

**Cross-Referenced to
Deed Book Z-6, Pages 615-632 &
Deed Book T41, Pages 182-240
Rabun County, Georgia**

**Laurel Ridge Association, Inc.
Amended and Restated
Declaration of Restrictions and Covenants**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS (the "Declaration") is made and entered into this 30th day of November, 2015 by Laurel Ridge Association, Inc. (the "Association").

RECITALS

WHEREAS, a Declaration of Restrictions and Covenants (the "Initial Declaration") was made in October 1978 by Fred A. Worley, James C. Wallace, Sr., and James C. Wallace, Jr. (collectively, the "Developer"), and

WHEREAS, at that time, Developer was the owner of certain real estate located in Rabun County, Georgia and desired to subject the property to the covenants, restrictions, easements and agreements, hereinafter set forth as described in the following Statement of Background, and

WHEREAS, effective January 1, 2011, Developer transferred ownership of common area property within the Laurel Ridge subdivision to the Association and transferred operation, control and governance of the Association to subdivision property owners, and

WHEREAS, an amendment to the Initial Declaration was signed by more than two thirds of subdivision property owners and recorded on April 10, 2015,

NOW, THEREFORE, the Association hereto amends and restates the Declaration executed in October 1978 and amended on April 10, 2015, to provide as follows:

STATEMENT OF BACKGROUND

A. As of the date of the Initial Declaration, Developer was the owner of certain real estate, which was the subject of a Community Unit Plan of zoning and development on file with the appropriate authorities of Rabun County. Developer desired to create on said real estate a community, with houses, townhouses, apartments, and other single and multi-family dwellings, business and other commercial structures and

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areas, recreation areas, planting areas, open spaces, and other properties and facilities for the benefit of the residents of said community, and further desired: (1) to ensure the best use and the most appropriate development and improvement of each of the lots which are subjected to this Declaration by Article I, Section 1 hereof, and any other lots which may be hereafter subjected to this Declaration; (2) to protect the owners of said lots against such improper use of or building on said lots as will depreciate the value of any said lots; (3) to preserve, as far as practicable, the natural beauty and to ensure the best development of said lots as well as any other real estate which may be used or enjoyed by the residents of said lots; (4) in general, to ensure that improvements on said lots will be of high type and quality; and (5) by establishing and providing for the enforcement of this Declaration, to enhance the value of investments made by purchasers of said lots.

B. To this end, the Developer desired to subject the lots described in Exhibit A hereof, together with such other lots as may hereafter be made fully subject to this Declaration, to the covenants, restrictions, easements and agreements, hereinafter set forth, each of which is for the protection and benefit of said lots and for the benefit of all subsequent owners of said lots, and each of which shall inure to the benefit of and run with each of said lots.

PROVISIONS OF THIS DECLARATION

In accordance with the October, 1978 declaration of Developer, the lots described in Exhibit A hereof are hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants, restrictions, easements, agreements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

ARTICLE I

Section 1. Property Hereby Subjected to this Declaration.

(a) The lots which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration, are described on Exhibit A attached hereto and incorporated herein by reference.

(b) Only the real estate described in subparagraph (a) of this Section is hereby made subject to this Declaration. No other real estate, including specifically, but not by way of limitation, the following real estate, is hereby made subject to this Declaration:

- (i) any and all property shown on said plat being within the rights of way of streets or roads.
- (ii) that property, if any, being shown on said plat as a lake or pond or green belts.

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Section 2. Additions.

Lands other than that described on Exhibit A hereof may be made subject to this Declaration as follows:

(a) Additions by the Developer as a Matter of Right. Developer shall have the right (exercisable from time to time by filing for record a supplementary declaration or declarations of covenants and restrictions as described in subparagraph (b) of this Section) to subject to the scheme of this Declaration all or any part of the real estate owned by Fred A. Worley, James C. Wallace, Sr. and James C. Wallace, Jr., provided, however, that if the Developer elects not to subject additional real estate to the scheme of this Declaration, in improving and developing said additional real estate or the part not subjected to the scheme of this Declaration, the Developer shall not be obligated to impose covenants and restrictions on said real estate or the part not subjected to the scheme of this Declaration the same as or similar to the covenants and restrictions of this Declaration.

Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or any other encumbrance or restriction on said real estate or affect in any way the title to said real estate or any part thereof that may be subjected to this Declaration only by the filing of a supplementary declaration as described in subparagraph (b) of this Section.

(b) Supplementary Declarations. Additions authorized under subparagraph (a) of this Section shall be made by filing for record a supplementary declaration of covenants and restrictions with respect to the property to be subjected to the scheme of this Declaration, which supplementary declaration may extend the covenants and restrictions of this Declaration to such property and may subject the owners of such property to the covenants and restrictions contained therein. Such supplementary declaration may, however, contain such modifications of the covenants and restrictions of this Declaration and such other additional provisions as may be necessary to reflect the different character, if any, of such property. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants and restrictions hereby made applicable to that property described in Exhibit A hereof.

(c) Additional Owners to Become Members. Upon filing such supplementary declaration, the owner or owners of such property shall become members of the Association and such owners, and their successors in title, shall thereby acquire with respect to such property the rights and privileges granted herein to members of the Association.

ARTICLE II

Section 1. Membership in the Association.

The following persons, by virtue of owning property subject to this Declaration, shall be members of the Association: every person who is a record owner of a fee simple estate, a life estate, an estate pur autre vie, or a fee upon condition, in any lot, whether developed or undeveloped, which is subject by this Declaration or by any supplementary declaration as contemplated by Article I, Section 2, hereof, to assessment by the Association; and every person who is the record owner of an equity redemption in any such lot which, if such person were entitled to a reconveyance from the holder or holders of a deed or deeds to secure debt on such lot, would entitle such person to become the record owner of an estate in such lot of the character mentioned. Notwithstanding the foregoing, any person who holds any such interest in any such lot merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights.

The membership of the Association shall be divided into such classes, with such rights and characteristics as are described in the Association's Charter and any lawful amendments thereof, which Charter and

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amendments are and shall be for all purposes of this Declaration incorporated herein by reference as fully as if the provisions thereof were set out completely herein.

Section 3. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Board of Directors pursuant to authority granted in the Association's Charter, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings of the Membership.

All matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any of said meetings shall be given to said members, and the quorum required for the transaction of business at any of said meetings shall be as specified in the Charter and bylaws of the Association, as amended from time to time, and by law.

ARTICLE III

Section 1. Creation of Permanent Charge and Lien of Assessments; Personal Obligation of Owners; Remedies of Association.

(a) Each of the lots described in Article I, Section 1(a) hereof is hereby made subject to a lien and permanent charge in favor of the Association for annual assessments or charges, and special assessments of charges, and each lot hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such lot is made subject to this Declaration. Such annual and special assessments shall be fixed, established and collected as hereinafter provided. Any and all of said assessments and charges, together with interest thereon, if any, as hereinafter provided, shall constitute a permanent charge upon and a continuing lien on the lot to which such assessments relate, and such permanent charge and lien shall bind such lot in the hands of any and all persons.

(b) Each owner or part-owner of any lot which is or shall become subject to this Declaration, by acceptance of a deed or other conveyance, therefor, or by filing a supplementary declaration making such lot subject to this Declaration, whether or not it shall be so expressed in such document, whether or not such document shall be signed by such owner, and whether or not such owner shall otherwise consent in writing, shall be deemed to covenant, promise and agree to pay to the Association annual assessments or charges, and special assessments or charges, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided, with the result that any person or persons who is or are the owner or owners of any lot or lots subject to assessment by the Association at a time when any assessment comes due with respect to such lot or lots shall be personally obligated to pay such assessment, together with interest thereon, if any. The personal obligation of any such owner to pay any assessment which is due or delinquent, and interest thereon, if any, at a time when such owner transfers his lot to another shall not pass to his successor in title unless expressly assumed by such successor in title. If such successor in title assumes such owner's personal obligation, such owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated so to pay immediately preceding the transfer; and such owner and such successor in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owner and such successor in title creating the relation of principal and surety as between themselves

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or creating any relationship as between themselves other than one by virtue of which such owner and such successor in title would be jointly and severally liable to pay such amounts.

(c) Owner", within the meaning of this Section, shall mean the holder of an estate entitling such holder to membership in the Association, and shall include persons holding such an estate with other persons, in common or otherwise.

