



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " \_\_\_\_\_ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at:

Lot 2 and 4 Ridgefield Pl Hartwell Georgia 30643

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
(2) leave no question unanswered;
(3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
(4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
(5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes.

C. DISCLOSURES.

1. OCCUPANCY: (a) Is the Property vacant? (b) Is the Property or any portion thereof leased?
2. COVENANTS, FEES AND ASSESSMENTS: (a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions? (b) Is the Property part of a condominium or community in which there is a homeowners' association?
3. THE PROPERTY: (a) How many acres are in Property? (b) What is the current zoning of Property? (c) Will conveyance of Property exclude any mineral, oil and timber rights? (d) Are there any governmental allotments committed? (e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?
4. SOIL, TREES, SHRUBS AND BOUNDARIES: (a) Is there any fill dirt on Property? (b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)? (c) Is there now or has there ever been any visible soil settlement or movement? (d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year? (e) Are there any drainage or flooding problems on Property? (f) Are there any diseased or dead trees? (g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Reese Oglesby IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

**5. TOXIC SUBSTANCES:**

Yes	No	Don't Know
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos?
- (b) Has Property ever been tested for radon or any other environmental contaminants?

**6. OTHER MATTERS:**

Yes	No	Don't Know
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____

- (a) Have there been any inspections in the past year?  
If yes, by whom and of what type? \_\_\_\_\_
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property?
- (d) Are there any existing or threatened legal actions affecting Property?
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use?
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility?
- (g) If Property is served by well water, is the well on Property?
- (h) Has the Property been enrolled in a Conservation Use Program?  
If yes, when was the Property enrolled? \_\_\_\_\_
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed?

**7. AGRICULTURAL DISCLOSURE:**

Yes	No	Don't Know
_____	<input checked="" type="checkbox"/>	_____

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**8. UTILITIES:**

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- Electricity
- Natural Gas
- Telephone
- Cable Television
- Garbage Collection
- Public Sewer
- Public Water
- Private/Well Water
- Shared Well Water
- Other \_\_\_\_\_

**9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES":** [Explanations should reference the number of the question for which more detailed information is being provided.]

*HOMEOWNERS FEES ARE THE MAINTENANCE OF THE COMMON LAND AND PROPERTY TAX (CURRENT TAX \$16<sup>00</sup> A YEAR)*

Additional pages are attached.

**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: 

Date: 8-23-19

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

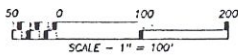
Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.



NOTES:  
 1) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.  
 2) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NOTE:  
 PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.

LEGEND:  
 O = POINT ONLY  
 IP = IRON PIN FOUND  
 1/2" P.D. = 1/2" P.D. FOUND  
 IPF = IRON PIN FOUND  
 P.F. = P.D. FOUND  
 C.T. = GRUMP TOP PIPE END  
 C.P. = OPEN TOP PIPE END  
 C.M.F. = CONCRETE MOUNTMENT END  
 C.M.P. = GRANITE MOUNTMENT END  
 M.F. = ANGLE IRON FOUND  
 S.F. = SINKHOLE OR SILET  
 F.S. = F.K. NAIL SET  
 O/S = O/S SET  
 P.L. = PROPERTY LINE  
 C = CURBLINE  
 O.P. = OVERHEAD POWERLINE  
 S.S. = SANITARY SEWER  
 P.B. = POINT OF BEGINNING  
 B.S. = BUILDING SETBACK  
 D.E. = DRAINAGE EASEMENT

OWNER/DEVELOPER  
**AJ LAND DEVELOPMENTS, LLC**  
 27 SOUTH FOREST AVE.  
 HARTWELL, GA 30643

NOTES:  
 1) THERE WILL BE AN IPS (IRON PIN SET) AT ALL CORNERS AFTER COUNTY APPROVAL OF S/D, UNLESS OTHERWISE NOTED.  
 2) WATER WILL BE PROVIDED BY HART COUNTY.  
 3) SEWERAGE WILL BE PROVIDED BY INDIVIDUAL SEWERAGE SYSTEMS.  
 4) THE AREA IN R/W OF PROPOSED RD. = 1.203 ACRES  
 5) THE TOTAL AREA = 18.278 ACRES  
 6) THERE IS A PRIMARY BUILDING SETBACK 40' ON THE FRONT OF ALL LOTS, 10' ON ALL SIDES, 100' FROM THE CREEK, & AS SHOWN FROM THE PROPERTY LINE OF THE CITY OF HARTWELL - "CATECHEE GOLF CLUB".  
 7) LOTS #1 - 4, WILL NOT BE APPROVED FOR BUILDING PERMITS UNTIL CONNECTED TO A PUBLIC WATER SUPPLY SYSTEM.

