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BOOK 1397 PAGE 1-21  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

After recording return to:  
Martin W. Welch  
603 Helen Hwy Suite A  
Cleveland, GA 30528

#### RESTATEMENT OF RESTRICTIVE COVENANTS

Grantor: Brookside Campground Owners Association, Inc.

Grantee: Brookside Campground Owners Association, Inc.

This page attached hereto and made apart of the following document to provide required three-inch margin for recording information.

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1993 HomeSteader 40 ft  
Park model w/2 Tip-out

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AFTER RECORDING PLEASE RETURN TO: Martin W. Welch  
603 Helen Hwy  
Cleveland, Ga. 30528

## RESTATEMENT OF RESTRICTIVE COVENANTS

This Restatement of Covenants, Conditions, and Restrictions is made for Brookside Campground Owners Association, Inc., herein after referred to as the; "Association" for the purpose of codifying in one document all of the existing original covenants and restrictions and amendments thereto. The original Declarant having conveyed all their interest in and to the property covered by these covenants all references to the Declarant, class B and class C members has been removed.

### WITNESSETH

The property covered by these covenants is described in Exhibit A attached to the original Declaration of Covenants recorded in Deed Book 39 at page 94, the Amendment Exhibit A recorded in Deed Book 239 at page 92-93. The described property, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the property here subject to these Covenants and these Covenants shall run with the real property described herein above and shall be binding on all parties having any rights, title, or interest in said real property, their heirs, successors, successors in title, and assigns, shall inure to the benefit of each owner.

### Article I Definitions

**Section 1. "Association"** shall mean and refer to the Brookside Campground Property Owners Association, Inc. a Georgia non-profit corporation, its successors and assigns.

**Section 2. "Board of Directors" or "Board"** shall be the elected body of the Association having its normal meaning under the Georgia Non Profit Corporation Act and the Georgia Property Owners Association Act and Law.

**Section 3. "Common Area"** shall mean all real and personal property now or hereinafter owned by the Association for the common use and enjoyment of the owners.

**Section 4. "Common Expenses"** shall mean and include the actual and estimated expenses of operating the Association and the Brookside Campground community, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and proper by the Board pursuant to this Covenants, the By-Laws, and the Articles of Incorporation.

**Section 5. "Lot"** shall mean a platted portion of the Properties, other than the Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed with the original Declaration and Amendments thereto stated above. The term "Lot" shall not include an individual time share or fragmented ownership interest of an accommodation, and not any ownership interest therein existing.

**Section 6. "Member"** shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

**Section 7. "Mortgage"** shall include a Deed to Secure Debt, Deed of Trust, as well as a Mortgage, and a "first mortgage" is a first priority Deed to Secure Debt, Deed of Trust or Mortgage.

**Section 8. "Mortgagee"** shall include a beneficiary or holder of a Deed to Secure Debt, Deed of Trust, as well as a Mortgage. A "first mortgage" is the holder of a first priority to Deed to Secure Debt, Deed of Trust or Mortgage on a residential unit.

**Section 9. "Mortgagor"** shall include any grantor of a Deed to Secure Debt, Deed of Trust as well as any mortgage.

**Section 10. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation..

**Section 11. "Person"** means a natural person, a corporation, a partnership, trustee, or other legal entity.

**Section 12. "Properties"** shall mean and refer to the real property described in the original Declaration and Amendments referred to herein above. Or which is acquired by the Association.

**Section 13. "Camping Unit"** shall mean any portion of the Properties intended for use and occupancy as a camping accommodation by a single household.

**Section 14. "Recreational Vehicle"** shall mean any of the following: pick-up campers, (devices commercially built to fit into the bed of a truck, together with the truck itself, (commonly used for camping); modern travel trailers; motor homes; and other similar types or camping trailers and equipment that are mobile, all excluding, however, mobile homes, any trailers designed as permanent living quarters, homemade vehicles and converted buses. Older small house trailers manufactured without holding tanks and 12 volt electric systems are not to be considered recreational vehicles.

