

STEPHENS COUNTY
CLERK OF COURT
ASHLE GRAFTON, CLERK
BOOK 800 PAGE 1-2

STEPHENS COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID \$ 133⁰⁰

DATE 3-12-07

NUMBER 12707-347

Ashle Grafton
CLERK SUPERIOR COURT

07 MAR 12 PM 2 21

(SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA)

File No. 24851-06JES/pdp
Sanders & Smith, P. C.
P. O. Box 1005
Toccoa, Georgia 30577

WARRANTY DEED

STATE OF GEORGIA.

COUNTY OF STEPHENS.

THIS INDENTURE, Made this 8th day of March, 2007, between CAUDELL ASSOCIATES, INC. of the County of Stephens and State of Georgia, Grantor, and ERIK K. LUNSFORD of the County of Stephens and State of Georgia, Grantee.

WITNESSETH, That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 lying and being in the Wolf Pit (267) G.M.D., Stephens County, Georgia, CONTAINING 1.38 ACRES, APPLE RIDGE SUBDIVISION, according to a plat of survey for Erik Lunsford and Amanda Lunsford by Kenneth V. Cash, R.L.S., dated January 4, 2007, mapped January 8, 2007, recorded in Plat Book 17, Page 5338, Stephens County Records, the description therein being incorporated herein by reference. Also known as LOTS 5 & 6, APPLE RIDGE SUBDIVISION, as shown on a plat of survey for Elliott Caudell by Russell Bartlett, R.S., dated December 14, 1999, the description as contained therein being incorporated herein by reference.

The above described property being the same as that conveyed by Warranty Deed from Caudell Inc. to Caudell Associates, Inc. dated April 15, 2005, recorded in Deed Book 707, Pages 188-189, Stephens County Records and by Warranty Deed from Caudell, Inc. to Caudell Associations, Inc. dated March 8, 2007, recorded on even date herewith.

The above described property is conveyed subject to the 30 foot setback line as shown on the plat of survey for Apple Ridge Subdivision and is further conveyed subject to Restrictive Covenants for Apple Ridge Subdivision dated January 14, 2000, recorded in Deed Book 460, Pages 199-203, Stephens County Records.

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 its 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, Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

CAUDELL ASSOCIATES, INC.

By:


ROBERT M. CAUDELL, President

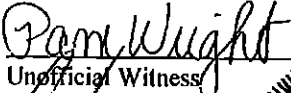
Attest:


ROBERT M. CAUDELL, Secretary

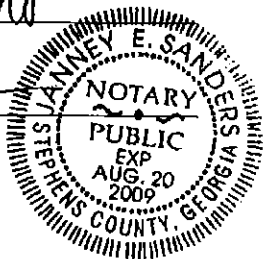
(CORPORATE SEAL)

