EXHIBIT "A"

As part of the consideration of this conveyance, it is understood and agreed that the heretofore described real estate is being sold subject to the hereinafter listed restrictive covenants which shall be construed as covenants running with the land and they shall be applicable to said property for a period of twenty years from the date of this instrument.

- 1. The lot shall be used only for single family residential purposes and shall have no structure constructed thereon not in conformity with these covenants.
- 2. No residence shall be built, remodeled or allowed to remain on this lot other than one detached single family dwelling of not more than two and one-half stories in height above the ground level, and having a heated area of not less than 1800 square feet excluding porches, patios and garages.
- 3. No detached garage or other outbuilding shall be erected, placed, maintained or used for living purposes on this lot.
- 4. No building, any part of which is designed for dwelling purposes, shall be occupied for living purposes until completed.
- 5. None of the lands described herein shall be resubdivided and sold and the entire area shall be kept in the same footage.
- 6. No more than one residence shall be erected on this lot.
- 7. The single family residence erected on this lot shall have an exterior finish of either brick, stone, wood, glass, stucco or other exterior material comparable in appearance and quality, provided the same is approved by the Grantor or his designee in writing. All materials used in the construction of any dwelling or outbuildings, which are permitted, must be of new material, unless otherwise approved by Grantor or his designee in writing. No existing structure of any kind, nature or description may be moved upon this lot, unless prior approval is obtained in writing from the Grantor or his designee.
- 8. Only one outbuilding may be constructed on this lot. The outbuilding can be no more than one story in height and must be constructed out of the materials and with the same limitations as required of the main residence, as described in Paragraph 7 herein. Any outbuildings placed on this lot shall be located to the rear of the residence and shall not be

- located closer than 15', including eaves, from any side boundary line or rear boundary line of this lot.
- 9. No septic tank shall be installed on this lot without the prior written approval of the Grantor or his designee in writing. Any septic tank installed must be constructed within the specifications of the Department of Human Resources of the State of Georgia.
- 10. No fences shall be placed or constructed upon any residential lot in the area extending from the front of the main residence to the street fronting on said residential lot. Any such fence permitted to be constructed as hereinafter outlined to the rear of the residence shall not exceed 6' in height and must be constructed out of brick, stone, or wood. The specific materials and the design of the fence must be approved by the Grantor or his designee prior to building any fence.
- 11. No obnoxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbor-hood. No commercial enterprise of any kind, nature or description shall be conducted or permitted upon this lot.
- 12. No animals, livestock or poultry of any kind, nature or description shall be raised, bred or kept on this lot, except that dogs, cats or other household pets may be kept, provided they are not bred or maintained for any commercial purposes. Any household pets permitted on this lot shall be reasonable in number and no household pet may be maintained on this lot that is of a vicious or dangerous nature to humans or other animals. No household pets permitted on this lot shall be penned or confined, whether it be in a pen, detained or leashed.
- 13. The main dwelling erected on this lot shall be located not closer than 50' feet from the front line and no closer than 25' to the side and rear lines. For the purpose of this covenant, eaves, steps, carports and open porches shall be considered as a part of the residence. If a person should buy more than one lot, then these setback lines would apply to the outer boundary lines.
- 14. No vehicle or any power driven machine that is abandoned shall be permitted to remain on this lot and should such occur, then the Grantor or his designee shall have the right to remove the same therefrom without being guilty of trespass, tort or any criminal act. For the purpose of this covenant, any such vehicle or power driven machine that is inoperable for a period of at least ninety (90) days shall be

- considered abandoned. No major mechanical work shall be performed on any vehicle or power driven machine on this lot.
- 15. No sign or advertising devise of any character shall be erected or maintained on any part of this lot except one sign may be placed thereon advertising such lot or residence for sale or rent and such permitted sign shall not exceed eighteen inches by twenty-four inches in size.
- 15. Until a residence is erected on this lot, the Grantor or his designee shall have the right at all times to enter upon this lot or lots for the purpose of removing debris or trash therefrom or to trim and cut objectionable trees and weed growth on said property or harrow said lands for the purpose of keeping the property clean and orderly in appearance, all of which the Grantor or his designee hereto may do without being guilty of trespass, tort, or any criminal act.
- 17. The foundations of all buildings erected on this lot shall be underpinned on all sides and there shall be no raw concrete block exposure on any building.
- 18. No mobile homes or temporary dwelling buildings shall be placed, constructed or maintained on said property, except in a case where the main dwelling has been damaged or destroyed by fire or other hazard and such owner needs temporary dwelling until the main residence can be restored or rebuilt. However, in this event, said temporary dwelling or mobile home, which must be approved by Grantor or his designee, will not be permitted to remain on said property more than twelve (12) months from the time of the fire or other hazard.
- 19. It is understood and agreed that any and all utility lines necessary to serve any structure erected on this lot shall be run underground by the Grantees from the edge of said lot to said structure.
- 20. The enforcement of any of these restrictions or covenants shall be by proceedings at or in equity against any person or persons violation or attempting to violate any covenant either to restrain violation or to recover damages.
- 21. The invalidation of an 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.

While these restrictions are being placed in each individual deed, it is understood that such restrictions shall only apply to each and every lot

where applicable that is shown on a plat made by M. Rhett Royal, dated April 24, 1985 and recorded in Plat Book 9, Page 250, in the Public Records of Irwin County, Georgia. It is to be specifically understood that such restrictions do not apply to any remaining properties located in this are and owned by the Grantor.

It is specifically agreed by and between the Grantor and the Grantees that should it become necessary, at any time, to convey an interest in such areas to any government body or any entity for providing identified service, then the Grantor and the Grantees shall execute any and all documents necessary to effect such dedication, purpose or conveyance without charge or cost to said governmental body or said entity therefore.

Grantor may designate any person or persons to act for him in carrying out the agreements contained herein and such person shall be known as his designee.

Grantees herein are executing this instrument as written evidence of their acceptance and agreement to all of the covenants, restrictions, terms, conditions and agreements as set out in this instrument.

Accepted by:

R. SIDNEY ROSS GRANTOR

KYLE W. PAULK

STEVE GRIFFIN

BAILEY DICKENS - GRANTEES LOCAL BOARD OF TRUSTEES OF

OCILLA CHURCH OF GOD

