

561-283
7-27-06

FILED IN OFFICE
HART COUNTY COURT

2006 JUL 27 PM 12:28

Carolyn Crowe
CLERK

After recording return to:
THE GORDON LAW FIRM
415 East Howell Street
Post Office Box 870
Hartwell, Georgia 30643

Hart County, Georgia
Real Estate Recording Tax
Paid \$ 20.00
Date 7-27-06
W.E. BRIDGES, JR., CLERK

STATE OF GEORGIA
COUNTY OF HART

WARRANTY DEED
(Joint Tenancy With Right of Survivorship)

THIS INDENTURE, made this 26th day of July, 2006, between Town & Country Realty, Inc., a Georgia corporation whose address is 124 East Franklin Street, Hartwell, Georgia 30643, hereinafter referred to as Grantor, and Craig W. Ingalls and Stephanie L. Ingalls of Hart County, Georgia, hereinafter referred to as Grantees:

WITNESSETH: That the Grantor 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 and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees as joint tenants, 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, to-wit:

All that lot or parcel of land lying and being in the 1119th G.M. District, Hart County, Georgia, being known and designated as Lot Sixteen (16) of Points & Coves Subdivision. This lot or parcel of land is more particularly shown and delineated on a subdivision plat of survey dated April 26, 1996, prepared by Dean H. Teasley, Georgia Registered Land Surveyor, recorded in Plat Book 2-G, at Page 157, Hart County, Georgia Deed Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

ALSO conveyed herein is a non-exclusive, perpetual easement for ingress/egress and utilities, including water lines, over, across and under a 20-foot wide ingress/egress easement which is more particularly shown and delineated on the above-referenced subdivision plat of survey.

The above-described lot or parcel of land is conveyed subject to Restrictive Covenants for Points And Coves Subdivision dated August 23, 1999, recorded in Deed Book 343, Pages 253-255, Hart County, Georgia Deed Records.

TO HAVE AND TO HOLD the said tract or parcel of land with all singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of the Grantees as joint tenants, for and during their natural 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 Grantor, for its successors and assigns will warrant and forever defend the right and title to the above described property, unto the Grantees, as hereinabove provided, against the claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this deed by and through its duly authorized officer on the day and year first above written.

Signed, sealed, and delivered in the presence of:

TOWN & COUNTRY REALTY, INC.

WITNESS

Charlene F. Lee
By: Charlene F. Lee, CEO/President

Amber...
NOTARY PUBLIC, Franklin County, Georgia
Commission expiration: 8/7/2009
Date notarized: 7/26/2006

(Corporate Seal)

784

Section 16, Township 14 N., Range 10 E., 1874

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Section 17, Township 14 N., Range 10 E., 1874

Section 17, Township 14 N., Range 10 E., 1874
 Section 17, Township 14 N., Range 10 E., 1874
 Section 17, Township 14 N., Range 10 E., 1874