CORPORATE SEAL AFFIXED

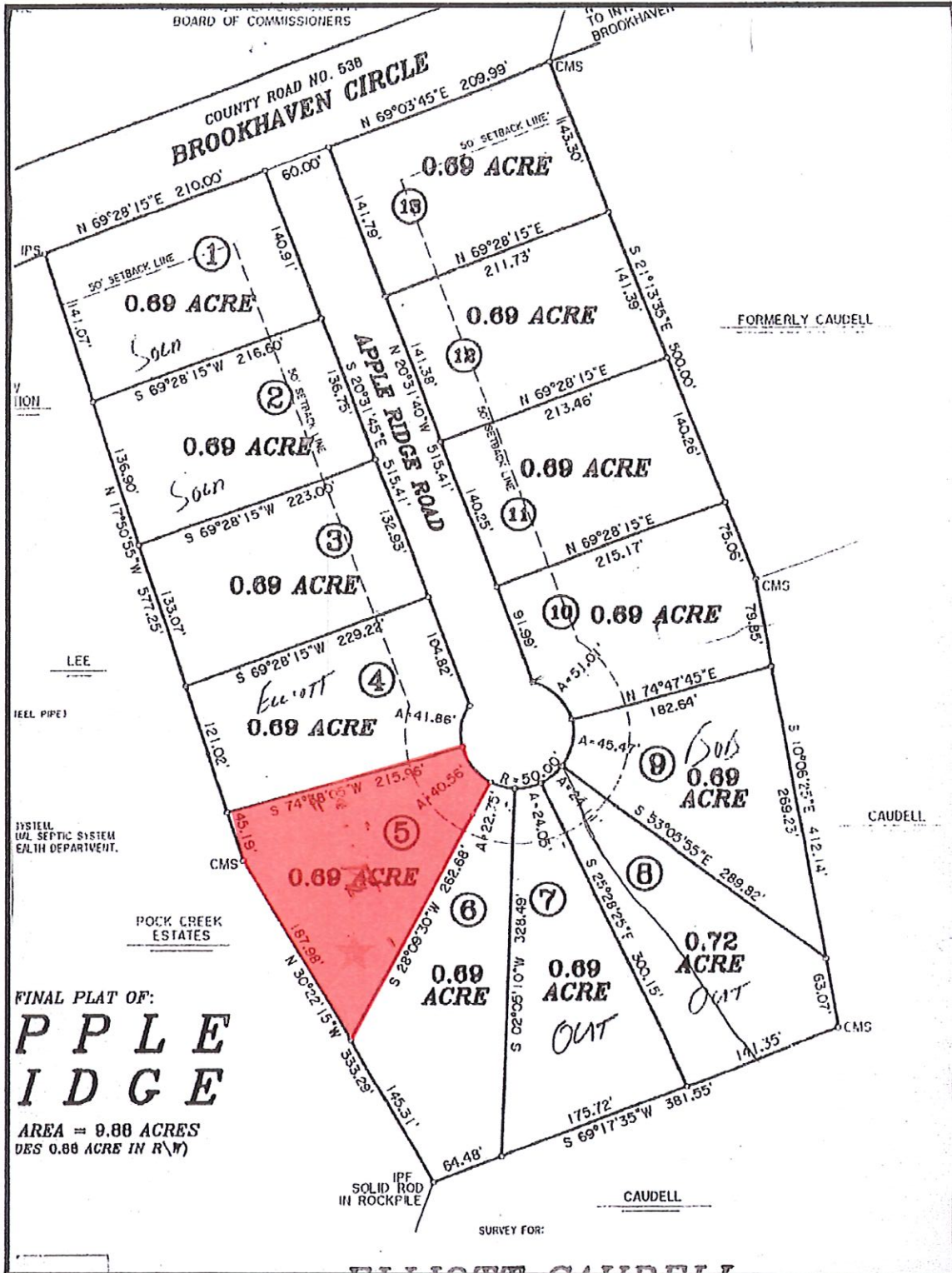
Signed, sealed and delivered this 8th day of March, 2007, in the presence of:


Unofficial Witness


Notary Public



SUBJECT PLAT



ALTON ADAMS
POB 488
TOCCOA, GA 30577

STEPHENS COUNTY
CLERK OF COURT
AUDE SHAFER, CLERK
BOOK PAGE
'00 JAN 20 PM 3 16

RESTRICTIVE COVENANTS FOR APPLE RIDGE SUBDIVISION

GEORGIA, STEPHENS COUNTY.

WHEREAS, Roger C. Caudell is the owner of the property known as Apple Ridge Subdivision, as shown on a plat of survey of said subdivision by Russell N. Bartlett, R.S., dated December 14, 1989, recorded in Plat Book _____, Page _____, Stephens County Records, and being more particularly described as follows:

All that tract or parcel of land lying on the Southeast right-of-way of Brookhaven Circle near Edwards Road and being known as Apple Ridge Subdivision consisting of Lots 1 through 13 according to a plat of survey for Elliott Caudell by Russell N. Bartlett, R.S., dated December 14, 1989, recorded in Plat Book _____, Page _____, Stephens County Records, the description as contained therein being incorporated herein by reference and being more particularly described as follows: BEGINNING at a concrete monument on the Southeast right-of-way of Brookhaven Circle, which monument is South 17 degrees 13 minutes 00 seconds West 81.07 feet from the centerline of the intersection of the right-of-way of Edwards Road with the right-of-way of Brookhaven Circle; thence running South 21 degrees 13 minutes 38 seconds East 500.00 feet to a concrete monument set; thence running South 10 degrees 06 minutes 28 seconds East 412.14 feet to a concrete monument set; thence running South 89 degrees 17 minutes 35 seconds West 381.68 feet to an iron pin found in a rock pile; thence running North 30 degrees 22 minutes 18 seconds West 333.29 feet to a concrete monument set; thence running North 17 degrees 60 minutes 56 seconds West 877.28 feet to an iron pin set on the Southeast right-of-way of Brookhaven Circle; thence running along the Southeast right-of-way of Brookhaven Circle North 89 degrees 28 minutes 18 seconds East 270.00 feet and North 89 degrees 03 minutes 48 seconds East 209.99 feet to the concrete monument point of beginning.

and

WHEREAS, said owner for himself and future owners of the lots within said subdivision desire to create certain protective and/or restrictive covenants upon said property.

