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AFTER RECORDING  
RETURN TO: *mail*  
HORNE & HORNE, P.C.  
P.O. BOX 37  
DAHLONEGA, GA 30533

Georgia, Hall County, Clerk Superior Court  
Filed in office, this 18 day of May  
1999 at 10:35a. Recorded in  
Book 3492 Page(s) 119-126  
this 19 day of May, 1999.  
DWIGHT S. WOOD, CLERK, by: bm  
15925

DECLARATION OF PROTECTIVE AND RESTRICTIVE  
COVENANTS  
FOR  
TIMBER CREEK SUBDIVISION

STATE OF GEORGIA,  
COUNTY OF LUMPKIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Turk Building & Design, Inc., hereinafter sometimes referred to as "Developer," is the owner and developer of the following land:

All that tract or parcel of land lying and being in Land Lot 103 of the 11th District of Hall County, Georgia, and being more particularly set out on a plat of survey dated December 6, 1998, of Timbercreek Subdivision, Phase I, prepared by William E. Whidden, Georgia Registered Land Surveyor. This plat is recorded in Plat Slide 742, Page 249A-250A, and Plat Slide 743, Page 1A, Hall County Records, and is incorporated herein by reference for a more detailed description.

WHEREAS, the said Developer, in order to provide for the orderly development, improvement, and maintenance of the property 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, desires to establish certain standards, impose certain restrictions, provide for a property owner's association, and reserve unto himself certain rights and privileges; and,

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

Page Two  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

NOW, THEREFORE, for and in consideration of the premises, and the mutual benefits accruing to the Developer and to the subsequent purchasers of said property, 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 said land. Said covenants and restrictions shall be binding on and inure to the benefit of Developer, its 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, parcel or tract, as well as their heirs, successors and assigns. Said covenants and restrictions shall be as follows:

**GENERAL RULES**

There shall be an Architectural Review Board, hereinafter referred to as ARB, that shall consist of Lamar Turk and others that he may appoint.

Timbercreek Subdivision has been designated an "underground total electric" development. Each sales contract on each lot shall include a special stipulation mandating that Purchaser(s) shall construct a total electric dwelling in accordance with these covenants. All residential dwellings shall meet Jackson EMC "Comfort Home" requirements.

**Building Specifications**

1. All building plans must be submitted to the ARB for approval. All plans must include the outside color scheme for the dwelling and any improvements. All plans will be approved or denied within 10 days after submission. Any plans not denied within 10 days of submission will be deemed approved.
2. No person or entity shall be permitted to construct or move in modular homes, mobile homes or temporary housing of any type to any lot, tract or parcel within the subdivision.

Page Three  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

3. Subject to approval under paragraph 1, Owners shall be permitted to construct "stick built" homes constructed on site. Each primary residential dwelling shall contain a minimum of one thousand six hundred (1,650) square feet of heated floor space, exclusive of porches, garages, decks and unfinished basements. Multi-level residential dwellings shall contain a minimum of one thousand (1,000) square feet of heated floor space on the ground floor exclusive of porches, garages, decks and unfinished basements.

4. The minimum setback for all structures other than a well-house is eighty (80) feet from the right of way of the road, forty-five (45) feet from back property boundary lines and ten (10) feet from adjacent property boundary lines.

5. Each primary residential dwelling must have a garage with an electronic door opener. The door of the garage must be located at the end of the dwelling, unless otherwise approved by the Architectural Review Board.

6. Housing density shall not exceed one dwelling per lot, except that Developer reserves the right to change housing density within the limits permitted by local government.

7. All foundations must be finished with stucco, brick or rock so that there is no exposed block. In case of country style home with no rock or brick accent walls, the foundation shall be bricked on 3 sides, including the front side of the home.

8. All roofing shingles shall be a minimum of 25 year architectural grade and shall be submitted to the ARB for approval of color prior to installation.

9. The majority of the landscaping plants shall be a minimum size of 3 gallons. Landscaping plants of 2 gallon size can be intermixed. All landscaping plants must be from a nursery or be of equivalent quality.

10. There shall be no removal of trees except as required for placement of the dwelling, driveway and other improvements, or as required for safety.

11. All fencing shall be reviewed and approved by the ARB. There shall be no bright finish chain link fencing, chicken wire, hog wire, or other fence which does not blend with the surroundings and architectural style of the subdivision.

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Page Four  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

12. The ARB must review and approve any storage buildings constructed or installed upon any lot. Any storage buildings constructed or installed shall be similar to the architectural design of the residential dwelling or it shall be hidden from view. There shall be no exposed concrete block buildings or no metal buildings of any type.

