

RESTRICTIVE COVENANTS: U.S. 41 MOBILE HOMES PARK

GEORGIA, BIBB COUNTY.

122511

WHEREAS, E. K. Cargill Company is the owner of a subdivision known as U. S. 41 Mobile Homes Park as shown on a plat of record in the Clerk's Office, Bibb Superior Court, in Plat Book 42, folio 57;

WHEREIN the undersigned proposes to develop the property described herein as a mobile home park;

NOW THEREFORE, in consideration of the premises and the benefits flowing to the undersigned and to the purchasers in said subdivision, the undersigned records the following covenants which are to run with the land, and all and any lots herein described shall be sold subject to said covenants.

These covenants are to run and shall be binding on the undersigned and all persons claiming under it until January 1, 1988. Any changes in the covenants shall be subject to the approval of Macon-Bibb County Planning and Zoning Commission or any successor body exercising the same functions, if there be any such body in existence.

If the party hereto, its successors 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing or to recover damages for such violations.

(1) The above described property shall be used for mobile home residential purposes only.

(2) No home for residential purposes, either temporary or permanent, other than mobile homes, shall be built, placed or permitted to remain on said lot.

(3) No animals of any kind shall be kept on these premises other than dogs and cats.

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(4) Any improvements such as fences, airports, lean-to, and any other structure permitted under the rules of Macon-Bibb County Planning and Zoning Commission must be approved by the developer. These improvements in no way will be arbitrary, but merely to assure the adjoining occupants that such improvements shall be in good taste and keeping with the general condition of the lots adjacent thereto.

(5) In the event the purchaser wishes to lease the trailer located on said lot, the tenant shall be subject to being removed by the seller giving 30 days notice, if the conduct of the tenant becomes objectionable to other occupants of said mobile home park.

(6) No space shall be rented for residential use of a mobile home in such park except for a period of 90 days or more, and no mobile home shall be admitted to said lot unless it can be demonstrated that it meets the requirements of the laws and ordinances of the City of Macon and Bibb County, Georgia.

(7) Invalidation of any one of these covenants by judgment, or other Court order, shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.

This agreement shall be binding upon and inure to the benefit of the undersigned, its successors and assigns, and upon and between the several assigns of properties subject hereto and upon the terms and conditions hereof.

IN WITNESS WHEREOF, Mobile Homes Park, Inc., acting by and through its duly authorized officers and agents, has caused this instrument to be executed in its behalf and its seal to be hereto affixed, this 24 day of July, 1967.

E. K. CARROLL COMPANY

by E. K. Carroll
President

attest:

Signed, sealed and delivered
in the presence of:

Emmett D. Hargrave

RECORDED in Bibb County, Georgia, Order Book Case No. 952
Filed for Recording on AUG 1 1967
Recorded on AUG 2 1967

Walter H. Hargrave - My Commission Expires 12/15/69
Notary Public, Bibb County, Georgia

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