

ATTORNEY'S AT LAW  
PO DRAWER 1287  
TIFTON GA 31793

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**Brownlee Farm Center, Inc. Protective Covenants For**

**OLEN HEIGHTS SUBDIVISION**

This declaration is made this 10th day of December, 1996 by Brownlee Farm Center, Inc., a Georgia Corporation with its principal office and place of business in Tifton, Tift County, Georgia, hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real properties located in Tift County, Georgia and more particularly described on Exhibit A and being in Land Lot Numbers 219 & 242, 6th Land District, Tift County, Georgia;

WHEREAS, Declarant desires to put in place and maintain this overall plan for the residential development of the referenced properties;

WHEREAS, in connection with such purpose, the Declarant hereby subjects the referenced property to the conditions, restrictions and covenants hereinafter set forth, such restrictions to be for the benefit of the properties and their respective owners and to maintain the quality of the overall development; and

WHEREAS, it is the further purpose of the Declarant to provide protection to purchasing landowners.

NOW THEREFORE, Brownlee Farm Center, Inc. hereby declares that the real property described in Exhibit A hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites therein. The covenants, restrictions, conditions, reservations, liens and charges are specifically set out as follows:

DO NOT RECORD

RECEIVED

1. DWELLING REQUIREMENTS:

All lots in said section shall be known, described and used solely as residential lots, and no structures shall be erected, placed or permitted to remain on any of said lots other than one detached, single family dwelling, together with a one or several car residential garage. No garage shall be opened to the street side unless a garage door is used and such garage is approved by Declarant. Any garage or permitted accessory building shall be constructed or erected of the same materials of the dwelling located upon said lot unless prior approval is obtained from the Architectural Control Committee. All carports and driveways must be paved with cement from the dwelling to the road. No commercial use shall be allowed on any properties restricted by these covenants. All construction shall be completed within one (1) year from the date commenced.

2. ARCHITECTURAL CONTROL:

No building, fence or other structure shall be erected, placed or altered on any lot in the Subdivision until plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structures, drives and parking areas), and construction schedule have been approved, in writing, by the Declarant, its successors or assigns. Said Declarant shall review such plans for quality of workmanship and materials, harmony of exterior design with existing structures and/or proposed development plans and locations with respect to topography and finish grade elevation. No construction of mobile homes, modular housing or prefab/mass construction homes will be approved. Outbuildings and storage facilities must be approved by the committee. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Declarant for its records, along with a dated written request to approve or disapprove such plans within thirty (30) days from the date permitted. Declarant shall have the automatic right to extend the time for approval or disapproval to sixty (60) days from the date of the request for approval. Declarant also reserves right to return plans which are insufficient for adequate review to any party. Resubmission shall be treated as an original submission of plans, and Declarant must approve or disapprove the plans within the same time frame as an original submission. The party submitting the plans to Declarant shall request a written receipt from Declarant that Declarant has received the plans. Declarant shall, within the time frame described within this paragraph, approve or disapprove the plans, in writing, by letter to the party submitting said plans. In the absence of any writing to the contrary, it shall be presumed that said plans have not been approved. Any and all writings pertaining to this paragraph shall be properly signed and dated or else shall be considered null and void and of no effect. Any dwelling, plans and specifications which have been disapproved by the undersigned or said committee, shall not be constructed in said Subdivision.

3. LOT DEVELOPMENT:

No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purposes other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants or statuary fountains or similar ornamentations for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon, without the approval of Declarant. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon. No outbuildings are permitted to be placed upon any lot without the approval of Declarant as set out in paragraph 2. Garages and guest houses will be approved only if consistent with the construction of the main dwelling.

4. MAINTENANCE OF THE PROPERTY:

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area. The Architectural Control Committee reserves the right to enter upon grounds and maintain any neglected properties and to charge the cost thereof to said owner. No owner, on any part of the property, will do or permit to be done any act upon his property which may be or is or may become a nuisance.

5. ANIMALS AND PET RESTRICTIONS:

No livestock or other animals shall be permitted on the properties other than dogs, cats, or birds considered as domestic pets - dogs shall be limited to no more than three adult dogs per household and shall be confined to the owners property. Any individual animal considered a danger or exhibiting aggressive behavior shall be removed within thirty (30) days from the date of request from Declarant. The Declarant, at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any and all animals hereunder. The keeping of any permitted pets shall be in conformity with all city and county ordinances. Dog houses must be located in the rear yard and blend with the immediate surroundings. Prefabricated, chain link dog runs are allowed only if screened by a wood fencing or located in a heavily planted area colored to compliment the surroundings.

