

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended, and no tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines;

11. Only ornamental fences and walls conforming architecturally to the principal dwelling on said tract of land shall be erected or constructed on said tract of land along the street front of said tract of land or the side of property lines from the street back to a point opposite the front line of the residence or an extension of such front line to the side property lines;

12. Notwithstanding any other provision of these restrictions specifying limitations on improvements which may be constructed on said lot of land, no structures or improvements of any description, including walls and fences shall be erected on said tract of land without the prior written consent and approval of either Marion C. Ivey, Sr. or Ivey & Company of Athens, Inc. In the event of the death of Marion C. Ivey, Sr., Ivey & Company of Athens, Inc. may empower and designate a person, a group of persons, or an entity to exercise the consent and approval of plans and specifications as provided herein;

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose;

14. Said lot shall not be used or maintained as a dumping ground for rubbish, trash, garbage or waste, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition;

By accepting this deed, Part _____ of the Second Part consent _____ to the imposition on the above described tract of land of the restrictions hereinabove set forth and agree _____ that the restrictions hereinabove set forth shall be applicable to and only to the numbered lots shown on the plat by which the tract of land conveyed is described and _____ he _____ further agrees that _____ he _____ ha _____ no right regarding the use of any other or adjoining property of Marion C. Ivey, Sr.

TO HAVE AND TO HOLD the said described property, with all and singular, the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Part _____ of the Second Part, _____ heirs, executors, administrators and assigns, in Fee Simple,

And the said Party of the First Part warrants and will forever defend the right and title to the above described property unto the said Part _____ of the Second Part, _____ heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has set his hand and seal and delivered these presents the day and year above written.

Signed, sealed and delivered in the presence of

Marion C. Ivey, Sr.

Notary Public,

County, Georgia