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in said subdivision, the undersigned owner does hereby impose the following protective and/or restrictive covenants, which covenants shall be applicable to all lots contained in said subdivision as described herein.

1. All of the lots or tracts in said subdivision shall be known and designated as residential building lots, and no buildings or improvements shall be placed thereon, other than a one detached single-family dwelling not to exceed two stories in height, a private garage for not more than two cars, and such other storage or out buildings as are customary in residential developments. No lot shall be used for commercial purposes. The rental of a private dwelling or residence shall not be considered for commercial purposes.

2. No lot may be subdivided so as to create a smaller building lot but lots may be combined so as to create a larger building lot.

3. No building shall be located on any residential lot nearer than thirty (30) feet to the front lot line nor nearer than ten (10) feet to each side lot line.

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 trailer, basement, tent, shack, garage, barn or other building erected within said subdivision 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 residential structure shall contain less than one thousand (1,000) square feet of heated floor space.

7. All construction shall be of new materials. No old, used, existing building or structure of any kind and no part of an old, used, existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. No sheet metal, corrugated iron or tar paper or asbestos siding shall be used in the construction of a residence on any lot. Concrete or cinder blocks may be used only as foundation material or for decorative purposes. No dwelling shall be erected on which asbestos siding is used for the exterior walls.

8. 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 lot within the subdivision.

9. No property owner shall create through any tract or lot encompassed by these restrictive covenants a roadway, street, alleyway, or other passageway so as to connect any property to which these restrictive covenants do not apply to, without the consent in writing of the Architectural Control Committee established by these restrictive covenants. Consent shall be in writing, shall be in recordable form, and shall be recorded among the deed records of Stephens County, Georgia, prior to the creation of any such roadway, street, alleyway or passageway.

10. No mobile home or other manufactured dwelling designed to be conveyed in one or more units upon the highways may be placed within said subdivision at anytime, either temporarily or permanently.

11. 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.

12. ARCHITECTURAL CONTROL:

(a) No building, including a dwelling, garage, storage building, or other out building 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 approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structure, and as to location with respect to other structures, topography, and finished grade elevation. Approval shall be as provided in paragraph 12(c).

(b) The Architectural Control Committee shall be composed of Roger C. Caudell, R. Elliott Caudell, and Alton M. Adams, all of Toccoa, Georgia. 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) The committee's approval, or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after 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 covenants shall be deemed to have been

fully complied with.

13. 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 (10) years each, unless and until an instrument signed by the majority of the then owners of the lots within said subdivision has been recorded, agreeing to change said covenants in whole or in part.

14. 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.

15. 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 said Roger C. Caudell, owner of the property herein described, has herunto set his hand and seal this 14th day of January, 2000.