13. All construction shall be in accordance with the Southern Building Code unless state or local codes establish higher standards, in which case construction shall be in accordance with the more restrictive or higher standard.

14. When the construction or installation of any building is begun, work thereon shall be prosecuted diligently and must be completed within a reasonable time, not to exceed twelve months from the day construction is begun.

15. All homes shall have driveways that are paved with asphalt, concrete or equivalent material. At the intersection of the driveway and the street, the "turnoff" portion of the driveway must be stamped and stained concrete for ten feet (10') from the asphalt street. The pattern and color of the concrete must be approved by the ARB. All driveways must be ten feet in width and the turnoff portion shall be fifteen and one-half feet wide at the street pavement.

**General Restrictions**

1. There shall be no commercial operations of any kind, nor commercial use of any nature, conducted on any lot. This bar shall include, but is not limited to, repair of vehicles or equipment, storage of trucks or large equipment, camp site operations or any "at home" business generating client traffic. No signs other than standard mail box signs are allowed. This restriction shall not, however, limit the operation of a home office by an investor, consultant, or other professional who does not generate client traffic. All mail boxes shall be of equal quality and harmonize with one another.

2. Household pets may be kept in reasonable numbers solely as pets, but not for commercial use. Kennels, pens or fences shall be set back from the property lines and adequately screened so as not to be a nuisance to adjoining neighbors. No commercial or noncommercial poultry operations, cow stables or pig pens shall be allowed. All pets shall be contained or

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Page Five  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

confined on the property of the owners and shall not be allowed off said property except on a leash, tether or similar control.

3. No commercial trucks, including delivery trucks or vans, or farm equipment shall be allowed to remain on any lot. No abandoned cars, trucks or other vehicles shall be allowed to remain on any lot

4. No travel trailers, recreational vehicles or camper vehicles of any type may be installed or used on any lot at any time. No owner may dump raw effluent of any kind, to include waste water, from any camper except into a septic system or other discharge facility approved by Hall. No tents or campers may be erected or used for human habitation on any lot at any time.

5. There shall be no above ground swimming pools.

6. No property owner will do or permit to be done any act upon his property which may become a nuisance to other property owners, or which shall unreasonably disturb the peace and tranquility of any other lot .

7. No garbage or refuse piles, trash nor other unsightly object shall be allowed to remain on any part of any lot, including vacant building sites.

8. White shears must be placed on all windows visible from the street.

**GRANT OF EASEMENT**

Developer has dedicated all roads as public roads and conveyed the platted roadways to Hall County. Subject to the above set out dedication, and for the purpose of establishing a right of access for all lot owners, Developer, in consideration of the benefits above set out, does hereby require as a condition of sale that each lot owner shall be bound such that in the event that any right of way within the subdivision is abandoned by Hall County so that title shall vest in the adjacent land owner, each said land owner shall by acceptance of his deed grant, sell, give and convey to all subsequent Grantees of any interest in the lands hereinabove set out all future interests in a perpetual, non-exclusive easement to State Route 60, along and with the present courses of the platted roadways within the Timbercreek Subdivision.

Page Six  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

**PROPERTY OWNERS ASSOCIATION**

1. Each owner, at the time of closing on the purchase of each Lot, shall become a member of the owners association, to be known as the Timbercreek Owners Association (TCOA), for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration of Covenants and Restrictions, and for such additional purposes as its membership shall from time to time deem necessary or proper. As soon as Developer deems, in his sole discretion, that a sufficient number of lots in the subdivision have been sold, they shall transfer to the Owners Association such administration, operational and enforcement functions provided in this agreement as they feel necessary. Said association is initially organized as an unincorporated association, but Owners may subsequently reorganize as they, by majority vote, determine. Each owner of any lot within the development shall, by acceptance of the deed of conveyance, be required to become members of the association and shall be subject to its rules and regulations.

2. The association shall have, in addition to those powers and authority contained elsewhere in this Declaration, and not by way of limitation or restriction, the following powers and authority:

(a) To enforce and provide for the enforcement of the covenants and restrictions contained herein.

(b) When Developer desires to activate the association, it shall give all of the then owners of lots in the development written notice of that fact, shall give all owners a copy of the proposed by-laws of the association, and shall give all owners notice of the date of the first meeting of the association. At the said first meeting, said by-laws shall be deemed approved and adopted by the members unless the members make any changes in said by-laws by the affirmative vote of the owners representing sixty percent (60%) of the lots in the subdivision. The initial officers of the association shall also be elected at the first meeting.

Page Seven  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

3. Each property owner shall pay each month to the TCOA Twenty-five dollars (\$25.00) for each lot for the purpose of maintenance and upkeep of the entrance into the subdivision. The fee is due on the first (1st) day of each month, if the fee is not paid within ten (10) days following the due date, the fee shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs including reasonable attorney fees incurred by the association in connection with the collection of the assessment of enforcement of the lien. Said fees may also be paid, in advance, quarterly, semi-annually, or annually.

