

RECORDED  
BOOK 627 PAGE 222-223  
DATE 1-20-2009  
FRANKIE GRAY, CLERK

FILED IN OFFICE  
HART SUPERIOR COURT

2009 JAN 20 AM 9:30  
*Conrad Brown*  
DEPUTY CLERK

Hart County, Georgia  
Real Estate Transfer Tax  
Paid \$ 3.00  
Date 1-20-2009  
Frankie Gray, Clerk

AFTER RECORDING, PLEASE RETURN TO:

B. I. Daughtry, Jr., Esq.  
P.O. Box 520  
Elberton, Georgia 30635

STATE OF GEORGIA        )  
                                  )        **WARRANTY DEED**  
COUNTY OF ELBERT    )

THIS INDENTURE, made this 12th day of January, 2009, between **JILL HARDY-HOBBS**, of the State of Florida and **WILLIAM P. HOBBS, JR.**, of the State of Florida ("Grantors"), and **PONDER DEVELOPMENT, INC.**, a Georgia Business Corporation ("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 whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed, and by these presents do grant, bargain, sell, assign and convey unto Grantee, its heirs, executors, administrators and assigns, the following described property, to-wit:

All that tract and parcel of land lying and being in 1117<sup>th</sup> G.M.D., Hart County, Georgia, being Lot 39, Section 1, of Tugaloo Bay Subdivision, as per plat recorded in Plat Book 2B, Page 1, Hart County, Georgia Records, and corrected in Plat Book 2B, Page 31 Hart County, Georgia Records. This conveyance is subject to all easements, restrictions and covenants of record.

This being the same property described in a Warranty Deed from James E. Hardy to Jill Hardy-Hobbs and William P. Hobbs, Jr., dated August 15, 1998, recorded on September 1, 1998 in Deed Book 320 at page 118 in the Office of the Clerk of the Superior Court of Hart County, Georgia.


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, its heirs, executors, administrators and assigns, in FEE SIMPLE. And Grantors, their heirs, executors and administrators, the said bargained

*SB*  
*JAH*

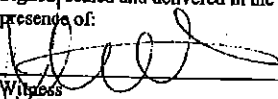
premises unto Grantee, its heirs, executors, administrators and assigns, against Grantors, their heirs, executors and administrators, and all and every other person or persons shall and will warrant and forever defend by virtue of these presents.

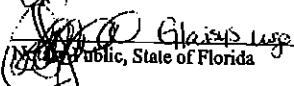
IN WITNESS WHEREOF, Grantors have hereunto set their hands and affixed their seals, the day and year first herein written.

 (SEAL)  
JILL HARDY-HOBBY

 (SEAL)  
WILLIAM P. HOBBS, JR.

Signed, sealed and delivered in the presence of:

