

STEPHENS COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID \$ 70.00  
DATE 4.3.98

Quincy Crafton  
CLERK SUPERIOR COURT

CLERK OF COURTS  
STEPHENS COUNTY, GA.

98 APR 3 PM 3 09

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
RECORDED 4.3.98  
SIGNED Quincy Crafton  
ADDRESS CLERK

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

File #17087-98  
Cash L. Calken, Jr.  
P. O. Box 1009  
Toccoa, Georgia 30577

WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF CLARKE.

THIS INDENTURE, Made as of this 1st day of April, 1998, between EWING DEVOE BLACKSTON, FAY JEAN CARTER, G. M. GERRARD, WILBER W. CALLIHAN, D.D.S. AND MICHAEL F. CALUHAN of the County of Anderson and State of South Carolina, Grantor, and BRONDELL L. FLANIGAN of the County of Stephens and State of Georgia, Grantee.

WITNESSETH, That Grantor, for and in consideration 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 whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, his heirs and assigns, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being in the Big Smith (215) G. M. D., Stephens County, Georgia, CONTAINING 0.50 ACRE, lying on the Northwest right-of-way of Peninsula Point (60-foot right-of-

way), and being known and designated as LOT 23, SECTION ONE, BLOCK "B", WINSOR SHORES, on a plat of survey for Devos Blackston, et al., by G. Brian Slate, R. S., dated May 17, 1996, recorded in Plat Book 16, Page 72, Stephens County Records, (the "Plat"), the description as contained therein being incorporated herein by reference, and being more particularly described as follows: BEGINNING at an iron pin set on the Northwest right-of-way of Peninsula Point adjacent to Lot 24 on the Plat; thence running along Lot 24 North 32 degrees 66 minutes 46 seconds West 139.63 feet to an iron pin set adjacent to U.S. Government Lake Hartwell property; thence running along U.S. Government Lake Hartwell property North 68 degrees 43 minutes 30 seconds East 322.62 feet to an iron pin set adjacent to Lot 22A on the Plat; thence running along Lot 22A South 43 degrees 35 minutes 23 seconds West 259.19 feet to an iron pin set on the North side of the cul-de-sac at the end of Peninsula Point; thence along the North side of the cul-de-sac at the end of Peninsula point and following the curvature thereof an arc length of 71.17 feet subtended by a chord bearing South 44 degrees 38 minutes 29 seconds West 66.32 feet to the iron pin set point of beginning.

THERE IS FURTHER CONVEYED an easement for ingress and egress to and from the above described property along the roads of the Subdivision as shown on the recorded plats thereof.

The above described property being a portion of that conveyed from Sue B. Winsor to Ewing Devos Blackston, Fay Jean Carter, G. M. Gerrard and Dr. Wilber Callihan, D. D. S., by Limited Warranty Deed dated October 18, 1995, recorded in Deed Book 335, Pages 145-46, Stephens County Records, and being a portion of that property wherein a one-tenth ( $\frac{1}{10}$ ) undivided interest was conveyed from G. M. Gerrard to Ralph N. Gleason by Warranty Deed dated October 31, 1996, recorded in Deed Book 335, Page 436, Stephens County Records, said one-tenth ( $\frac{1}{10}$ ) interest having passed to Marjorie L. Gleason at the death of Ralph N. Gleason on March 2, 1996, as evidenced by exemplified copies of Probate proceedings from Anderson County, South Carolina, recorded in Deed Book 361, Pages 160-70, Stephens County Records, and further being a portion of that property wherein a one-fifth ( $\frac{1}{5}$ ) undivided interest was conveyed from Wilber Callihan, D. O. S., to Michael F. Callihan by Warranty Deed dated April 4, 1997, as recorded in Deed Book 369, Pages 177-79, Stephens County Records.

The above described property is conveyed subject to Restrictive Covenants of record for Winsor Shores Subdivision dated October 18, 1995, recorded in Deed Book 335, Pages 136-40, Stephens County Records.

Grantor, as part of the consideration for the purchase of the property described herein by Grantee, agrees that Peninsula Point shall be paved by Grantor at Grantor's expense not later than August 31, 1998.

TO HAVE AND TO HOLD, The said bargained premises, together 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 Grantee, his heirs and assigns, forever IN FEE SIMPLE.

And Grantor, for themselves, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto Grantee, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and affixed their seals, the day and year first above written.

