

WARRANTY DEED

STATE OF GEORGIA

White

County.

THIS INDENTURE, Made this 25th day of October in the year of our Lord One Thousand, Nine Hundred and Eighty-Eight, between MARLAND FERGUSON

of the County of White and State of Georgia of the first part, and PATRICIA A. BENSON of the County of and State of Georgia, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS... in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 151 of the 3rd Land District of White County, Georgia, and being Tracts No. 3 and 4 on Plat of Survey dated September 2, 1988, entitled "Final Plat, Red Oak Hill, Property of Marland Ferguson, White County, Georgia", as made by Hubert Lovell, Georgia Registered Surveyor, a copy of which is recorded in Plat Book 19, at page 161, in the Office of the Clerk of the Superior Court of White County, Georgia. Said Plat of Survey and the record thereof are incorporated herein and made a part hereof by reference. Said Tracts No. 3 and 4 contain a total of 2.17 acres in accordance with said Plat of Survey.

ALSO CONVEYED is a non-exclusive right of ingress and egress over and along Dogwood Lane and Red Oak Drive extending from the property herein conveyed to Duncan Bridge Road. The Grantor reserves for himself, his successors and assigns, a non-exclusive right of ingress and egress over and along said subdivision roads together with the right to install and maintain public utilities and water lines servicing this and the adjoining properties.

The within described tract of land is conveyed SUBJECT TO existing easements and rights of way for public roads and highways and public utilities, if any, extending into, through, over, or across the above-described property.

This conveyance is further made SUBJECT TO the following restrictive covenants:

- 1. No structure shall be constructed on said land except for single family residences which shall be not less than 1200 square feet of heated living space exclusive of basements, porches, and so forth. However, utility buildings may be located on the property so long as same is not offensive and of the same or similar materials as the main residence.
2. No home shall be constructed with a tin roof, tar paper roof, or with brick siding.
3. No mobile home, double-wide, modular or manufactured home shall be located on the property.

(CONTINUED ON REVERSE SIDE) To HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and

**WARRANTY DEED**

FROM

MARLAND FERGUSON

TO

PATRICIA A. BENSON

Georgia, \_\_\_\_\_ County.

CLERK'S OFFICE, SUPERIOR COURT

Filed for Record 10-26

19 88, at 2 o'clock P M.

Recorded in Book 167, Folio 313-14

10-26, 19 88

Carl Dawson  
Clerk

STANLEY R. LAWSON

—ATTORNEY AT LAW—

P. O. BOX 731

CLEVELAND, GEORGIA 30528

PHONE 404 865-3113

(CONTINUATION FROM REVERSE SIDE)

- 4. No business or trade shall be operated or carried on from the property.
- 5. No hog pens, chicken houses or commercial agricultural enterprise shall be operated on the property.

The Grantor agrees that this property shall be subject to the Water Service Agreement which is of record in the White County, Georgia, Deed Records and that, as a part of the consideration of this conveyance, that Grantor will furnish water to said property in accordance with said Water Service Agreement.

White County, Georgia

Real Estate Transfer Tax

Paid \$

Date

10.00  
10-26-88  
Carl Dawson