

After Recording Return To:
R. John Bcemanns, P.C.
P.O. Box 2659
Blairsville, GA. 30514

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RECORDING TIME, BOOK & PAGE

MAIL AFTER RECORDING TO:

RICHARD H. STANCIL, P.C.
231 CHATUGE WAY
HIAWASSEE BUSINESS CENTER
HIAWASSEE, GEORGIA 30546

THIS INSTRUMENT WAS PREPARED BY: RICHARD H. STANCIL, ESQUIRE

BRIEF DESCRIPTION: GREENBRIAR OFFICE PARK.

STATE OF GEORGIA
COUNTY OF UNION

GREENBRIAR OFFICE PARK
LAND LOT 187, 17 DISTRICT, 1ST. SECTION,
UNION COUNTY
BLAIRSVILLE, GEORGIA 30512

**RESERVATIONS AND RESTRICTIVE COVENANTS
OF GREENBRIAR OFFICE PARK**

Know all men by these presents:

The undersigned are the owners and developer(s) of the property shown on the Plat of Survey filed and recorded in Plat Book 59, Page 34, Union County, Georgia Records, which Plat is incorporated herein by reference. These Restrictions and Restrictive Covenants will apply only to the property as shown on said Plat which includes approximately 4.992 acres (the "property", "Park" or "Project").

The Greenbriar Office Park is intended to be a commercial retail community or commercial office park in which individual ownership of tracts of real property is minimum and the common ownership of real estate is maximized. Individual business and storage areas will be located on tracts, lots or parcels as shown on the plat recorded on the Union County Records. All tracts shall have access to or be served by a community utility system(s).

The property will be regulated and controlled by the Greenbriar Office Park Owner's Association, Inc. ("Association"), a Georgia Non-Profit Corporation, formed contemporaneously with the filing of these Covenants and Restrictions. A Copy of the Initial Bylaws of the Association is attached hereto as an Exhibit.

The Common Areas will be identified by the Plat, supplemental filings and by Deed from the Undersigned to the Association and/or to the Trustee under Trust Indenture.

The Association and/or a Trustee under Trust Indenture shall own and operate the Community or Common Water and Sewer Systems ("System", "Community Systems" or "Community System") located on the property. The Community System(s) shall operate the system in accordance with the Rules of Department of Human Resources, Public Health Chapter 290-5-26, On-Site Sewage Management System Sections, and in accordance with the Health Regulations of the Union County Health Department.

The Initial Sewer System shall be constructed in accordance with the Gravity Sewer and Forcemain Plan and Profile entitled "Steve Huntoon Office Buildings, Pump Station Upgrades" by Engineering Management Incorporated, as filed on the Public Records.

The Developer and/or the Association shall enter into a Trust Indenture/Maintenance Agreement as to the community utility system(s) as required and approved by Union County, Georgia. A Copy of the Trust Indenture/Maintenance Agreement shall be filed with the Clerk of Court of Union County, Georgia.

The Association or Trustee under the Trust Agreement shall operate and manage the community water and sewer systems on behalf of all owners and/or members. The Association or Trustee shall be responsible for all liability, penalties, and fines accruing from the operation of the community systems.

The Declarant, the Trustee and/or the Association shall be required to assess each owner a monthly fee over the course of the expected life of the community systems for both current maintenance and for a capital reserve fund and/or a sinking fund for future repair and replacement of the community water and septic system, and repairs to roads and to utility lines, said funds to accumulate over the expected life of the system ("Capital Fund", "Reserve Fund", or "Sinking Fund").

The capital sum of the sinking funds shall be in the amount of the estimated cost of replacement of the system, at the close of the period of time determined as the expected life of the system. During any period of time in which the capital sum of the sinking fund is less than the anticipated replacement cost of the system, or for so long as required by state and/or local officials; the Developer and/or the Association shall obtain a standing letter of credit from an approved bank in an amount equal to the replacement cost of the system and/or post a bond of the same amount. Additionally, the capital, reserve or sinking funds may be used to eliminate the requirement or need for a bond or line of credit when said amounts collected will equal the replacement cost of the community systems.