## **Article II** **Property Rights**

**Section 1. General.** Every Owner shall have a right and easement of enjoyment in and to the Common Area subject at any restriction, limitation, or provisions contained in this Declaration. Such right and easement may be exercised by the Owner as the case may be, and the members of such Owner's family and his or her guest, licensees and invitees, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot if so created, subject to the following reservations, rights, and provisions:

- (a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as may be made a part of the Properties against said Owner's Lot or property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed (30 days);
- (b) the right of the Association to dedicate, transfer, or grant permits, licenses, or easements in and to the Common area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the Brookside Community, all as benefit the Additional Properties or any portions thereof;

- (c) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, (2) acquiring additional Common Area, or (3) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of any Owner, any other person, or the holder of any mortgage or deed of trust irrespective of when executed, given by any Owner encumbering any Lot, Camping Units, or other property located within Brookside Campground.
- (d) the easement right of the Association and its successors and assigns to enter and travel upon, over and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance the marketing of property, Lots, or Camping Units located or to be located on the Properties or Additional Property;
- (e) the reserved easement and right in the Association, invitees and guests of the Association, and the then current members of the Brookside Campground, present and future, to enter and travel upon, over, and across the Common area for the purpose of accommodating the use of the Brookside Campground facilities by such persons, and
- (f) the reserved easement and right in Association, and assigns of the Association who may own all or any portion of the Property that may possibly be annexed to this Declaration to use and enjoy the Common Area, such right and easement being in gross to the Association but assignable (by Association) to any and all of those owners of all or any portion of property as might be annexed to this Declaration.

**Section 2. Owner's Right to Ingress, Egress, Use and Support.** Every owner (and their business invitees), shall have the right of ingress and egress over, upon and across the Common Area necessary for access to his or her Lot or Camping Unit and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Residential Unit.

**Section 3.** (Eliminated by second amendment 7/11/90)

**Section 4. Use of Common Area.** Other than for the right of ingress and egress and the normal intended use as interpreted by the Board, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Association's Board of Directors or as may be expressly permitted in the Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by the Builder/Owner in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

**Section 5. Acknowledgment of Rights of Use.** Each Owner and each member of the Association, by acceptance of a deed or contract for deed to any Lot or Camping Unit in Brookside Campground, is deemed to accept the reservation, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

**Section 6. Rules and Regulations.** The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use easements, permits, privileges, or licenses existing in the Association the members of the Brookside Campground, or invitees or guests of members. Furthermore, no rule or regulation shall affect or treat the members of the Brookside Campground or invitees of members in a manner differently than the Association's rules may affect or treat its Class "A" members. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners and users, their families, guests, invitees, and agents, until and such regulation, rule, or requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its rules, and monetary fines may be collected by lien and foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

**Section 7. No Partition.** Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**Section 8. Easements for Utilities. Etc.** There is hereby reserved to the Association, the power to grant blanket easements upon, across, over, and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones gas, cable television, and electricity; provided this easement shall not authorize entry into or physical damage to any structure as might exist unless owned by the Association, if the Association is so acting. In addition, the Association reserves the easements and rights-of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone lines, gas, sewers lines, or any other utility the Association determines to install in, across, and/or under the Properties; provided, however, Association reserves the right to relocate, make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

### **Article III**

#### **Association Membership and Voting Rights**

**Section 1. Membership.** Subject to Section 2 of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall 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.

**Section 2. Multiple Owners.** No Owner, whether one or more persons, shall have more than one (1) membership per Lot owner; provided, however, multiple use rights for multiple owners shall exist subject, however, to the right of the Board of Directors to regulate and limit use by multiple Owners. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's

spouse.

**Section 3. Voting.** The Association shall have one (1) classes or membership, Class "A".

- (a) class "A" Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot the vote for such Lot shall be exercised as those Owners themselves determine and advise 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.

#### **Article IV**

#### **Association Powers and Responsibilities**

##### **In General**

**Section 1. Common Area.** The Association, subject to the rights of the Owners set exclusive management and control of the Common Area and all improvements thereon and shall keep it in good clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and condition hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or contemplated,

**Section 2. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may, but shall not be required to arrange, as an Association expense, with others to furnish trash collection, security, cable television, and other common services to each Lot or Residential Unit within Brookside Campground.

**Section 3. Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

**Section 4. Power to Contract.** The Association may, acting through its Board of Directors, contract with any other residential or commercial association, parcel, or neighborhood within or adjacent to Brookside Campground to provide services and/or perform services on behalf of such other association, parcel or neighborhood.