6. SQUARE FOOTAGE REQUIREMENTS:

No dwelling shall be erected on any lot which shall be smaller than the minimum square footage requirements set forth below:

- (a) One-story structure - 2500 heated square feet;

(b) 1-1/2 split level - 2800 heated square feet with 1800 square feet in the lower level;

(c) 3000 heated square feet - two-story residence.

These square footage requirements shall be exclusive of open porches and garages and are designed to insure that all dwellings will be of a quality of workmanship, materials and size consistent with the proposed development of the property.

7. SETBACK REQUIREMENTS:

No structure shall be located on any lot nearer than eighty (80) feet from the center line of the roadway, fifty (50) feet from other property lines, or nearer than fifty (50) feet to any rear or water line where property is located on a lake. The main structure generally will be centered on each lot. If the configuration and topography of the specific lot is such that it is impractical to comply with the setback requirements, the builder may apply to the Architectural Control Committee for a variance.

8. GARBAGE RECEPTACLES:

Each lot owner shall provide receptacles for garbage in a screened area not generally visible from any road or water-front, or like facilities in accordance with reasonable standards established by the Declarant. In no event shall lot owners bury or otherwise install underground garbage receptacles. Garbage disposals are suggested for use in all residences.

9. DECLARANT'S RESERVED EASEMENT:

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front fifteen (15) feet of each lot and fifteen (15) feet along one side of each lot and such other areas as are shown on the plat of the Subdivision. These easements expressly include the right to cut any trees, or bushes, etc., grading, ditching, and like action reasonable or necessary to provide economical utility installation or to maintain shore line beauty. To avoid the necessity of a separate television antenna for each lot, cable television will be available to each owner if he so desires. This paragraph shall not be construed to prohibit the lot owner from using a small satellite dish so long as such dish is erected and maintained in a manner consistent with the aesthetics of the property. To the extent required to effectuate this plan, there shall be an easement for the purpose of providing connection of each lot with the cable and maintaining the cable system. All utility and cable television lines placed on the

property shall be run underground. No antennae shall be located in any area exposed to view unless approved by the Architectural Control Committee.

10. SUBDIVISION OF LOTS:

No lot shall be sold except as a whole, nor shall any lot be subdivided in any manner except that the owners adjoining a vacant lot may subdivide such vacant lot between them, thereby increasing the size of their respective lots. When such lot is so subdivided, it shall thereafter continue, for all purposes of these restrictions, to be a portion of the lot so increased in size, and the size of such increased lot may not thereafter be decreased in size.

11. DECLARANT'S OPTION TO REACQUIRE LOT:

Upon the sale and conveyance of any lot in said subdivision by Declarant, any reference to this instrument and the place of record of this instrument set forth in the deed of such conveyance shall have the effect of reserving unto Declarant, its successors and assigns, two (2) options to reacquire any lot conveyed by such deed in accordance with the following provisions, to wit:

(a) Should owner or owners of any such lot propose or offer to sell such lot at any time after the date hereof, such owner or owners shall notify Declarant or its successors or assigns, in writing and Declarant, shall thereupon have the right and option to repurchase the lot from the owner or owners thereof at the price and on the terms identical to those proposed for a sale to a third party. This option may be exercised by Declarant by the giving of written notice to the owner or owners of such lot that Declarant elects to repurchase the same within thirty (30) days of receipt of notice of intent to sell and the purchase by Declarant shall be closed within fifteen (15) days thereafter. Should Declarant, its successors or assigns, fail to accept said offer and exercise their repurchase option within thirty (30) days, the option of Declarant, to repurchase said lot shall thereupon expire and have no further force or effect.

(b) Should no dwelling house be erected or placed upon any lot within three (3) years after said lot is sold and conveyed by Declarant, shall have an option to repurchase said lot from the owner or owners thereof at any time within thirty (30) days after the expiration of said three (3) year period at a price computed by taking the purchase price received the Declarant and adding thereto simple interest at six percent (6%) per annum from the date of purchase from Declarant to the date of repurchase by Declarant. Should Declarant, its successors or assigns, fail to exercise its option within the period herein specified; such options shall thereupon expire and be of no further force or effect.

