

## Warranty Deed

### STATE OF GEORGIA, Clarke County

THIS INDENTURE made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One Thousand Nine Hundred and \_\_\_\_ between Marion C. Ivey, Sr. of the County of Clarke, State of Georgia, as Party of the First Part and \_\_\_\_\_ of the County of \_\_\_\_\_, State of Georgia, as Part \_\_\_\_ of the Second Part, WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) and other 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 Part \_\_\_\_ of the Second Part, \_\_\_\_\_ heirs and assigns, the following described property, to wit:

All that tract or parcel of land, situate, lying and being in the 241st District, G.M., Clarke County, Georgia, known and designated as Lot \_\_\_\_ of Block \_\_\_\_ of Section \_\_\_\_ of Huntington Park Subdivision according to a plat thereof made Ben McLeroy & Associates, Inc. on \_\_\_\_\_ which is recorded in Plat Book \_\_\_\_, page \_\_\_\_, in the Office of the Clerk of the Superior Court of Clarke County Georgia;

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 the numbered lots shown on the plat to which reference is hereinabove made, 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., 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 containing not less than 20,000 square feet, provided however, the right to combine lots or a portion of lots shall not be construed to grant the right to re-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 but in any event not closer than 10 feet;

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 1800 square feet in the case of a one story structure, nor less than 1200 square feet 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 lines, drying 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 the 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 lot within the triangular area formed by the street property lines and a line connecting them at a point 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, described tract of land of Part\_\_\_ of the Second Part consent to the imposition on the above described tract of land 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 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 behalf 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