

# SERAPH PONTE SUBDIVISION

DEVELOPED BY: CHARLES SANFORD & TOM HARDIGH

DATE: DECEMBER 28, 1999 --- SCALE: 1" = 100'

FILE: SERAPH

BOOK 526 177  
PAGE 7-18-05  
WARRANTY DEED

FILED IN OFFICE  
HART COUNTY SUPERIOR COURT

After recording, return to:  
THE GORDON LAW FIRM  
415 East Howell Street  
Post Office Box 870  
Hartwell, Georgia 30643

2005 JUL 18 PM 3:29

Handwritten notes: "Hand", "Paid \$ 24.50", "Date 7-18-05", "Carolyn Aulima", "Notary Public"

Carolyn Aulima  
DEPUTY CLERK

STATE OF GEORGIA  
COUNTY OF HART

WARRANTY DEED

THIS INDENTURE, made this 15<sup>th</sup> day of July, 2005, between Bob Beck and Franky Beck of Hart County, Georgia, hereinafter called Grantor, and Ellzabeth Hulsey Marshall of Clarke County, Georgia, hereinafter called Grantee:

WITNESSETH: That Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, have granted, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee, her heirs and assigns all their interest in and to the following described property, to-wit:

All that lot or parcel of land, lying and being in the 1115<sup>th</sup> G.M. District, Hart County, Georgia, being known and designated as Lot No. Eight (8) of Seraph Pointe Subdivision. This lot or parcel of land is bounded, substantially as follows: North by the right of way of Seraph Pointe Road; Northeast by Lot No. Seven (7) of said subdivision; Southeast by property of the U.S. Government (Lake Hartwell); and Southwest by Lot No. Nine (9) of said subdivision. This lot or parcel of land is more particularly shown and delineated as Lot No. Eight (8) on a subdivision plat of survey dated April 22, 2000, prepared for Charles Sanford & Tom Hardigree by Bauknight & Associates, Inc., W. Slate Bauknight, Georgia Registered Land Surveyor, recorded in Plat Book 2-G, at Page 287, Hart County, Georgia Deed Records. Said plat and the recordation hereof are by reference incorporated herein and made a part of this description.

ALSO CONVEYED HEREIN is a non-exclusive, perpetual easement for ingress, egress and utilities over and across the private road known as Seraph Pointe Road, which is more particularly shown on the above-referenced plat of survey, also over and across that strip of land containing 0.071 of an acre, more or less, designated as "access" on the above-referenced plat of survey.

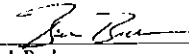
ALSO CONVEYED HEREWITH is a non-exclusive, perpetual easement over and across those two parcels of land containing 1.481 acres, more or less, and 2.909 acres, more or less, which are designated as "Recreational Area" on the above-referenced plat. This easement is granted to provide Grantee an area for recreational activities which are governed by the terms and conditions of the Declaration of Seraph Pointe Subdivision and Seraph Pointe Homeowners Association, Inc. dated July 19, 2000, recorded in Deed Book 361, Pages 86-109, Hart County, Georgia Deed Records. The terms, conditions, obligations, restrictions, easements, and agreements of said declaration are by reference incorporated herein and made a part of this conveyance.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

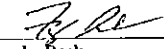
AND THE SAID Grantors will warrant and forever defend the right and title to the described property unto the said Grantee against the claims of all persons whomsoever.


IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

 (SEAL)  
Bob Beck

WITNESS

 (SEAL)  
Franky Beck

  
NOTARY PUBLIC, Hart County, Georgia  
Commission expiration: 8/8/2005



- (f) "Person" shall mean and refer to any natural person, as well as to a corporation, joint venture, partnership (general or limited), limited liability company, association, trustee, or other legal entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

**PROPERTY HEREBY SUBMITTED TO THIS DECLARATION.** The Lots which are, by the recording of this Declaration, subjected to the covenants and restrictions herein set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of this Declaration are those Lots described on Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE III

MAINTENANCE, USE AND ARCHITECTURAL RESTRICTIONS

In order to preserve and enhance the value of Lots and to maintain a harmonious relationship among structures, all of the following architectural, maintenance, and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration:

**Section 1. No Subdivision of Lots.** No lot shall be partitioned or subdivided, or its boundary lines changed, except with the prior written approval of Declarant. In the event of the modification of a Lot, all covenants and restrictions set forth herein shall apply to each new Lot so created. Any such subdivision, boundary line change, or replatted Lot shall not be in violation of applicable governmental subdivision and zoning regulations. No Lot shall be partitioned or subdivided without the prior written approval of the holder of any Mortgage encumbering such Lot.