Roger C. Caudell (SEAL)
Roger C. Caudell

Executed in the presence of
[Signature]
[Signature]
Notary Public

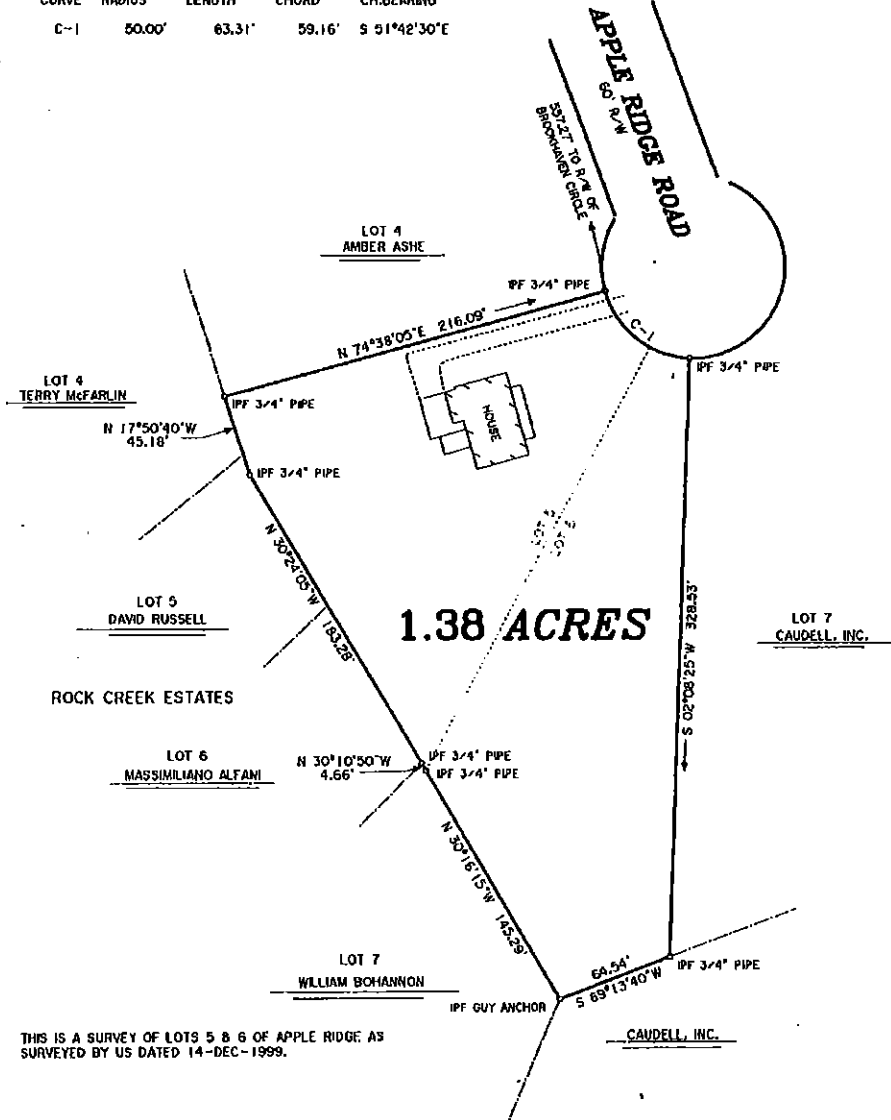


pb:\real estate\apple ridge restrictive covenants

NOTARY PUBLIC SEAL AFFIXED

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING
C-1	50.00'	63.31'	59.16'	S 51°42'30"E

RECORD
NORTH



STEPHENS COUNTY
CLERK OF COURT
AUBREY GRANTON, CLERK
BOOK 11 PAGE 539B
07 MAR 12 PM 2 21

THIS IS A SURVEY OF LOTS 5 & 6 OF APPLE RIDGE AS SURVEYED BY US DATED 14-DEC-1999.

SURVEY FOR:

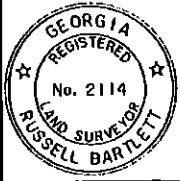
**ERIK LUNSFORD
AMANDA LUNSFORD**

COUNTY: STEPHENS, GEORGIA
GMD: 267
DATE: 4-JAN-2007 MAPPED: 08-JAN-2007
SCALE: 1" = 60'
FB: 318A
JOB: AR56CP
FILE: SCOTT, MARK

IPS - IRON PIN SET
S/P - 3/4" STEEL PIPE
IPF - IRON PIN FOUND
C/L - CENTER LINE
CM - CONCRETE MONUMENT
R/W - RIGHT OF WAY

SURVEYED BY:
BARTLETT & CASH LAND SURVEYORS, INC.
RUSSELL N. BARTLETT - KENNETH V. CASH
RLS NO. 2114 RLS NO. 2539
10282 GA. HWY. 17
MARTIN, GA. 30557
(706) 778-5047

THIS SURVEY IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS WRITTEN OR UNWRITTEN.



THIS SURVEY MADE WITH A TOPCON TOTAL STATION. THE DATA UPON WHICH THIS PLAT IS BASED HAS A MEASURE PRECISION OF ONE FOOT IN OPEN FIELD FEET, AND AN ANGLE AN ERROR OF 0.000 PER ANGLE POINT, AND WAS ADJUSTED BY ANGLE BALANCING. THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 116571 FEET.