**EFFECTS OF COVENANTS AND RESTRICTIONS**

1. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by an instrument signed by the then owners representing sixty percent (60%) of the lots has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified or amended at any time by a duly recorded instrument signed by the owner or owners of sixty percent (60%) of the lots in the development, provided that such action was taken at a meeting of the Homeowners Association following notice to all owners. Notice, unless waived in writing, shall be deemed proper and timely if given by registered or certified U. S. Mail and sent at least ten days prior to the date of the meeting to the address of each owner as provided to Developer at the time of the purchase or as last provided in writing by certified or registered mail to the Homeowners Association.

3. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall be declared null and void, the remainder shall nevertheless remain in full force and effect.

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Page Eight  
Declaration of Protective and Restrictive Covenants  
for Timbercreek Subdivision

4. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

5. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws or rules of any laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

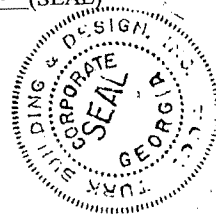
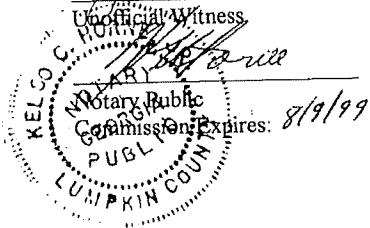
IN WITNESS WHEREOF, Developer has hereunto its hand and affixed its seal this 12th day of May, 1999.

Signed, sealed and delivered  
in our presence this 12th  
day of May, 1999.

Turk Building & Design, Inc.  
By:

*Duane W. Shonier*  
\_\_\_\_\_  
Unofficial Witness

*G. Lamar Turk* Sec.  
\_\_\_\_\_  
(SEAL)  
G. Lamar Turk, President/Sec.





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mail  
AFTER RECORDING  
RETURN TO:  
HORNE & HORNE, P.C.  
P.O. BOX 37  
DAHLONEGA, GA 30533

034405

000214

Georgia, Hall County, Clerk Superior Court  
Filed in office, this 29 day of Oct.  
19 99 at 10:35a. m. Recorded in  
Book 3578 Page (s) 214-218  
this 1 day of NOV. 19 99  
DWAYNE S. WOOD, CLERK. by BB  
3387

Cross Reference: Deed Book 3492,  
Pages 119-126, Hall Co. Records.

FIRST AMENDMENT TO THE  
DECLARATION OF PROTECTIVE AND RESTRICTIVE  
COVENANTS  
FOR  
TIMBER CREEK SUBDIVISION

STATE OF GEORGIA,  
COUNTY OF LUMPKIN.

Turk Building & Design, Inc., as owner and developer of Timber Creek Subdivision, in order to provide for the orderly development, improvement, and maintenance of the subdivision property 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 subdivision property, published that Declaration of Protective and Restrictive Covenants for Timber Creek Subdivision on May 12, 1999. These covenants are recorded in Deed Book 3492, Pages 119-126, Hall County Records, and are incorporated herein by reference.

Turk Building & Design, Inc., together with the owners of Lots 1, 3, 6, 9 and 11 now amend the covenants as follows:

Each lot owner must maintain his or her lawn. The lawn must be cut and weeded on a regular basis. In the event that any owner fails to maintain his or her lawn, the Developer or the Timber Creek Owners Association (TCOA) may enter the property in order to cut and weed the lawn. The Developer or TCOA may charge the lot owner a fee for the lawn maintenance and the lot owner must pay the fee within 7 days. This fee shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs, including reasonable attorney fees, incurred by the association in connection with the collection of the fee and enforcement of the lien.

Page Two

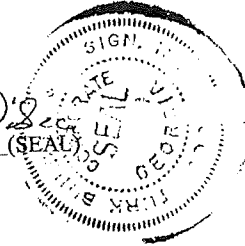
All other provisions of the covenants shall remain in full force and effect without modification.

Signed, sealed and delivered in our presence this 4th day of August, 1999.

Turk Building & Design, Inc.  
By:

*Shirley T. Rowe*  
Unofficial Witness  
*Shirley T. Rowe*  
Notary Public  
Commission Expires: 8/9/99

*G. Lamar Turk*  
G. Lamar Turk, President/Sec.



Loy L. Seabolt and Eleanor K. Seabolt are the purchasers of Lot 3, Timbercreek Subdivision, Phase One, and hereby join in this First Amendment.

Sworn to and subscribed before me this 4th day of August, 1999.