Any notice of the election of Declarant, its successors or assigns, to exercise either of said options shall be deemed effectively given if delivered to the person or persons to be notified or if mailed by U.S. Registered or Certified Mail, postage prepaid, addressed to the person or persons to be notified at his, her or their last known address or addresses; and thereupon Declarant, its

successors or assigns, shall be legally bound and obligated to so repurchase such lot, and the owners thereof shall be bound and legally obligated to sell said lot upon said terms to Declarant, its successors or assigns, and to convey the title thereof free of all liens and encumbrances to Declarant, its successors or assigns, by good and sufficient warranty deed, and all of said parties shall be obligated to consummate such repurchase and sale without unnecessary delay. However, Declarant, its successors or assigns, shall have the right to waive or terminate either or both of said options at any time by quit-claim deed or other appropriate instrument.

12. PRIVATE WATER WELLS:

Private water wells may be drilled or maintained on any building lot without the consent of the Declarant. However, it is understood that if water mains are installed, property owners will have the option to connect at their own expense to such mains for water on said premises. Upon the installation of water mains, no individual water system will be allowed unless approved by Declarant in writing. Owners of lots shall pay a reasonable monthly minimum and monthly charges for water used. Declarant may install water meters to determine charges for water used. However, any charges must be competitive to neighboring municipal water systems.

13. SEPTIC TANKS:

Septic tanks must be installed on individual lots. Septic tanks and drain fills shall conform to rules and regulations of State and County health authorities.

14. DRIVEWAYS:

All driveways shall be paved from the street right of way line or from paved street (if street is paved) to any residence located on said lot. The Declarant reserves the right to change the lines on any unsold numbered lot. However, this right does not include the right to increase the number of lots as shown on the recorded plat. All driveways shall be paved with cement.

15. GAS AND ELECTRIC POWER:

All dwellings and building constructed on any building site shall be equipped for gas and/or electric living so long as any gas tank shall be concealed and hidden from view from the front of the lot.

16. CLOTHES LINES:

All clothes lines or drying yards shall be so located as not to be visible from the street serving the premises or from the waterfront.

**17. CONSTRUCTION OF DOCKS AND PIERS:**

Boat docks and piers, the highest projection of which shall not exceed the elevation of the land adjoining such docks and piers, shall be permitted to be constructed adjoining any waterfront lot provided, however, that no such boat dock shall be erected, constructed, maintained or permitted which will extend beyond ten (10) feet from the shore line or closer than ten (10) feet from the property line, which parallels and adjoins the waterfront. No structure except docks and piers permitted by this paragraph shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property. Notwithstanding any provision to the contrary herein, plans for any proposed boathouses, piers or other structures shall be submitted and approved or disapproved by the Declarant or committee, as the case may be. In all cases all structures shall be in keeping with and compatible with the homes in the immediate area.

**18. COMMON AREA MAINTENANCE:**

Declarant or committee, as the case may be, reserves the right and privilege to require either at the time of purchase of any lot herein or by separate contract that any property owner shall pay a pro-rata share for any paving costs for paved roads adjacent to land owners' premises and to charge a reasonable monthly rate for water use, sewage system and for lake care and maintenance. So long as the ownership of the roadways remains in the Declarant or Declarant's successors and not a public entity, the residents shall have the obligation to pay a pro-rata share of all upkeep. This share shall be based on the road footage serving each lot. When a Homeowners' Association is formed, road maintenance and liability will become the responsibility of said organization. Additionally, upon the formation of a Homeowners' Association, membership in such organization shall be mandatory by all lot owners who shall be required to pay a mandatory \$150.00 annual fee. However, in the event that the Declarant conveys roadway ownership to Tift County, Georgia, the expense of maintenance of roadways shall cease to be born by the lot owner or any Homeowner's Association which may be formed.

**19. ARCHITECTURAL CONTROL COMMITTEE:**

The Declarant, or the Architectural Control Committee, as the case may be, shall not be entitled to any compensation for services performed pursuant to the covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties. The Declarant, or the committee, as the case may be, shall have the authority to waive building location restrictions where it appears that an undue hardship or excessive expense would incur to the lot owner if required to comply with the same. However, any such change should not take away from the beauty and harmony of the external designs of said sub-development and in no event shall the Declarant or committee have the authority to lower the minimum dwelling size of any residence.

