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After recording, please return to:  
JAY, SHERRELL, SMITH & BRADY, P.C.  
P. O. BOX 308  
FITZGERALD, GA 31750

FILED & RECORDED  
BH  
MAR 27 2003  
3:12 P.M.  
*Laura D. White*  
CLERK, SUPERIOR COURT, BEN HILL CO., GA.

P-3888

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published on this 16<sup>th</sup> day of January, 2003, by WINIFRED WHITE JOHNSTON.

WITNESSETH:

THAT WHEREAS, Winifred White Johnston is the owner of all of the lots in a subdivision known as Burnside Estates, as shown by the plat of said subdivision prepared by T. W. Ash, Georgia Registered Land Surveyor No. 2096, dated Jan. 21, 2003, and recorded in Plat Slide No. 659-A in the office of the Clerk of the Superior Court of Ben Hill County, Georgia; and

WHEREAS, said owner desires to establish restrictive covenants as to all lots shown on said plat; and

WHEREAS, it is to the interest, benefit and advantage of said owner and to each and every person who shall hereafter purchase any tract in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by said owner, and each and every subsequent owner of any of said tracts in said subdivision, Winifred White Johnston does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said tracts, and to all persons owning said tracts, or any of them; these protective covenants shall become effective immediately and run with the title to said land and shall be binding on all persons claiming by, through or under said owner, until December 1, 2022:

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1. No lot shall be used for any purpose other than residential and no residence shall be built, remodeled or allowed to remain on any lot other than one detached dwelling having a square footage under roof of not less than 1,500 square feet of heated and cooled floor space, excluding patios and carports.

2. No manufactured housing, house trailer, mobile home, modular home or temporary home or dwelling shall be placed, constructed or maintained on any lot in said subdivision.

3. The enforcement of any of these restrictions or covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and the same may be to restrain the violation, recover damages or both.

4. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions contained herein, which shall remain in force and effect.

5. It is understood and agreed that the above listed restrictive covenants shall be construed as covenants running with the lot and they shall be enforceable by the owner of any lot in said subdivision or by the owner of any real property located within 2,000 feet of said subdivision or any part thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand, affixed her seal and delivered these presents the day and year first above written.

*Winifred White Johnston* [SEAL]  
Winifred White Johnston

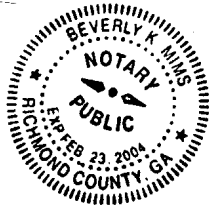
Owner

Signed, sealed and delivered  
in the presence of

*[Signature]*  
Unofficial witness  
*Beverly K. Minor*

NOTARY PUBLIC  
My commission expires: 2/23/04  
Date of notarization: 1/16/23

[NOTARY SEAL]



JESIII79:JOHNSTON-REST-COVENANTS