

RESTRICTIVE COVENANTS FOR POSSUM POINT SUBDIVISION

GEORGIA, PUTNAM COUNTY:

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this October 11, 1974, by Keating International Corporation, hereinafter referred to as "Keating International Corporation".

WITNESSETH:

THAT, WHEREAS, Keating International Corporation is the owner of the subdivision known as Possum Point Subdivision, Section 2, and being a subdivision of all of those certain lots, tracts or parcels of land, situate, lying and being in Putnam County, Georgia, and being located in the 313th Militia District of Putnam County, Georgia, being more particularly identified and described as all of the lots shown on a plat of Possum Point Subdivision, Section 2, made by Ogletree, Smith & Associates, dated September 9, 1974, and recorded in Plat Book 6, page 182, in the Office of the Clerk of the Superior Court of Putnam County, Georgia; and,

WHEREAS, it is to the interest, benefit and advantage of Keating International Corporation and to each and every person who shall hereafter purchase any lot in said subdivision that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land:

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Keating International Corporation, and each and every subsequent owner of any of the lots in said Subdivision, the Undersigned do hereby set up, establish, promulgate and declare the following restrictive covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these covenants being effective immediately.

1.

All of the lots and land in said described Subdivision unless otherwise designated on the recorded plat shall be known, described and used solely as residential or recreational lots and shall in no wise be used for commercial purposes. No structures shall be erected or placed on any lots other than one detached single family dwelling or mobile home together with a one or several car garage, boathouse and such servant's quarters and other structures erected for the pleasure and convenience of the occupants of the residence.

2.

No lot shall be divided or re-divided.

3.

No building structure or mobile home shall be erected or placed upon said lot at a less distance than 10 feet from any property line except a boat dock and a boathouse; and provided further that no such structure or mobile home shall be erected or placed less than 50 feet from any public road right-of-way.

4.

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.

5.

No tent, shack, garage, garage-apartment, or other out building shall at any time be used on said property as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

6.

Residential exteriors may be finished with brick asbestos shingles, siding, painted or stained wood, enamel or painted metal or similar attractive materials. Asphalt siding and unpainted metals are expressly prohibited and all dwellings must be completely finished before they are occupied as such.

7.

No animals such as cows, horses, pigs, etc. shall be kept on property.

8.

The ground floor area of the main structure of any dwelling constructed on any of said lots, exclusive of open porches and garages shall not be less than 600 square feet in the case of the one story structure, nor less than 860 square feet in the case of a one and onehalf or two and one half story structure. This covenant does not apply to former homes.

9.

Mobile homes are strictly included in the residence allowed on the lots included herein; provided however, that any such mobile home shall have not less than 500 square feet of living space; all exclusive of garages and porches and any such mobile home shall be underpinned.

10.

When any lot in said subdivision is built upon it shall be incumbent upon the owner to install a water closet connected to a sanitary septic tank in conformity with the rules and regulations established by the Putnam County Board of Health and/or the Georgia Department of Human Resources whichever shall be higher before the dwelling is occupied temporarily, casually, or permanently. No latrines, privies, or cesspools, shall be permitted upon any of the property in said Subdivision and no waste is to be discharged on the ground surface or into any water adjoining the lots.

11.

No reference in these restrictions to said lots and road maps shall give to any purchaser or purchasers of any lot in said subdivision any right, title or interest in any proposed road or utility way in any part of said property. The Undersigned expressly reserves the right to either construct or not to construct any such proposed road or improvement or to modify and change the location of such roads or to build new roads across any of the unsold lots and the purchaser or purchasers of any lot or lots in said Subdivision shall not thereby acquire any right, title or interest in and to the same unless such rights or interests is expressly granted in the deed of conveyance to such purchaser.

No placades or advertising of any nature other than as related to the sale or leasing of any of the property in said subdivision shall be placed and maintained in any of the said subdivision or in or upon any building which may be erected thereon, other than house markers or name plates.

13.

These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 2002, 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 Subdivision 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 subdivision 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 for such violation.

IN WITNESS WHEREOF the undersigned have caused these covenants to be executed and have affixed their signatures and seals hereto on the day and year first written.


 KEATING INTERNATIONAL CORPORATION
 (Corporate Seal Affixed)

Signed, sealed and delivered
 in the presence of:

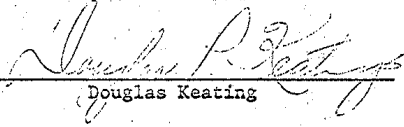

 NOTARY PUBLIC
 (Notary Seal Affixed)

Michigan

CERTIFIED COPY OF RESOLUTION

The undersigned, DOUGLAS KEATING, being the duly qualified and acting secretary of KEATING INTERNATIONAL CORPORATION, a Michigan corporation, does hereby certify that the following resolution was unanimously passed at a special meeting of the Board of Directors of the said company duly called and held in accordance with its By-Laws on October 7, 1974.

"Resolved that Howard T. Keating, President of Keating International Corporation be and he hereby is authorized to execute on behalf of the corporation, in his sole name, any deed, lease, mortgage, option, land contract or other document in connection with the transfer of an interest in real estate, or any Bill of Sale, promissory note, loan agreement, contract or other document obligating the company in connection with the transfer of any interest in personal property or otherwise."

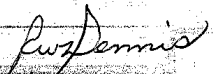

Douglas Keating

Subscribed and sworn before me, a Notary Public, County of Oakland, State of Michigan, this eighth day of October, 1974.


Benjamin W. Jayne

BENJAMIN W. JAYNE
Notary Public, Oakland County, Michigan
My Commission Expires April 8, 1978

Filed for record the 11th day of October, 1974 at 1:45 P. M.
Recorded this the 14th day of October, 1974.


R. W. Dennis, C. S. C.