

PORTER FIVE COMPANY PROTECTIVE CONVENANTS
for THE ORCHARD SUBDIVISION
OF LAND LOT 244, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA
(LOTS)

STATE OF GEORGIA,
COUNTY OF TIFT

THIS DECARATION OF CONVENANTS, CONDITIONS, AND RESTRICTIONS, made and published this ____ day of _____ by Porter Five Company, a Georgia Corporation, organized under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, (hereinafter "PORTER FIVE")

W I T N E S S E T H:

WHEREAS, Porter Five owns the residential lots of the The Orchard Subdivision, as said lots are depicted on that certain plat of survey entitled The Orchard Subdivision dated _____ and recorded in Plat Book _____, Page _____ Tift County records; and

WHEREAS, it is to the interest, benefit and advantage of Porter Five and to each and every person who shall hereafter purchase any lot within said subdivision that certain covenants, conditions and restrictions governing and regulating the use and occupancy for the same be established, set forth, and declared to be covenants, conditions and restrictions running with the land.

NOWHEREFORE, for and in consideration of the premises and of the benefits to be derived by Porter Five and each and every subsequent owner of any lots, Porter Five does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; with these covenants, conditions, and restrictions becoming effective immediately under and through Porter Five and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height (exclusive of any basement) plus a private residence garage for motor vehicles and plus such residential accessory buildings as may be approved by the Architectural Control Committee. No garage permitted accessory building shall be constructed, erected, placed altered or permitted to remain upon any

lot which is not constructed of the same materials as the dwelling located upon said lot unless prior approval is obtained from the Architectural Control Committee.

2. ARCHITECTURAL CONTROL. No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$150,000.00 based upon costs levels prevailing in Tift County, Georgia, on the date of this instrument, it being the intention and purpose hereof to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of open porches and garages: on lots 1-13 of Block "A" and lot 13 of Block "C" shall not be less 3000 square feet (if the structure is to be two story then the bottom floor shall not be less than 2000 square feet); on lots 14-17 of Block "A" and 1-8 of Block "B" and lot 11 & 12 of Block "C" shall not be less 2800 square feet (if the structure is to be two story then the bottom floor shall not be less than 1800 square feet); on lots 18 and 19 of Block "A" and lots 9-17 of Block "B" and lots 9 and 10 of Block "C" shall not be less 2500 square feet (if the structure is to be two story then the bottom floor shall not be less than 1500 square feet); on lots 20 and 21 of Block "A" and lots 1-9 of Block "C" shall not be less than 2200 square feet(if the structure is to be two story then the bottom floor shall not be less than 1200 square feet). No garage shall be allowed to open to the street. No metal roofs will be allowed unless specifically approved by Architectural Committee.
4. BUILDING LOCATION. No building shall be located on any lot nearer than 60 feet to the front line. No building shall be located on any lot nearer than 15 feet to an interior line. No dwelling shall be located on a lot nearer than 60 feet to the rear lot line. For purposes of this provision, eaves, steps, carports and open porches shall not be considered as a part of a building; provided however that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.
5. STRUCTURE LOCATION. No fence, wall, swimming pool, or other structure of any nature shall be constructed, erected, placed or permitted to remain on any lot nearer to any street or lot line than the minimum setback lines established for said property unless approved by the Architectural Control Committee.

