

271 BK.58 21

members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of-- the said party of the second part, his heirs and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and affixed his seal__, the day and year above written.

Signed, sealed and delivered in the presence of

Melba Robertson

James F. Brown (Seal)

Joan Hazard (Notarial Seal)
Notary Public, Georgia State at Large
My Commission Expires Aug. 25, 1961

Recorded June 30, 1958

Bess Tucki (CLERK)

SWAN LAKE ESTATES AND COUNTY CLUB

Henry County, Georgia

Building and Zoning Restrictions for the 3rd Section of Swan Lake Estates,
District 12, Land Lots 129 and 130

All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than detached, single family dwelling, not to exceed two stories in height.

No building shall be erected, placed, altered, or permitted to remain on any building lot in this sub-division until the building plans, specifications, and plot plan showing the location of the building has been approved in writing by the developer or his or their successors in title to lots not sold by developer, or by a committee appointed by said developer or his or their successors in title as aforesaid, subsequent to partial or total development of said sub-division. In the event said developer or committee or successors in title as aforesaid fail to approve or disapprove such building plans, design, location or specification within 30 days after submission, then such approval will not be required, provided the design, location, and specifications are in harmony with existing structures located on the tract and do not violate any restriction.

No dwelling shall be erected, placed, altered, or permitted to remain on any lot in the tract with a ground floor area of less than 850 square feet for summer houses and cottages and 1,000 square feet for permanent homes, exclusive of open porches and garages.

The aforesaid requirement applies to all lots not fronting on the lake. Dwellings erected on lake front lots must contain a floor area of 1,000 square feet for summer houses and cottages and 1,400 square feet for permanent homes. It is expressly understood that the designation "summer houses or cottages" is for the occupancy of the owner on a temporary basis and to be used from time to time only and will not constitute a permanent domicile. The permanent home as described above is for permanent occupancy of the owner of each individual lot or lots and may be used as his permanent domicile.

No building of any nature shall be erected, placed, altered, or allowed to remain nearer than thirty-five (35) feet to the front lot lines or within ten (10) feet of any side or rear lot line.

No permanent home dwelling shall be erected on any one lot containing less than approximately ten thousand square feet.

No fence shall be erected, placed, altered, or allowed to remain having a height of more than four (4) feet; and such fences must be decorative and complimentary to the general construction of the area. No closed fencing of any nature or solid walls of brick, rock, concrete block, or any material of a height of over two (2) feet shall be placed, erected, altered, or allowed to remain on any lot in this sub-division.

No privies or unsightly out-buildings shall be erected on any lot, and the out-buildings provided for herein shall be consistent and harmonious with the style and construction of residence buildings.

At no time shall any tent, garage, barn, or other out-building erected on any lot, and any trailer or basement be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Residential and out-buildings may be constructed of any type material, except asphalt siding, which is expressly prohibited; and all dwellings must be completely finished before they are occupied as such.

Building and Zoning Restrictions

- 2 -

No livestock of any nature or classification whatsoever may be kept or maintained by any person or persons, property owner or tenant, within this sub-division. Poultry may be kept in reasonable numbers, provided same are kept securely fenced on rear of lot only. "household pets are excluded from the provisions of this covenant, provided, however, they are not raised for commercial purposes.

It is expressly understood that all prospective and future property owners must be approved by Swan Lake Development Company, its successors in title as aforesaid, or by the committee of Swan Lake Country Club.

It is expressly understood that the lake and all its facilities shall not be available to the general public. Only owners of property in Swan Lake Estates shall be permitted to use Swan Lake and its facilities.

It is expressly understood that Swan Lake Development Company, its successors in title as aforesaid, or the committee of Swan Lake Country Club shall have the legal right to control all activities in connection with the enjoyment and facilities of the lake.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until the year of 1977, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part. If the owners of any of the lots in this sub-division or any of their heirs or assigns shall violate or attempt to 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 sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other redress for such violation.

Evelyn Jane Daughtry

Sworn and subscribed before me this 25th day of June, 1958

Mary P. Norton (Notarial Seal)
Notary Public, Georgia, State at Large
My Commission Expires Oct. 20, 1960

SWAN LAKE DEVELOPMENT COMPANY

By: Louis Greene
Louis Greene
Swan Lake Development Company,
a limited partnership composed of Louis Greene, General partner, and Lorna Greene and Betty R. Ebner, limited partners.

Bess Tuckie (CLERK)