Notwithstanding any provision of this agreement to the contrary, the Trustee and/or Association shall have the sole duty and the responsibility to repair, operate and maintain the central community water and sewer system. The Association shall have the authority to contract to third parties to repair, operate and maintain said systems.

The Office Park Plat, supplemental filings, Gravity Sewn and Force main Plan and Profile, and Deeds shall identify the lines, equipment and utilities that constitute and are used in the community water and sewer systems. Any area of land used for the on-site water or sewage management system, a buffer area, replacement field, reserves area or septic areas shall be common areas of the Association and restricted to that use, and to no other use.

The Developer shall deed all common areas, facilities and equipment used in the community water and sewer systems to the Trustee and/or Association prior to or upon the sale of seventy five percent (75%) of the developed tracts. Notwithstanding, the Developer may deed all facilities and equipment used in the community water and sewer systems and common areas to the Association at any time after the Association has been formed. The Developer, Trustee and/or Association shall have full and unlimited authority to levy fines, assess and collect fees and expenses of maintenance and operation, and attache liens against real property and improvements owned by any tract owner.

Each owner of a tract will automatically be a member of the Association by the purchase of said property and will automatically have the right to utilize the common areas under the terms and conditions as provided herein and under the Rules and Regulations to be developed by the Association.

**MEMBERSHIP IN SAID ASSOCIATION IS MANDATORY.
PAYMENT OF ALL FEES, ASSESSMENTS AND/OR RESERVES FOR THE
MAINTENANCE OF COMMON AREAS AND WATER AND SEWER SERVICE
IS MANDATORY.**

THE DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A
CONDOMINIUM SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A.
SECTION 44-3-70, ET. SEQ.

The Reservations and Restrictive Covenants hereinafter set out are to run with the land and will be binding upon all parties and persons owning tracts or claiming title under said owners unless these Covenants are abolished as hereinafter provided.

If the owners of any tract, or their heirs, successors or assigns shall violate any of the covenants hereinafter set out, it will be lawful for the undersigned or any other person owning a portion of the property, or the Association to prosecute any proceeding at law or in equity against the person or persons violation any of such covenants, either to prevent the owner from so doing or to recover damages for such violations, or both.

If any portion of these Reservations and Restrictive Covenants is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

1. All Tracts shall be used for commercial, retail or rental use exclusively.
2. Until the Developer deeds the common elements to the Association, all plans for construction, improvements, changes or modifications to any tract, structure or building located on a tract shall be approved by the Developer.
3. No sign except one "For Sale," "For Lease," or "For Rent", or one (1) sign advertising the business, per tract shall be allowed on any tract.

4. All Vehicles shall be parked upon a tract or in the common roadways, driveways, or in designated parking spaces as designated on the Master Plat of Survey or under the Rules & Regulations of the Association, or on plats of the commercial subdivision or individual plats under which any individual tract is sold.
5. Motorized recreational vehicles, campers etc. shall not be stored for more than ten (10) consecutive days.
6. Any lease of a tract or structure thereon shall include a written acknowledgment of receipt of these Covenants and By-Laws and a provision that any tenant shall comply with said Covenants and By-Laws.
7. These rules shall also apply to Lessees, Renter, Occupants and fines against Occupants shall accrue to the Individual Lot Owner if unpaid.
8. The Gravity Sewer and Forcemain Plan and Profile shall be filed on the Public Record of Union County, Georgia. All Pump Station Upgrades, lines and improvement specified therein shall be installed on the property by the Developer pursuant to the recorded plans. Thereafter, utility improvements shall be maintained by the Trustee and/or Association. Notwithstanding, said Plan and Profile may be amended by the filing of additional or supplement Plans and Profiles on the public record and shall be binding on the Developer and the Association as the original Plan and Profile attached hereto.
9. Nuisances of any type or character are not allowed.
10. Unsightly or unkempt conditions shall not be allowed.
11. Antennas are prohibited on any tract. A satellite dish less than twenty-one (21) inches and cable services may be approved by the Association or its designee prior to installation.
12. No changes to any Gravity Sewer and Forcemain or to the community systems may be made by any tract owner without the approval of the Declarant, the Association and applicable local health and county officials.
13. Drainage areas shall not be obstructed or rechanneled.
14. Tracts and structures thereon shall not be landscaped in such a way as to obstruct vision or present any safety issues except as approved by the Association.
15. Garbage cans, wood piles etc. shall be screened or concealed from view.

