

Warranty Deed

STATE OF GEORGIA, Athens-Clarke County

This INDENTURE made and entered into this 19th day of August, in the year of our Lord One Thousand Nine Hundred and Ninety Eight (1998) between MARION C. IVEY, SR. of the County of Athens-Clarke, State of Georgia, as Grantor, and WILLWORK, LLC, a Georgia Limited Liability Company of the County of Jackson, State of Georgia, as Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural, and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

ALL that tract or parcel of land, situate, lying and being in the 241st District, G.M., Athens-Clarke County, Georgia, containing 45,428 acres, more or less, and being more particularly described according to a plat entitled "Survey for Willwork, L.L.C." dated June 9, 1998, prepared by Ben McLeroy & Associates, Inc., Engineers & Surveyors, and being recorded in Plat Book 34, page 226, Office of the Clerk, Superior Court, Athens-Clarke County, Georgia, reference being hereby made to said plat for a more complete description of the property herein conveyed.

The above described property is conveyed subject to the restriction that the property shall be developed as a residential subdivision containing necessary rights-of-way and approximately 61 residential lots known or to be known as Lots 19 and 20 of Block D, Lots 1, 2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 of Block G, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Block H, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 of Block I, all of Huntington Park according to that certain plat of survey entitled "Huntington Park" dated July 15, 1980, last revised February 11, 1998, prepared by Ben McLeroy & Associates, Inc., Engineers and Surveyors, reference being hereby made thereto for a more particular description and each developed lot shall be conveyed subject to those certain restrictions as described on Exhibit "A" attached hereto and made a part hereof.

By accepting this deed, Grantee consents to the imposition on the above described tract of land of the restrictions herein set forth and agrees that the restrictions herein set forth shall be applicable to and

only to the tract of land conveyed as described and Grantee further agrees that Grantee has 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 Grantee, his heirs, executors, administrators, successors and assigns, forever, in Fee Simple,

AND THE SAID GRANTOR will warrant and will forever defend the right and title to the above described property unto the said Grantee, his heirs, executors, administrators, successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand, affixed his seal, and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Marion C. Ivey, Sr.

Notary Public

EXHIBIT "A"

The tract of land hereinabove described being sold and this deed being given subject to the following restrictions which shall be applicable to and only to and by which the tract of land hereby sold is described, and said restrictions shall in no wise nor by any implication affect or be imposed hereby upon any other property of Marion C. Ivey, Sr. or Ivey Realty Associates, Inc. or both, said restrictions being as follows:

1. Said tract of land must be used for residential purposes only and the entire tract of land conveyed hereby is sold as and shall be used as a single residential lot, provided however, said lot or any portion thereof may be added to or combined with another lot or portion of another lot so as to form a single residential building lot, provided however, the right to combine lots or a portion of lots shall not be construed to grant the right to subdivide lots into a greater number of lots;
2. No structure shall be erected, altered, placed or permitted to remain on said tract of land hereby conveyed other than one detached single family dwelling constructed and maintained for the use and occupancy of a single family unit and private garage for not more than three cars and other outbuildings customarily used in connection with and incidental to a single family dwelling;
3. No garage shall be constructed on said tract of land so that the front or door thereof opens facing the street on which the dwelling fronts, it being understood that an open carport attached to and constructed as part of a single family dwelling shall not be construed to be a garage;
4. No building shall be erected on said tract of land closer than 50 feet to the street on which said tract of land fronts, provided however, in the case of a corner lot fronting on two streets or a lot completely fronting a cul-de-sac, no building shall be erected closer than 40 feet to either street or the cul-de-sac, as the case may be, and no building shall be erected on any lot closer to an interior lot line than the minimum required by applicable zoning regulations;
5. No dwelling shall be erected on said tract of land which is more than two stories high on the side of such dwelling which faces the street;
6. The ground floor area of any structure exclusive of one story open porches and garages shall not be less than 2000 square feet in the case of a one story structure, nor less than 1200 square feet of ground floor area and not less than 2400 square feet overall in the case of a one and one-half or two story structure;
7. No trailer, tent, shack, garage, detached carport, barn or other outbuilding erected on said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence;
8. No clothes line, dryer racks or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear of the residence constructed on said tract of land or an extension of said rear line to the side lines of said tract of land;
9. No exposed above ground tanks will be permitted for storage of fuel, water or for any other use;
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 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 ~~within such distances of such intersections unless the foliage~~ of such sight lines [*strike-through does not appear in the original document; there was apparently a typographical error at this point*];

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. 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;
13. 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;
14. No noxious or offensive activity shall be carried on upon any lot, street or common area, nor shall anything be done thereon which may be or become an annoyance, nuisance or threat to the health or property of residents or to the neighborhood;
15. Swimming pools must be constructed below ground level and their location is subject to the same setback requirements as dwellings and other improvements. A fence of sufficient height and construction must surround all swimming pools according to the then current Clarke County Zoning Regulations. All-weather heated "bubble" covers for outdoor pools are specifically prohibited and further, all pool construction is subject to approval by the Architectural Control Committee as provided herein;
16. The discharge of firearms on or over the property is prohibited and there shall be no hunting or trapping of animals on the property;
17. No satellite dish or receiver of any sort shall be placed, allowed or maintained in the front yard of any lot.
18. 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 Marion C. Ivey, Sr. (the "Architectural Control Committee"). In the event of the death of Marion C. Ivey, Sr., Marion C. Ivey, Jr. as successor, may empower himself or designate a person, a group of persons, or an entity to exercise the consent and approval of plans and specifications as provided herein;
19. Whenever the Architectural Control Committee finds that hardships or practical difficulties may result from strict compliance with these Covenants, and/or the purposes of these Covenants may be served to a greater extent by an alternative proposal, the Committee may unilaterally approve variances to these covenants provided, however, that such variances shall not have the effect of nullifying the purpose of these Covenants;
20. Plans and specifications are not reviewed for engineering and structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, nor the members thereof, assumes liability or responsibility therefor, nor for any defect

in any structure constructed from such plans and specifications. Neither Marion C. Ivey, Sr., the Architectural Control Committee, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every owner agrees that he will not bring any action or suit against Marion C. Ivey, Sr., the Architectural Control Committee, or the officers, directors, members, employees and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given;

The above described property is further conveyed subject to the following matters:

1. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises and all matters as disclosed on the plat of survey referenced in the conveyance of the within property.
2. Rights of upper and lower riparian owners in and to the waters crossing or abutting subject property and the natural flow thereof, free from diminution or pollution.
3. All easements, reservations, zoning ordinances and restrictions of record if any and to all other matters of record.
4. Ad Valorem property taxes for the year 1998 and subsequent tax years.

Grantee expressly agrees and understands that the within described property is being conveyed in its "AS IS" condition and Grantor makes no warranties either expressed or implied other than the warranty of title as set forth herein.

Recorded in Book 1733, Pages 537-541, August 24, 1998, Rosemary Wilson, Deputy