*Loy L. Seabolt*  
Notary Public  
Commission expires: 8/9/99  
*Shirley T. Rowe*  
Witness

*Loy L. Seabolt* (SEAL)  
LOY L. SEABOLT

*Eleanor K. Seabolt* (SEAL)  
ELEANOR K. SEABOLT

Terry C. Rowe and Shirley T. Rowe are the owners of Lot 1, Timbercreek Subdivision, Phase One, and hereby join in this First Amendment.

Sworn to and subscribed before me this \_\_\_\_\_ day of August, 1999.

\_\_\_\_\_  
Notary Public  
Commission expires:

\_\_\_\_\_  
TERRY C. ROWE (SEAL)

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
SHIRLEY T. ROWE (SEAL)

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AFTER RECORDING ✓  
RETURN TO:  
HORNE & HORNE, P.C.  
P.O. BOX 37  
DAHLONEGA, GA 30533

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Georgia, Hall County, Clerk Superior Court  
Filed in office, this 24 day of April  
2000 at 10:54 a.m. Recorded in  
Book 31612 Page(s) 191-193  
this 25 day of April, 2000  
DWIGHT S. WOOD, CLERK, by: SA  
pD

010914

EXTENSION AND ADDITION OF  
PROTECTIVE AND RESTRICTIVE  
COVENANTS  
FOR  
TIMBER CREEK SUBDIVISION, PHASE II

STATE OF GEORGIA,  
COUNTY OF LUMPKIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Turk Building & Design, Inc., hereinafter sometimes referred to as "Developer," did on May 12, 1999, make and declare those Protective and Restrictive Covenants for the Timber Creek Subdivision, which are recorded in Deed Book 3492, Pages 119-126, Hall County Records; and

WHEREAS, Developer made and declared a First Amendment to the Declaration of Protective and Restrictive Covenants for the Timber Creek Subdivision, which is recorded in Deed Book 3578, Pages 214-218, Hall County Records; and

WHEREAS, Developer has now developed the adjacent property described as follows:

All that tract or parcel of land lying and being in Land Lot 103 of the 11th District of Hall County, Georgia, consisting of 17.437 acres, more or less, together with all improvements located thereon, and being more particularly set out as Lots 14, 15, 16, 27, 28, 29, 30, 31, 32, and 33 on a plat of survey of the Timbercreek Subdivision, Phase II, dated December 8, 1999, revised March 22, 2000, prepared for Turk Building & Design, Inc., by Farley-Collins & Associates, Georgia Registered Land Surveyors. This plat is recorded in Plat Slide 784 Pages 91A Hall County Records, and is incorporated herein by reference for a more detailed description.

**Page Two**  
**Extension of Covenants**  
**Timber Creek Subd., Phase Two**

WHEREAS, Developer intends that the Timber Creek property be developed with a common plan such that each phase is complimentary with adjacent phases; and

WHEREAS, Developer desires that Phase Two be protected and developed in a manner consistent with the adjacent Timber Creek Subdivision, Phase One; and

**Extension of Restrictive Covenants**

NOW THEREFORE, for and in consideration of the premises and the mutual benefits accruing to the Developer, to the present owners of lots in the first phase of Timber Creek Subdivision and in Phase Two and to the subsequent purchasers of property in these two areas, their successors and assigns, Developer does hereby declare Lots 14, 15, 16, 27, 28, 29, 30, 31, 32 and 33 as set out on the above-referenced plat of survey, which is, at the time of the signing of this extension of covenants, titled in the name of developer, Turk Building & Design, Inc., to be subject to that same Declaration of Protective and Restrictive Covenants for the Timber Creek Subdivision Phase One, as amended, as fully and completely as if the Timber Creek Subdivision Phase Two property had been a part of the property originally protected by these covenants.

**Additional Restrictive Covenants**

To further provide for the orderly and neat appearance of the above described property, no property owner shall be allowed to erect or place a clothesline on any portion of any lot that is visible from any other residence, Hwy 60, or other roadway within the subdivision. No owner shall be allowed to hang clothing or linens outside the residence on any portion of any lot that is visible from any other residence, Hwy 60, or other roadway within the subdivision.

Also, no property owner shall be allowed to install or construct any pool equipment on any portion of any lot that is visible from Hwy 60 or other roadway within the subdivision.

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Page Three  
Extension of Covenants  
Timber Creek Subd., Phase Two

Given this 20th day of April, 2000.

Signed, sealed and delivered  
in our presence this 20th day  
of April, 2000.

*Jina Brown*

Unofficial Witness

*J. Sullens*



Turk Building & Design, Inc.

By:

*G. Lamar Turk*

G. Lamar Turk, President