(d) The permanent charge, the lien and the personal obligation hereby created may be enforced by the Association in any appropriate proceeding in law or in equity.

Section 2. Annual Assessments.

For the year beginning January 1, 1979, and for every year thereafter, unless changed as provided in Section 3 of this Article, the annual assessment shall be Thirty-six Dollars (\$36.00) for each lot which is hereby made subject to assessment by the Association. The annual assessment to be levied with respect to each lot which is hereafter made subject to this Declaration shall, in each year, be the same as the annual assessment for each lot hereby made subject to assessment; provided, however, that lots hereafter made subject to assessment by the Association shall not be liable for any assessment for the year in which they are made subject to this Declaration, but shall be liable only for assessments levied for the year next beginning after the date on which such lots are subjected to this Declaration and for every year thereafter.

Section 3. Changes in Annual Assessments.

The method of calculating and the maximum amount of the annual assessment fixed by Section 2 of this Article may be changed prospectively, when authorized in accordance with the Association's Charter and bylaws, as amended from time to time. The annual assessment may be lowered at any time in the same manner. The method of calculating assessments to be levied against and with respect to property now or hereafter made subject to the scheme of this Declaration may be changed to take into account the value of said property, including improvements thereon, the number of persons residing therein, or any other factors which the members, in accordance with the provisions of the Association's Charter and bylaws as amended from time to time, may deem appropriate.

Section 4. Special Assessments.

In addition to the annual assessment authorized in Section 2 of this Article, each lot owner shall pay a one time charge of \$500 upon tapping onto the central water system. Further, the Association may levy in any assessment year a special assessment, when authorized in accordance with the Association's Charter and bylaws, as amended from time to time.

Section 5. Purpose of Assessments.

The annual and special assessments authorized herein may be levied, spent and used by the Association in order to further any corporate purpose as set forth in the Association's Charter as amended from time to time, or pursuant to the valid exercise of any corporate power as set forth in said Charter, as amended from time to time.

Section 6. Date of Commencement of Annual Assessments. Due Date; Delinquency Dates.

The annual assessment for the year beginning January 1, 1979, shall become due and payable on March 1, 1979. The due date of subsequent annual assessments shall be March 1 of such subsequent year unless changed by the Board of Directors as hereinafter provided. If any assessment is not paid on or before the

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thirtieth day after the due date, such assessment shall become delinquent and shall bear interest at the rate of eight per cent (8%) per annum from said due date.

Section 7. Duties of the Board of Directors.

The Board of Directors of the Association shall have such powers and duties as are prescribed in the Association's Charter and bylaws, as amended from time to time, and by law, which may include the following duties: to fix the due date of all annual assessments other than the annual assessment for 1979; to cause written notice of every assessment to be sent to the owner or owners subject thereto at least thirty (30) days prior to the due date thereof; and, upon demand at any time, to cause to be furnished to any person legitimately interested a statement in writing, signed by the president, the treasurer or other appropriate officer of the Association setting forth the amount of any unpaid assessment with respect to any property subject to assessment by the Association, or stating that all assessments with respect to the property which is the subject of the statement have been paid, as the case may be. As between the Association and any such person who in good faith relies on any such statement so furnished, such statement shall be conclusive evidence against the Association of all facts and figures therein stated to be true and accurate. Any existing or prospective mortgagee, as defined in Section 8 of this Article, or any property subject to assessment by the Association shall be a "person legitimately interested" within the meaning of this Section and shall thereby be entitled to such statement.

Section 8. Subordination of the Charge and Lien to Mortgages.

(a) The lien and permanent charge of all assessments and charges authorized herein (annual, special or otherwise) with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot, if, but only if, all assessments and charges with respect to such lot authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such property; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation, or relieve such property or the then owner of such property from liability for any assessments or charges authorized hereunder, coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Board of Directors of the Association may at any time, either before or after any mortgage or mortgages are placed on such property waive, relinquish or quit-claim in whole or in part the Association's right to assessment and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

(d) "Mortgage" and "Mortgages", as used in this Section, shall include deeds to secure debt, and any other security instrument by which the title to property is conveyed or encumbered to secure a debt.

