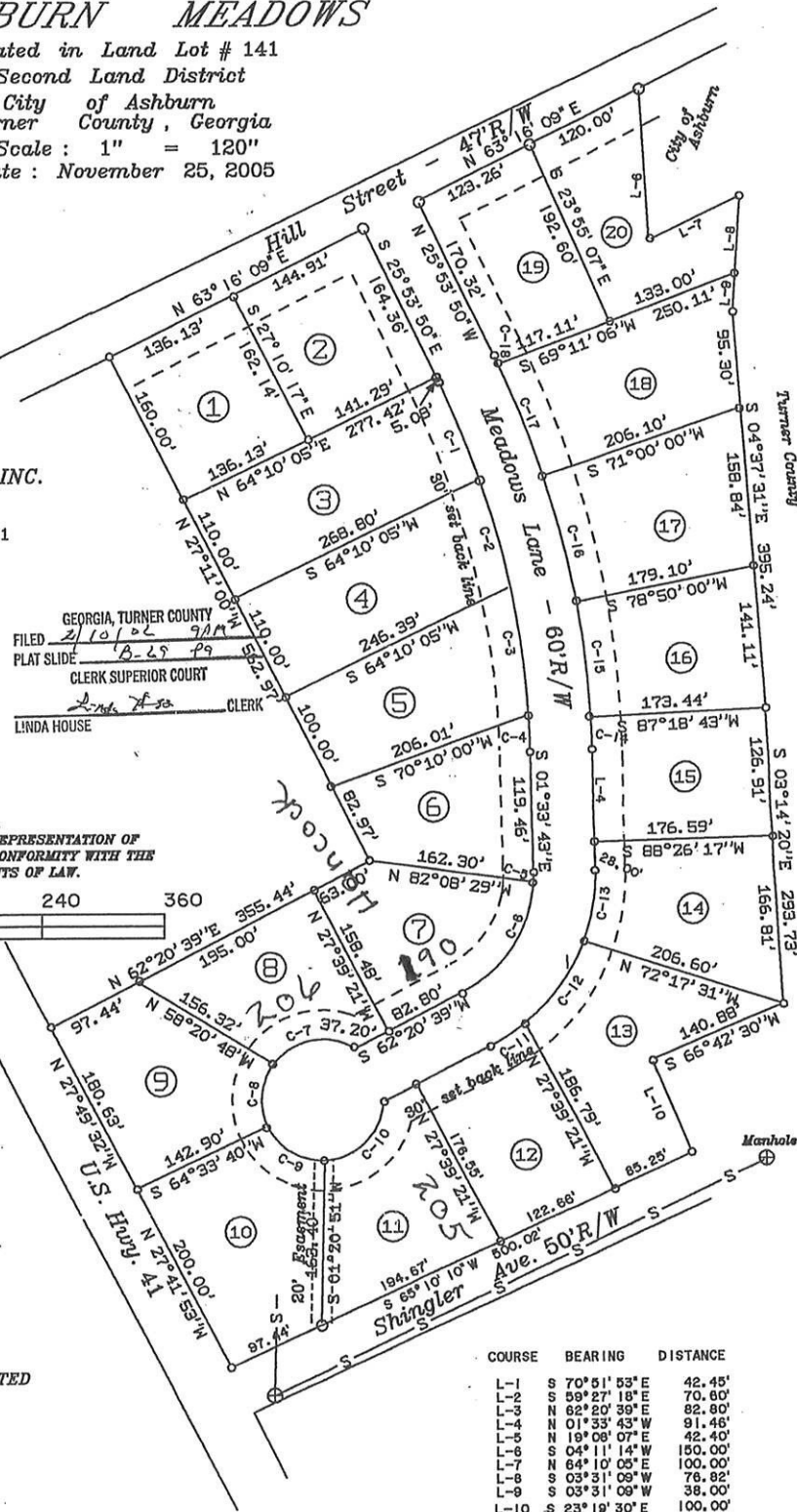
LEGEND:

- — Concrete Marker
- I.P.F. — IRON PIN FOUND
- I.P.S. — IRON PIN SET
- X---X--- FENCE