20. POWERS OF ARCHITECTURAL CONTROL COMMITTEE:

The Declarant, or committee, as the case may be, shall have the right and privilege from time to time to promulgate rules and regulations concerning the use of the lake, types and kinds and the sizes of boats and motors used within any lake adjoining said properties as well as the right to set forth specifications for piers on the water front and any type and kind of building or shelter or other structure contemplated to be located within 50 feet of the water line of said lake.

21. INGRESS AND EGRESS:

The Declarant reserves the right to have only one entrance into and out of said property, this right shall be exercised by Declarant at any time it so desires in its discretion. Declarant shall have the right in its sole discretion to open, close, alter or change any roads, streets, or thorough fares into and from said property as well as the right to designate the number and place of entrances of ingress and egress.

22. RIGHTS TO LAKES:

Each lake owner shall own a pro-rata share of the lake adjoining the property as shown on the plat referred-to-herein and such shall be so stated and noted upon the deed to any lot owner. Each lot owner agrees to indemnify and hold Declarant harmless for any damages sustained by a lot owner, its guests or invitees upon the premises of any lot owned or upon the lake referred to herein. Lakes are the property of adjacent owners and use of such lakes shall be restricted to waterfront lake owners and their accompanied guests.

23. SECURITY:

Declarant, or the committee, as the case may be, may have the right to establish a security guard system at any entrance designated by Declarant and each home owner shall participate in said expense of same by paying a pro-rata share of same.

23. VEHICLES:

Any automobile or other vehicle which is parked and not regularly used shall be prohibited. Camper trailers, boats, etc., shall be parked inside a garage or otherwise generally hidden from view. No commercial trucks and/or other commercial type vehicle of greater than a one ton size may be driven, stored or parked on any residence lot except while parked in a closed garage or except while engaged in transporting to or from a residence in the Subdivision. Nothing of a commercial nature may be stored upon said property. All all terrain vehicles will be restricted to the owners' residential lot.



24. HUNTING:

Hunting or discharge of firearms within the boundaries of the property shall be prohibited.

25. RECREATIONAL FACILITIES:

Land owners may construct swimming pools, tennis courts and other recreational facilities. No above ground swimming pool, unless specifically approved by the Architectural Control Committee, shall be allowed.

26. TRAILERS AND TENTS:

No trailers or tents shall be used as a residence. Garages and other outbuildings may be designed for use as temporary guest houses only with specific approval of the Architectural Control Committee.

27. USE OF LAKES:

Only battery driven motors on boats will be permitted on lakes. Lakes are for recreational use only. Water withdrawals for non-recreational purposes such as irrigation will not be allowed. However, in emergency situations such as fire, lake water use will be permitted. No property owner has the right to alter the water level without approval from the majority of other property owners on the lake in question. Water level may be lowered only for repair or maintenance purposes and all property owners residing on such lake must be notified prior to this action.

28. SECURITY LIGHTS:

External security lights must be approved by the Architectural Control Committee. In general, security lights not attached to the main dwelling should be located to toward the rear of the house and mounted on aluminum or fiberglass poles. All other security lights must be attached to the dwelling or approved outbuildings. Front yard security lights shall be of the intensity and directed so as not to adversely affect the adjoining property. Commercial or high intensity lights shall not be approved for front yard use.

29. FENCING:

All proposed fencing shall be approved by the Architectural Control Committee. In general:

(a) Property line fencing shall be no higher than 43 inches, and constructed of stone, brick, wood, or colored chain link.

(b) On lake shore property, no fencing shall be permitted to extend into the water. Nor shall fencing be permitted lake side unless it is an integral part of the house and used to enclose a very limited area: e.g. pools, patios.

(c) Privacy fencing shall be no higher than six (6) feet and shall be restricted to a limited area in the back yard and shall extend forward no further than the rear corner of the house.

(d) Architectural Control Committee reserves the right to require shrubbery to screen the view of all fencing.