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“Lien”, as used in this Section, shall include, where the context requires, the security title or interest of any holder of a mortgage, as defined in the preceding sentence. “Mortgagee” and “Mortgagees” shall include any holder or holders of a mortgage or mortgages, as defined in the first sentence of this subparagraph. Any existing or prospective mortgagee, as defined in the immediately preceding sentence, shall be entitled to the statement authorized by Section 7 of this Article.

Section 9. Exempt Property in Unit One.

Only the lots specified in Article I, Section 1(a) hereof, are hereby made subject to the assessments, charges and liens for annual or special assessments, and interest, heretofore created, and no other property shall be subject to payment of the assessments, charges and interest for annual or special assessments heretofore created unless hereafter made subject to assessment by a supplementary declaration in accordance with Article I, Section 2 hereof.

ARTICLE IV

Section 1. House Requirements and Lot Use Restrictions.

No building shall be located closer than twenty-five (25) feet to the front property line and no closer than fifteen (15) feet to the adjoining property line. No house or dwelling shall have less than 1200 square feet floor space in heated living area.

Section 2. General Requirements.

(a) Before any house may be occupied it must be completely finished on the exterior; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover.

(b) Containers for garbage or other refuse shall be underground or in screened sanitary enclosures and shall be maintained under sanitary conditions. Incinerators for garbage, trash, or other refuse shall not be used.

(c) Outside clothes lines will not be permitted.

(d) Only such signs as are hereinafter specified may be erected or maintained on any lot, including specifically, but without limiting the generality of the foregoing, any vendor, subcontractor or service supply sign. The following signs will be permitted on any lot: professionally lettered builder or realtor signs or signs of the owner, also professionally lettered, advertising his home and lot for sale or rent; provided, however, that such signs shall not be more than 18 x 24 inches in size and shall be securely, neatly, and otherwise properly fastened to a post; provided further, however, that no more than two such signs shall be placed on any one lot at the same time.

(e) No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period of houses.

(f) No short term home rentals less than ninety (90) days in duration shall be permitted. Maximum rental occupancy shall not exceed ten (10) persons per dwelling.

(g) No attic, shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

(h) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage, carport or other place where such condition is visible from any street.

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(i) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot longer than that length of time reasonably necessary for the construction in which same is to be used.

(j) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(k) No house, garage, carport, playhouse, outbuilding, fence, wall or any other above ground structure, or shrubs, flowers, or other vegetation which obstruct horizontal sight line at elevations between two and six feet above the street shall be erected, placed, planted or permitted to remain on any portion of any corner lot within any triangular area formed by the common boundaries of such lot and the right of way and a line connecting said common boundaries at points on each of said common boundaries thirty feet from the points of the intersection of said boundaries. In the case of any rounded lot corner, the thirty feet shall be measured from the point formed by the common boundaries as extended. The same sight line limitations shall apply to that area of every lot within a ten-foot radius emanating from the intersection of any boundary line of any lot with the edge of a driveway pavement. Trees may be planted and maintained within any of such areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(l) Except with the written permission of the Association, (1) no stable, poultry house or yard, rabbit hutch or other similar yard or structure shall be constructed or allowed to remain on any lot; and (2) no animal or bird except of a kind which is customarily kept as a domestic pet shall be kept in any house or on any lot and no more than two domestic pets may be kept in any house or on any lot.

(m) Noxious or offensive activities shall not be carried on upon any lot.

(n) No house or other structure shall be used for office or business purposes except that private home offices may be maintained and used so long as such use is incidental to the primary residential use of such house and is approved by the Association.

(o) Residents shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property made subject to this Declaration.

(p) No lot may be further subdivided.

(q) No townhomes, apartments and other multi-family dwellings, or any business or commercial building, shall be constructed on said Lots of Laurel Ridge Subdivision.

Section 3. Maintenance of Lots.

(a) The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

(b) Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Association may, after sixty (60) days notice to such owner, enter upon such lot and have the grass, weeds, and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants and trash removed therefrom.

(c) Such owner shall be personally liable to the Association for the cost of any cutting, clearing, maintenance or removal described in subparagraph (b) of the Section determined by the Association, to be necessary, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Association by any appropriate proceeding in law or in equity. All costs incurred by the Association on behalf of such owner shall be reasonable.

