

Amend SEE NB 1368 Pg 171
 Certificate SEE DB 1368 Pg 176

16

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

MUNDY MILL PLACE

STATE OF GEORGIA

COUNTY OF HALL

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR MUNDY MILL PLACE is made this 22nd day of May, 1989, by LANIER LAND COMPANY, of Hall County, Georgia, hereinafter referred to as "Owner".

WITNESSETH: THAT

WHEREAS, LANIER LAND COMPANY is the owner and developer of a Commercial Development in the County of Hall, State of Georgia, known as "Mundy Mill Place", the same being a subdivision of all those certain lots, tracts or parcels of land (hereinafter referred to collectively as "lots" or "Lot"), situate, lying and being in Hall County, Georgia; and shown and delineated by a plat of survey of the same prepared by Farley Collins & Associates, Georgia Registered Land Surveyors, which plat is dated February 9, 1989, and is recorded in the Office of the Clerk of Superior County of Hall County, Georgia, in Plat Book 136, pages 102-103; and

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

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the owner and developer of said subdivision herein named and each and every subsequent owner of every Lot,

17

-2-

tract or parcel therein, the said LANIER LAND COMPANY does hereby establish, promulgate and publish the following protective covenants which shall bind all persons hereafter owning said lots or any of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of the Superior Court of Hall County, Georgia and shall run with the title to the land comprising said lots and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this date. Upon said expiration date, said covenants may be extended, amended, or terminated in whole or in part, as hereinafter provided.

1. LAND USE AND BUILDING TYPE: All of the Lots in said subdivision shall be known, described and used solely as commercial lots, and no structure shall be erected on any lot other than a commercial building. All commercial buildings located on said lots shall: (a) be constructed by builders approved by LANIER LAND COMPANY or its successors or assigns; (B) be subject to approval of the Architectural Control Committee as to the design as provided for hereinafter, with exteriors of brick, vinyl, wood, stucco or synthetic stucco or other material. No exposed concrete blocks shall be permitted. Neither a temporary nor permanent building shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding. No building of a temporary character shall be permitted under any circumstances.

2. RESUBDIVISION OF LOTS: No commercial lot shall be resubdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of an adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

18

-3-

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot unless the design and location on the lot conforms to and is in harmony with the character or design for existing structures on the subdivision tract and is approved in writing by the Architectural Control Committee. LANIER LAND COMPANY shall be the Architectural Control Committee and is empowered to approve building plans and specifications as to design, quality of workmanship, materials, and as to the location of any structure with respect to topography and finished grade elevation. Lot owners desiring to locate a building shall first submit plans and specifications therefore to the Architectural Control Committee and obtain written approval from it prior to the placement of any improvement on said lot.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

No building materials of any kind or character shall be placed upon any building lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any building lot in such connection, construction shall be promptly commenced and diligently prosecuted.

Any exterior lighting installed on any building shall be either direct or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

19

-4-

Only signs advertising the sale or rental of a building and which are approved by the Architectural Control Committee shall be allowed on the Lots and must be placed in the windows thereof.

Windmills or solar panels are specifically prohibited and shall not be erected, placed or maintained on any portion of the Lots, nor shall any item be hung on any railing or fence.

No satellite reception dish over three (3') in diameter shall be placed on any lot. Any such dish under three (3') feet in diameter which is utilized shall be placed in any inconspicuous location as approved by the Architectural Control Committee.

No structure with the exception of mail boxes shall be erected between the front lot line and the street. All mail boxes are to be uniform in design and construction.

5. LANDSCAPING: Upon completion of the building construction, the lot owner shall promptly complete the landscaping of said lot which shall include the clearing of all building scraps, debris, stumps and any other unnatural foliage. Grass shall be planted on all open areas by the owner of each lot promptly after construction of any building on such lot.

6. BUILDING LOCATION AND REGULATIONS: All buildings erected on said lots shall conform to the minimum building set-back lines, as indicated on the recorded subdivision plat, prepared by Farley Collins & Associates and as may be required by any valid zoning ordinance established by any governmental authority. All governmental building codes, health regulations, zoning restrictions and similar laws and regulations applicable to the lots shall be observed. In the event of any conflict between provision of any such governmental law, code, regulation or restriction and any provision of this Covenant, the more restrictive provision

-6-

21

and protective covenants shall remain in full force and effect.

12. TERM: These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of Superior Court of Hall County, Georgia. At the expiration of said period these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots of "Mundy Hill Place" is recorded agreeing to change and modify such covenants in whole or in part. During the original term of twenty (20) years these covenants may be modified by an agreement in writing between LANIER LAND COMPANY and a majority of the owners of lots in said subdivision, but such modification shall be effective only upon recording thereof in the Office of the Clerk of the Superior Court of Hall County, Georgia.