**Section 5. Enforcement of Restrictions.** The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

**Section 6. Power to Assess.** The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

**Section 7. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles or Incorporation and every other right, or privilege

reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

### **Maintenance.**

**Section 1. Association and Responsibility.** The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

**Section 2. Owners Responsibility.** Subject to Article X hereof, the maintenance responsibility of an Owner shall be as follows:

- (a) all maintenance of Lots or Camping Units, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the owner of each lot or camping unit.
- (b) if the Board of Directors of the Association determines that (i) any Owner has failed or refuses to discharge properly his or her obligations with regard the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for 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, guest, licenses, or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to pay such amount claimed; or, in the event such maintenance or repair is to the owner's Camping Unit, Lot complete said maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) 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 such person's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot of such party.

### **C. Insurance and Casualty or Liability Losses.**

**Section 1. Insurance.** The Association's Board of Directors or its duly authorized agent shall have the authority, but shall not be required, to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief this insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage per destruction from any such hazard. The Board may, but shall not be required to, obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, member, and agents. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the common expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the

Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

All policies on the Common Area shall be for the benefit of the Owners and their mortgagees, as their interest may appear.

- (a) exclusive authority to adjust losses under policies in force on any portion of the Properties, including the Common Area, 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.
- (b) in no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

**Section 2. Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

- (a) if the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or in the event no repair or reconstruction is made after making such settlements is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.
- (b) if it is determined, as provided for in Section 12 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.

**Section 3. Damage and Destruction.**

- (a) immediately after the damage or destruction by fire or other casualty to all or any part of the properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repairs or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.
- (b) any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association and the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination whether the damage or destruction shall be repaired or reconstructed.



- (c) in the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored in its natural state and maintained as an undeveloped portion of the Property by its respective owner or owners in a neat and attractive condition.

**Section 4. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owner ultimately responsible for the payment of the policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

**Section 5. Lot Owner's Responsibility.** By virtue of taking title to a Lot each Owner of a Lot covenants and agrees with all other Owners and with the Association to carry all risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any structure located on a Lot he or she shall proceed promptly in repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Camping Unit structure is totally destroyed or rendered uninhabitable or unusable and the owner thereof determines not to rebuild or reconstruct, then that owner shall clear that Lot or all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The obligation of a Lot Owner whose Lot owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an association of owners on his behalf.

#### **Article V** **Condemnation**

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Association and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are not funds remaining after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

**Article VI**  
**Annexation of Additional Property**

**Section 1. Annexation With Approval of Class "A" Membership.** Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members present or represented by proxy at a meeting duly called for such purpose, and the Association may annex real property. Any such supplementary amendment shall be signed by the President and shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

**Article VII**  
**Assessments**

**Section 1. Creation of General Assessment.** There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors. General Assessments shall be levied against all Lots subject to this Declaration and shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Properties as a whole, including, but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges.

**Section 2. Creation of Parcel Assessment.** There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots within particular Parcels of the Properties for whose benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a restrictive Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one Parcel do not need to be equal to Parcel Assessments established in another Parcel.

**Section 3. Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

- (a) annual assessments or charges, including General and Parcel Assessments;
- (b) special assessments, such assessments to be established and collected as hereinafter provided;  
and
- (c) specific assessments against any particular Lot or Residential Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article II, Section 7, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment came due, 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, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents; the assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors.

#### **Section 4. Computation of General and Parcel Assessments.**

- (a) the current annual general assessment is FOUR HUNDRED ONE DOLLARS AND SIXTY EIGHT CENTS (\$401.68).
- (b) it shall be the duty of the Board at least forty-five (45) days prior to the commencement of a fiscal year to prepare a budget covering the estimated costs of operating the Association and the Properties during the coming year. The budget shall separately list General and Parcel Assessments, if any. The Board shall cause a copy of the budget and the assessments to be levied thereby to be available to all members at a central location on the Properties at least twenty (20) days prior to the meeting. The budget and assessment established thereby shall become effective unless objected to in writing executed by at least a majority of the total Association eligible vote and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need be, the budget and assessments in effect for the current year shall continue for the succeeding year.
- (c) despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed an increase greater than ten percent (10%) over that assessment charged for the preceding year.

**Section 5. Special Assessments.** In addition to the assessments authorized elsewhere herein, the Association may levy a special Assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote.

**Section 6. Effect of Nonpayment of Assessments:** Additional Maintenance Fee. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten (\$10.00) Dollars or ten (10%) percent of the initial assessment amount owed, whichever is greater; provided, if the Board does not determine a late fee the late fee shall be the maximum amount hereby authorized.

