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Dawson County

AFTER RECORDING, PLEASE RETURN TO:

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Cross Reference:

Deed Book 210

Page 297-308

STATE OF GEORGIA
COUNTY OF DAWSON

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR VALLEY BROOK SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by Valley Brook Homeowners Association, Inc. (hereinafter called "HOA").

WHEREAS, HOA desires to amend and restate the Declaration of Covenants, Conditions and Restrictions for Valley Brook Subdivision recorded in Deed Book 210, pages 297-308, Dawson County, Georgia deed records; and

WHEREAS, HOA desires to subject the real property described in Article II, Section 1 hereof, to the provisions of this declaration to create a residential community of single-family housing.

NOW THEREFORE, HOA hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred conveyed, used, occupied or mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

Article I **Definitions**

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth in Exhibit "A", attached hereto and by reference made a part hereof.

Article II **Property Subject To This Declaration**

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions 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 is the real property described in Exhibit "B", attached hereto and by reference made a part hereof.

Article III **Association Membership and Voting Rights**

Section 1. Membership.

Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Section 2. Voting Rights.

(a) Each Owner of a Lot or Lots, shall be entitled to one vote per Lot owned. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument

duly executed by or on behalf of such group or entity and delivered to the secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. Should any Owner be over thirty (30) days delinquent in the payment of any assessment levied by the Board pursuant to this Declaration, the voting rights of such Owner shall be suspended until payment in full of any such assessment, plus any late charges, accumulated interest, and reasonable attorney's fees actually incurred.

Article IV **Assessments**

Section 1. Purpose of Assessment. The assessment provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may imposed in accordance with the terms of this Declaration. All such assessments together with late charges, interest not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of the Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors, which may include without limitation acceleration

upon ten (10) days written notice of the annual assessment for delinquents. Unless otherwise provided by the board, the assessment shall be paid in annual installments.

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not contain constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the board has not previously exercised its authority under this Section.

Section 3. Computation. It shall be the duty of the board to prepare a budget covering the cost of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall determine the assessment to be levied against each Lot for the following year and shall cause such assessment to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The assessment shall become effective unless disapproved at the meeting by a Majority of the Owners. In the event the membership disapproves the proposed assessment as provided for herein, or the Board fails for any reason so to determine the assessment of the succeeding year, then and until such time as an assessment shall have been determined as provided herein the assessment in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the land records of Dawson County, Georgia, shall be deemed to consent that such liens or encumbrances shall be inferior to future liens or encumbrances, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or

encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessments delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within thirty (30) days following the due date. If the assessment is not paid within sixty (60) days, a lien, as herein provided shall attach, and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts permitted or provided by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association 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. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for, herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by any reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Article V

Maintenance

Section 1. Association's responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property.

Section 2. Owner's responsibility. All maintenance of the Lot and all structures, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of the items for which he is responsible hereunder; or (b) that the need for the maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement, or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that the maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Article VI **Use Restrictions and Rules**

Section 1. General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other

necessary traffic and parking regulations and to restrict the maximum noise levels of such vehicles in the Community. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by the vote of Owners holding a majority of the total votes of the Association.

Section 2. Use of Lots. All Lots shall be use for single-family residential purposes exclusively. No business or business activity shall be carried on upon any Lot at any time except with the prior written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 3. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein: 1) A standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent. 2) Signs advertising "Garage Sales" or "Yard Sales", shall not remain up for more than 48 hours. 3) Political signs may be posted for 2 weeks prior to an election and must be removed within 48 hours after Election Day. 4) Graduation and other celebratory signs may be posted for two weeks. Signs are limited to one sign per Lot and must be no greater than 18" x 24" in size. Signs are not permitted to be attached to street signs. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 4. Vehicles. Vehicles shall not be parked on any subdivision street. Vehicles shall not be parked on any portion of a Lot other than the driveway and garage. Except for automobiles and passenger trucks, vehicles shall not be parked so as to be visible from any Lot for more than twenty-four (24) continuous hours. The term vehicles, as used herein, shall include, without limitation, motor-homes, boats, trailers, motorcycles, scooters, trucks, campers, buses and automobiles. Vehicles that are not drivable may not stay in the driveways of the residences. No ATV's, dirt bikes, or four wheelers may be operated on the Lots in the subdivision or on the subdivision streets.

Section 5. Leasing. Lots may be leased for residential purposes only.

Section 6. Occupants Bound. All provisions of this declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets, with a maximum of seven such pets per Lot; provided, however, that those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots may be referred to the animal control center. All household pets shall be maintained in such a manner that their behavior, including but not limited to, noise or odor are not offensive to reasonable standards. No pets shall be kept, bred, or maintained on any Lot for commercial purposes. Dogs which are household pets shall at all times, whenever they are outside the Owner's Lot, be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no such pet that has caused damage or injury may be walked in the Community.