6. POOLS: Only "in-ground" pools shall be allowed on the premises, no "above the ground" pools shall be allowed in any circumstances.
7. DIVISION OF LOTS. No lot shall be divided or other structure partitioned with out the prior written approval of the Architectural Control Committee.
8. ROADS AND STREETS. No portion of any lot shall be utilized at any time by any person or entity as a road, street, or other thoroughfare or otherwise for any purpose of ingress and egress to or from other property without the prior written the prior written consent of the Architectural Control Committee.
9. DURATION OF CONSTRUCTION. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall not allow construction work to proceed in any manner other than diligently or allow such construction to be completed other than within a reasonable time nor shall any such lot owner allow any such construction to remain incomplete after once commenced for more than one calendar year. As used herein the term "construction" shall include preparation of grounds and landscaping. During construction the owner shall not allow the premises to become or remain unsightly or littered.
10. DRIVEWAYS. Upon completion of construction of the main dwelling, it shall be required that a permanent driveway be installed of concrete only.
11. CITY UTILITIES: Upon completion of each residence, the owner shall be required to contract with the city of Tifton for city water and sewage, cable television, internet service (if applicable) and have the following natural gas appliances; gas hot water plus one of the following – gas clothes dryer, gas kitchen stove or gas furnace and any two of the following – gas fireplace logs, gas outside grill and/or gas outdoor lights.
12. EASEMENT. Easements for installation and maintenance of utilities and drainage are reserved as required.
13. NUISANCES. No noxious or offensive activity shall be carried or permitted on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the owners of adjacent property in the said subdivision. No substance or material shall be kept or maintained on any lot that would emit foul or obnoxious odors.
14. TEMPORARY STRUCTURES. No structures of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by: 1. A builder to advertise the property during the construction period or, 2. A real estate broker during the period of time the property is for sale.
16. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
17. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided that there are not kept, bred or maintained for any commercial purposes and that there are not more than two pets per member of each household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.
18. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained on whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon a lot except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.
19. COMMERCIAL AND NON-OPERABLE VEHICLES. No commercial vehicle, construction equipment or any non-operable vehicle of any type shall be permitted on any lot unless kept in a completely enclosed garage and approved in advance in writing by the Architectural Control Committee.
20. LAWN MAINTENANCE. No weeds, underbrush, or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or un-kept. This provision shall also include the maintenance of any fencing and/or dirt berm provided for the purpose of yard privacy. Should the owner of any lot fail to comply with the provisions of this paragraph, then following written notice with respect thereto and failure to correct such failure on the part of the owner, either PORTER FIVE or the Architectural Control Committee shall have the right to cause such growth to be cut or privacy fencing or dirt berm to be maintained and to charge the owner of such lot with the cost thereof and to collect such cost from said owner of record.

21. MAINTENANCE OF STRUCTURES. Buildings and other structures constructed on any lot shall be maintained in the essential the same stated as constructed and no finished building or other structure shall be allowed or permitted to become or remain in deed of repair or maintenance.

22. WATER SYSTEMS. No individual wells or water supply system shall be permitted without prior written approval of the Architectural Control Committee.

23. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

24. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall hedge or tree shall be placed or permitted to remain upon any lot which will obstruct sight lines at intersections unless the same is maintained at a sufficient manner so as to prevent obstruction of sight lines at intersections.

25. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of James T. Porter, Jr., Charles V. LeCraw, Jr. and John Dale Sumner, Sr., all residence of the state of Georgia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURES. The committee's approval or disapproval as required in these covenant shall in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

26. TERM. The covenants are to run with land and shall be binding on all parties and all person claiming under them for a period of thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the

provision hereof in whole or in part or to terminate this instrument and its effectiveness.

27. SEVERABILITY. Invalidation of any one of the provisions hereof by judgement or court order shall in no way affect any of the other provisions which shall remain in full remain in full force and effect.

28. HOMEOWNERS' ASSOCIATION. PORTER FIVE, for and on behalf of itself and its successors and assigns, reserves the right to establish a homeowners' association which will have the responsibility for maintenance of the common areas located in such subdivision. Upon establishment of such homeowners' association, an amendment to these covenants will be recorded, such amendment setting forth the duties of the homeowners' association.

29. AMENDMENT. PORTER FIVE for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and first above written.

Porter Five, a Georgia Partnership

Signed, sealed and delivered
In the presence of

By: _____
James T. Porter, Jr., Managing Partner

Witness

Notary Public
My commission expires: _____