

The undersigned owner and proprietor of the land described in the accompanying plat and certificate hereby certifies that it has caused said survey and subdivision thereon to be made as shown on the accompanying plat to be known and designated as shown on said plat and it acknowledges said survey to be correct to the best of its knowledge and belief; and it hereby dedicates the streets thereon to the public use forever.

Each lot or part thereof in said subdivision, except as hereinafter provided, shall be subject to the following restrictions for the benefit of each of the other such lots or part thereof which restrictions shall run with the land and be specifically enforceable.

Each contract for sale, conveyance, or lease of any such lot or part thereof, shall be made expressly subject to these restrictions and each purchaser, grantee, or lessee by acceptance of such contract, conveyance or lease, shall thereby subject himself, his heirs, executors, administrators, successors, and assigns to said restrictions.

1. No part of any building or porch, and other attached structures, open or enclosed shall be closer to the street line than 40 feet and the side lot lines than 25 feet, unless a variance is approved in writing by the undersigned, except that on lots having a width of less than 120 feet no part of any building or porch or other attached structure open or enclosed shall be closer to the street than 40 feet and the side lot lines than 10 feet.
2. That no home other than a residential structure shall be erected in said subdivision and no trade or business shall be carried on in said subdivision, nor shall the same be used for the sale or manufacture of intoxicating liquor.
3. Only one single family residential dwelling may be situated on one lot, and no trailers, garages, basements, or structures of a temporary nature shall be used or occupied as a residence, either temporary or permanent. That no trailer of any type or description or camper shall be stored upon any of the lots in said subdivision. Every home must be modern and all basic exterior construction must be completed by a competent person in a period not to exceed 150 days from beginning of construction. Only new materials to be used in the construction. The owner shall not burn paper, debris, garbage or other refuse on the premises but shall use the standard garbage pickup for the removal of the same and all such paper, debris, garbage or refuse shall be kept in sealed containers for such pickup and the owner shall pay the necessary charges for such garbage pickup. No lot may be subdivided and in the case of a re-sale, the name of the new purchasers must be submitted to the proper authorities designated by the owner for approval.
4. An individual sewage disposal system shall be installed by each owner of his land, located as directed by the proprietors or their approved representatives. The size and design of the tank and number of feet of tile to be installed to be approved by Wee-Ma-Tuk Hills, Inc. and the Fulton County Health Officer.
5. All fuel tanks must be buried or landscaped and screened from public view by shrubbery.
6. No dwelling shall be erected on any lot in said subdivision having a square foot main floor living area of not less than 900 sq. ft. exclusive of garage, breezeway and porches.
7. All plans of homes, elevations and grades of lots, must be approved by a committee designated by the undersigned, or their approved representative, prior to commencement of construction.
8. No part of any seepage bed, tile lines, which is part of a private sewage system or waste system may be closer to the lake than 50 feet. Variation from this policy will come in writing from the undersigned or their approved representative and the Fulton County Board of Health or their approved representative. Septic tank installations must be approved in writing before being backfilled.
9. The undersigned reserves the right to alter, amend, or repeal any or all of these restrictions so long as it is the record owner of the majority of the lots in this subdivision.
10. Only household domestic pets, no chickens or fowl of any kind, or livestock, will be permitted. No kennel shall be maintained upon the premises.
11. Docks may be built only 10 feet into the lake from the water lines, or 1/4 the width of the lake or connecting channel, at the location of the dock, whichever be the lesser.
12. No surface or underwater fences or obstacles may be placed in the lakes.
13. The undersigned reserves all water rights, including the right to regulate and designate lake usage.
14. No weeds or grass more than 12 inches in height shall be permitted to grow or stand upon any lot in said subdivision. The undersigned hereby reserves the right to enter upon any lot or lots and to cut or trim, and keep trimmed, any weeds or grass allowed to grow or stand in violation of this restriction, which cutting or trimming shall be done at the expense of the record owner or owners of such lot or lots.
15. Roadways as shown on the accompanying plat of said subdivision are hereby reserved for the use of utility companies, Wee-Ma-Tuk Hills, Inc. and property owners to install, lay, construct, renew, operate and maintain gas pipes, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances for the purpose of serving the subdivision and adjoining property with water, gas, electric and telephone service, and to overhang all lots with aerial service wires to serve adjoining lots, together with the right to enter upon the lots to install, lay, construct, renew, operate, and maintain said gas or water pipes, conduits, cables, poles, wires, braces, guys, anchors, and other appliances, and to trim and keep trimmed any trees, shrubs, or saplings that may interfere with said public utility equipment. Wee-Ma-Tuk Hills, Inc. reserves the right to install in the area reserved for easements the necessary water lines to remove water from the lakes for the benefit of any and all other real estate in the area. A five foot easement is hereby reserved on each side of all lot lines on the accompanying plat of Wee-Ma-Tuk Hills for the use of the electric and telephone companies to construct and maintain poles, wires, cables, braces, guys, anchors and other appurtenances necessary to serve this area. No permanent buildings or trees may be placed upon said easements but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements.
16. On all lots bordering the golf course no fence shall be erected on the division line between the golf course and the lot and the owners of the lots hereby grant an easement to Wee-Ma-Tuk Hills, Inc. for the use and benefit of golfers to