**Section 2. Harmony of Improvements.** All improvements to all Lots shall be in harmony with the exterior finishes, colors, designs and quality of improvements to all other Lots, and shall be constructed and maintained in conformity with the existing standards of the Development.

**Section 3. Easements.** Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat (a) depicting such Lot, as well as to such other easements as may be set forth in this Declaration.

**Section 4. Construction Requirements.** In addition to all requirements set forth elsewhere in this Declaration, the construction, maintenance, renovation, and repair of improvements to Lots shall be subject to all of the following provisions:

- (a) The minimum square footage requirement for any residence to be constructed on any Lot shall be 1,600 square feet of enclosed living area. The term "enclosed living area" shall not include basements, garages, terraces, decks, open or screened porches, and the like. The term shall include, however, any closed-in, heated porch if the roof of such porch forms an integral part of the roof line of the main dwelling or if it is on the ground floor of a two-story structure. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not exceeding two stories in height and a private garage for not more than three cars.
- (b) Whenever a building erected on any Lot is constructed in whole or in part of concrete, concrete blocks, Cinder blocks, or other fabricated masonry block units, such concrete or blocks shall be veneered with stucco, brick, stone, or siding.
- (c) No front entry open carports will be allowed on any Lot.
- (d) Where applicable, a silt fence must be utilized on each Lot after grading.
- (e) All Lots must be landscaped, with the front, side and rear lawns being sodded, seeded or finished with other appropriate ground cover, with basic shrubbery placed.
- (f) All improvements to all Lots shall be completed in a good, professional, workmanlike manner, as expeditiously as is reasonably practicable after commencement of construction or repair. In no event shall the completion of any improvement or repair to any Lot exceed a period of one (1) year from the date of the issuance of a building permit until the date of issuance of a certificate of occupancy (or, in the

case of an improvement or repair for which no building permit is required, then from the date of commencement of work to the date of completion of work).

- (g) At all times during which there is in progress construction, renovation or repair of a building upon a Lot, the Owner of such Lot shall maintain liability insurance insuring against personal injury and property damage suffered by Persons within or outside the Development which results from such activities.

**Section 5. Construction and Sale Period.** Any provisions contained in this Declaration to the contrary notwithstanding, it shall be expressly permissible for builders of dwellings upon Lots to maintain and carry on, during the period of construction and sale of dwellings upon Lots by Declarant or by builders, upon such portions of the land within the Development as Declarant may deem necessary or desirable, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the sale of Lots and/or the construction and sale of dwellings upon Lots, including without limitation the placement and use of business offices, model homes, sales offices, and signs. The right to maintain and carry on such facilities and activities shall include specifically, but without limitation, the right to use dwellings, mobile homes, and temporary structures owned by the Declarant or by such builders as model homes and offices for the sale of Lots and/or for the construction of dwellings in the Development.

**Section 6. Architectural Control.** In addition to all other requirements set forth in this Declaration, all Lots shall be governed by the following architectural control requirements:

- (a) No house, dwelling or other building, nor any fence, wall, road, driveway, parking area, tennis court, swimming pool, mailbox, or other structure or improvement of any kind be commenced, constructed, erected, placed, located, maintained, altered, changed, added to, modified, or reconstructed on any Lot, nor shall any exterior addition to, or alteration, change, or modification to, any existing structure or improvement, or the color thereof, be constructed, erected, placed, or maintained on any Lot, unless and until the plans (including without limitation plot plan and/or topographical study) and specifications thereof showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to, and approved in writing by, Declarant. As used in this Section 7 of Article III, "improvement" shall mean and include any improvement, change, alteration, or modification of appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Plans and specifications for proposed improvements (as well as samples of materials and finishes, if requested by Declarant) shall be submitted to Declarant for Declarant's review and approval in accordance with standards and procedures which Declarant shall adopt from time to time and make available upon request to Lot Owners; nothing herein contained shall be construed to restrict or limit Declarant's right to revise such standards and procedures from time to time as to proposed improvements for which the plans and specifications have not yet been approved by the Declarant. If Declarant shall have neither approved nor disapproved in writing such plans and specifications within one (1) month after receipt by Declarant of all of such plans, specifications and requested samples, then such plans and specifications shall be deemed approved. Anything to the contrary contained in this Declaration notwithstanding, if and when, in the sole opinion of Declarant, the character of the Development shall have become stabilized, Declarant shall have the unilateral right to release (and thereupon cease to exercise) any and all architectural controls which are reserved to Declarant under any of the provisions of this Declaration.
- (b) Declarant shall not be responsible or liable in any way for any defects in any plans or specifications approved by Declarant, nor for any structural defects in any work done according to such plans and specifications. Further, Declarant shall not be liable to anyone submitting plans or specifications for approval under Section 7 of Article III, or to any Lot Owner, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve or disapprove, any such plans or specifications. Every Person who submits plans or specifications to Declarant for approval agrees, by submission of such plans or specifications, and every Lot Owner agrees, that he will not bring any action or suit against Declarant to recover for any such damage.

