

Filed 4-18-1989 Recorded 4-18-1989 John T. Lindsey, CSC

RESTRICTIVE COVENANTS

VOL 0345 PAGE 280

FOR

SPRINGFIELD SUBDIVISION

GEORGIA, TIFT COUNTY.

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 12
day of April, 1989, by J. ARDENE WIGGINS ("Owner").

W I T N E S S E T H:

WHEREAS, J. ARDENE WIGGINS is the owner of 276.60 acres,
located in Land Lots 237 and 270 of the Sixth Land District of
Tift County, Georgia, and being specifically shown on a plat of
survey by M. Rhett Royal, Land Surveyor, dated March 16, 1989,
and recorded in Plat Book 19, Page 96, Tift County, Georgia
Records, which plat is by this reference incorporated herein; and

WHEREAS, Owner is about to sell and convey lots in the
above-referenced tract and desires to denominate the said tract
as "Springfield 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;

NOW THEREFORE, the undersigned Owner hereby declares the
following restrictive covenants to be covenants running with the
land, which covenants shall be effective immediately upon
recording in the Office of the Clerk of Tift 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
Springfield Subdivision.

- (1) Lots shall be used for residential purposes only.
- (2) No lot shall be resubdivided to less than 2.50 acres.
- (3) Travel trailers, campers, motor homes and tents shall
not be permitted to remain on any lot longer than 90 days per
year; however, an owner with a permanent dwelling on his lot will
be allowed to maintain or park a travel trailer or motor home on
his lot.

RECEIVED
TIFT COUNTY
CLERK'S OFFICE
1989 APR 17 PM 3:06
JOHN T. LINDSEY
CLERK
GARY C. SOWELL, PC.
Attorney at Law
P.O. BOX 7708
MONTICELLO, GEORGIA 31793

(4) Conventional site built homes shall be allowed, provided there is a minimum of 1500 square feet of heated living area, excluding carports.

(5) No swine whatsoever shall be raised, bred, or kept on any lot. No other livestock or poultry shall be raised, bred, or kept on any lot for commercial purposes. Horses and other livestock, not held for commercial purposes, shall be allowed so long as the same does not create a nuisance.

(6) No business enterprises whatsoever shall be conducted on the property. No junk or abandoned automobiles shall be allowed to remain on any lot.

(7) All lots shall be kept neat and free of trash, garbage and other unsightly material.

(8) The undersigned reserves the right, without notice, to grant utility and drainage easements 20 feet in width on all exterior lot lines, and 10 feet on all interior lines, of every lot.

Should any of the foregoing covenants be violated, any person or persons owning any lot or the undersigned, shall have the right to prosecute 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.

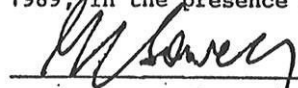
If any covenants contained herein shall be held invalid by judgment or other court order, such holding shall not affect any of the other provisions and covenants and the same shall remain in full force and effect.

IN WITNESS WHEREOF, J. Ardene Wiggins has caused these Restrictive Covenants to be executed and has hereunto set his hand and affixed his seal on this the 12 day of April, 1989.


J. Ardene Wiggins

[LS]

Signed, sealed and delivered this 12 day of April, 1989, in the presence of:




Notary Public

My Commission expires: 12/1/90

4-21-1989 Recorded 4-21-1989 John T. Lindsey, CBC

AMENDMENT TO
RESTRICTIVE COVENANTS VOL 0345 PAGE 341
FOR SPRINGFIELD SUBDIVISION

GEORGIA, TIFT COUNTY

THIS AGREEMENT TO RESTRICTIVE COVENANTS is made this 20
day of April, 1989 by J. ARDENE WIGGINS ("Owner").

W I T N E S S E T H :

WHEREAS, the Owner owns all of the real estate known as
Springfield Subdivision in Land Lots 237 and 270 in the Sixth
Land District of Tift County, Georgia; and

WHEREAS, the owner encumbered the said property with
Restrictive Covenants dated April 12, 1989, and recorded in Deed
Book 345, Page 280 in the office of the Clerk of Tift Superior
Court; and

WHEREAS, the Owner desires to amend the above-referenced
restrictive covenants as follows:

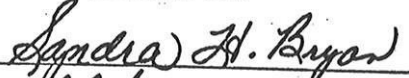
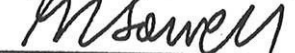
Paragraph #4 is amended to add the following language at the
conclusion thereof:
"The term 'coventional site built homes' shall be defined
according to the Southern Building Code."

A new paragraph, known as Paragraph #9, shall be added as
follows:
"(9) No mobile homes shall be used for any reason either
temporarily or permanently upon any of the said lots."

IN WITNESS WHEREOF, the Owner has caused these Amendments to
Restrictive Covenants for Springfield Subdivision to be executed
by affixing his hand and seal hereto on the day and year first
above written.


J. ARDENE WIGGINS [LS]

Signed, sealed and delivered
this 20 day of April, 1989,
in the presence of:

Notary Public
My commission expires: 7-26-91

RECEIVED
TIFT COUNTY
CLERK'S OFFICE
1989 APR 21 AM 11:38

JOHN T. LINDSEY
CLERK
BY

GREGORY C. SOWELL, PC.
Attorney at Law
P.O. BOX 7788
TIFTON, GEORGIA 31793