16. No tracts or common area shall be subdivided or replated or reconfigured except under special circumstances as approved by the Declarant; and should Declarant not own any lots in the Park, then approval shall be required of the Association.
17. No changes to common areas shall be made by a tract owner without the prior approval of the Declarant or the Association.
18. No fence shall be erected without the prior approval of the Declarant or the Association.
19. Overhead utility lines are not permitted.
20. Window air-conditioning units are allowed only with approval by the Board of the Association.
21. Exterior lighting visible from the street is not permitted except for seasonal decorative lighting or as approved by the Board of the Association.
22. Energy conservation equipment is allowed if integral and harmonious to the architecture and then only upon approval of the Association.
23. Changes in exterior finish or texture to any structure located on any tract must be approved by the Declarant.
24. Entry features and common area fixtures and improvements as installed by the Declarant shall not be disturbed without the prior written approval of the Association.
25. Changes to any common roadway or entrance to the Park must be approved by the Declarant or by the Association.
26. Fuel and water and other tanks must be underground unless otherwise approved by the Declarant.
27. Outbuildings and similar structures are not allowed except upon written approval by the Associations.
28. Erosion and environmental controls must be maintained by each tract owner at all times according any and all Plans and Profiles filed on the public record and/or to the specifications determined by the Association.
29. No tract shall be subdivided.

30. No outbuilding, garage, shed, tents, gravel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a permanent structure on any tract. This paragraph should not be construed to prevent the use of a temporary construction shed or adequate sanitary toilet facilities for workmen which may be provided during construction.
31. The exterior of any structure located on any tract must be finished with stone, stucco, concrete or vinyl siding, log or wood. Variances may be granted by the Declarant for so long as the Declarant owns any tract within the development.
32. When the construction, alteration, improvement, expansion or replacement of any building located on any tract is once begun, work thereon must be prosecuted diligently and must be completed within six (6) months from the start thereof.
33. No tract shall be used in whole or in part for any illegal activity, nor for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing (including junk or inoperable vehicles) that will cause such tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any tract that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
34. There are hereby reserved for the purpose of installing and maintaining common, municipal and public utility facilities and for such other purposes incidental to the development of the property or park, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby are hereby waived by the tract owner
34. Association Membership and Voting Rights. Every Person or legal entity who is the record owner of a fee tract or undivided fee interest in the property or tract that is subject to this Declaration shall be deemed to have a membership in the Association and shall be entitled to one vote for each tract owned.
35. Assessments.
 - (a) Assessments are for the purpose of promoting the retail development, health and maintenance of common real property, roadways, and utilities of the Association for the common good. Each Owner of any tract agrees to pay to the Association quarterly or annual, special and specific assessments including reasonable fines as may be determined by the Association. All such assessments shall be a charge and lien on the tract and the personal obligation of the Owner of any tract. Annual assessments shall be levied at a uniform rate per tract. The Association shall annually prepare an operating and capital budget which shall become effective

unless disapproved by a majority of the Total Association Vote. In the event of disapproval the prior year's budget shall apply. Special assessments may be levied if approved at a meeting by two-thirds (2/3) of the Total Association Vote. A capital reserve shall be established and maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures and to eliminate or reduce bond or line of credit requirements for any community septic and/or water systems.

