



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
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TIMBERWALK ESTATES

This Declaration is made by Harold R. Powell, Jr. and Toni M. Powell owners of record of TIMBERWALK ESTATES, hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lots 78 and 79 of the 11th District and 2nd Section of 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 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 not more than one detached dwelling shall be erected on any one lot. No dwelling shall consist of less than 1000 square feet on a single level of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built upon a permanent foundation. Construction of the exterior dwelling shall be completed within 12 (twelve) months from the commencement of same.

3.

There is established an Architectural Review committee to be elected by the TIMBERWALK ESTATES 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 upon a subdivision 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.

No mobile homes shall be located on any lot. The location of recreational vehicles on lots on a temporary basis shall be subject to regulation by the POA, as the same may be amended from time to time. Recreational vehicles placed on property shall not create an eyesore.

5.

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.

... must be approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

7.

The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least thirty-five feet (35) from the front and rear lines of the property, and at least ten (10) feet from the sidelines of the property, and at least ten (10) feet from the sidelines of any abutting property owner; provided, however, if a building set back line is shown on a recorded plat, the line so shown on the plat shall prevail over this declaration. The POA Board of Directors is hereby empowered to grant variances from the set back provisions herein upon written application by the owner of the lot for which the variance is sought.

8.

No animals or fowl shall be maintained or kept on any lot or parcel of land except household pets, which pets must be confined to the owners lot or parcel of land unless such pet is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

9.

Declarant for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land ten (10) feet in width contiguous to all 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.

10.

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.

11.

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.

12.

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

13.

There shall be locked gates for security to be kept closed at all times. Entrance to the property shall be through the main gate only.

14.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the TIMBERWALK ESTATES 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. Dues shall be paid on the day of conveyance prorated to the first of the calendar year.

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.

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.

15.

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.

16.

Enforcement of these restrictions and covenants shall be vested in the Property Owners' Association as described herein. Enforcement shall be by written notice to the offending owner with thirty (30) days opportunity to be in compliance. Thereafter the Property Owners' Association may pursue any legal remedy deemed necessary.

17.

Use of the lake located on the property by a property owner or guest is at the owner's risk. It is the property owner's responsibility to supervise and control the owner's family and guests.

Boats shall not be left unattended on the lake. No gasoline powered motors are permitted on the lake and boats other than john boats and canoes are not permitted.

Fish limits shall be ten (10) fish per day total per owner, family and guests.

18.

Each purchaser of a tract within the subdivision shall within, one year from date of purchase, provide sufficient landscaping on such tract to prevent soil erosion and washing. Tracts shall be properly maintained by owners, including lawn mowing. Removal of trees in excess of six (6) inches at the base diameter are not permitted unless necessary for construction. Chain link fences except to the rear of a dwelling are not permitted.

19.

No individual parcel within this development known as TIMBERWALK ESTATES may be subdivided for any purpose without written authorization from the Property Owners' Association.

20.

Harold R. Powell, Jr. and Toni M. Powell d/b/a TIMBERWALK ESTATES shall transfer and relinquish control of the Property Owners' Association upon the sale of fifty (50%) percent of Phase One of the development or upon sale of twenty (20) lots whichever shall occur first. After such time, maintenance of facilities, roads and common areas shall be within the responsibility and control of the Property Owners' Association.

21.

Recreational vehicles using external gasoline engines and including motorcycles, three-wheelers and four-wheelers shall not be operated in such a way as to be abusive to other residents of the development, nor shall they be operated off designated roadways other than the recreational vehicle operator's own property, and such vehicles shall be stored and maintained in enclosed areas of the particular residence and in keeping with architectural regulations as set out herein.

Signed, sealed and delivered.

in the presence of:

Laura A. Cassidy
Witness

Shirley E. Crooke
Notary Public
My commission expires 8-16-88
Notarization date: 8-16-88
NOTARIAL SEAL

Harold R. Powell, Jr.
and Toni M. Powell
d/b/a TIMBERWALK ESTATES

By Harold R. Powell, Jr.
Harold R. Powell, Jr.

By Toni M. Powell
Toni M. Powell

GEORGIA, GILMER COUNTY
Clerk's Office - Superior Court
Filed for record this 16 day of
AUGUST 1988 at 1:15 o'clock
P.M. and Recorded in Book 222 Page 379
this 17 day of Aug 1988

Clerk Superior Court