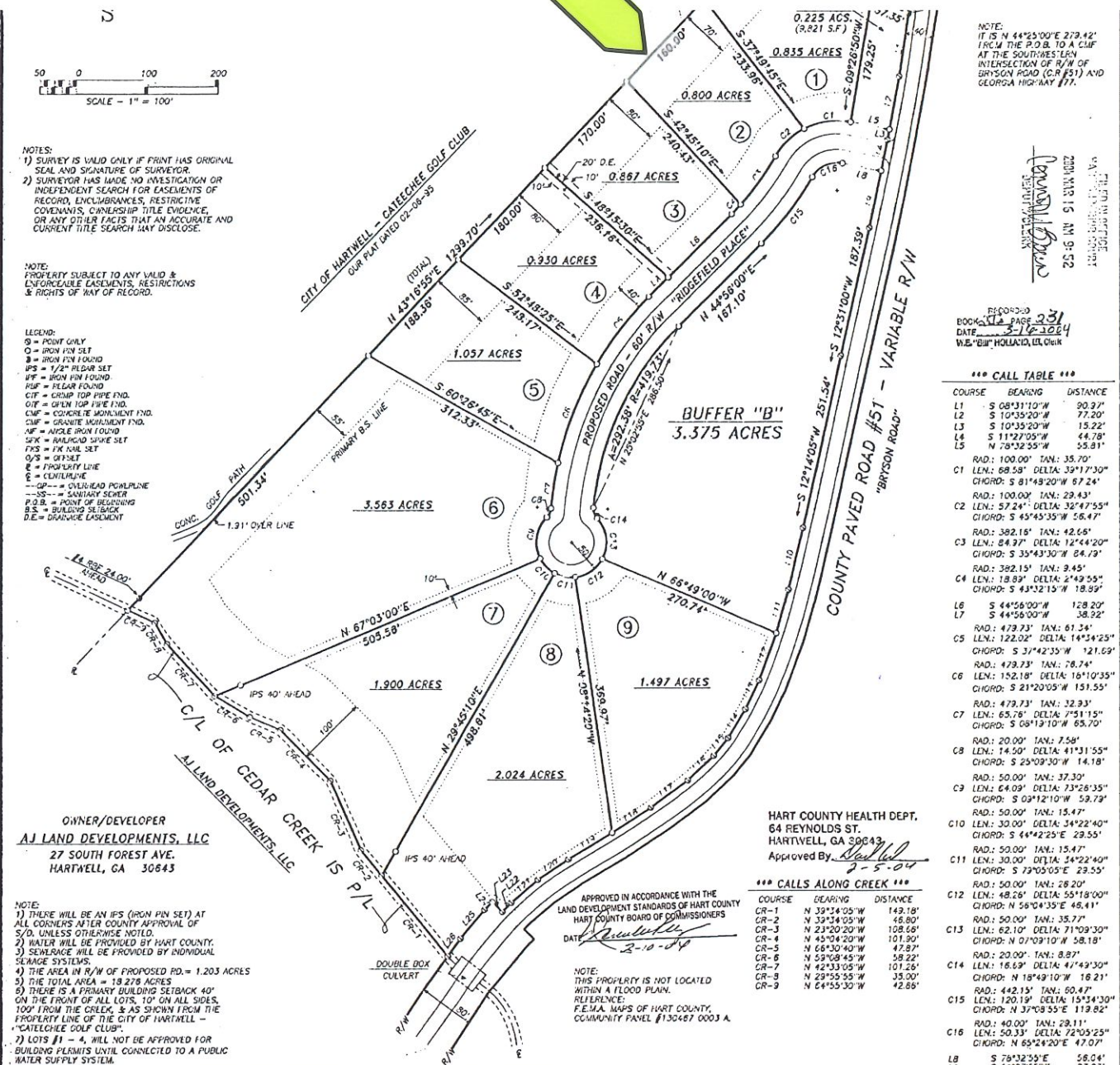


SURVEY FOR: **AJ LAND DEVELOPMENTS, LLC**

COUNTY: HART	G.M.D.: 1112 (TOWN)	STATE: GEORGIA
DATE: JANUARY 15, 2004	SCALE: 1" = 100'	PARTY CHIEF: JMP
SURVEYED BY: <b>BAUKNIGHT &amp; ASSOCIATES, INC.</b>		
W. SLATE BAUKNIGHT GEORGIA RLS # 2534 SOUTH CAROLINA RLS # 20471 1572 ZION C.M.E. CHURCH ROAD HARTWELL, GA. 30643 708-376-5948 708-245-0927 CALL YOUR FAVORITE 1-800-376-1068		
DRAWN BY: APB	APPROVED BY: WSB	CRD FILE: 03157
PLI FILE: 03157	LOCATION MAP	



THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A SOKKIA SET 5A TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000± FEET AND AN ANGULAR ERROR OF SEC. PER ANGLE POINT AND WAS ADJUSTED USING NO RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 42,642± FEET. I HEREBY CERTIFY, THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.



NOTE:  
 IT IS N 44°53'00"E 279.42' FROM THE P.O.B. TO A C.M.P. AT THE SOUTHWESTERN INTERSECTION OF R/W OF BRYSSON ROAD (CR 151) AND GEORGIA HIGHWAY 177.

RECORDED  
 BOOK 112 PAGE 331  
 DATE 3-16-2004  
 W.E. BOYD, HOLLAND, LE, CLERK

\*\*\* CALL TABLE \*\*\*

COURSE	BEARING	DISTANCE
L1	S 08°31'10"W	90.97'
L2	S 10°35'20"W	72.20'
L3	S 10°35'20"W	15.22'
L4	S 11°27'05"W	44.78'
L5	N 78°32'55"W	55.81'
C1	LEN: 100.00' TAN: 35.70'	
	CHORD: S 88°58' DELTA: 32°17'30"	
C2	LEN: 58.24' DELTA: 32°47'55"	
	CHORD: S 81°48'20" W 67.24'	
C3	LEN: 57.24' DELTA: 32°47'55"	