Section 8. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be 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 Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to that Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activity is or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, which will result in unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, alteration, addition, or structure of any nature whatsoever (including, without limitation, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, including the construction of new homes on undeveloped Lots, except as is approved in accordance with this section or is otherwise expressly permitted herein. All new homes to be constructed on Lots which are undeveloped as of the date of filing this Declaration shall be a minimum of at least fifteen hundred (1500) square feet of

heated and cooled living area, exclusive of garages, carports, porches, terraces, bulk storage and basements (even if finished). All dwellings must have a minimum of 950 square feet on the first floor. All dwellings must have a minimum 19 feet by 20 feet garage with garage doors which must remain closed under normal circumstances. No exterior construction, additions, alteration, shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location shall have been submitted in writing to and approved by the Board or its designee. The Board or its designee may promulgate written guidelines for the exercise of this review. With the respect to each Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. No window air-conditioning is permitted. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading. In-ground swimming pools shall be surrounded by approved decorative fence. Above-ground pools shall not be visible from the ground of adjacent and surround properties.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its designee or the representative thereof shall have the right, during reasonable hours, to enter upon any Lot to inspect any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed liable for trespass by reason of such entry. In the event the Board or its designee fails to approve or to disapprove such design and location within 60 days after the plans and specifications have been submitted to it, approval will not be required, and compliance with this section shall be deemed.

Section 11. Antennas. No exterior antennas of any kind, except television satellite dishes, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without prior written consent of the Board or its designee. In view of the ever changing technology and individual preference, such approval by the Board shall not be unreasonably withheld.

Section 12. Yards. All of the yard which is visible from any street must be planted with grass or have other suitable ground cover. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. No hammocks, statuary, or recreational equipment may be placed, erected, allowed or maintained upon the front or side of

any Lot without the prior written consent of the Board or its designee. All children's toys, wading pools, swings and slides shall be confined to the rear yard. This provision shall not however apply to basketball goals. Basketball goals may be installed after the type and location has been previously approved in writing by the Board or its designee.

Section 13. Tree Removal. No trees greater than eight (8) inches in diameter, measured from a point two feet above ground level, that are left on the Lot at the time of closing shall be removed without the express consent of the Board or its designee, except for (a) diseased, or dead trees; and (b) trees needing to be removed to promote the growth of other trees.

Section 14. Lighting. Notwithstanding article VI, Section 10 above, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: seasonal decorative lights during the Christmas season. Plans for all other exterior lighting must be submitted and approved in accordance with article VI, Section 10. Only decorative post lights in conformity with established street lighting shall be approved.

Section 15. Drainage. Catch basins and drainage areas are for the purpose of the natural flow of water only and no obstructions or debris shall be placed in these areas. No Owner of any Lot may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers, or storm drains are located.

Section 16. Sight Distance at Intersections. All lots at intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a Lot where this would create a traffic or sight problem.

Section 17. Clotheslines, Garbage Cans, Wood Piles, Etc. All clotheslines, garbage cans, wood piles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No Lot shall be used as a dumping ground for rubbish, trash or garbage. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open one day in advance of the day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its

discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 18. Subdivision of Lots. No Lots shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee.

Section 19. Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without prior written consent of the Board or its designee.

Section 20. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without prior written consent of the Board or its designee. The Board or its designee may grant variances for fencing, however, these variances do not constitute approval of future requests for variances. Fences shall be constructed of wood, vinyl, or wrought iron. No hog wire fence shall be permitted. Vinyl clad chain link fence is acceptable. No fence, including ornamental, shall be greater than 6 feet nor less than 3 1/2 feet in height, and shall have a stained or painted finish which conforms to subdivision colors. No fence shall be installed forward of the rear corner of the home. Corner Lots are considered to have two front yards, therefore, front yard rules apply to the yards adjacent to both streets.

Section 21. Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color approved by the Board or its designee in writing. However, if the same color or colors are used as were used when the improvement was originally constructed, Board approval is not required.

Section 22. Outbuildings. No outbuilding larger than 12' x 12' with a 7' wall height will be allowed. All exterior materials and colors must be approved by the Board or its designee. Outbuildings shall be placed in the rear yard in the least conspicuous location viewed from the street and so as not to impede views from adjoining lots. All items of storage must be inside the building.

Article VII

Insurance and Casualty Losses

Section 1. Insurance. If available at a reasonable cost as determined in its sole discretion, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at a reasonable cost, the Board in its sole discretion may also obtain Officers' and Directors' liability insurance.

Premiums for all insurance shall be common expenses of the Association and all policies may contain a reasonable deductible.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustees, for the respective benefited parties, as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) All insurance policies hereunder shall be reviewed annually by the Board of Directors who shall make every reasonable effort to secure policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests.

