

Covenants and Restrictions for Lundy Road Subdivision

Lundy Road Subdivision consists of 8 lots. Two lots of said subdivision fronting on Lundy Road, and Lots 1 through 6 fronting on Elli Drive.

- (1) Lots shall be used only for residential purposes through the construction of one single family dwelling house and no lot shall be divided to create two separate lots.
- (2) No residence shall be constructed less than 1800 square feet of heated area exclusive of porches and garage on any lot.
- (3) No residence shall be of a pre-fabricated nature or constructed in any manner other than brick or brick veneer or other construction comparable in appearance and quality to brick or brick veneer. No home may be moved onto a lot.
- (4) All plans must be approved by the architectural control committee.
- (5) No mobile homes shall be used either temporarily or permanently for any reason upon said property.
- (6) No other buildings shall be built on this property other than one utility building of comparable construction to the house.
- (7) The minimum set back line for all residences shall be 60 feet.
- (8) No fence shall be erected, placed or altered on any lot nearer to the street than the minimum setback line unless approved by the architectural committee.
- (9) No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or materials of any kind be produced or extracted therefrom.
- (10) No signs or other advertising shall be displayed on any lot unless the size, form, and number of same are first approved by the Committee. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere upon the premises. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from refuse

piles or other unsightly objects, then the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefore. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All pets are to be trained, or otherwise restrained, so as not to create a nuisance to other lot owners, either by their presence or noise. No inoperable or junk vehicles or equipment may be kept on any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

- (11) No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises except as may be approved in writing by the Committee prior to the erection or placement thereof on the lot. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles, etc., shall be walled in or otherwise concealed from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction.
- (12) There are hereby reserved for the purpose of installing and maintaining public utility facilities and for such other purposes incidental to the development of the property the easements shown upon the plat of the subdivision, as recorded in the Public Records of Worth County, Georgia, as well as the five feet of each lot immediately adjacent to the property line. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners.
- (13) The Architectural Control Committee is composed of the following:
Myron C. McDonald, June P. McDonald, and Michael Chad McDonald.
 - (a) A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall

have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of the powers and duties.

(b) The Committee approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(14) Term - 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change said covenants.

(15) Enforcement - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(16) These restrictive covenants shall apply to all lots inclusive as shown by plat of survey prepared by Jerry Lindsey, Registered Surveyor dated _____ and recorded in Plat Book _____ page _____ in the office of the Clerk of Superior Court of Worth County, Georgia.

I hereby agree with the rules of this covenant.

Purchaser

Seller