

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TALKING ROCK CREEK PROPERTIES, INC.

Filed 11:54 AM June 29, 1988  
Recorded June 30, 1988  
Deed Book 153 Page 1  
A. J. McArthur  
Clerk Superior Court

This Declaration is made by TALKING ROCK CREEK PROPERTIES, INC., a Georgia corporation hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lots 30, 43, 44, 45, 65, 66, 67, 79, 80, 81, 100, 101, 102, 115, 116, 117, 136, 137, 138, 139, 152 and 153, 24th District, 2nd Section, Gordon County, Georgia; and Land Lots 63, 82, 83, 84, 98 and 99, 24th District, 2nd Section, Gilmer County Georgia.

The Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain restrictions on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

1.

This Declaration shall be applicable to those certain lots within the above Land Lots, as depicted on plats of survey filed of record in Gilmer County or Gordon County bearing express reference to the terms hereof, and effective as to the lots shown on all such plats as of the date of filing of record.

2.

The lots shall be used for residential purposes only, and shall not be used for commercial activity. Not more than one detached dwelling shall be erected on any one acre. Construction of the exterior of a dwelling shall be completed within twelve (12) months from the commencement of same. No salesperson

CONTINUED

in the employment of the Developer or authorized real estate broker shall be denied access to any facility or amenity while conducting a bona fide sales presentation.

3.

There is established an Architectural Review Committee to be elected by the TALKING ROCK CREEK PROPERTY OWNERS ASSOCIATION (POA) Board of Directors in such number as it shall see fit. The Committee shall have authority to review and approve all plans for construction upon subdivision lots. No lot owner or any other person shall engage in the construction of a building or mobile home upon a lot without first obtaining the written approval of the Committee. Application shall be in writing and shall provide such information as the Committee may reasonably require. In the event that the Committee fails to approve or disapprove such application within thirty (30) days after submission, approval shall be granted automatically.

4.

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health Regulations. In particular no outside toilets shall be allowed on any lot in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further all sanitary arrangements must be inspected and approved by local or State Health Officers.

5.

Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or Gordon County Health Department depending on the location of the lot, or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

CONTINUED

6.

All animals maintained or kept on any lot must be confined to said lot unless such animal is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

7.

Declarant for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land thirty (30) feet in width contiguous to all lot lines adjacent to rights of way and twenty (20) feet in width contiguous to all other lot lines and subdivision boundaries, and as may be shown on plats of the property herein. Declarant, for itself, its successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.

8.

No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

9.

No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept clean and in a sanitary condition.

10.

No advertising activity of any kind shall be allowed on any lot or parcel of land. Signs for the advertising of lots by the lots owners shall be approved by the POA, which approval shall not be unreasonably withheld.

11.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the

ENDED

subdivision shall become members of the TALKING ROCK CREEK PROPERTY OWNERS ASSOCIATION ("POA"), a non-profit Georgia corporation, and covenant and agree to pay to the POA annual membership dues and such special assessments as may hereafter be charged by the POA in accordance with its charter and by-laws.

The annual membership dues shall be used by the POA for the purpose of maintaining roads and amenities within the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the POA.

The Developer herein shall have the power to appoint and remove Directors of the POA until such time as 25% of the lots in the subdivision are sold. At such time the Developer shall thereafter refrain from exercising any vote to which it is entitled by virtue of lots held or acquired through judicial sale. Developer does not hereby relinquish any right to solicit proxies and to vote such proxies at the POA annual meeting.

All such assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and said lien shall include the late charge, interest, all costs of collection and reasonable

attorney's fees. in the event the assessment remains unpaid after sixty (60) days, the POA may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by his or her acceptance of a deed to a lot, vests in the POA or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

12.

An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation does set its hand and seal this 27th day of November, 1984.

TALKING ROCK CREEK PROPERTIES, INC.  
BY: William M. Stokes  
William M. Stokes, President

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Claudia S. Hall  
Notary Public

Notary Public, Georgia State at Large  
Commission Expires Feb. 19, 1988

GEORGIA, GILMER COUNTY  
Clark's Office — Superior Court

Filed for record this 21 day of  
May 19 86 at 10:30 o'clock  
A. M. and Recorded in Book 178 Page 600  
at May 19 86

GEORGIA, Gordon County,

Clerks Office, Superior Court

Filed for record this 6 day of

Dec. at 12 o'clock N M., 19 84

Recorded in Book 224 of Deeds

Page 258 this 6 day of

December, 19 84

Deputy Dorothy Cells Clerk

Lewis Couch