(ii) that no policy may be canceled, subjected to nonrenewal, invalidated, or suspended on account of any one or more individual Owners, or on account of any defect or the conduct of any Director, Officer or employee of the Association or its duly authorized manager

without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which the cure may be effected by the Association, its manager, or any Owner or Mortgagee;

(iii) That any "other insurance" clause in any policy exclude Owner's policies from consideration; and

(iv) that no policy may be canceled, subjected to nonrenewal, or substantially modified without at least ten (10) days prior written notice to the Association.

Article VIII

Condemnation

Whenever all or part of the Common Property shall be taken or conveyed in lieu of and under threat of condemnation by the board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking (if any), by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners.

Article IX

General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the By-Laws, 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 his or her a Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or any Owner to enforce any of the foregoing shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Self Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot to update or remove, using such force as may be reasonably necessary, any structure, thing, or condition

which violates this Declaration, By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law; provided however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by at least a majority of the Association vote present in person or by proxy, at a meeting duly called for such purpose. Such meeting must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and admitted as provided in this section.

Section 4. Amendments. Amendments to this declaration by the Association, other than those authorized above shall be proposed and adopted in the following manner:

(i) notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(ii) at such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association; such amendment must be approved by members holding at least two thirds of the total votes in the Association.

(iii) the agreement of the required percentage of the Owners, and where required, any Mortgagee, to any amendment of this declaration shall be evidenced by their execution of such amendment or in the alternative the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required

parties was lawfully obtained. Any such amendment of this declaration shall become effective only once recorded or at such a later date as may be specified in the amendment itself.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration 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 7. Captions. Captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws, and any rule, regulation or use restriction promulgated pursuant thereto if it determines that a waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, and then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Indemnification. In accordance with section 14-3-110 of the Georgia Nonprofit Corporation Code, and to the full extent allowed in section 14-2-156 of the Georgia Business Corporation Code, and in accordance with the provisions contained therein, the Association shall indemnify every person who was or is a party or who is threatened to be made party to any threatened, pending, or completed action, suit, or proceeding, whether

civil, criminal, administrative, or investigative; (other than an action by or in the right of the Association), by reason of the fact that such person is or was serving as a Director or Officer of the Association against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized as provided in section 14-2-156 of the Georgia Business Corporation Code in a specific case upon a determination that indemnification of the person is proper under the circumstances.

Section 11. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.


Section 12. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

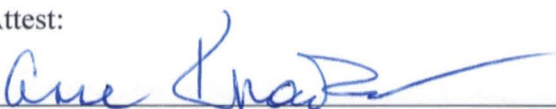
Article X
Interpretation of Conflicts

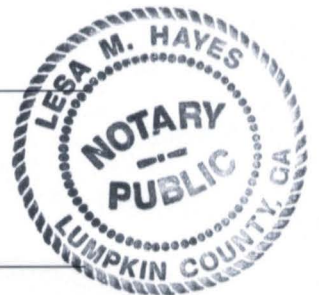
Any and all items in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VALLEY BROOK SUBDIVISION shall control over the Covenants found to be in conflict with any item in the original DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VALLEY BROOK SUBDIVISION recorded in Deed Book 210, Pages 297-308, Dawson County, Georgia Records.

IN WITNESS WHEREOF, the Association, acting through its duly authorized Officers, has caused this Declaration to be executed and sealed as of this 30 day of DECEMBER, 2015.

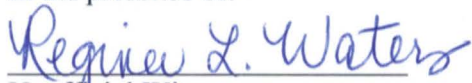
VALLEY BROOK HOMEOWNER'S ASSOCIATION, INC.


By: President

Attest:

Secretary



Signed, sealed and delivered
In the presence of:


Unofficial Witness


Notary Public

exp: 4-7-18

EXHIBIT "A"

DEFINITIONS

The following words, when used in this Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to Valley Brook Homeowners Association, Inc., a nonprofit Georgia corporation, its successors and assigns.
- (b) "By-Laws" shall refer to the By-Laws of Valley Brook Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.
- (c) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter-owned by the Association for the common use and enjoyment of the Owners.
- (d) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto; and (ii) such additions thereto as may be made by the Association (as provided in the Declaration) of other real property.
- (e) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the board of directors of the Association. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.
- (f) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- (g) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the

construction or improvements, a single dwelling site as shown on the plat for the Community, or amendments thereto, recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(h) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(i) "Mortgage" means any mortgage; deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(j) "Mortgagee" shall mean the holder of a mortgage.

(k) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

EXHIBIT "B"

DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN Lane Lot 287 of the South Half of the 13th District and 1st Section of Dawson County, Georgia, shown on a Subdivision Plat for Valley Brook, recorded at Plat Book 35, Page 153, in the office of the Clerk of the Superior Court of Dawson County, Georgia, which plat is incorporated herein by reference for a more complete description of this property.