

RESTRICTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF LOWNDES

WHEREAS, FOXBOROUGH DEVELOPMENT CORP., of Lowndes County, Georgia is the owner of those certain lots, tracts, or parcels of land situate, lying and being in Land Lot No. _____ Land District of Lowndes County, Georgia, and being LAWSON FARMS SUBDIVISION as shown more particularly on that certain map or plat of survey recorded in Plat Cabinet ____ Page _____, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, to which reference is herewith made for all purposes in aid of description.

WHEREAS, the said FOXBOROUGH DEVELOPMENT CORP., is developing the above described lots for sale as residential lots: and

WHEREAS, in order to insure the orderly development of the said property, it is deemed necessary that the use of each and all of the said described subdivision lots be restrictive in the manner and to the extent hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premised and of the benefits to be derived by FOXBOROUGH DEVELOPMENT CORP., and each and every subsequent owner of any of the lots in said subdivision, the said FOXBOROUGH DEVELOPMENT CORP., does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become immediately effective and run with the land and shall be binding on all persons claiming under and through the said present owner until twenty (20) years after the date hereof, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by seventy-five percent of the property owners has been recorded, agreeing to change said covenants in whole or in part to abandon the same.

1. No construction of any building or other structure, addition or remodeling to the exterior of any existing structure, fence or any other type of improvements on said lot shall be constructed upon any of said lots until the plans therefore have been approved by the Architectural Control Committee. The Architectural Control Committee shall be composed of TERESA RODGERS MINCHEW, heirs, and/or assigns. The committee's approval or disapproval of the plans of any proposed structure as required in this Covenant shall be in writing and unless disapproved within 30 days from date of submission to said Committee, it shall be conclusively presumed that said plans have been approved.

2. No lot shall be re-subdivided unless approved by the Architectural Control Committee.
3. No lots shall be utilized for other than residential purposes. No dwelling house shall be erected or located upon any of the said lots other than a one-story single family dwelling having at least 1800 square feet of floor space, exclusive of porches, garages, carports, stoops and covered walkways or breezeways, or a two-story single family dwelling having at least 1200 heated square feet on the bottom story and a total minimum of 1800 heated square feet of floor space, exclusive of porches, garages, carports, stoops and covered walkways or breezeways.
4. No building of any kind shall be erected, located or maintained upon any such lot nearer than the distance shown on the recorded plat as the minimum building line, or nearer than 10 feet from the side lot line or 30 feet from the rear lot line.
5. No lot (including the buildings, facilities, and improvements which may be situated thereon) shall be used or occupied by other than the owner thereof or one lessee or tenant of the entire lot; provided, however, that when used and occupied by an owner, lessee, or tenant of the whole of such lot, such lot may also be used and occupied by the members of the household, servants and temporary guests of such owner, lessee or tenant. No trailer, basement, tent, shack, garage, barn or other outbuilding or temporary structures upon any lot shall be used or occupied as a residence or for dwelling purposes, either temporarily or permanently.
6. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee so as to qualify as to workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and any such fence or wall shall first have Architectural Control Committee approval. Further, all fences that are visible from the street shall be made of wood, or manufactured vinyl fencing and need approval of the Architectural Control Committee.
7. No lot shall be used for any commercial purpose whatsoever. No commercial vehicles shall be parked, stored or kept upon any such lot except while being loaded or unloaded or while engaged in work upon such lot. No hogs, cattle, poultry, or other livestock or animals of any kind shall be kept upon any lot described herein, except cats and dogs not exceeding two (2) in number of either on any one lot, and other usual household pets; provided, however, that no cat, dog or other pet shall be kept upon any such lot unless the premises wherein the same shall be kept shall be maintained at all times in a clean and sanitary condition and reasonable free of noxious or repugnant odors, flies, fleas, and other insects. No pet shall be kept or maintained in a manner that shall be deemed a nuisance by the Architectural Control Committee.

