

RESTRICTIONS & COVENANTS

The Orchard Subdivision, Phase II - Lot Twenty-Six-A

The purpose of the following Restrictions & 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 Owner 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 Lot Twenty-Six-A (26-A) in The Orchard Subdivision, Phase II, 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 Restrictions & Covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such Restrictions & Covenants and either to prevent him from so doing or to recover damages for such violations, or both.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into another lot.
2. All subdivision lots are for single-family residential purposes only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double-wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot at any time.
4. Once the construction of any building has begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No travel trailer or temporary building of any kind shall be erected, provided however that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
5. All residences must have 1,800 square feet of heated living space, with at least 1,600 square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio, and open porches.
6. No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets shall be well-behaved and kept within their lot. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pet shall not cause a nuisance, hazard, or otherwise to any lot owners.
7. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such lot to

appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. Also, no automobiles, trucks, or other motor vehicles without a current year license may be placed on the property.

8. No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
9. Exterior finish must be of permanent type such as brick veneer, masonite, wood siding, log houses, and other architecturally compatible dwelling types. The exterior finish on the siding shall be a material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed, nor shall it have a tin roof. Exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding, or stucco. The intent and purpose of this restriction to ensure that all dwellings shall be of "quality" workmanship and materials.
10. No sign of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder's sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the Owner/Developer of said property shall be allowed larger "FOR SALE" or other sign for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.
11. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
12. The Owner/Developer reserves the right to deed the roads to the County or to the Homeowners Association. In the event the roads are not deeded to the County, the repair of the roads will be the obligation of the homeowners.
13. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner, or misuse by any lot owner or their visitors, shall be the responsibility of said owner to repair promptly.
14. All utility lines (including electrical, telephone, and cable TV lines) shall be placed underground and no utility line shall be placed overhead.
15. No metal fencing, including but not limited to, barbed wire, hog wire, welded wire, or chain link fence, will be placed on any interior lot line within the subdivision.
16. All owners shall allow extensions of utility easements as such become necessary for water, electricity, telephone, and cable TV to adjacent lots, provided all grounds are returned to their

original condition. Said easements shall be along 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.

- 17. All satellite dishes are to be installed in the backyard and to be as inconspicuous as possible.
- 18. Additional easements along roads shall be granted as necessary for future utility service, road maintenance, paving, etc.
- 19. Before construction may begin, the lot owner must contact Union County Health Department to get approval for the location of construction, and must obtain a Building Permit.
- 20. No motor home or travel trailer can be in any lot for more than five (5) days without shelter, and absolutely cannot be lived in. No car, truck, boat, or other vehicle or object can be parked on subdivision roads.

These Covenants & Restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty (20) years from date at which said time Covenants & Restrictions shall be automatically extended for a successive twenty (20) years unless an instrument signed by a majority of the then owners recorded of the land agree to change said Covenants & Restrictions, in whole or in part, is executed and recorded. These Covenants & Restrictions may sooner be changed at anytime if all of the then owners agree.

UNION COUNTY, GEORGIA
 Recd April 12th, 2002
 9:45 A.M.
 in Book 413 Page 718-721
 Union County, G.S.C.