

STATE OF GEORGIA,

COUNTY OF UNION

File #: 0409-L01

03/07/18
8:20PM EST
JPE

03/07/18
8:04PM EST
JPE

dotloop signature verification

This Indenture made this 3rd day of September, 2004 between Eugene O. Gresens and Joanne D. Gresens, of the County of Union, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Rickey L. Browning and Teresa D. Browning, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts 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 Grantees, as joint tenants and not as tenants in common, 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 described property:

All that tract or parcel of land lying and being in Land Lots 282 & 283, 10th District, 1st Section, Union County, Georgia containing 2.393 acres and being Lot One (I) as shown on a plat of survey by Rochester & Associates, Inc., R.S. #1534, dated April 2, 1998, revised March 12, 1992, recorded in Plat Book Z, page 192, Union County records which description on said plat is incorporated herein by reference.

The property is conveyed to the following restrictions:

1. No mobile homes shall be placed (permanently or temporarily) on any lot, or subdivision road, except existing trailer.
2. No double wide mobile homes, nor any modular homes, nor any factory constructed homes shall be placed permanently or temporarily, on any lot or subdivision road.
3. All subdivision lots are for single family residential purposes only. Only one residence shall be erected on any one lot, provided however that the owner of any lot may erect an attached garage, outbuilding or guest house for use in connection with such residence. Provided further, any lot owner may keep and maintain no more than one camper (travel or trailer) on one lot.
4. No such single-family residence shall be constructed with less than nine hundred (900) square feet of heated living space exclusive of any carport, garage, basement, deck, patio, and open porches.
5. No structures erected on any such lots shall have exposed block or concrete exterior walls and all such walls shall be finished on the exterior side in wood, brick, stone, stucco, or aluminum siding.
6. No building or any part thereof including garages and porches shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site the lot lines shall refer only to lot lines bordering adjoining property owners.
7. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds), which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.
8. No lot shall be used for commercial activity or business other than arts or crafts operated solely by family members occupying the residence.
9. No lot shall be used in whole or part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit fowl or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.
10. Each lot owner shall have a nonexclusive easement of ingress and egress to and from their respective lot over, above and across the subdivision lots as shown on said plat of survey.

The property is subject to the Easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, page 675, Union County records.

The property is subject to the Water and Well Agreement as recorded in Deed Book 318, page 558, Union County records.

ALSO: A one-fourth (1/4) undivided interest in the following: All that tract or parcel of land lying and being in Land Lots 282 and 283, 10th District, 1st Section, Union County, Georgia containing 2.406 acres and being Lot Five (V) as shown on a plat of survey by Rochester & Associates, Inc., R.S. #1534, dated April 2, 1998, revised March 12, 1992, recorded in Plat Book Z, page 192, Union County records which description on said plat is incorporated herein by reference.