*Ewing Devos Blackston* (SEAL)  
Ewing Devos Blackston

*Fay Jean Carter* (SEAL)  
Fay Jean Carter

BY: *Ewing Devos Blackston* (SEAL) A.T.F.  
Ewing Devos Blackston, as Attorney-in-Fact for Fay Jean Carter by virtue of Limited Power of Attorney dated July 26, 1986, recorded in Deed Book 361, Page 228, Stephens County Records

Signed, sealed and delivered as to Ewing Devos Blackston and Fay Jean Carter in the presence of:

*Henry B. Barber*  
Unofficial Witness

*Lucille K. [Signature]*  
Notary Public



[SIGNATURES CONTINUED ON PAGE 4]

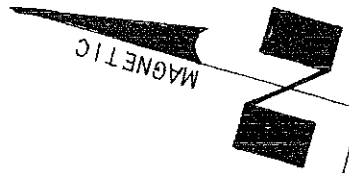
NOTARY PUBLIC SEAL AFFIXED

WINSOR SHORES S/D  
SECTION ONE  
BLOCK "B"  
LOT NO. 13-29

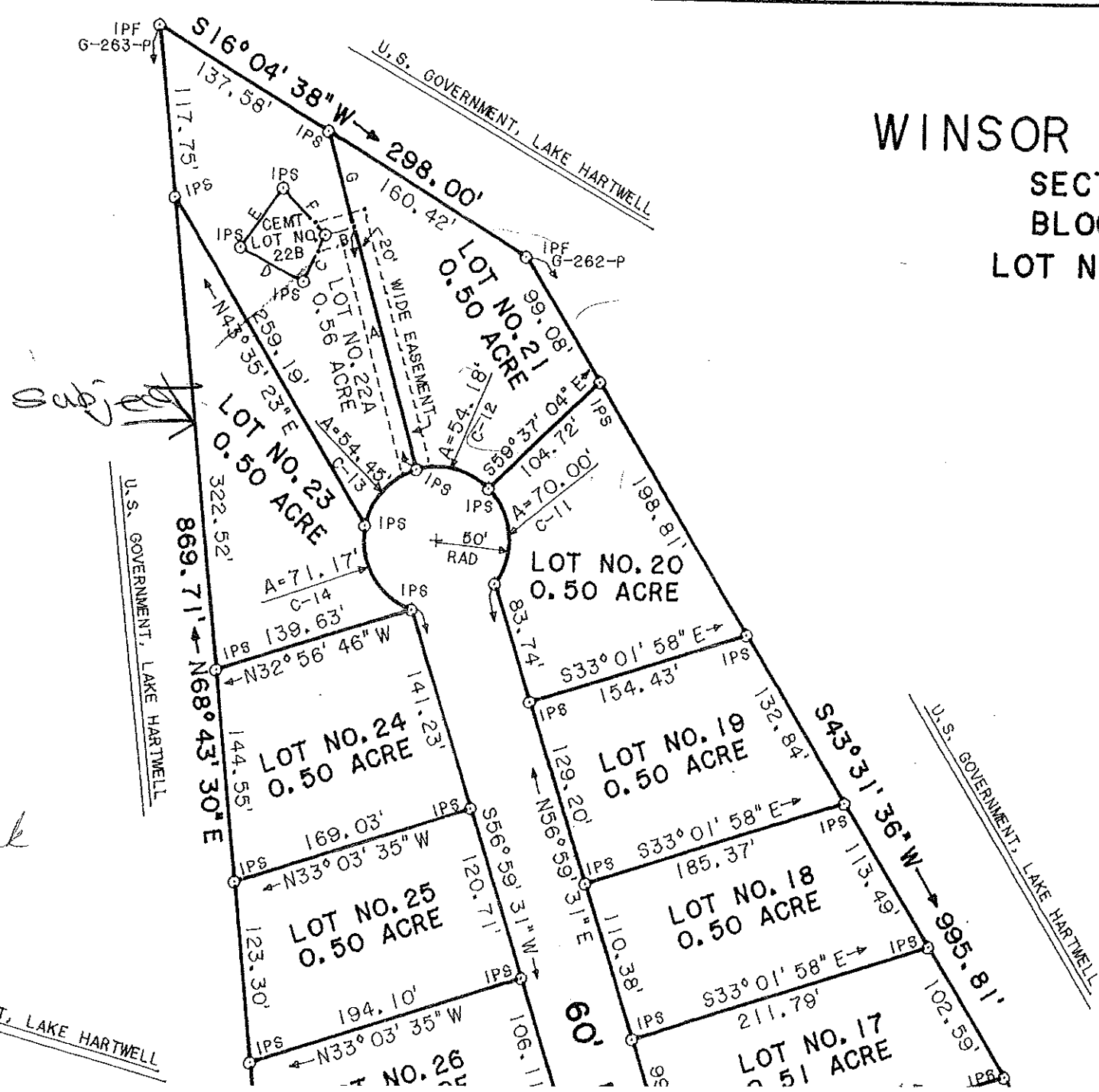
Pursuant to the LAND DEVELOPMENT STANDARDS of State of Georgia, all requirements of said standards have been fulfilled and this plat is approved by the State Board of Commissioners