**Section 7. Property, Maintenance and Use Restrictions.** The Lots shall at all times be subject to all of the following restrictions and requirements:

- (a) All applicable governmental building codes, health regulations, zoning restrictions, laws, ordinances,

- and the like shall be observed. In the event of any conflict between any provisions of such governmental code, regulation, restriction, law or ordinance and any provision of this Declaration, the more restrictive provision shall apply.
- (b) All Lots shall be used for single-family residential purposes only, with no more than one (1) dwelling house permitted on each Lot. No outbuildings or structures shall be constructed upon any Lot other than garages, pool houses, and gazebos of a permanent nature, all of such must conform to and harmonize with the design of the exterior of the main residence. No temporary structures nor temporary fencing of any kind or description shall be permitted upon any Lot.
  - (c) No business or business activities (including without limitation child care operations) shall be carried on within portion of the Development.
  - (d) The grounds of each Lot (whether vacant or occupied) and the exteriors of all improvements to each Lot shall at all times be maintained in a neat and attractive manner, consistent with generally-accepted standards for planned residential subdivisions.
  - (e) No noxious, offensive, illegal, harmful or potentially harmful activity shall be carried on, nor any such condition allowed to exist, within any portion of the Development, nor shall anything be done therein which may be or become an annoyance or nuisance to any other Lot Owners or owners of land outside the Development. The restrictions contained in this paragraph shall prohibit, without limitation, all activities or conditions which would result in noise or orders that are unusual for a typical residential neighborhood in the area of the Development.
  - (f) No rubbish, garbage, refuse or trash (hereafter collectively referred to as "refuse") shall be dumped or placed within the area of the Development other than as set forth in this paragraph. Each Lot Owner may place his refuse with securely closed containers designed for such purpose, which containers are maintained in a sanitary condition in a secure enclosure upon his Lot, concealed from view of streets and neighboring dwellings. Each Lot Owner shall be responsible for the removal and disposal of refuse from his Lot as frequently as is necessary to avoid odors or health hazards, and in no event less than once per week. Incinerators for refuse shall not be used. In addition to the provisions set forth herein, all Lot Owners shall store and dispose of refuse in accordance with local laws and regulations and within guidelines promulgated by the Environmental Agency of the United States of America.
  - (g) Prior to the use or occupancy of any building constructed on any Lot, an individual sewage-disposal system for such Lot shall be designed, located and constructed by the Lot Owner in accordance with the requirements, standards and recommendations of the Georgia Department of Health. Each Lot Owner shall obtain from such authority the approval of such system as installed before the use or occupancy of such building.
  - (h) Motor homes, recreational vehicles, all-terrain vehicles, campers, boat trailers, and aquatic vehicles may be kept or parked on a Lot only if the same be kept or parked in such a manner as to be concealed from view of neighboring dwellings and streets. No appliances, indoor furnishings, inoperable vehicles, nor clotheslines shall be kept on the grounds of a Lot, and no activities which might cause disorderly, unsightly or unkempt conditions (including without limitation the assembly and disassembly of motor vehicles and other mechanical devices) shall be performed in the Development, unless kept or performed in such a manner as to be concealed for view of neighboring dwellings and streets. No exposed above-ground tanks shall be permitted for the storage of fuel, water or any other substance. Window-unit air conditioners may be installed only if concealed from view of streets and neighboring dwellings.
  - (i) No mobile home, manufactured home, house trailer, tent, shack, barn, outbuilding or other structure (except for those structures specifically permitted by Subparagraph (b) of this Section) shall be placed upon any Lot at any time, either temporarily or permanently.
  - (j) No lumber, brick, stone, cinder block, concrete, other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purposes of construction on such Lot, and then shall not be stored on such Lot for longer than that length of time necessary for the construction for which the same is to be used.
  - (k) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted upon any Lot, except for a reasonable number of dogs, cats, or other generally recognized household pets, which shall be permitted only if said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, do not endanger the health of any Persons or other animals, do not make objectionable noise, and do not constitute a nuisance or inconvenience to other Lot Owners.
  - (l) Hunting and trapping of wild animals, fowl and game, and the discharge of firearms or bows and arrows, within any portion of the Development is prohibited and shall not be allowed.
  - (m) Metal fencing shall not be placed nearer to the street than the rear of the house, but may be extended from the side lines of the Lot to the house thereon. No fence, wall, hedge, tree, shrub planting or sign shall be placed or permitted to remain in locations which might obstruct the sight lines of the streets to or from adjacent Lots.
  - (n) No commercial signs, including without limitation "for rent" or "for sale" signs, or advertising posters of any kind shall be erected, placed or maintained on any Lot, except as may be required by legal