Section 18, Township 14 N., Range 10 E., 1874

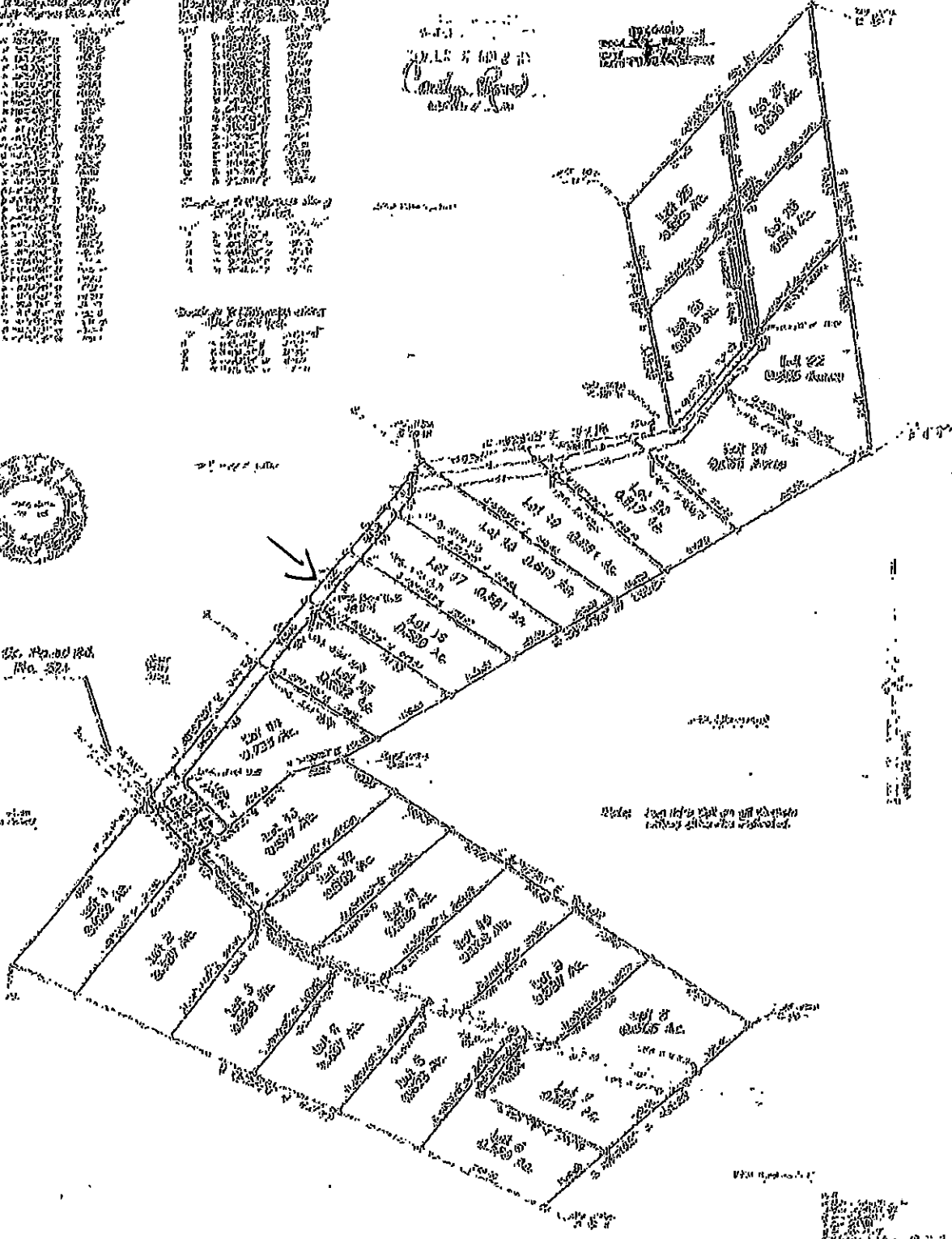
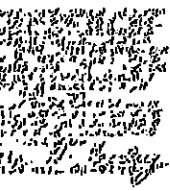
Section 18, Township 14 N., Range 10 E., 1874
 Section 18, Township 14 N., Range 10 E., 1874
 Section 18, Township 14 N., Range 10 E., 1874

County Road
 No. 100



Sec. Road No. 100

Sec. Road No. 100



Points & Corners

Point	Corner	Distance
Point 1	Corner A	100.00
Point 2	Corner B	100.00
Point 3	Corner C	100.00
Point 4	Corner D	100.00
Point 5	Corner E	100.00
Point 6	Corner F	100.00
Point 7	Corner G	100.00
Point 8	Corner H	100.00
Point 9	Corner I	100.00
Point 10	Corner J	100.00