EQUIPMENT USED:
TOPCON TOTAL STATION
HP 48 GX DATA COLLECTOR
C AND C SOFTWARE

THE FIELD DATA UPON WHICH
THIS MAP OR PLAT IS BASED
HAS A CLOSURE PRECISION
OF ONE FOOT IN 10000+
FEET, AND AN ANGULAR
ERROR OF 0" PER
ANGLE POINT AND WAS ADJUSTED
USING COMPASS RULE;

- Lot 1 — 0.50 Acres
- Lot # — 0.53 Acres
- Lot 3 — 0.892 Acres
- Lot 4 — 0.853 Acres
- Lot 5 — 0.583 Acres
- Lot 6 — 0.501 Acres
- Lot 7 — 0.519 Acres
- Lot 8 — 0.500 Acres
- Lot 9 — 0.598 Acres
- Lot 10 — 0.850 Acres
- Lot 11 — 0.551 Acres
- Lot 12 — 0.506 Acres
- Lot 13 — 0.846 Acres
- Lot 14 — 0.581 Acres
- Lot 15 — 0.502 Acres
- Lot 16 — 0.513 Acres
- Lot 17 — 0.828 Acres
- Lot 18 — 0.836 Acres
- Lot 19 — 0.514 Acres
- Lot 20 — 0.512 Acres



COURSE	BEARING	DISTANCE
L-1	S 70° 51' 53" E	42.45'
L-2	S 59° 27' 18" E	70.60'
L-3	N 62° 20' 39" E	82.80'
L-4	N 01° 33' 43" W	91.46'
L-5	N 19° 08' 07" E	42.40'
L-6	S 04° 11' 14" W	150.00'
L-7	N 64° 10' 05" E	100.00'
L-8	S 03° 31' 09" W	76.82'
L-9	S 03° 31' 09" W	38.00'
L-10	S 23° 19' 30" E	100.00'

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH. BEARING
C-1	897.57'	52.62'	105.12'	6° 42' 38"	6° 23' 00"	105.06'	S 22° 32' 31" E
C-2	897.57'	53.98'	111.81'	7° 08' 15"	6° 23' 00"	111.74'	S 15° 37' 05" E
C-3	897.57'	63.99'	127.76'	8° 09' 20"	6° 23' 00"	127.65'	S 07° 58' 18" E
C-4	897.57'	18.27'	36.53'	2° 19' 55"	6° 23' 00"	36.53'	S 02° 43' 40" E
C-5	130.33'	5.00'	10.00'	4° 23' 47"	43° 57' 49"	10.00'	S 00° 38' 10" W
C-6	130.33'	74.50'	135.36'	59° 30' 35"	43° 57' 49"	129.36'	S 32° 35' 21" W
C-7	80.00'	55.69'	89.78'	85° 43' 55"	95° 29' 35"	81.63'	S 79° 29' 41" W
C-8	60.00'	36.08'	64.98'	62° 03' 04"	95° 29' 35"	61.85'	S 05° 35' 12" W
C-9	60.00'	39.33'	69.62'	68° 29' 08"	95° 29' 35"	65.78'	S 58° 40' 53" E
C-10	60.00'	55.69'	89.78'	85° 43' 55"	95° 29' 35"	81.63'	N 45° 12' 37" E
C-11	190.33'	20.07'	40.00'	12° 02' 30"	30° 06' 15"	39.93'	N 56° 19' 24" E
C-12	190.33'	51.18'	100.00'	30° 06' 15"	30° 06' 15"	98.85'	N 35° 18' 02" E
C-13	190.33'	36.58'	72.28'	21° 45' 37"	30° 06' 15"	71.85'	N 09° 19' 06" E
C-14	957.57'	16.00'	32.00'	1° 54' 53"	5° 59' 00"	32.00'	N 02° 31' 10" W
C-15	957.57'	97.57'	115.00'	6° 52' 51"	5° 59' 00"	114.93'	N 08° 55' 02" W
C-16	957.57'	65.10'	130.00'	7° 46' 43"	5° 59' 00"	129.80'	N 14° 14' 49" W
C-17	957.57'	59.93'	119.71'	7° 09' 46"	5° 59' 00"	119.63'	N 21° 43' 03" W
C-18	957.57'	5.00'	10.00'	0° 35' 54"	5° 59' 00"	10.00'	N 25° 35' 53" W