(d) Although notice given as hereinabove provided shall be sufficient to give the Association the right to enter upon such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

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Section 4. Zoning Regulations.

Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 5. Cross Easements.

There is reserved for the benefit of all Laurel Ridge lot owners and only Laurel Ridge lot owners an easement of fifteen (15) feet wide along the side and rear property lines of each lot for installation and maintenance of utilities including, but not limited to, electrical lines, T.V. cables, conduits, sewer lines, water lines, gas lines and surface water runoff ditches or drains. This easement includes the right to cut any tree, bush, shrub, to grade any soil or take such action as is reasonably necessary to safely and economically utilize this easement.

ARTICLE V

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration is recorded, except that the perpetual rights and easements created and preserved by Article IV hereof, shall, to the extent permitted by law, be and remain in effect perpetually whether the other covenants and restrictions expire or are extended and renewed. Said covenants and restrictions shall be renewed and extended beyond said twenty-year term for successive periods of ten (10) years each unless an agreement for termination or modification is signed by two-thirds of the subdivision property owners and is recorded in the office of the Clerk of the Superior Court of Rabun County, Georgia; provided, however, that each such agreement shall specify which such covenants and restrictions are terminated or modified. Notwithstanding the preceding sentence, upon obtaining agreement of two-thirds of the subdivision property owners for any modification or amendment of this Declaration, a sworn statement of the president, any vice president, or the secretary of the Association, which states unequivocally that agreement of the required two-thirds majority was lawfully obtained and that all required notices were properly given, may be substituted for the signatures of the subdivision property owners referenced in the preceding sentence. No such agreement to terminate or modify said covenants and restrictions shall be effective unless filed for record at least one hundred eight (180) days prior to the date of a renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided above.

Section 2. Enforcement.

Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of Developer, the Association or any lot

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owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 4. Captions.

The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

Section 5. Definitions.

Unless the context otherwise requires, whenever used in this Declaration:

- (a) "Person" shall include a corporation or other legal entity.
- (b) "Lot" shall mean any plot of land shown as a numbered parcel on the aforementioned plat of survey or on any other plat of survey hereafter recorded and also any other parcel of land which comprises a single dwelling site.
- (c) The masculine gender shall be construed to include a female or a corporation or other legal entity.
- (d) "Association" shall mean "Laurel Ridge Association, Inc."

ARTICLE VI

Section 1. Applicability of the Georgia Property Owners Association Act.

Laurel Ridge Association, Inc. submits to the application of the Georgia Property Owners Association Act ("GA POA Act") and shall be subject to and governed by the provisions of Georgia Public Law Title 44, Chapter 3, Article 6.

Section 2. Conformity to GA POA Act Article 6.

It is intended that the Declaration of covenants and restrictions of Laurel Ridge Association, Inc. conform to the requirements of the GA POA Act. If it is determined that any existing provision of this Declaration does not comply with the requirements of the GA POA Act in effect as of the date this Article VI becomes effective, the requirements of the GA POA Act shall apply to override such non-conforming provision of the Declaration.

IN WITNESS WHEREOF, Association has caused this Declaration to be executed by its duly authorized officer, and its corporate seal to be hereunto affixed, the day and year first above written. The undersigned officer states unequivocally that agreement of the required two-thirds majority was lawfully obtained and that all required notices were properly given.

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LAUREL RIDGE ASSOCIATION, INC.

Anni Adams
Witness

By: B. Douglas Coomer
Its: President Pres.

STATE OF Georgia)
COUNTY OF Rabun)

ACKNOWLEDGEMENT

The foregoing document was acknowledged before me by LAUREL RIDGE ASSOCIATION, INC., by B. Douglas Coomer, its President, this 30 day of November, 2015.

U. Clei C. Yul (SEAL)
Notary Public for the State of Georgia
My commission expires: _____



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EXHIBIT A**

All that tract or parcel of land lying and being in Land Lot 186 of the Fifth District, Rabun County, Georgia, and being Lots 1-26 Block A, Laurel Ridge Subdivision as shown on plats prepared by T. Lamar Edwards, recorded in Plat Book 13, Page 261, Plat Book, 13, Page 262, and Plat Book 13, Page 279, Records of Clerk Superior Court of Rabun County, Georgia.