RESTRICTIVE COVENANTS
POINTS AND COVES SUBDIVISION

1. No lot shall be subdivided and all lots in said subdivision shall be used for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories and a private garage for not more than three cars, and other out buildings incident to the use of one single family unit.
2. The living area of the main structure, exclusive of carports, garages, and open or screened porches shall not be less than 1600 square feet. There shall be no preassembled, modular, mobile, or trailer homes in this subdivision.
3. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
4. If the parties thereto, or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.
5. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which will remain in full force and effect.
6. The above restrictions may be altered by written consent by three-fourth of the resident property owners.
7. No structures shall be erected within forty feet from the front property lines, and fifteen feet from the adjoining property line, including the overhang if any.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by Realtor or builder to advertise the property during the construction and sales period.
9. No excavation for stone, gravel, or earth shall be made on the lot except for walls, basements, cellars of dwellings, or beautification of lot.
10. No manufacturing or commercial enterprises shall be built on the property hereby conveyed. This shall not prohibit the private property owners from utilizing the property for a home office or in-house private business operations.
11. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot other than household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to other owners of property located in said subdivision. Vicious dogs or other vicious pets will not be allowed. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or a leash. No structure for the care, housing or confinement of any pets shall be maintained so as to be visible from neighboring property.
12. No garage, detached carport, barn or other out building shall be erected or placed on a lot that does not conform with the quality of workmanship, materials, harmony of external design with existing structures and with regard to location with

respect to topography and finish grade elevation. No fence shall be allowed closer to the front property lines than the back corner to the dwelling. No fences planted tree or shrubs shall be placed on property which restricts view of lake by adjacent property owners.

13. No building shall have unfinished concrete blocks for any portion of its exposed, finished material. Concrete blocks, if exposed, must be architecturally finished or stuccoed.

14. All dwellings shall have complete masonry foundations or brick veneer. Piers are not acceptable foundations in themselves.

15. Driveways shall either of concrete or asphalt and should be completed at time of occupancy.

16. All boats, trailers, campers, recreational vehicles or non operational vehicles of any type, shall be at times kept under a closed, roofed structure which otherwise complies with design requirements of these covenants. No inoperable vehicle, or vehicles which customarily transport flammable or hazardous materials shall be allowed to be parked on any street within the subdivision.

17. All mailboxes and mailbox post shall be of the same of similar design and subject to approval of the architectural committee.

18. All exposed above ground tanks for storage of fuel, water, or any other use must be shielded from the view of the street and located in the rear yard.

19. All antennas, including dish antennas are required to be located in the rear yard and must be shielded from view of the street.

20. It shall be the responsibility of each property owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of buildings or grounds on his or her lots. No lot shall be used, in whole or in part for the storage of any property or thing that will cause such lot to appear to be in and unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or the surrounding property. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. There shall not be maintained any plants or animals, device or thing of any sort whose activities or existence in any way is obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof.

21. No hobbies or activities including specifically the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall be pursued or undertaken in any part of the community.

22. All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring lots, streets and property located adjacent to the community. All trash, rubbish, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No lot shall be used or maintained as a dumping ground for rubbish.

23. All swimming pools, play scapes and tree houses are to be located in rear yard.

24. Owners will be responsible for septic tank and drain field installation which must conform to the guidelines of state and county health department regulations. The location of same must be approved by said authority before building a house.
25. No private wells will be allowed on individual lots in said subdivision.
26. Owners recognize that any and all means of ingress and egress to this property is considered by the governing body of Hart County to be private ways not maintained by said governing body.
27. No house or building of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plat showing location of the structure have been approved by the Architectural Control Committee as to the quality of materials, workmanship, harmony of external design, and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the back line of the house, unless similarly approved.

In witness whereof, W. L. Carey, seller, has hereunto set his hand and seal this 23 day of August, 1999 in declaration of the PROTECTIVE COVENANTS OF POINTS AND COVES SUBDIVISION, of Hart County, Georgia.

Signed, sealed and delivered
in the presence of:

By W. L. Carey
W. L. Carey, Seller

Crescent
Witness

Maria Hambrick
Notary Public

My Commission Expires June 2, 2002

FILED IN OFFICE
HART COUNTY CLERK
09 AUG 23 PM 4 46
[Signature]
DEPUTY CLERK