



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

FOR BRIAR CREEK ESTATES

STATE OF GEORGIA
COUNTY OF GILMER

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, William Allen Jett, hereinafter referred to as "Developer", is the owner of certain land in Land Lots 236, 237 and 269 of the 10th District, 2nd Section of Gilmer County, Georgia, consisting of approximately 100.78 acres, more or less, depicted on a plat of survey prepared by N. B. DeLoach, Georgia Registered Surveyor, Number 1347, dated September 24, 1987, and recorded in Plat Book 16, page 8, Gilmer County Records, and incorporated by reference herein, said property being referred to hereafter as Briar Creek Estates; and

WHEREAS, said Developer, in order to specify, protect and preserve those features of Briar Creek Estates which are unique and to provide for a comprehensive and orderly development of Briar Creek Estates in accordance with the standards of quality intended and desired by Developer, and to provide for the mutual benefit and protection of the property rights of Developer and of the persons who may hereafter own and reside in and on the property, does desire to establish certain standards, impose certain restrictions and reserve unto Developer certain rights and privileges; and

WHEREAS, Developer deems it to be suitable and appropriate to set said standards and restrictions and impose them upon the land so as to establish them as covenants and restrictions running with the title to the land;

NOW, THEREFORE, for and in consideration of the promises and the mutual benefits accruing to Developer and to the subsequent purchasers of property in Briar Creek Estates,

Developer does hereby declare said real property to be subject to the following covenants and restrictions, said covenants and restrictions to run with the title to the land. Said covenants and restrictions shall be binding on and shall inure to the benefit of developer, his successors and assigns, and shall be binding on and inure to the benefit of the grantees of any deed conveying any building site or building sites, or any parcel or tract, as well as being binding on and inuring to the benefit of their heirs, successors and assigns. Said covenants and restrictions shall be as follows:

PERMITTED AND PROHIBITED USES

1. All lots within Briar Creek Estates Phase 1 are limited to single family residential.
2. No parcel or tract within Briar Creek Estates Phase 1 may be further subdivided.
3. No residence shall have less than five hundred (500) square feet of permanent, heated, enclosed living area.
4. No commercial logging activity shall be conducted on the property.
5. No animals, such as poultry, swine, goats or livestock of any kind, with the exception of household pets in reasonable numbers and no more than one (1) horse for every two (2) full acres owned, shall be kept or maintained on the property. The owners of all animals are responsible for the behavior and damages of their animals. Pens or other facilities wherein animals are kept shall be set back from property lines and adequately screened so as not to be a nuisance to adjoining sites.
6. No garbage or refuse piles, weeds, trash or other

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unsightly objects shall be allowed to remain on any part of any lot. Each owner shall provide a secure, sightly area for the storage of reasonable amounts of trash or garbage pending proper disposal.

7. No vehicle shall be allowed to be parked, kept or stored on any lot unless it is in running condition and in good repair with current registration. These provisions apply as well to campers, trailers, recreational vehicles, trucks, motorcycles, vans and boats.

8. No mobile or modular home of any nature shall be permitted on any lot in Briar Creek Estates Phase 1, except that campers or motorhomes may be brought in for two week maximum.

10. The roads within Briar Creek Estates Phase 1 have not been dedicated to the county as county roads. All of the roads now are private roads. The Briar Creek Estate Phase 1 developer or assigns shall have the right at any time after sale of lots to petition the county for acceptance and maintenance of said roads, and the developer or assigns shall have the right to grant utility easements along the existing road rights of way.

GENERAL PROVISIONS

These covenants shall become effective immediately upon their being recorded in the deed records of Gilmer County, Georgia, and shall continue to be effective and to be covenants running with the land for the maximum period of time allowed by law. No modification of these covenants as provided herein shall be effective or binding until said modification is recorded in the deed records of Gilmer County, Georgia.

Invalidation of any segment or portion of these covenants shall not affect the validity of any other provision or provisions of these covenants.

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If the owner of any lot violates any of the covenants contained herein, Developer may seek any remedies available at law or in equity against the owner so violating or attempting to violate these covenants and to recover any damages for such violations.

This 8 day of October, 1987.

William Allen Jett (Seal)
WILLIAM ALLEN JETT

Signed, sealed and delivered in the presence of:

Lafayette Godfrey
Susan B. Jarvis
NOTARY PUBLIC

Commission Expires: 9/26/87

Filed for record 8 day of Oct 1987 at 12:00 o'clock P.M.
Recorded 9 day of Oct, 1987 Willard Ralston, C.S.C.
Book 211, Page 139