### **Article VIII** **Mortgagees' Rights**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Brookside Campground. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of Brookside Campground Property Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders", as hereinafter defined.

**Section 1. Payment of Taxes.** First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

**Section 2. No Priority.** No provisions of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation award for losses to or a taking of Common Area.

**Section 3. Notice of Default.** Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Camping Unit in which such mortgagee has an interest or any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within 60 days.

## **Article IX** **General Provisions**

**Section 1. Coverage and Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the properties for a term of twenty (20) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restriction shall automatically extended for successive periods of ten (10) years each, unless within sixty (60) days before the commencement of any such ten (10) year period, these covenants are extinguished by a written instrument. Executed by the members holding at least seventy-five (75%) percent of the Class "A" votes and such instrument is recorded.

**Section 2. Amendment.** This Declaration may be amended only by the affirmative vote (in Person or by proxy) or written consent of member representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments. Any amendment must be recorded among the Official Record of White County, Georgia. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration needs to be amended to conform to guidelines established by an institutional lender who holds a loan secured by property subjected to these Declaration, the board, without need of a membership vote, may make and adopt such amendments.

**Section 3. Variances and Waiver of Restrictions.** The Board may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

**Section 4. Merger and Subdivision of Lots.** There shall be no merger or subdivision of lots.

**Section 5. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 6. Incorporation by Reference.** All dedications, limitations, restrictions, and reservation shown on

any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of the Board and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

**Article X**  
**Use Restrictions**

**Section 1. Annoyance or Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood, or which interferes with the reasonable quiet enjoyment of other Lot owner's use of their respective lots, or which shall increase the rate of insurance. The display or shooting of firearms, BB or pellet guns, bows and arrow, blowguns and fireworks is prohibited, except that controlled fireworks displays not in violation of any laws and approved by the Board shall be allowed. No grease, cooking oils or animal fats may be poured upon the grounds of any lot or into the septic system or into the creek.

**Section 2. Recreational Vehicle Use and Related Structures Only (RESIDENTIAL USE FORBIDDEN).**

- (a) subject to the Associations' reserved rights herein, all lots shall be recreational vehicle lots and shall be used for no purpose other than recreational vehicle (camping) purposes. The construction of permanent residential structures is expressly prohibited. All other permanent structures are prohibited except as provided for herein. No mobile homes or recreational vehicles shall be used on any lot at any time as a residence, either temporarily or permanently.
- (b) only recreational vehicles meeting the following criteria shall be allowed on the lots:
1. No unit shall exceed 96 inches in width and 40 feet in length including tongue or hitch.
  2. If any unit has slide-out, or tip-out room, the width of the unit with room extended shall not exceed 142 inches.
  3. All units must have two holding tanks; one grey water tank, the other a black water tank, with knife valves to open and close to control the fluids.
  4. All units must have an RVIA seal.
  5. All units must have marine flush type toilets (approximately one pint of water per flushing).
  6. No unit shall have a shingled or pitched roof.
  7. All units must be set up on the lot as to be moved in a reasonable time frame (axles, wheels, tires, etc., must be left affixed).
  8. No entrance service may be larger than 50 amp, 110 volt, 60 Hertz.
  9. No unit may have a central air conditioner that is pad mounted. All air conditioners must be recreational vehicle type and roof mounted.
  10. No LP bottle can be larger than 40 pounds and no more than two per unit.

11. Square footage cannot exceed 399 square feet.
12. All units must have a current license tag.
13. Outside skin to be standard RVIA aluminum or fiberglass sheets applied horizontally with the traditionally accepted pattern of MESA, MESA DELUX OR yoder configuration.
14. Pitched roof Park Models shall be allowed provided that said unit shall have affixed thereto an ANSIA 119.5 RVIA manufacturer's seal, and of substantially similar material and design of those plans on file with the Brookside Property Owner's Association.

**Section 3. Signs and Billboards.** No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors, except for Builder/Owners, who may place on each Lot owned by such Builder/Owners during the construction and sales period of improvements signs as approved by the Board of Directors. Notwithstanding said prohibition, lot owners may have one sign per lot, giving the name of the lot owner, the name of the lot, or other similar information, or a sign prohibiting trespassing, said sign not to exceed 300 square inches in size; lot owners may further display one for sale sign on their lot, said sign to be of a style and design customarily used by real estate brokers in connection with the sale of property.