	CHORD: S 45°45'35" W 56.47'	
C4	LEN: 382.15' TAN: 42.65'	
	CHORD: S 35°43'30" W 84.73'	
C5	LEN: 18.89' DELTA: 2°49'55"	
	CHORD: S 43°32'15" W 18.99'	
L6	S 44°56'00"W	128.20'
L7	S 44°56'00"W	38.22'
C6	LEN: 473.73' TAN: 61.24'	
	CHORD: S 37°42'35" W 121.63'	
C7	LEN: 473.73' TAN: 78.74'	
	CHORD: S 21°20'05" W 151.55'	
C8	LEN: 473.73' TAN: 32.93'	
	CHORD: S 08°19'10" W 65.70'	
C9	LEN: 20.00' TAN: 7.58'	
	CHORD: S 25°09'30" W 14.18'	
C10	LEN: 50.00' TAN: 37.30'	
	CHORD: S 02°12'10" W 53.79'	
C11	LEN: 50.00' TAN: 15.47'	
	CHORD: S 44°42'25" E 23.55'	
C12	LEN: 50.00' TAN: 15.47'	
	CHORD: S 73°05'05" E 23.55'	
C13	LEN: 50.00' TAN: 28.20'	
	CHORD: S 55°18'00" W 55°18'00"	
C14	LEN: 48.28' DELTA: 55°18'00"	
	CHORD: N 58°04'35" E 46.41'	
C15	LEN: 50.00' TAN: 35.77'	
	CHORD: N 07°09'10" W 58.18'	
C16	LEN: 20.00' TAN: 8.87'	
	CHORD: N 18°49'10" W 16.21'	
C17	LEN: 442.15' TAN: 60.47'	
	CHORD: N 18°49'10" W 16.21'	
C18	LEN: 120.19' DELTA: 15°34'30"	
	CHORD: N 37°05'55" E 113.82'	
L8	S 78°32'55"E	56.04'
L9	S 11°27'05"W	83.23'
L10	S 12°53'30"W	91.25'
L11	S 15°30'10"W	64.55'
L12	S 19°47'05"W	71.66'
L13	S 25°47'20"W	45.60'
L14	S 31°15'30"W	48.50'
L15	S 39°21'15"W	32.50'
L16	S 46°20'25"W	50.38'
L17	S 52°51'55"W	65.42'
L18	S 57°03'00"W	68.54'
L19	S 58°58'40"W	72.79'
L20	S 65°59'05"W	52.59'
L21	S 69°43'10"W	50.30'
L22	S 44°29'10"W	18.51'
L23	N 45°30'30"W	20.00'
L24	N 44°29'10"W	15.91'
L25	S 39°47'25"W	53.21'
L26	S 35°41'25"W	30.68'

