



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.

GILMER COUNTY
CLERK'S OFFICE SUPERIOR COURT
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At 10:45 AM Recorded 3-28-96
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[Signature]
Clerk of Superior Court

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUIN SPRINGS DEVELOPMENT

THIS DECLARATION is made this 7th day of December, 1995 by QUIN SPRINGS PARTNERSHIP hereinafter referred to as "Declarant". Declarant is the owner and developer of a residential Development located in Land Lots 261, 262 & 279, 10th District, 2nd Section, Gilmer County, Georgia, known as QUIN SPRINGS DEVELOPMENT (hereinafter the "Development".)

The Declarant proposes to offer lots in the Development for sale to the general public. By this Declaration, Declarant intends to establish certain covenants, conditions and restrictions (referred to collectively hereafter as the "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. The restrictions herein are intended to be mutually enforceable by and upon such parties, which shall include the Declarant, its successors and assigns.

1.

This Declaration shall be applicable to those subdivided lots lying in the Development which appear on plat(s) of survey filed of record in the Office of Superior Court of Gilmer County making reference hereto. In the alternative, this Declaration shall be applicable to any lot or parcel of property lying in the Development, the deed to which bears express reference to this Declaration.

2.

Property shall be used for residential purpose only; no commercial use is permitted.

3.

Any residences constructed must have a minimum of 1200 square feet of heated area. All outbuildings must conform to the structure of the main residence; no shanty-type buildings will be allowed.

4.

No tents, trailers and mobile or modular homes may be used as a residence or placed on the property. A travel trailer may be used on the property during construction for no longer than six months for temporary living quarters.

5.

No garbage or litter shall be dumped on the premises.

6.

No junk cars shall be stored on the premises. Any non-operative vehicles must be removed within two (2) months.

7.

No debris of any kind shall be placed near the roads or in ditches.

8.

All livestock must be properly fenced in and maintained in such a way as to not encroach upon the property of others and to not produce noxious odors. No livestock feed lots or poultry houses shall be allowed on the subject property.

9.

All greenbelt areas designated on the above plat shall remain undisturbed.

10.

Lots 63, 64 & 65 designated on the foregoing plat shall not be subject to the road maintenance agreement indicated herein. The lots are subject to all other provisions herein.

11.

The terms and provisions of the Declaration shall terminate as may be prescribed by law. The Declaration may be amended as to any provision or provisions by the two-thirds vote of the owners of lots in the Development (including the Declarant), which vote shall be calculated on a one-lot one-vote basis. The Development is subject to the terms and provisions of O.C.G.A. § 44-3-220, et.seq.

12.

Maintenance of private roads within the Development shall be borne equitably by a property owner.

"The roads" shall be defined as the Private Roads indicated on the above plat which roads grant a perpetual easement across private roads for all parties owning property within the area of the Development indicated on the above cited plat. The road shall serve as full access to all land of the parties owning property in the above cited Development.

Each year the said roads shall be graded, graveled and ditched as may be required to keep the road in top condition. "Top Condition" shall be determined and defined as such term would be normally and customarily understood by the Director of the Gilmer County Road Department, for a gravel road. It is intended that the road remain at all times hereafter a 20 foot road bed with turnouts for passing other vehicles met on the said road.

The cost of such annual maintenance shall be divided equally between the property owners, their successors and/or assigns who own property within the Development of any type, that is served by said road.

In the event that any owner of property fails or refuses to pay the costs of maintaining the said road in the conditions set out above, then the other property owners may pay the cost of maintenance and shall be entitled to file a lien against the property of the owner who has not paid. Said lien shall be filed and foreclosed as other statutory liens on real property.

All of the private roads within the Development are easements and all instruments referred to herein are intended by all parties to be covenants and burdens upon the servient tenements and a benefit upon all tenements, and are intended to run with the land, binding and benefitting the heir, successors and assigns of all property owners hereto.

13.

At the option of the property owners, approved by a majority, there may be established a non-profit association for the purpose of maintaining the roads in the Development and any other purpose consistent with law.

a. This Declaration shall inure to the benefit of and shall be enforceable by (I) the Declarant so long as it is an Owner, (ii) the Association, and (iii) each Owner, his legal representatives, heirs, successors and assigns.

b. In the event of a violation or breach of any restriction contained in this Declaration the Declarant or the Property owners and/or the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Property owners and/or the Association shall have the Right of Abatement.

c. The Right of Abatement means the right of the Property owners and/or the Association, through its agents and employees, to enter at all reasonable times upon any lot or structure thereon, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article. Any and all reasonable costs incurred by the Property owners and/or the Association in exercising the Right of Abatement shall be deemed a part of the yearly assessment, if any, (described below) applicable to the subject lot. Nothing herein shall be deemed to affect or limit the rights of Declarant, the Association or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Any invalidation of one or more of the terms and provisions herein shall not affect the enforceability of the remaining terms and provisions.

d. By acceptance of a deed to a lot in the Development, and should the property owner approve an association, each owner thereof shall automatically become a member of the Association, and covenants and agrees to pay to the Association annual membership dues and

special assessments as may hereafter be charged by the Association in accordance with its charter and bylaws. The Declarant shall not be deemed an owner of any lot for purposes of this article unless Declarant consents in writing to be so treated. Declarant shall not be required to pay any assessments until its property(ies) is transferred to an end user.

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, (except declarants) against which each assessment is made.

IN WITNESS WHEREOF, the undersigned set their hands and seals this 7th day of December, 1995.

Declarants
Quin Springs Partners

Lucille Mullerax
Witness

Stanley Berry (Seal)
STANLEY BERRY

Berta B. Britton
Notary Public My Commission Expires May 17, 1999

Lucille Mullerax
Witness

Ann M. Waddell (Seal)
ANN M. WADDELL
by EDNA M. MARSHALL as attorney-in-fact
under Power of Attorney dated 3-4-95 recorded
in Deed Book 434, Page 38, Gilmer County Records.

Berta B. Britton
Notary Public My Commission Expires May 17, 1999

Lucille Mullerax
Witness

Glen W. Marshall (Seal)
GLEN W. MARSHALL

Berta B. Britton
Notary Public My Commission Expires May 17, 1999

Lucille Mullerax
Witness

John E. Marshall (Seal)
JOHN E. MARSHALL

Berta B. Britton
Notary Public My Commission Expires May 17, 1999