**Section 4. Oil and Mining Operations.** No oil drilling or development operation, soil refining, quarrying, or mining operations or any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

**Section 5. Storage and Disposal of Garbage and Refuse.** Subject to the Associations' reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

**Section 6. Unlicensed Motor Vehicles.** No motorbikes, motorcycles, motor scooters, all terrain vehicles or other vehicles of that type shall be operated on the Properties, except that such vehicles which are licensed and equipped with a noise restricting muffler may be used for ingress and egress from public roads to the individual's lot. Bicycles operated after dark shall be used with a light and shall be equipped with a rear reflector.

**Section 7. Pets.** No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Board, they must be removed from the Properties. No pets are to run at-large.

**Section 8. Drainage.** Natural drainage of streets, Lots, or roadway ditches will not be impaired by any person. Driveway culverts will be of sufficient size afford proper drainage of ditches without backing water up into a ditch or diverting flow. The Board may remove any culvert that obstructs the flow of water through the street ditches.

**Section 9. Limitation on Number of Recreational Vehicles Units.** No more than one recreational vehicles will be permitted on any Lot.

**Section 10. Exterior Maintenance.** All recreational vehicles which are maintained on any lot must be in good condition, and painted and maintained on the exterior.

**Section 11. Outside Installations.** No hedges shall be permitted in excess of forth-eight (48) inches in height. No outdoor clothes poles, clothes lines, mailboxes, nor radio and/or television antennas shall be permitted on any Lot except that radio and/or television antennas designed for recreational vehicle use are permitted.

**Section 12. Storage Buildings Permitted.** Notwithstanding any other provision hereof it is expressly provided that each lot may have constructed thereon one (1) storage unit not to exceed 8 feet by 10 feet with wood frame construction and roof with sawn shingles or hewn split shakes or brown cedar tone architectural shingles approved by the Board of Directors. Such building must not be multiple stories and must not exceed 14 feet in height at the highest point except as may be necessitated on one end by the terrain. Further, such building must be completed within 30 days of commencement of construction.

**Section 13. Storage Rules.** There shall be no loose storage under the recreational vehicle; only pressure treated wood lattice, white plastic lattice, or vinyl vertical grooved skirting may be used for skirting recreational vehicles. No moveable personal property shall be permitted to remain on any such lot when the site is not in use except for the following items: (a) tables, chairs, benches, portable barbeque, lawnmowers and other like portable personal property; (b) a cloth or non-rusting metal (e.g. aluminum) awning which is attached to the recreational vehicle while in use, provided, however, that no sides may be attached to the awning; and (c) collapsible recreational vehicle screen rooms manufactured specifically to attach to awnings and be collapsed and stored when the awning is in the up position or the recreational vehicle is moved, are acceptable when maintained in good condition and adjusted to eliminate sloppiness and drooping; only one such screen room is permitted per recreational vehicle.

**Section 14. Outside Toilets Prohibited.** No outside toilet, outhouse, individual sewerage or waste disposal system, whether of a permanent or temporary nature, shall be permitted on any lot, except home type flush toilets installed within the permitted 8 foot x 10 foot storage building connected to the campground septic system is permissible, unless prohibited by county ordinance or state law.

**Section 15. Individual Wells Prohibited.** No individual well shall be permitted on any lot.

**Section 16. Carports Prohibited.** No "carports" or similar structures shall be constructed or maintained on any lot.

**Section 17. Restrictions on Dangerous Activities.** (a) No burning of wood, leaves, trash, garbage, or other refuse shall be permitted without a "burning permit" secured from the Association. (b) No open fire of any kind shall be permitted on any campsite except within the confines of a masonry fireplace or approved design, a barbeque pit of approved design, a clear space of ground encircled with large stones and in an approved manner, a metal cooking device of approved design and all such fires must be attended at all times and thoroughly extinguished upon completion of use. Only charcoal or untreated wood may be used in campfires. Campfires shall not be allowed to smolder or smoke excessively. All campfires must be extinguished by midnight. (c) No hunting or shooting of firearms, bows and arrows, blowguns, B-B guns, pellet guns or the like is permitted within the property boundaries. (d) No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the property boundary, and, noise limitations, as established from time to time, throughout the property.

**Section 18. No Camping on Common Property.** No camping shall be permitted in any area designated as common property, streets, or service driveways.

