

made and entered into this 10th day of September, 1981, by JOHN BOYD ATKINS, SR., BARBARA J. ATKINS, JOHN BOYD ATKINS, JR. and BRENDA KAY ATKINS:

W I T N E S S E T H

WHEREAS, JOHN BOYD ATKINS, SR., BARBARA J. ATKINS, JOHN BOYD ATKINS, JR. and BRENDA KAY ATKINS are the owners of a subdivision being more fully described in a plat of survey prepared by H. Gregory, County Surveyor, dated 10/15/80, recorded in Plat Book 6 page 188 of the plat records of Towns County, Georgia; and

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

NOW, THEREFORE, AND IN CONSIDERATION of the promises and of the benefits to be derived by the undersigned and each and every subsequent owner of any lots in said subdivision, this declaration and agreement is made and the restrictions and covenants contained herein, unless otherwise specified, shall be applicable to said property as shown on the survey as recorded in Plat Book 6 page 188, Towns County, Georgia records.

1. The property shall not be divided into lots of less than one (1) acre tracts.
2. Each lot is limited to one permanent type dwelling house thereon with not less than 900 square feet of living area exclusive of porches, patios and carports.
3. No lots shall be used for Commercial purposes and all lots are restricted to residential uses only.
4. No dwelling house or outbuilding constructed on any particular lot shall have metal roofs.
5. No house trailers, travel trailers, mobile homes, or tents shall be allowed to be erected or used as residences on a permanent basis on said lots.
6. No noxious or offensive activity shall be carried on upon said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to surrounding and adjacent property owners.
7. No animals or fowls may be kept on any lot or tract except personal pets.
8. Any block structure must be covered with brick, rock or wood siding.
9. No disabled automobiles may be parked or left indefinitely on any lot and trash, garbage or other waste shall not be kept except in sanitary containers.

Charles T. Cory
1015 26th St
Towns County Georgia 30796
Phone 490-2221

FILED FOR RECORD DATE 10/22/81 TIME 8:30 AM
RECORDED DATE 10/22/81
VICTOR G. BARNHART

10. All lots or tracts shall have full access to all roads extending from the public road into and upon the lands hereinabove referred to.

11. The Owners, for themselves, their successors and assigns, hereby reserve the right without further assent or permit from the buyer, his, her, their, or its successors in title, to itself or to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, or ways on which said above described lots abuts, electric lights, telephone, and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Owner or any public company or any utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said road, streets, avenues, and ways, and only in and on said lot hereinabove described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Developer or any public utility company or municipality or any of its agents or servants are hereby waived by the buyer for (his, her, their, its, self) and his, her, their, its) successors in title. The lots ways or alleys referred to above are meant to include those either developed or to be allowed to be developed at Mountain Laurel Estates.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no wise affect any of the other provisions, which shall remain in full force and effect, the undersigned hereby declares that said restrictions are not interdependent but severable.

Neither the undersigned nor any party or parties claiming under them shall or will convey or devise any or either of said lots or any part of the same except as being subject to the within covenants and restrictions.

The within covenants and restrictions shall run with and be appurtenant to the said land and if the undersigned or any party or parties claiming under them shall violate or attempt to violate any of the covenants or restrictions contained herein, the undersigned or any person or persons owning any other lot shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

IN WITNESS WHEREOF, the said Owners have hereunto set their hands and affixed their seals, the day and year above first written.

John Boyd Atkins, Sr.
JOHN BOYD ATKINS, SR.

Barbara J. Atkins
BARBARA J. ATKINS

John Boyd Atkins, Jr.
JOHN BOYD ATKINS, JR.

Brenda Kay Atkins
BRENDA KAY ATKINS

Charles F. Cory
WITNESS

Harold M. [Signature]
NOTARY PUBLIC

NOTARY PUBLIC, GEORGIA STATE AT LARGE
MY COMMISSION EXPIRES MAR. 1, 1984

GEORGIA, TOWNS COUNTY
CLERK'S OFFICE SUPERIOR COURT,
FILED FOR RECORD *Oct 22*
19 *51* AT *3:30* O'CLOCK *PM*, 19 *51*
RECORDED *Oct 22* 19 *51*
IN BOOK *76* PAGE *344-345*
Vernice [Signature] CLERK

Charles F. Cory
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Phone: 606-822-1111