

See Quit Claim Deed in Deed Book 6620, Page 200  
Quit Claim Deed in Deed Book 6660 Page 881.  
Warranty Deed in Deed Book 6662 Page 287.  
Warranty Deed in Deed Book 6663 Page 366.

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GEORGIA, MCDUFFIE COUNTY.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Belle Meade Country Club, Inc. is the Owner of a certain tract of land in McDuffie County, Georgia, immediately North of property on which is located the Thomson-McDuffie Airport, which property is known as the Belle Meade Country Club Subdivision and is shown on Plat of Survey of said Subdivision made by D. N. Crumpton, Surveyor, on July 17, 1967, which Plat is recorded in the Office of the Clerk of Superior Court of McDuffie County, Georgia, in Plat Book "C", at page 106; and,

WHEREAS, Belle Meade Country Club, Inc. desired to impose upon said Subdivision certain Restrictive Covenants subject to which all conveyances of lots therein shall be made and which shall be adhered to in the development and improvement of the property,

NOW THEREFORE, in consideration of the premises, the undersigned Owner of said Subdivision does hereby impose upon same, the following Restrictive Covenants which shall run with the land and shall be binding upon the undersigned and all persons claiming under him for a period extending to January 1, 2000, at which time said Covenants shall be automatically extended for successive periods of ten (10) year unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

-1-

All lots in the Subdivision shall be known and described as Residential lots. No structure shall be erected, altered, placed or permitted to remain on said residential building plot other than one detached single family dwellings not to exceed two and one-half stories in height and private garage for not more than two cars.

-2-

No building shall be located, placed or altered on any building plot in said Subdivision until the building plans, specifications

and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation by a Committee composed of Boona A. Knox, Jack B. Smith, and W. L. Godwin, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of the building or the making of the alterations has been instituted prior to the completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. Neither the members of such Committee nor its designated representative, shall be entitled to any compensation for any services performed pursuant to this covenant. The powers and duties of such Committee and/or its designated representative shall cease on and after January 1, 2000. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

-3-

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded Plat. In any event, no building shall be located on any residential building plot nearer than thirty-five (35') feet to the front lot line, nor nearer than fifteen (15') feet to any side

street line. No building except a detached garage or other outbuilding located three-fourth (3/4) the depth from the front lot line shall be located nearer than five (5') feet to any side lot line.

-4-

No residential structure shall be erected or placed on any building plot which plot has an area of less than 20,000 square feet or a width of less than one hundred (100) feet at the front building set-back line.

-5-

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

-6-

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

-7-

No dwelling costing less than \$15,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 1400 square feet in the case of a one story structure, nor less than 900 square feet in the case of a one and one-half, two or two and one-half story structure.

If the parties hereto, or any of them, or 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 Subdivision to prosecute any proceedings at

at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. However, all restrictions and limitations herein contained shall not be construed as Covenants and shall not be held or treated as conditions and no forfeiture or reversion of title shall result from the violation of any of said restrictions or limitations.

Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the above provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Belle Meade Country Club, Inc. has hereunto set its hand and affixed its seal on this the 1st day of January, 1968.

BELLE MEADE COUNTRY CLUB, INC.

Signed, sealed and delivered in the presence of:

By Boris A. Gump  
President

Nancy L. Thompson

By William M. Wheeler  
Secretary

John W. Rogers  
Notary Public, McDuffie County, Ga.  
My Commission expires: 3-2-71

Georgia, McDuffie County,  
Clerk Superior Court  
I certify that the above is a true and correct copy of the original as recorded at  
11:15 on April 11, 1968  
and recorded at 11:15 on April 11, 1968  
William C. Luton Clerk

11-GA

DEED TO SECURE DEBT WITH POWER OF SALE (Short Form)

STATE OF GEORGIA, McDuffie COUNTY.  
In consideration of Ninety Six Thousand Seven Hundred Fifty & No/100 DOLLARS, the receipt whereof is hereby acknowledged, BELLE MEADE COUNTRY CLUB, INC.

of McDuffie County, Georgia, party of the first part, has, this day bargained and sold and do hereby transfer and convey unto MARY A. SNICK, her

successors, heirs, executors, administrators and assigns, of the second part, the following described tract of land, to-wit:

DESCRIPTION OF LAND HEREBY CONVEYED IS CONTAINED IN ANNEX "A", HERETO ATTACHED.

GEORGIA INTANGIBLE TAX PAID

246.00  
Att. S.  
W. H. Thompson  
Tax Comm. Sec.

TO HAVE AND TO HOLD the same in fee simple; and said first party warrants the title to the same unto said second party and assigns.  
This conveyance is made to secure a debt of \$ 96,750.00 under Title 47, Section 1307 of the Code of Georgia of 1933, and also any other present and/or future indebtedness and/or liability of mine to second party.  
The debt hereby secured is described as follows: 1 note, and/or any notes given in renewal thereof, for 96,750.00 dated                      and due and payable in quarterly installments over a period of years as will more fully appear with reference to said note.