**Section 19. Parking.** No vehicle shall be parked on or along any street or service driveway or common property, except as such areas may be, from time to time, so designated for parking. No commercial trucks shall be parked for storage at any time on any lot except during deliveries, or servicing, with the exception of trucks designed and equipped for camping uses.

**Section 20. Governmental Regulations.** All governmental building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between the provision of any such governmental code, regulation or restriction and any provision of the Declaration, the more restrictive provision shall apply.

**Section 21. Entry by Law Enforcement Officials.** Law Enforcement Officers of the White County Sheriff's Department shall have the right to enter upon and to patrol the private streets within the property and to enforce thereon all applicable county ordinances; the Georgia Motor Vehicle Code; and Provisions of the Georgia Criminal Code; however, said Law Enforcement Officials shall not have the duty to enforce such ordinances and laws and shall do so at its sole option and at such times and on such occasions as it deems necessary.

**Section 22. Digging.** Before digging or driving an object in the ground on a lot, the owner shall take whatever steps necessary to determine that the contemplated action will not rupture or interfere with any underground cables or pipes. Should an owner violate this section and injure any underground cable or pipe, said owner shall pay for any required repairs.

**Section 23. Decks.** All decks must be constructed of either pressure treated lumber or redwood lumber and construction must be completed with 30 days from commencement of construction.

**Section 24. Screened Porches.** Any and all screened porches must be of substantially similar material and design of those plans on file with the Brookside Property Owner's Association.

**Section 25. Fuel Tanks.** The installation of auxiliary fuel tanks inconsistent in size, type or location with tanks normally provided by the recreational vehicle manufacturer is prohibited except that a fuel tank may be installed for the office and each lot may have one fuel tank for an outdoor cooker or grill.

**Section 26. Heating and Cooling Units.** Owners shall not install heat pumps or remote compressors on their lots; heating and air conditioning units on lots must be roof mounted recreational vehicle units; residential units are prohibited.

**Section 27. Septic System.** Owners shall effect a trap situation in septic hoses, tubes, terrain permitting, so as to reduce fumes venting from septic system and shall use a doughnut or threaded means to affect an absolute seal.

**Section 28. No Trespassing.** Entering upon the lot of another owner without permission is prohibited.

**Section 29. No Feeding Pigeons.** No person shall feed pigeons anywhere on the properties.

**Section 30. Fences and Walls.** (a) Owners shall not erect any fence except a split rail cedar or cypress fence



and no fence shall encroach upon the property not belonging to owner, (b) Owners shall not construct any wall except creek bank walls not rising above the level of the lot and walls approved by the Board as retaining walls to make lots level.

## ARTICLE XI

**Section 1. Georgia Property Owners Association Act.** Brookside Campground Property Owners Association, Inc. has elected to come under and be governed by the Georgia Property Owners Association Act, OGGA section 44-3-220 et.seq.

**RESTATEMENT OF RESTRICTIVE COVENANTS  
INDEX**

		PAGE #
	<b>ARTICLE I DEFINITIONS</b>	<b>1</b>
SECTION	1 ASSOCIATION	1
SECTION	2 BOARD OF DIRECTORS	1
SECTION	3 COMMON AREAS	1
SECTION	4 COMMON EXPENSES	1
SECTION	5 LOT	1
SECTION	6 MEMBER	1
SECTION	7 MORTGAGE	2
SECTION	8 MORTGAGEE	2
SECTION	9 MORTGAGOR	2
SECTION	10 OWNER	2
SECTION	11 PERSON	2
SECTION	12 PROPERTIES	2
SECTION	13 CAMPING UNIT	2
SECTION	14 RECREATIONAL VEHICLE	2
	<b>ARTICLE II PROPERTY RIGHTS</b>	<b>2</b>
SECTION	1 GENERAL	2
SECTION	2 OWNER'S RIGHT TO INGRESS, EGRESS, USE AND SUPPORT	3
SECTION	3 ELIMINATED 2ND AMENDMENT 7/11/90	3
SECTION	4 USE OF COMMON AREA	3
SECTION	5 ACKNOWLEDGMENT OF RIGHTS OF USE	3
SECTION	6 RULES AND REGULATIONS	4
SECTION	7 NO PARTITION	4
SECTION	8 EASEMENTS FOR UTILITIES, ETC.	4
	<b>ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</b>	<b>4</b>
SECTION	1 MEMBERSHIP	4
SECTION	2 MULTIPLE OWNERS	4
SECTION	3 VOTING	5
	<b>ARTICLE IV ASSOCIATION POWER AND RESPONSIBILITIES</b>	<b>5</b>
<b>IN GENERAL</b>		<b>5</b>
SECTION	1 COMMON AREA	5
SECTION	2 SERVICES	5
SECTION	3 PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE	5
SECTION	4 POWER TO CONTRACT	5
SECTION	5 ENFORCEMENT FO RESTRICTION	5
SECTION	6 POWER TO ASSESS	5
SECTION	7 IMPLIED RIGHTS	5
<b>MAINTENANCE</b>		<b>6</b>
SECTION	1 ASSOCIATION AND RESPONSIBILITY	6
SECTION	2 OWNERS RESPONSIBILITY	6


