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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF GEORGIA
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 7th day of June, 1993, by **GEORGE PERRY McCRANIE, JR.**, hereinafter "**Owner**",

WITNESSETH:

WHEREAS, Owner is the owner of the following described property, hereinafter "**premises**":

All that certain tract or parcel of land lying and being in Land Lot 327 of the Sixth Land District of Tift County, Georgia, and being more particularly described as follows: To obtain the point of beginning, **COMMENCE** at the northeast corner of Land Lot 327, and travel thence south 0 degrees 1 minutes 19 seconds west 150 feet to the point or place of beginning of the tract herein described. From said beginning point, travel south 0 degrees 1 minute 19 seconds west 150 feet; thence travel south 0 degrees 3 minutes 28 seconds west 1,085.26 feet; thence travel north 87 degrees 26 minutes 28 seconds west 2,212.11 feet; thence travel south 65 degrees 21 minutes 47 seconds west 1,159.28 feet; thence travel south 86 degrees 54 minutes 23 seconds west 1,102.98 feet to the east right of way line of County Road No. 125; thence travel north 0 degrees 27 minutes 24 seconds east 1,628.85 feet to the southwest corner of lands previously deeded to Ronald E. Gibbs; thence travel in an easterly direction along the south right of way line of lands previously deeded to Ronald E. Gibbs for a distance of 4,350 feet, more or less, to the point or place of beginning of the tract herein described.

WHEREAS, it is to the interest, benefit and advantage of Owner that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the premises be established, set forth and declared to be covenants, conditions and restrictions running with the land.

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NOW THEREFORE, in consideration of the premises, Owner does hereby establish, promulgate and declare the following covenants, conditions and restrictions to apply to the premises and to all persons owning the premises hereafter:

1. Lots shall be used for residential purposes only.
2. Mobile homes shall be allowed, but no mobile home may be less than 24 feet in width or less than 36 feet in length for a double-wide mobile home. No mobile home more than three year of age at the time of location shall be placed on any lot without the express written consent of the undersigned owner. No mobile homes shall be placed upon any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes or modular homes.
3. All mobile homes, and any other type of dwelling will be skirted by enclosing the entire area between the dwelling and the ground with standard skirting material.
4. Conventional site-built homes shall be allowed, provided there is a minimum of 900 square feet of living area, excluding carports.
5. Nuisances. No noxious or offensive activity shall be carried or permitted or upon the premises, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property. No substance or material shall be kept or maintained on the premises which would emit foul or obnoxious odors.

6. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except that dogs, cats or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purpose and that there are not more than two pets per member of each household. No pet shall be allowed or permitted to become a nuisance to the owner of any adjacent property.
7. **No business enterprise whatsoever shall be conducted on the property. No junk or abandoned automobiles shall be allowed to remain on any lot.**
8. **Garbage and refuse disposal.** No part of the premises shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause the premises to appear to be in an unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon the premises except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.
9. **Commercial and non-operable vehicles.** No commercial vehicle, construction equipment, or any non-operable vehicle of any type shall be permitted on the premises unless kept in completely enclosed garage.

10. **Lawn maintenance.** No weeds, underbrush or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of the premises and no lawn shall be allowed or permitted to become overgrown or unkept.
11. **Maintenance of structures.** Buildings and other structures constructed on the premises shall be maintained in essentially the same state as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.
12. **No permanent structures shall be erected on the northernmost 150 feet of the above described property.**
13. **Should any of the foregoing covenants be violated, any person or persons owning any portion of said real estate or the undersigned, shall have the right to prosecute in any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants to prevent such violations or to recover damages.**
14. **If any covenant contained herein shall be held invalid by judgement or other court order, such holding shall in no wise affect any of the other provisions and covenants and the same shall remain in full force and effect.**

15. All setback lines and building locations are according to county requirements.

IN WITNESS WHEREOF the owner has hereunto signed his name and affixed his seal on the day and year first above written.

George Perry McRanie, Jr.
GEORGE PERRY MCRANIE, JR.

Signed, sealed and delivered on this 16th day of June, 1993, in the presence of:

Gulian C. Pate
Unofficial Witness

Barry N. Smith
Notary Public

[SEAL]

ACFORMS/DISTRICT/MS

SIMS & FLEMING, P.C.
823 Love Ave., P.O. Box 1165
Tifton, Georgia 31793
(912) 386-0964

STATE OF GEORGIA, TIFT COUNTY
CLERK'S OFFICE, SUPERIOR COURT
This 16th day of June 1993
at 1:38 P.M. Recorded 16th
day of June 1993
Deed Book 479 Page 57
Gulian C. Pate Clerk