13. EXTERIOR MAINTENANCE: All lots together with the exterior of all buildings located hereon, shall be maintained in a neat and attractive condition by their respective owners. Owner maintenance shall include, but shall not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements, provided, however, that any such painting or staining shall be compatible in appearance and quality with the range of colors and materials then existing on other buildings within the subdivision. Upon the failure or refusal of any owner to maintain his lot in a neat and attractive condition, the developer, its designated committee, or authorized agents or employees, may, after fourteen (14) days' notice to such owner, enter upon such lot and perform such maintenance as said developer or committee, in the exercise of its sole discretion may deem necessary or advisable. Such owner shall be

22

-7-

personally liable to the developer for all direct or indirect costs as may be incurred by it in the performance of such maintenance, and the liability of such costs shall be a permanent charge and lien upon such lot enforceable by the developer by any appropriate proceeding at law or in equity. Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any lot as long as title to same is held by the developer.

14. ENFORCEMENT: Violations or attempted violations on the part of any owner, the heirs, administrators, executors and assigns during the term of these restrictions shall afford LANIER LAND COMPANY as well as any other person or persons owning lots in said subdivision, a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either to restrain such violation or to recover damages, or both.

IN WITNESS WHEREOF, the owner of said subdivision has caused these presents to be executed by and through its duly authorized president and secretary under seal on the day and year first written above.

Georgia, Hall County, Clerk Superior Court
Filed in 1989 on the 30 day of May 1989 at 10:00 A.M. Recorded in Book 1851
Page 16 of the 21 day of May, 1989
Dwight S. Wood, Clerk
Pd. mail.

Don Webb
Witness 5-22-89

Notary Public for Hall County, Georgia
My Commission Expires Aug. 27, 1991

LANIER LAND COMPANY

By [Signature]
President, Dennis Barnell

By [Signature]
Secretary, Betty Ross

4327 Mundy Hill Rd
Suite D
Oakwood, GA. 30566

171
**FIRST AMENDMENT
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
MUNDY MILL PLACE**

STATE OF GEORGIA
COUNTY OF HALL

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR MUNDY MILL PLACE is made this 16 day of July, 1989, by Lanier Land Company, of Hall County, Georgia, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the plat of subdivision for Mundy Mill Place recorded at Plat Book 136, pages 102-103, Hall County, Georgia Deed Records, indicates a portion of Lot 8 of said subdivision is reserved for a sign easement;

WHEREAS, said sign easement is reserved for the construction and maintenance of a sign which may be used by Owner to advertise the sale of lots and by each purchaser of a commercial lot in Mundy Mill Place to advertise the name and location of his business;

WHEREAS, Owner wishes to provide for uniformity in the signage and for its continued maintenance to the benefit of owner and all purchasers and future owners of any lot in said Mundy Mill Place;

NOW, THEREFORE, Owner hereby amends the Declaration of Protective and Restrictive Covenants for Mundy Mill Place as hereinafter set forth.

1. Paragraph 14, entitled ENFORCEMENT, shall be renumbered and shall be Paragraph 15.

2. There shall be inserted a new Paragraph 14, which shall read as follows:

14. **SIGNAGE:** Each owner of a lot in Mundy Mill Place shall have the right to install an advertising plaque upon the subdivision sign erected by Owner on the sign easement reserved on Lot 8 of the subdivision. Said plaque shall conform to the standards set by the Architectural Control Committee as to size, materials and design.

Owner shall be responsible for the maintenance of the sign framing and foundation until such time as it no longer owns a Lot in the subdivision, at which time each person who owns a lot in the subdivision shall be jointly responsible for the maintenance of the sign framing and foundation.

172
Each person who owns a lot in the subdivision shall be responsible for maintaining their own advertising plaque in a good state of maintenance and repair.

Upon the failure of any owner to maintain his advertising plaque or to contribute to the joint maintenance of the sign framing and foundation, the Owner, its agents, employees, successors and assigns, or, in the event Owner no longer owns a lot in the subdivision, the other owners of lots in the subdivision, may after fourteen (14) days' notice to such owner, perform such maintenance as they may deem necessary or advisable. The defaulting owner shall be liable to the Owner or other owners, as the case may be, for all costs incurred in the performance of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot, enforceable by any appropriate proceeding at law or in equity.

3. In all other respects, the Declaration of Protective and Restrictive Covenants for Mundy Mill Place shall remain in full force and effect and unchanged by this amendment.

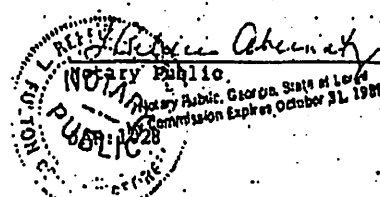
IN WITNESS WHEREOF, the Owner has caused this Amendment to be executed by and through its duly authorized president and secretary under seal as of the date first above written.

Lanier Land Company

By: Dennis Darnell, President

Attest: Henry Hoss, Secretary

Witness



Georgia, Hall County, Clerk Superior Court
Filed in office this 24th day of July, 1989.
1989, at 3:30 PM. Recorded in Book 1364
Page 27 on this 25th day of July, 1989.
Dwight S. Wood, Clerk

2-4-80
Accuracy & Candor