- proceedings, unless they meet all of the specifications set forth in this paragraph. The following signs shall be permitted on any Lot: one (only) professionally lettered realtor's or Lot Owner's sign not more than 24 by 36 inches in size, advertising the Lot and residence located thereon, if any, for sale. Anything to the contrary contained in this Declaration notwithstanding, Declarant and its agents and employees may erect, place or maintain upon any land within the Development, or may permit the erection, placing, or maintaining upon Lots by builders of residences, of such signs as Declarant may deem necessary or desirable during the period of development, construction, and the sale of Lots and/or residences thereon. Further, the provisions of this paragraph shall not apply to anyone who becomes a Lot Owner as purchaser at a judicial or foreclosure sale conducted with respect to a first priority Mortgage or as transferee pursuant to any proceeding in lieu thereof.
- (o) Television antennas shall be permitted only if installed in such a manner as to be concealed from view of neighboring dwellings and streets. Satellite dishes are permitted only if conforming to all of the following guidelines: one (only) television satellite receiver dish may be installed on a Lot, if said dish has a radius of eighteen inches or less and if said dish is installed in such manner as to be concealed from view of streets. All other types of exterior receivers (whether for radio, television or other) are prohibited.
  - (p) Before occupancy of a dwelling upon a Lot, a mailbox of standard size and location (consistent with existing standards of the Development) must be installed upon the Lot, which mailbox clearly shows the street number of the Lot.

#### ARTICLE IV

##### RIGHTS RESERVED UNTO DECLARANT

Anything to the contrary contained in this Declaration or in any amendment to this Declaration notwithstanding, the following rights are hereby reserved unto Declarant (all of which rights shall be in addition to, and not in limitation of, all other rights of Declarant, whether set forth in this Declaration or whether available to Declarant at law or in equity):

**Section 1. Business Activities of Declarant.** Declarant and Declarant's agents, affiliates, subsidiaries, principals, stockholders, and employees reserve the right to use any Lots owned or leased by Declarant (a) to carry on business related to the development, improvement, sale and/or leasing of real properties (wherever located) owned by Declarant or Declarant's affiliates, subsidiaries, principals, stockholders, or authorized agents and employees, and (b) to carry on operations which are in the normal course of Declarant's business.

**Section 2. Modification of Lots.** Declarant reserves the right to resubdivide and replat any Lots in order to create a modified Lot or Lots, and to take such other steps as reasonably may be necessary, in the sole opinion of Declarant, to make such resubdivided Lot or Lots suitable as a building site or sites.

**Section 3. Declarant's Easement to Correct Drainage.** For a period of fifteen (15) years from the date of conveyance by Declarant of the first Lot in the Development, Declarant reserves a blanket easement and right on, over, and under all of the ground within the Development to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, and to take any other similar action reasonably necessary in the opinion of Declarant, following which Declarant shall restore the affected property to its original condition as nearly as is practicable, provided that Declarant shall not be required to replant trees. Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the sole opinion of Declarant an emergency exists which precludes such notice. The reservation hereby of such easement and rights unto Declarant shall in no way obligate, nor deem to obligate, Declarant to take any actions reserved unto Declarant in this Section 3 of Article IV.

#### ARTICLE V

##### GENERAL PROVISIONS

**Section 1. Enforcement.** Each Lot Owner shall comply strictly with the covenants and restrictions set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, Declarant and any aggrieved Lot Owner, jointly and severally, shall have the right to proceed against the violating Lot Owner at law or in equity for any relief provided by law, including an action for the recovery of damages or for injunctive relief, or both. Inasmuch as the enforcement of the provisions of this Declaration are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Lot Owners, it is hereby