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 REAL ESTATE TRANSFER TAX  
 PAID: \$386.70

Return to: The Merrill Law Firm, 155 South Main Street, Madison, Georgia 30650 Phone: (706) 342-9668 Fax: (706) 342-9843 File No. 090065/Stuart Tyler Nelson

**SPECIAL WARRANTY DEED  
 JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**GEORGIA, MORGAN COUNTY.**

**THIS INDENTURE**, made this 13th day of March, 2009, between **ANNE COCHRAN BINFORD**, of Morgan County, Georgia, as party of the first part, hereinafter called Grantor, and **STUART TYLER NELSON a/k/a TYLER NELSON and TAMARA M. NELSON**, of Alachua, Florida, as joint tenants with right of survivorship and not as tenants in common, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and 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 aliened, conveyed and confirmed and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

FOR INFORMATION ONLY:

Map/Parcel No: Map 0049, Parcel 016 (Portion)  
 Deed Reference: Deed Book 338, Page 262

LEGAL DESCRIPTION:

All of that certain lot or parcel of land, together with any improvements located thereon, situate, lying and being located along the eastern right-of-way of Binford Road, within portions of Land Lots 176 and 177 of the 15<sup>th</sup> Land District, Seats (397<sup>th</sup>) District, G.M., Morgan County, Georgia, containing FIFTY THREE AND 80/100THS (53.80) ACRES, more or less, and being more particularly described on that certain plat of survey prepared by Dennis Huff, R.L.S., dated March 3, 2009, of record in Plat Book 40, at page 68, Clerk's Office, Morgan County Superior Court, said plat being incorporated herein and made a part hereof by reference.

The aforesaid property is conveyed subject to the following:

- 1) Taxes for the year 2009 and subsequent years;
- 2) All easements and rights-of-way of record;
- 3) All matters disclosed on the aforesaid plat of survey;
- 4) Zoning ordinances of Morgan County, Georgia; and
- 5) The Restrictive Covenants shown on Exhibit "A" attached hereto, shall apply to and run with the land.

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**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

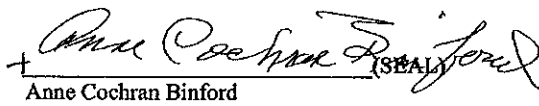
This conveyance is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

**AND** the said Grantor, will warrant and forever defend the right and title to the above described property unto the said Grantees, against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

 (SEAL)  
Anne Cochran Binford

  
Notary Public



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## EXHIBIT "A"

## DECLARATION OF COVENANTS AND RESTRICTIONS

That whereas, the undersigned, **Anne Cochran Binford** is the Grantor in a Special Warranty Deed conveying real property to **Stuart Tyler Nelson and Tamara M. Nelson**; and

Whereas, Anne Cochran Binford wishes to encourage, promote and control the development of said property for the benefit of herself and prospective purchasers of surrounding property;

Now Therefore, for and in consideration of the premises, the undersigned does hereby place the following covenants and restrictions upon said property:

1. All land to which these covenants are applicable shall be used for single family dwellings.
2. No dwelling shall be erected on the land to be used as a school, church or kindergarten.
3. No temporary house, shack, tent, camper, manufactured home, modular home or move-in home shall be erected, placed, or moved onto the land either temporarily or permanently with the exception of a contractor's trailer during the building process. However, guests of the property owner shall be allowed to park their camper or recreational vehicle at the property when visiting, but not for more than 3 weeks at a time.
4. The land shall not be subdivided more than once and such subdivision shall be in accordance with county regulations.
5. Any primary dwelling located on the land shall contain a minimum of 1,800 square feet of finished and heated area for one-story dwellings and 2,200 square feet of finished and heated area for two-story dwellings. These floor space requirements shall be exclusive of any space in garages, porches or unfinished basements.
6. Any outbuilding built on the property shall be attractive in design.
7. Any homes built on the property shall have a minimum 20 feet by 20 feet garage (either attached or detached) with manual or remote operated door. No carports shall be placed or built on the property.
8. Contractor shall maintain property in an orderly fashion before, during and after construction of home on property, until close or completion of house.
9. All exteriors of homes shall have 8" hardboard, wood, log, square timber, stacked stone, fieldstone, brick, aluminum or vinyl siding.
10. No large scale chicken houses or pig farms shall be kept or maintained on the property.
11. The property owner may keep no more than 1.5 horses or cows per every two acres owned.

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12. No inoperative vehicles shall remain parked on the property.

13. No plain chain-link fence may be placed along the perimeters of any property lines.

In witness whereof, the undersigned have executed these covenants and restrictions, this 13<sup>th</sup> day of March, 2009.

  
Anne Cochran Binford