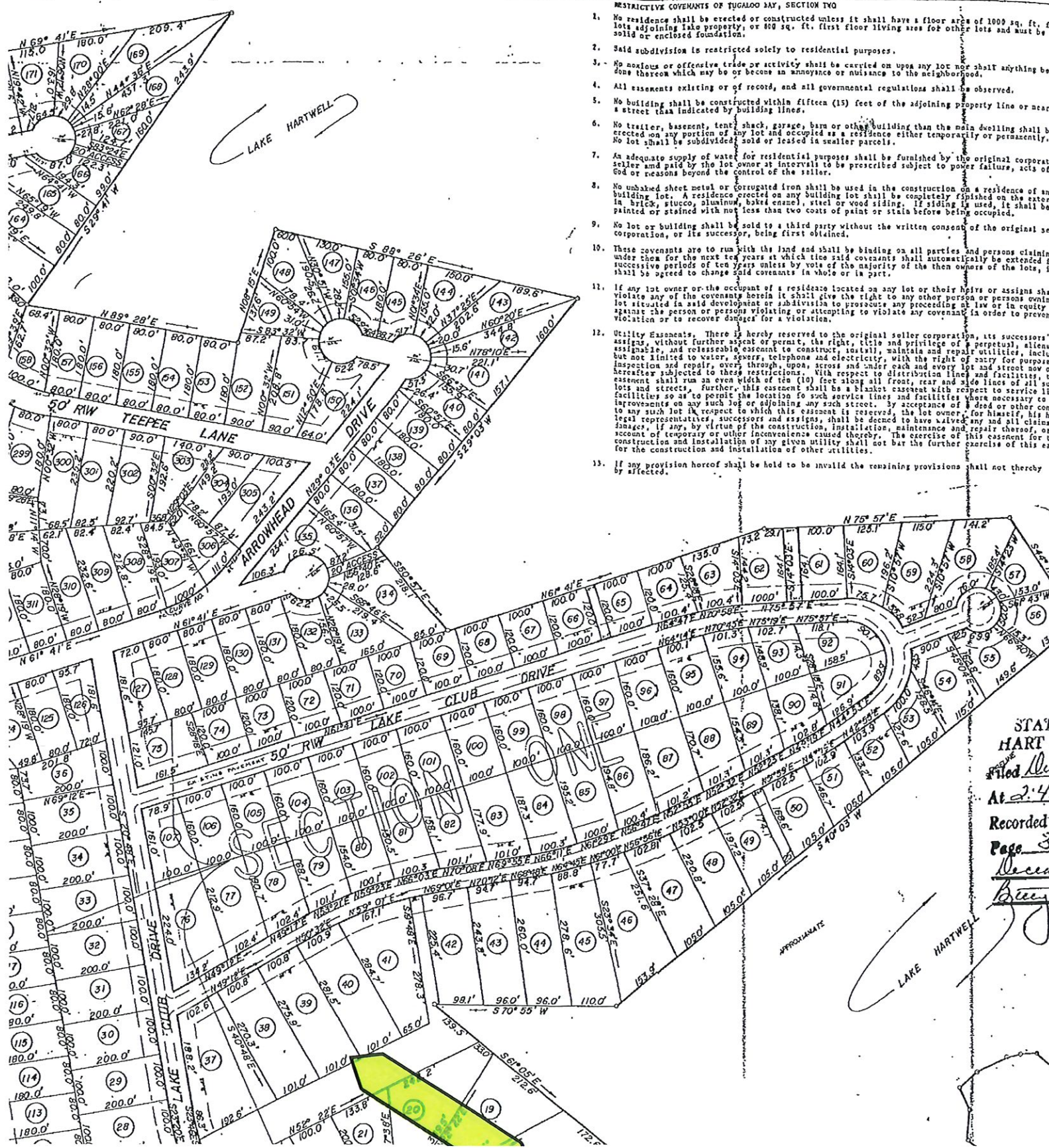
  
Witness

  
Glarys Lugo  
Notary Public, State of Florida

[NOTARY SEAL AFFIXED]



My Commission Exp. 12/1/2012



- RESTRICTIVE COVENANTS OF TUGALOO BAY, SECTION TWO**
- No residence shall be erected or constructed unless it shall have a floor area of 1000 sq. ft. of lots adjoining lake property, or 800 sq. ft. first floor living area for other lots and must be solid or encased foundation.
  - Said subdivision is restricted solely to residential purposes.
  - 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.
  - All easements existing or of record, and all governmental regulations shall be observed.
  - No building shall be constructed within fifteen (15) feet of the adjoining property line or near a street than indicated by building lines.
  - No trailer, basement, tent, shack, garage, barn or other building than the main dwelling shall be erected on any portion of any lot and occupied as a residence either temporarily or permanently. No lot shall be subdivided, sold or leased in smaller parcels.
  - An adequate supply of water for residential purposes shall be furnished by the original corporate seller and paid by the lot owner at intervals to be prescribed subject to power failure, acts of God or reasons beyond the control of the seller.
  - No unbacked sheet metal or corrugated iron shall be used in the construction on a residence of an building lot. A residence erected on any building lot shall be completely finished on the exterior in brick, stucco, aluminum, baked enamel, steel or wood siding. If siding is used, it shall be painted or stained with not less than two coats of paint or stain before being occupied.
  - No lot or building shall be sold to a third party without the written consent of the original se corporation, or its successor, being first obtained.
  - These covenants are to run with the land and shall be binding on all parties and persons claiming under them for the next ten years at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it shall be agreed to change said covenants in whole or in part.
  - If any lot owner or the occupant of a residence located on any lot or their heirs or assigns shall violate any of the covenants herein it shall give the right to any other person or persons owning lot situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any covenant in order to prevent violation or to recover damages for a violation.
  - Utility Easements. There is hereby reserved to the original seller corporation, its successors' assigns, without further assent or permit, the right, title and privilege of a perpetual, alienable, assignable, and releasable easement to construct, install, maintain and repair utilities, include but not limited to water, sewer, telephone and electricity, with the right of entry for purpose inspection and repair, upon, across and under each and every lot and street now or hereafter subjected to these restrictions. With respect to distribution lines and facilities, an easement shall run an even width of ten (10) feet along all front, rear and side lines of all lot and streets. Further, this easement shall be a blanket easement with respect to service facilities so as to permit the location for such service lines and facilities where necessary or improvements on any such lot or adjoining any such street. By acceptance of a deed or other con to any such lot in respect to which this easement is reserved, the lot owner, for himself, his legal representatives, successors and assigns, shall be deemed to have waived any and all claims or damages, if any, by virtue of the construction, installation, maintenance and repair thereof, or account of temporary or other inconvenience caused thereby. The exercise of this easement for construction and installation of any given utility shall not bar the further exercise of this eas for the construction and installation of other utilities.
  - If any provision hereof shall be held to be invalid the remaining provisions shall not thereby be affected.

STAY  
HART  
Filed *Me*  
At 2:4  
Recorded  
Page 3  
*Green*

APPROXIMATE  
LAKE HARTWELL