

RE: PROPERTY DESCRIBED IN PLAT BOOK 34 AT PAGE 134 OF THE GORDON COUNTY, GEORGIA RECORDS AND KNOWN AS THE ORCHARD.

The Protective Covenants shall become effective immediately and run with the land and shall be binding upon all persons under Declaration until terminated by operation of law, or otherwise, to wit:

- SECTION 1: All applicable Gordon County, and State of Georgia zoning requirements.
- SECTION 2: Residential Use. All lots shall be restricted exclusively to single-family residential use.
- SECTION 3: Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.
- SECTION 4: Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any lot except for the initial construction of the residences and development of the Property.
- SECTION 5: Signs. No signs whatsoever shall be installed, altered or maintained on any lot, or on any portion of a Structure visible from the exterior thereof, except:
- (a) such signs as may be required by legal proceedings;
 - (b) not more than one "For Sale" sign provided, however, that in no event shall any such sign be larger than five (5) square feet in area;
 - (c) directional sign for vehicular or pedestrian safety; and
 - (d) such signs as may be required by developer or builder.
- SECTION 6: Fences and Walls.
- (a) Such fences and walls shall:
 - (i) compliment the design, texture and color of all structures on the same lot;
 - (ii) shall be a maximum of six (6) feet above grade in height;
 - (iii) shall not include planting as an integral component, and
 - (iv) shall not attract attention as distinct architectural elements.
 - (v) shall be made of wood along front toward street and can be chain link or wood along sides and back.
 - (b) Prohibited Screening
no fences can be closer to the street than the back corner of the house.
- SECTION 7: Recreational Vehicles and Trailers. No trailer house, boat or recreational vehicle shall be parked on any lot, except in the garages or behind screening so as not to be visible from the street or other lots. Any screens shall conform to the exterior design and quality of the dwelling on the same lot. No buses or trucks

- SECTION 8:** Recreational Equipment. No recreational and playground equipment shall be placed or installed on any lot which is visible from the street abutting such lot.
- SECTION 9:** Accessory Structures. All outbuildings shall be the same quality as the home. All metal outbuildings are prohibited. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same lot. With the exception of a garage that is attached to the dwelling, an accessory structure placed on a lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning law.
- SECTION 10:** Antennas. Exterior TV or radio equipment shall not be permitted unless same is not visible from the street or by an adjoining property owner. Exceptions may be made by developer for mini satellite discs on a case by case basis.
- SECTION 11:** Animals. No animals including birds, insects and reptiles may be kept on any lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. All dogs must be kept on leashes or otherwise confined.
- SECTION 12:** All construction on lots within THE ORCHARD shall be governed in accordance with the design guidelines attached hereto and by reference made a part of these covenants, conditions and restrictions.
- SECTION 13:** No mobile homes, modular homes, or prefabricated homes shall be placed upon any lot.
- SECTION 14:** The visible exterior of any concrete blocks shall have the exterior finish of rock, brick, stucco or similar covering.
- SECTION 15:** No residence shall be used for commercial type use.
- SECTION 16:** No commercial trucks or vehicles in size of 1 ton or larger to be parked overnight on any lot which may be or may become any annoyance or nuisance to the neighborhood. (Except for the initial construction of the residences and development of the Property.)
- SECTION 17:** All automobiles must be running and drivable, unless kept in garage behind doors.
- SECTION 18:** All driveways shall be concrete.
- SECTION 19:** All yards must be grassed and properly maintained as to give cover of soil to eliminate erosion. Grass height shall not exceed 6" at any time.
- SECTION 20:** All roof covering to be decided by developer prior to construction of homes.
- SECTION 21:** All mailboxes and posts shall be exactly the same pursuant to plan specified by

developer.

SECTION 22: Developer to approve all plans and specs before construction.

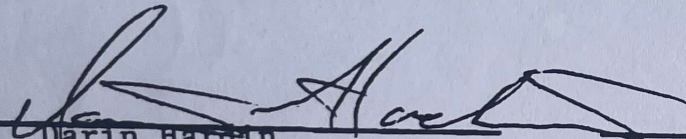
SECTION 23: Any owner of a lot in the subdivision may enforce the covenants and restrictions by proceeding at law or in equality against any person or persons or entity violating or attempting to violate any covenant or restriction either by seeking to restrain such violation or seeking damages.

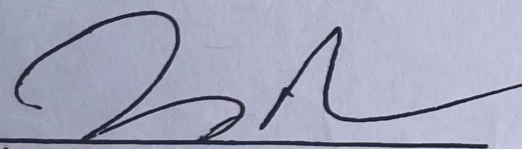
SECTION 24: Houses should be a minimum of 1300 square feet of heated floor space.

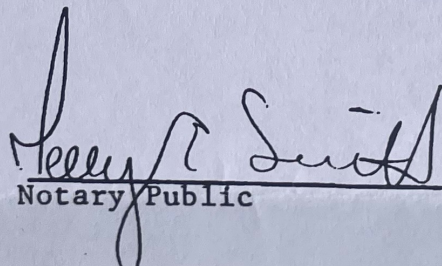
Restrictions listed above shall become effective on the below date and shall be construed to be covenant running the land and shall be binding on all persons who purchase lots within THE ORCHARD.

Said covenants and restrictions shall be binding for a period of twenty (20) years from the below date and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

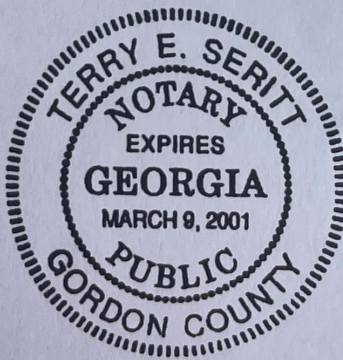
This 4th day of August, 1997


Darin Hardin


Witness


Notary Public

Darin Hardin



N.P. SEAL AFFIXED