

RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Declaration made this 27 day of October, 1990 by Joe Tipton, owner of property located in Towns County, Georgia, being in land lots 254 and 255, District 13, 1st Section and being more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots subdivided from the described property or claiming under them.

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said described property to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidity of any of these covenants by judgment or otherwise shall in no wise affect any of the provisions which shall remain in full force and effect.

1. Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance or the neighborhood.
2. All trash and other waste shall be kept in sanitary containers. No lot shall be used as a dumping ground for trash.
3. A septic tank as prescribed by the state health department and approved by the Towns County Health Department, together with a drain field shall be installed on each approved lot.
4. No building shall be constructed within 20 feet of the front line nor within 20 feet of any side lot lines or rear lot lines of any lot.
5. Any dwelling on any lot shall have a minimum of 1,000 square feet of enclosed heated living space, which shall not include open porches, carports or garages. All dwellings shall be of quality material and workmanship. No metal structures shall be permitted on any lot.
6. No motor vehicles, motorcycles, or boats are to be left on the premises without current registration.
7. All homes constructed of wood must be finished on the outside.
8. Concrete block homes must be covered with brick, stucco, or stone.
9. No signs are permitted on premises other than "for sale" or "for rent" signs. These signs are to be no larger than five square feet.
10. No swine, goats, sheep or chickens shall be kept or maintained on any part of the property.
11. No lot shall be used for commercial activity or business.

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12. No lot can be subdivided into tracts of less than 3 acres each.
13. No mobile homes, double wide mobile homes, modular homes or any factory constructed homes shall be placed permanently on any lot or subdivision road. A lot owner shall have the right to use a travel trailer or recreational vehicle while a dwelling is under construction for a period not to exceed twelve (12) months.
14. The Grantor hereby reserves the right to dedicate the roads, streets, and necessary easements abutting the lots to public use without consent of the owners of any lot.
15. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against owner or any of his agents or servants are hereby waived by the lot owners.

IN WITNESS WHEREOF, the Owner hereby sets its hand and affixes its seal to these Reservations, Restrictions, Covenants and Conditions, this 27 day of October, 1990.

Signed, sealed and delivered in the presence of:

Donna Miller
WITNESS

Joe Tipton
JOE TIPTON

David E. Barrett
NOTARY PUBLIC

