

RECORDED
BOOK 488 PAGE 279-280
DATE 6-2-2004

2004 JUN -2 11:14
Clerk of Superior Court

HART County, Georgia
Real Estate Transfer Tax
Paid \$ 110.00
Date 6-2-2004
Clerk of Superior Court

Also Recording, return to: Todd C. Townsend, P.C., Attorney at Law, P.O. Box 473, Hartsell, GA 30643 (706) 377-2455

Warranty Deed
(WITH RIGHT OF SURVIVORSHIP)
GEORGIA, HART COUNTY

THIS INDENTURE, made this 26th day of May in the Year of Our Lord Two Thousand Four between James Ray Springer and George Patel as parties of the First Part, and John C. Sillis and Karen E. Sillis, as parties of the Second Part.

WITNESSETH: that the said parties of the First Part, 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 does grant, bargain, sell and convey unto the said parties of the Second Part as joint tenants with right of survivorship, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following property:

All that lot or parcel of land, situate, lying and being in the 1119th District, G.M., Hart County, Georgia, containing 0.713 of an acre, more or less, and being known and designated as Lot Five (5) of Point Place Subdivision according to a plat of said subdivision by Bauknight & Associates, Inc., Surveyors, dated April 25, 2003, recorded at Plat Book 37, Page 2, in the Office of the Clerk of Superior Court of Hart County, Georgia which said plat is hereby incorporated into this description by reference and made a part hereof, and being part of the property conveyed to George Patel and James Ray Springer by Bank of America, N.A. by Trustee's Deed dated September 6, 2002, recorded at Deed Book 421, Page 759, said Clerk's Office.

Also conveyed herewith is a non-exclusive, perpetual easement for ingress, egress and utilities, over and across the 60 foot wide subdivision road known as Point Place Road, which is more particularly shown on the above described plat.

The above described Lot is conveyed subject to the following restrictive covenants:

1. No dwelling of less than 1500 square feet of heated floor space shall be constructed on said lot. All dwellings shall have a continuous wall foundation.
2. No mobile homes or modular home of any description shall be placed on said lot.
3. No used lumber (except for interior decorative use) or old home, or any part thereof, shall be placed on said lot.
4. No concrete block dwelling or concrete accessory building shall be constructed on said lot, except that concrete block may be used in the construction of a basement or foundation, provided same is veneered with a suitable material such as brick, stucco or stone on the exterior.
5. No part of any dwelling, accessory building, appurtenance, or extra feature shall be constructed nearer than ten (10) feet from any side property line or nearer than forty (40) feet from Point Place road.
6. No temporary shacks, shanties, or outdoor toilets shall be constructed or placed on said lot, except for temporary construction rental toilet units.
7. No tents or campers shall be placed on said lot for longer than two (2) weeks in any one (1) calendar year.
8. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on said lot. Dogs, cats, or other household pets may be kept on said lot; provided that they are not kept, bred or maintained for any commercial purpose or maintained in such a way as to be an annoyance or nuisance to other lot owners in Point Place subdivision.

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- 9. No noxious or offensive activity shall be carried on upon said lot, nor shall anything be done on said lot that may become an annoyance or nuisance to other lot owners in Point Place subdivision.
- 10. The dwelling located on said lot shall be used for residential purposes only or for residential rental property.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 parties of the Second Part, as joint tenants with right of survivorship, for and during their joint lives and, upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID parties of the First Part, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the Second Part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public



[Signature] (SEAL)
 James Ray Springer
[Signature] (SEAL)
 George Patel