- (b) Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days, a lien shall attach to the tract. If not paid within sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien for the benefit of all other Tract Owners or the Association.
 - (c) Commencement Date The assessments provided for herein shall commence on the first day of the month following the conveyance. Lots or other property owned by the Declarant shall be subject to assessment in the same manner as any other owner.
 - (d) Specific Assessments. The Board may make specific assessment as follows: i) Fines; ii) Expenses which benefit less than all of the tracts equitably among all of the tracts which is benefitted according to the benefit received; and iii) Expenses which benefit all tracts, but which do not provide an equal benefit to all tracts, may be assessed equitably among all tracts according to the benefit received as determined by the Board.
36. Maintenance. The Association shall maintain and keep in good repair the Common Property which includes: the entryway, streets, roads, streetscapes, cul-de-sac islands, drainage areas, all property outside of Lots, parcels and the central water and sewer system and the common effluent disposal system. Maintenance or damages to common areas caused through the wilful or negligent act of an Owner or his invitees or lessees shall be charged to such Owner. Maintenance shall be performed consistent with the Community-Wide Standards, state and local requirements. The Owner shall maintain his tract and improvements in a manner consistent with the Community Wide Standards and upon failure to so do the Association may provide such maintenance and charge the costs to the Owner as an assessment.
37. Use Restrictions and Rules: The Board of Directors of the Association (the "Board") is authorized to issue such rules as may be deemed necessary and which are consistent with these restrictions.
38. Subdivision of tracts: No tract or common area shall be subdivided or re-plated or reconfigured except under special circumstances approved by the Declarant. Should Declarant not own any lots in the property, then approval shall be required of the Board of Directors of the Association.

39. Entry features installed by the Declarant shall not be disturbed without the prior written approval of the Board.
40. Insurance and Casualty Losses. Each Owner shall carry blanket all-risk casualty insurance on the owner's tract and all structures constructed thereon and a liability policy covering damage or injury occurring on a tract. Hazard Insurance shall not be issued in an amount less than One Hundred Thousand Dollars (\$100,000) for any structure located on said tract; and the liability policy on any tract shall not be issued in an amount less than Three Hundred Thousand Dollars (\$300,000). This required amount may be adjusted by the Declarant or the Association's Board of Directors.
41. Damage and Destruction - Association Insurance. The Association shall maintain General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) to cover the common areas and roadways of the subdivision. This amount may be adjusted by the Developer or by the Association Board of Directors.
42. Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a tract shall be repaired by the Owner or by the Association upon the Owners default and the Association has given notice and the Owner has refused or failed to repair or replace within a reasonable time.
43. Condemnation. In the event of a taking by eminent domain of any portion of the Common Property the Association shall restore or replace such property based upon the decision of a vote of seventy-five percent (75%) of the owners of record, one vote per tract.
44. Trust Indenture Provisions. The Grantor and/or Trustee under Trust Indenture reserves the right and authority to levy and collect a charge for utility services provided to the occupants of the properties connected to the utility system. Services shall be charged on a pro-rata basis from the date the services are established at the request of the customer, to the date of discontinuance. In connection with the foregoing, the Grantor and/or Trustee shall have the right to install, on each of the individual properties, a water meter to be maintained by the Grantor, through which all water supplied to customers or consumers shall pass and to which Grantor and/or Trustee shall have access at reasonable times for the purpose of taking meter readings and keeping said meter in repair.
- (A) If it should become necessary at any future time for the Trustee or any entity acting in the Trustee's behalf or any beneficiary under the trust indenture, to take over, operate, and manage the utility system under the

provisions of the trust, then in that event, the operator of such system shall be entitled to a Trustees' fee payable from the income of the utility system at a rate not in excess of fifteen (15) percent of the gross charges collected by such Trustee, provided that such trustee's fee may be increased with the approval of the owner or owners of 75% of the properties connected to said utility system.