30. FACING OF STRUCTURES:

All houses shall face the roads in the Subdivision. Block A lots, 1, 2, 3, 4, 28, and 31, which face Belflower Road, shall have the back of the house facing the lake. Block A lots 23, 24, 25, 26, and 27, which round the curve on Belflower Road, shall face their house towards Brownlee Circle. A perimeter fence will be erected on Belflower Road to keep the backyard of said lots from detracting from Belflower Road and the Subdivision. Block B lot 1 will face the center turning point of Brownlee Circle. All mail boxes shall be placed along the roadway and shall be enclosed in keeping the style of the homes and construction.

31. SEWER PIPES:

All sewer pipes under the driveway shall be comprised of rubber, clean bore pipe with minimum twenty (20) year life and shall conform to all county specifications. The size of all pipes is to be determined by Tift County, Georgia or other appropriate water drainage governmental officials.

32. ALTERATIONS:

Unless and until a plan of alteration is approved by the Architectural Control Committee, no alteration shall be undertaken which has more than an insubstantial effect on drainage patterns or topography.

33. OWNER'S OBLIGATION TO REPAIR:

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

34. OWNER'S OBLIGATION TO REBUILD:

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

35. COMPOSITION OF THE ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee shall initially be composed of Kenny Brownlee and/or Dennis Brownlee. In the event of the death or resignation of either, a successor shall be appointed by his directions. Upon failure to appoint a successor, the majority of the landowners of the referenced property shall have the opportunity to designate a successor. At such time as the lots in this and the related Subdivisions are sold, the committee may designate partial or total control of its functions to a replacement committee composed of democratically elected land owners. Neither the Brownlees nor their successors shall be entitled to any compensation for services rendered pursuant to these covenants. In the event the undersigned Declarant should surrender its charter and cease to exist as a corporation or desire to delegate its powers, rights and authority hereunder, the undersigned may designate an Architectural Control Committee consisting of three home owners in said Subdivision, which committee shall have the rights, powers, and authority given to Declarant hereunder unless otherwise restricted in writing by Declarant. Should one of the designated home owners cease to own a home in said Subdivision or in the event of the death or resignation of any member of the committee, a majority of the remaining members shall have the full authority to designate a successor. A majority of the committee shall prevail on any issue before the committee.

OR

The Architectural Control Committee may exercise its option to transfer its duties to the Homeowner's Association as provided for in subsequent sections of this document.

36. HOMEOWNERS' ASSOCIATION:

A Homeowners' Association composed of one voting representative from each household in Olen Heights could be formed. This association shall be a non-profit corporation that is democratically governed and shall provide the guidance which will determine the quality of structure, environment and quality of life for the community. The organization will provide for the responsibility, care and maintenance of the community owned amenities and roadways. Membership dues will be assessed on the basis of a standard fee of \$150.00 for each owner/member. Such fee shall be utilized to provide for the liability, maintenance and other responsibilities set forth in the constitution of the Homeowners' Association. In the event that the association is terminated, all roadways shall immediately become county property.

37. COVENANTS RUNNING WITH THE LAND:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part.

38. VIOLATION OF COVENANTS:

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 real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent them from so doing or to recover damages or other dues for such violation.

39. EFFECT OF INVALIDATION OF COVENANT OR COVENANTS:

Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

40. OIL AND MINING OPERATION:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

41. AMENDMENT:

Brownlee Farm Center, Inc., for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto. However, the Declarant or committee shall not lower the minimum dwelling or lot size nor permit any deviation that will detract from the overall Subdivision development.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and year first above written.

Brownlee Farm Center, Inc.

By: *Kenny Seaman*

Attest: \_\_\_\_\_

Signed, sealed and delivered  
this 10th day of December,  
1996 in the presence of:

[SEAL]

*Eric Robert Roberts, Jr.*  
Common Witness  
*Janice Brown*  
Notary Public  
My commission expires: *2/6/97*

7259693 Declaration

**EXHIBIT A**

ATTACHED TO AND MADE A PART OF BROWNLEE FARM CENTER, INC.  
PROTECTIVE COVENANTS FOR OLEN HEIGHTS SUBDIVISION DATED  
DECEMBER 10, 1996.

All those tracts or parcels of land located in Land Lots 219 and 242 in the 6th Land District in Tift County, Georgia, more particularly delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc., dated August 6, 1996, and recorded in Plat Book 30, page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia.

STATE OF GEORGIA, TIFT COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
Filed this 13 day of Dec 1996  
at 11:35 13  
day of December 1996  
Deed Book 144 Page 233  
Open Date Clerk