

PROTECTIVE COVENANTS, RESTRICTIONS
AND UTILITY EASEMENT

SPRING HILL SUBDIVISION

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SPRING HILL SUBDIVISION
PROTECTIVE COVENANTS, RESTRICTIONS AND
UTILITY EASEMENT

GEORGIA, TIFT COUNTY.

John L. Wright and James L. Bowen, Jr., as the owners and developers of Spring Hill Subdivision, a subdivision located in Land Lots 303 and 304 of the 6th Land District of Tift County, Georgia, the lands of said subdivision being described in the Warranty Deed to the aforesaid parties dated March 21, 1966 which is recorded in Deed Book 98, page 83, records of Tift County, Georgia, and, the lands of said subdivision also being shown by a plat prepared by E. J. Conoly, Surveyor, based on his survey of March 17, 1966, which is recorded in Plat Book 5, page 19, aforesaid records, come now and establish, adopt, and file for record in the Office of the Clerk of the Superior Court of said county the following covenants and restrictions, restricting and limiting the use and occupancy of the lots in said subdivision and the buildings and improvements to be erected thereon, which covenants shall be deemed and held to be a part of all deeds, transfers, or conveyances of or affecting any of the lots or parcels of land in said subdivision. All deeds executed in connection with the sale of any and all of said lots shall refer only to the Book and Page number where these Protective Covenants, Restrictions and Easement are recorded, and they shall be as fully binding on the purchaser of any and all of said lots, and his successors in title, as fully and completely as if the same were minutely set out in such deed. The covenants, restrictions, and Easement hereinafter set out are, and shall be held to be, covenants running with the land and binding on the owners of the

ATHOUR S. OWENS
ATTORNEY AT LAW
TIFTON, GEORGIA

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lots in said subdivision for a period of 50 years from the date of this instrument, after which time said covenants, restrictions, and easement shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, restrictions and easement, in whole or in part, said covenants, restrictions and easement being as follows:

1.

The land shall be used for residential purposes only.

2.

No structure shall be erected nearer than 20 feet to any of the lines of the lots.

3.

No lot may be re-subdivided so as to change the lot lines as set forth in the description in the Deed to such lot.

4.

No more than one residence may be constructed on any one lot.

5.

No residence shall be erected on any lot having less than 1,800 square feet of heated area.

6.

Only brick, brick-veneer, or wood may be used for the exterior construction of any residence.

7.

An easement for the installation and maintenance of utilities is reserved and retained by John L. Wright and James L. Bowen, Jr. over the rear 10 feet of each lot, together with the

right of ingress and egress over and across any lot to such easement area.

IN WITNESS WHEREOF, the undersigned owners of said subdivision, have hereunto set their hands and affixed their seals, this 9th day of May, 1967.

Signed, sealed and delivered in the presence of:

Glenn Hobbs
Glenn Hobbs

John L. Wright (SEAL)
John L. Wright

Raymond J. Owen
Raymond J. Owen
N.P. H. State at large
my comm. exp. 5/30/69

James L. Bowen, Jr. (SEAL)
James L. Bowen, Jr.

Seal Affixed

BETHOUA S. OWENS
ATTORNEY AT LAW
PITTSBURGH, PENNSYLVANIA

RECORDED MAY 16, 1967-

R. Rowan
Clerk