RECORDED  
BOOK 480 PAGE 315-320  
DATE 8-16-2004  
Clerk

CLERK'S OFFICE  
COUNTY CLERK

2004 MAR 16 AM 9:52

RESTRICTIVE COVENANTS

*Conrad M. Doun*  
DEPUTY CLERK

"THE RIDGE" AT CEDAR CREEK FARMS

STATE OF GEORGIA  
COUNT OF HART

THIS DECLARATION OF RESTRICTIVE COVENANTS for "The Ridge" at Cedar Creek Farms Subdivision is made and published this 15<sup>th</sup> day of March, 2004, by AJ Land Developments, LLC.

WITNESSETH

WHEREAS, AJ LAND DEVELOPMENTS, LLC is the owner ("Owner") of "The Ridge" at Cedar Creek Farms Subdivision ("Subdivision"), located in the 1112<sup>th</sup> G.M.D., Hart County, Georgia, on the westerly side of County Paved Road No. 51 w/k/a Bryson Road and being more fully described on a plat of survey for "The Ridge" at Cedar Creek Farms recorded in Plat Book 21, Page 231, Hart County Records, the description as contained therein being incorporated herein by reference; and

WHEREAS, it is in the best interest of the Owner and each and every person who shall hereinafter purchase and own a lot in the Subdivision that certain Restrictive Covenants governing and regulating the use and occupancy of the lots in the Subdivision be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by the Owner and each and every subsequent purchaser and owner of any of the Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following Restrictive Covenants to apply to each and all of the lots in the subdivision and to all persons hereinafter owning the Lots, or any of them, these Restrictive Covenants to be effective immediately and run with the land and to be binding on all persons claiming under and through the Owner for the period hereinafter provided.

1. USE FOR RESIDENTIAL PURPOSES. All lots, with the exception of Lot 6, shall be used for residential purposes only. Only one detached single dwelling not to exceed two stories in height and one private garage for not more than three cars shall be allowed on each lot, with the exception of Lot 6. Storage or such other outbuildings shall be allowed as approved by the Architectural Control Committee. No lot shall be used for commercial purposes. The rental of a private residence or dwelling shall not be considered a commercial purpose.

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*Handwritten signature*

- d. Fencing. No fencing of any type shall be used to enclose the front yard of any lot, with the exception of Lot 6. The "front yard" shall be defined as an area lying between the street and a line running parallel thereto which line intersects with the corner of the dwelling with the closest to the street. Side and rear yard fencing shall be allowed but must have the approval of the Architectural Control Committee before same is constructed on any lot. Any fencing higher than 60 inches shall not be allowed except fencing that encloses a swimming pool. In the event a dispute arises regarding the dimensions of the "front yard", the decision of the Architectural Control Committee shall be binding.
- e. Clear View. No fencing shall be constructed or shrubbery, plants or trees permitted to grow to such a height as will obstruct or diminish a clear view of intersecting streets adjacent to any lot.
- f. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, advertising the property for sale or rent, or one sign of not more than five square feet advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during the construction and sale period of the dwelling. However, the undersigned specifically reserves the right to put one or more signs in appropriate areas of the subdivision, stating the name and subdivision with such other information might be appropriate. The undersigned specifically reserves the right to put one or more signs in an appropriate area of the subdivision stating the name of the street.
- g. Garbage. Trash, garbage or other waste shall be kept in containers approved for sanitary conditions. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and any such containers must be screened so as not to be visible from the streets or public ways serving the subdivision except at such times as pick-up of said trash, garbage or other waste is scheduled.
- h. Commercial and Recreational Vehicles. No commercial vehicle, boat, boat trailer, motor home, camper or other such equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept in a completely enclosed garage or on such other portion of the lot so that same shall not be visible from any street or Cateechee Golf Course.
- i. Repair or Restoration of Vehicle or Boat. No lot shall be used to repair or restore any motor vehicle or boat, whether the work is performed by the owner or any other party.
- j. Clothes Lines. No clothes lines or drying yards shall be permitted on any lot.
- k. Motorized Vehicles. All motorized vehicles, including but not limited to four wheeled, three wheeled, or two wheeled vehicles, included but not limited to go carts, three wheelers, motorcycles, motor bikes, and mopeds must contain a muffler

system to reduce noise so as to not create an annoyance or nuisance to the lot owners in the subdivision by reason of the operation of said vehicle.