- (B) Title to the utility system and real property required by the system shall vest in the Trustee upon execution of the indenture subject to the terms above, and the trust indenture shall provide for or require a simultaneous transfer of title to the Trustee by deed recorded upon the Union County, Georgia Deed Records.
 - (C) In the event the Trustee takes possession of the utility system pursuant to the provisions of the Trust Indenture, the Trustee shall have sole authority to manage the system, to the exclusion of anyone else, and shall have the unlimited right to contract with developer or anyone else for the operation and maintenance of the system, and to charge and assess whatever reasonable fees or assessments are required to operate and maintain the system, including establishment of a sinking fund for major repairs and eventual replacement of the system.
 - (D) In the event the Trustee takes possession of the utility system pursuant to the provisions of the Trust Indenture, the Trustee may promulgate, from time to time, whatever rules and / or regulations it deems appropriate for the maintenance operation of the system.
 - (E) In the event the Trustee takes possession of the utility system pursuant to the provisions of the Trust Indenture, the Trustee shall be required to repair or replace system when necessary, and to repair subdivision streets and related utility lines in the event the system repairs impact roads or utilities.
45. Mortgage Provisions. The Board shall adopt such mortgagee provisions which may be reasonable and necessary, or required by any lending institution having a security interest in the property.
46. Easements. There shall be reciprocal appurtenant easements for encroachment and overhang; ingress and egress, use and enjoyment in and to the Common Property; utilities; entry; maintenance; entry features; and construction and sale.

47. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's tract, if any. The Board of Directors may impose fees, fines, other sanctions, seek damages or injunctive relief. The Association or its duly authorized agent shall have the power to enter upon any tract or any other portion of the Community to abate or remove any condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions of the project as implemented by the Declarant or as required by the Trust Indenture.
48. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the owners of the property and their successors-in-interest, and those claiming by and through the owners until such time as two-thirds (2/3) of the tract owners and the Declarant votes to remove the same. Notwithstanding any provision of these covenants and restrictions, the terms of the Trust Indenture shall supercede any provision herein.
49. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant, and/or by the affirmative vote of two-thirds (2/3) of the Tract Owners should the Declarant no longer own or have a security interest in any of the property.
50. Books and Records. All books and records of the Association shall be made available for inspection and copying by any member of the Association at any reasonable time and for a purpose reasonably related to such Person's interest subject to usual rules of convenience and accommodation.
51. Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board of Directors or as majority of the Association, one vote per tract, may decide.
52. Notice of Sale or Lease In the event an Owner sells or leases such Owner's tract, the Owner shall give to the Declarant and to the Association, in writing, at least fourteen (14) days prior to the effective date of such sale or lease, the name of the purchaser or lessee of the tract and such other information as the Board may reasonably require.
53. Variations. Notwithstanding any provision of these Covenants and Restrictions to the Contrary, the Declarant for so long as the Declarant owns any tract, or if no Declarant, the Board is authorized to grant individual variations if consistent with the common scheme of the project.

UNION COUNTY, GEORGIA
FILED & RECORDED October 4
20 06 AT 9:15 A, M.
RECORDED IN BOOK 670 PAGE 759-769
Allen Corley S.C.C.

54. Utilities: Water and sewer system(s). The water and sewer systems shall be administered according to the terms and conditions as may be established from time to time by the Board, pursuant to the required Trust Indenture and/or as required by state and local officials.

[SIGNATURES HERETO MAY BE EXECUTED BY COUNTERPART, AND ON MORE THAN ONE SIGNATURE PAGE, WHETHER CONCURRENTLY OR ON DIFFERING DATES TO FORM ONE ORIGINAL DOCUMENT]

IN WITNESS WHEREOF, the owner and developer hereby set its hands and affix their seals, this 29th day of September 2006.

DECLARANT

GREENBRIAR HOMES, INC.

Seal Affixed

By: Steve Huntoon
STEVE HUNTOON, PRESIDENT
Sole Officer and Individually

(CORPORATE SEAL)

Kurt Stanley
WITNESS

Richard H. Stanka (Seal)
NOTARY PUBLIC
My Commission Expires: _____



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