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KRISTIN C. HALL
CLERK, E.C.S.C

**RESTRICTIVE COVENANTS
FOR HILLVIEW ESTATES**

GEORGIA, EMANUEL COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, RUSTY LANE is the owner of the following described property, to-wit:

All that tract or parcel of land lying, situate and being in the 1560th G.M. District of Emanuel County, Georgia, containing 34.09 acres, designated as Lots #1, 2, 3, 4, 5, and 6 of Hillview Estates, fronting on the Northern side of Wood Pecker Trail (County Dirt Road #288) as shown on a Plat of Survey made by G. William Donaldson, Surveyor, dated June 10, 2016, recorded in Plat Book 22, page 643, to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by lands of Kenny Clifton and lands of George Richard Clifton, as shown on said Plat of Survey; East by lands of Charlie Earl Oglesby, Jr. as shown on said Plat of Survey; South by Wood Pecker Trail (County Dirt Road #288); and West by lands of Kenny Clifton as shown on said Plat of Survey.

Said property is a portion of that conveyed by a Warranty Deed dated September 18, 2015, from Adrian Housing Corporation to Rusty Lane, which is recorded in the Office of Clerk, Emanuel Superior Court, in Deed Book 421, pages 268-269.

Said property is designated by the 2016 Emanuel County Tax Assessors as Map and Parcel # 167-004B.

Whereas, the restrictions hereinafter set forth will encourage, promote, and control the development of said property for an attractive residential purpose, and thereby secure to each site owner the full benefit enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners;

Now, therefore, in consideration of the premises, **RUSTY LANE**, does hereby covenant and agree with the prospective purchasers of the lots in the above described property that the use of said property shall be and is hereby restricted as hereinafter provided, to-wit:

1. Said property shall be used only for residential purposes, for single family dwellings only. Property owners will be expected to keep lots and exterior improvements neat and attractive at all times.

2. Only buildings of new construction may be erected on said property.

3. No residence shall be erected on any lot unless the lot fronts on a public road.

4. No building shall be erected on any lot nearer than 100 feet from the road which the residence faces or 50 feet from a side or back property line.

5. No residence, other than club houses, shall be erected on any lot unless the residence has at least 1200 square feet of heated living area, exclusive of porches and garages.

6. Club houses shall be allowed upon the property provided they meet the following specifications:

a. Said club house shall comply with all other restrictions contained herein other than the size which shall be not less than 500 square feet of heated living area-exclusive of porches and garages.

b. Club houses shall be erected at least 200 feet from any road and at least 50 feet from a side or back property line which joins property which is a part of this subdivision.

7. No residence shall be erected on any lot unless the residence will comply with the Federal Housing Administration specifications and no house or other buildings shall be built with concrete block exterior.

8. The residence to be constructed on each lot in the property shall be completed in a good and workmanlike manner and shall be completed within twelve (12) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the property for more than three (3) months after such destruction or damage.

9. All-plumbing in all buildings on the property must meet the requirements of and be approved by the Emanuel County Health Department. No outdoor privies shall be allowed.

10. All out buildings, club houses or additions shall be built to comply with the Emanuel County Building Code.

11. No obnoxious or offensive activities shall be carried on upon any lots, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

12. No portion of said property shall be used or maintained as a dumping ground for junk or other trash. Garbage and other wastes shall be kept only in sanitary containers.

13. Under no circumstances shall any non-operable motor vehicles, trailers, etc. be allowed to remain on the premises for more than thirty (30) days; it being the intention of this provision to prevent the storage or parking of junked automobiles, trucks, trailers or other motor vehicles on the premises.

14. Modular or mobile homes located on the property shall meet the following conditions:

A. All modular or mobile homes shall be not less than Twenty Four (24) feet in width and Fifty (50) feet in length.

B. All modular or mobile homes shall have the wheels, axles and tongue removed and placed on a permanent foundation with brick skirting and

underpinning.

C. All modular and mobile homes shall have a front deck not less than ten (10) feet in width and twelve (12) feet in length, and a back deck not less than six (6) feet in width and eight (8) feet in length.

15. All water tanks and water pumps shall be enclosed in a structure to be constructed in keeping with the main dwelling on the property.

16. No lots shall be further subdivided.

17. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

18. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant stated above, either to restrain the violation or to recover damage.

19. The invalidation of any one of the foregoing covenants by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.

20. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2025, at which time said Protective Covenants shall be automatically be extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change the Protective Covenants in whole or in part. If the owners of any of the lots in this property or any of their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or property to prosecute any proceeding 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 redress of such violation, and this provision shall be cumulative with, and not restrictive of rights provided by law.

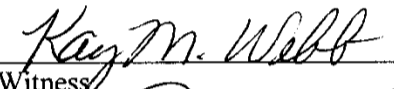
21. A copy of these protective covenants shall be recorded on the public records in the Office of Clerk, Emanuel Superior Court, and all conveyances of portions of said property shall be subject to these covenants.

IN WITNESS WHEREOF, **RUSTY LANE** has hereunto set his hand and seal, this day of 17th day of June, 2016.

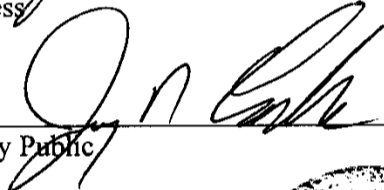


RUSTY LANE

Signed, sealed and delivered in
the presence of:



Witness



Notary Public