- l. Unsanitary Condition. The owner of each lot shall be responsible for the prevention and abatement of any unclean, unsightly, or unkempt conditions of building or grounds of that owner's lot within the subdivision. No accumulations or discard of personal effects, debris, waste, or other unsightly objects or matters shall be permitted on any lot. No junk or discarded vehicles shall be allowed on any lot.
- m. Animals. 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. No livestock or farm animals shall be permitted on any lot. No animals shall be permitted on any lot for commercial breeding or boarding.
- n. Antennas. Antennas such as HAM radio towers and Citizens band towers or other such similar electronics receiving or sending devices shall not be allowed on any lot. Home television antennas may be used, if discreetly placed and approved in writing by the Architectural Control Committee. Satellite receiving dishes shall be allowed provided that said dish is 24 inches or less in diameter and if installation may be made so that it is discreetly placed and does not interfere with the harmony of the design of the building or lot and is approved by the Architectural Control Committee.
- o. Utility Lines. All utility lines within said subdivision including electrical, cable, telephone, water, sewer and all other such lines shall be located under ground. There shall be no overhead utility lines except for temporary power poles used during construction.
- p. Removal of Underbrush or Trees. Lots 1, 2, 3, 4, 5, and 6 must follow the Covenants Agreement between AJ Land Developments, LLC and Diversified Golf, LLC on file in the office of the Clerk of Superior Court of Hart County, Georgia. Property owners of these lots may remove any underbrush or trees less than three inches in diameter on the rear of said lots. Trees larger than three inches or branches from these trees may not be removed without the express written consent of the Architectural Control Committee. The rear property line of these lots must be kept in a condition in harmony with Calcehce Golf Course.
- q. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limitation, this includes the playing of loud music and creating excessive noise which would interfere with the play of golf on the adjoining golf course.

9. ARCHITECTURAL CONTROL.

- a. Approval of Specifications or Plans. No building, including a dwelling, garage, storage building or other outbuilding shall be erected, placed, or altered on any lot until the construction and specifications and a plan showing the location of the structure on the lot have been submitted in written and graphic form to the Architectural Control Committee, and, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to other structures, topography, and finished grade elevation. Approval shall be as provided in subparagraph c.
- b. Architectural Control Committee. The Architectural Control Committee shall be composed of Alan Johnson, Steven Lee Johnson and also a representative of Cateeshee Golf course when the Golf Course view joining property lines or matters pertaining to the Covenants Agreements are involved. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor.
- c. Approval of Request. The Committee's approval, or disapproval, as requested in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after the final submission of complete plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

10. ASSOCIATION. Every property owner will be a member of the Property Owner's Association. The Association will have annual dues that shall cover expenses of the association, buffer land, signage, etc. The dues will be determined by the total estimated expense plus actual expenses divided equally between all lots. The land designated as a "buffer" as shown on the subdivision plat referenced herein will be for the exclusive use of the subdivision. All maintenance and improvements, will be paid by the Association. The Association can make any changes to the buffer lands that will better the subdivision.

11. COVENANTS RUNNING WITH THE LAND. These Restrictive Covenants shall run with the land and shall be binding upon all present and future owners of the property governed 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 said lots within the subdivision has been recorded in the Hart County, Georgia deed records, setting forth the change in said covenants in whole or in part.



12. **VIOLATION.** If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in said subdivision 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.

13. **EFFECT OF FORECLOSURE OF LIEN.** It is expressly provided that a breach of any of the Restrictive Covenants or Conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made in good faith and for value, as to any lot or any part hereof; but these Restrictive Covenants shall be binding upon effective against any owner of any lot or lots within said Subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title to any lot or lots.

14. **SEVERABILITY.** Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions which shall remain in full force and effect.

AJ LAND DEVELOPMENT, LLC

*[Signature]* (SEAL)

(SEAL)

Signed, Sealed and Delivered  
this 15<sup>th</sup> day of March, 2004.

*[Signature]*  
Unofficial Witness

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 8-8-05