8. Outside storage of boats, trailers, jet-skies or inoperative vehicles shall be considered a nuisance and are not allowed. Semi-tractors or semi-trailers, motorcycles, motor homes, recreational vehicles of any type kept on any of said lots are hereby prohibited.
9. No masts, tower or pole; outside television antenna; satellite dishes, or aerial or pole, shall be erected, constructed or maintained on any lot located in such a manner as to be visible from the outside of such lot without the approval of the Architectural Control Committee. Satellite dishes are allowed provided the diameter of said dish is not to exceed 30 inches and installation of dish is not visible from street and may not be attached to any part of the residential dwelling.
10. On any lot having a secondary building, any painting, roofing, or exterior additions shall first require the approval of the Architectural Control Committee.
11. Each and every conveyance of any of the said lots shall be subject and subordinate to a perpetual easement in, to and over the rear portion of the said lot as shown upon the recorded plat of the said subdivision for utility purposes and/or drainage purposes and/or greenbelt purposes; which easement shall be for the purpose, and shall authorize the said present owner; his successors and assigns, licensees, heirs, executors, or administrators to utilize said easement areas for the purpose of constructing, developing, maintaining, and utilizing in, on and over such easement areas, drainage ditches, and other drainage facilities, sewer lines, water lines, electric power and communication lines, and any and all other utility facilities, together with such poles, conduits, wires, guy wires, pumps, transformers, and other necessary or desired equipment and appurtenances thereof; and by virtue of said present owner and his heirs, executors, administrators, successors, licensees and assigns, shall have free and unrestrictive right of ingress and egress to said easement areas and in and over the same for the purpose of construction, developing, maintaining, using and protecting such facilities. Any future utility easements must be approved by the Architectural Control Committee.
12. The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any lot upon the sale and conveyance of such lot as aforesaid, they shall be binding upon such lot and the purchaser or purchasers thereof and all persons claiming under such purchaser for the period or periods of time above prescribed herein.
13. Should any future owner of one or more of said lots, or any person claiming under such owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of the lots described herein to institute and prosecute appropriate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions either to prevent such violation or a continuation thereof, or to recover damages resulting from such violation or both. The Architectural Control Committee or FOXBOROUGH DEVELOPMENT CORP. shall have the right, including, but not limited to, seek legal action to

force the owner to comply with the covenants at the owner's expense, including but not limited to removal of such violation. The Architectural Control Committee shall continue to exist even though all lots have been sold and built on.

14. Should any one or more of these said covenants or restrictions be or become invalid or unenforceable, the remaining covenant and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.
15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.
16. A Home Owners Association may be formed with written approval of seventy-five percent (75%) of current property owners and FOXBOROUGH DEVELOPMENT CORP. Said approval must have written by-laws and policies to form said association. FOXBOROUGH DEVELOPMENT CORP. at its option may transfer the Architectural Control Committee to said association.
17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash receptacles for curbside pickup must be placed and removed on scheduled day of collection.
18. All driveways and/or parking pads shall be paved with asphalt, concrete, or some other similar material. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.
19. All shrubbery and grass shall be kept neat and manicured. If removal of any trees occurs, then the stumps will be removed. Neglect of this provision shall allow FOXBOROUGH DEVELOPMENT CORP. to perform necessary yard maintenance and seek reimbursement for that maintenance.
20. No exterior painting, alterations, additions, renovations or roofs shall be placed or replaced without the approval of the Architectural Control Committee as to color.
21. Swimming pools or any other water retention device must be properly maintained so as not to attract mosquitoes or any other health hazard. All swimming pools must be properly fenced with locked gates.

IN WITNESS WHEREOF, the said present owner has signed and sealed this instrument on this _____ day of _____, 2007

FOXBOROUGH DEVELOPMENT CORP

By : _____ (SEAL)
GARY MINCHEW, President

Signed, sealed and delivered this _____
day of _____, 2007 in the presence of:

WITNESS

NOTARY PUBLIC