on \_\_\_\_\_  
*Sept 24, 1996*  
DATE

*James A. ...*



- NOTES:
- 1PS = IRON PIN SET
  - IPF = IRON PIN FOUND
  - CMF = CONCRETE MARKER FOUND
  - CMS = CONCRETE MARKER SET
  - PL = PROPERTY LINE
  - CL = CENTER LINE
  - TL = TRAVERSE LINE
  - R/W = RIGHT OF WAY



T. LAKE HARTWELL

*Subj*

RETURN TO:  
CORNWELL LAW OFFICES  
P. O. BOX 220  
Toccoa, GA. 30577

RESTRICTIVE COVENANTS

GEORGIA, STEPHENS COUNTY.

WHEREAS, SUE B. WINSOR, is the owner of the property know as  
WINSOR SHORES, as shown by a plat of survey  
of said property by Patton-Pless & Associates, dated December 20,  
1962, recorded in Plat Book 4, Page 80, Stephens County Records,  
and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, Winsor desires to impose restrictive covenants on  
said property.

NOW, THEREFORE, in consideration of the foregoing and the  
benefits flowing to the present and future owners of the property  
described herein, the undersigned owner does hereby impose the  
following protective and/or restrictive covenants which shall apply  
to the above referenced property in Stephens County, Georgia.

1. The lots subject to these restrictive covenants shall be  
known and described as residential building lots, and no buildings  
or improvements shall be placed thereon other than one detached  
single-family dwelling having a heated area, excluding garage, of  
1400 square feet. Said lots subject to these restrictive covenants  
cannot be further subdivided so as to create smaller building lots.  
Said lots can be divided and combined with other lots so as to  
create larger building lots.

2. No dwelling shall be located on any residential lot nearer than 25 feet to the front lot line nor nearer than 10 feet to each side lot line. Storage buildings and other out buildings must be located 75 feet or more from the front lot line any may be located no closer than five feet to any side lot line.

3. No residential structure shall be erected or placed on any building lot unless said lot has an area of at least one-half acre.

4. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No mobile home, motor home, manufactured home, trailer, basement, tent, shack, garage, barn or other building erected within said property shall at anytime be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling shall be erected on which asbestos siding is used for the exterior walls.

7. The owner of each lot shall be responsible for the prevention and abatement of any unclean, unsightly, or unkempt conditions of the buildings or grounds, of such owner's lots within the subdivision.

8. No animals or birds, other than household pets, shall be kept on any lot. No vicious or dangerous animal, or other animal which would impose an offensive odor, shall be kept on any lot. "Household Pets" shall include but not be limited to dogs or cats, whether such animals are kept predominantly inside or outside.

9. These covenants shall run with the land and shall be binding upon all present and future owners of the property covered by these covenants for a period of twenty (20) years from the date hereof, after which time said covenants shall automatically extend for successive periods of ten years each, unless and until an instrument signed by a majority of the then owners of the lots within said subdivision has been recorded, agreeing to change said covenants in whole or in part.

10. If any owner shall violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from doing so or to recover damages for such violation.

11. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Sue B. Windsor, owner of the property herein described, had caused these presents to be executed by its duly authorized officer and has caused its corporate seal to be hereunto affixed this 18th day of October, 1995.

By: Sue B. Windsor

Executed this 18th day of October, 1995, in the presence of:

Johnnie T. Eller

J. Hall  
Notary Public

My Commission Expires:

JAMES L. YELLE JR., NOTARY PUBLIC  
STEPHENS COUNTY, GEORGIA  
MY COMMISSION EXPIRES JAN. 29, 1998

NOTARY PUBLIC SEAL AFFIXED

FILED IN OFFICE  
CLERK OF STATE &  
SUPERIOR COURT  
STEPHENS COUNTY, GA.  
'95 OCT 26 AM 10 11  
PAGE NO. 10-26-95  
RECORDED  
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SUPERIOR COURT