		PAGE #
<b>CASUALTY OR LIABILITY LOSSES</b>		<b>6</b>
SECTION	1 INSURANCE	6
SECTION	2 DISBURSEMENT OF PROCEEDS	7
SECTION	3 DAMAGE AND DESTRUCTION	7
SECTION	4 REPAIR AND RECONSTRUCTION	8
SECTION	5 LOT OWNER'S RESPONSIBILITY	8
 <b>ARTICLE V CONDEMNATION</b>		 <b>8</b>
 <b>ARTICLE VI ANNEXATION OF ADDITIONAL PROPERTY</b>		 <b>9</b>
SECTION	1 ANNEXATION WITH APPROVAL OF CLASS :A" MEMBERSHIP	9
 <b>ARTICLE VII ASSESSMENTS</b>		 <b>9</b>
SECTION	1 CREATION OF GENERAL ASSESSMENTS	9
SECTION	2 CREATION OF PARCEL ASSESSMENTS	9
SECTION	3 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS	9
SECTION	4 COMPUTATION OF GENERAL AND PARCEL ASSESSMENTS	10
SECTION	5 SPECIAL ASSESSMENTS	10
SECTION	6 EFFECT OF NON PAYMENTS OF ASSESSMENTS	10
 <b>ARTICLE VIII MORTGAGEES' RIGHTS</b>		 <b>10</b>
SECTION	1 PAYMENT OF TAXES	11
SECTION	2 NO PRIORITY	11
SECTION	3 NOTICE OF DEFAULT	11
 <b>ARTICLE IX GENERAL PROVISIONS</b>		 <b>11</b>
SECTION	1 COVERAGE AND TERM	11
SECTION	2 AMENDMENT	11
SECTION	3 VARIANCES AND WAIVER OF RESTRICTIONS	11
SECTION	4 MERGER AND SUBDIVISION OF LOTS	11
SECTION	5 SEVERABILITY	11
SECTION	6 INCORPORATION BY REFERENCE	12
 <b>ARTICLE X USE AND RESTRICTIONS</b>		 <b>12</b>
SECTION	1 ANNOYANCE OR NUISANCES	12
SECTION	2 RECREATIONAL VEHICLE USE AND RELATED STRUCTURES (RESIDENTIAL USE FORBIDDEN)	12
SECTION	3 SIGNS AND BILLBOARDS	13
SECTION	4 OIL AND MINING OPERATIONS	13
SECTION	5 STORAGE AND DISPOSAL OF GARBAGE AND REFUSE	13
SECTION	6 UNLICENSED MOTOR VEHICLE	13
SECTION	7 PETS	13
SECTION	8 DRAINAGE	13
SECTION	9 LIMITATION ON NUMBER OF RECREATIONAL VEHICLE UNITS	14
SECTION	10 EXTERIOR MAINTENANCE	14
SECTION	11 OUTSIDE INSTALLATIONS	14

	<b>PAGE #</b>
SECTION 12 STORAGE BUILDING PERMITTED	14
SECTION 13 STORAGE RULES	14
SECTION 14 OUTSIDE TOILETS PROHIBITED	14
SECTION 15 INDIVIDUAL WELLS PROHIBITED	14
SECTION 16 CARPORTS PROHIBITED	14
SECTION 17 RESTRICTION ON DANGEROUS ACTIVITIES	14
SECTION 18 NO CAMPING ON COMMON PROPERTY	15
SECTION 19 PARKING	15
SECTION 20 GOVERNMENT REGULATIONS	15
SECTION 21 ENTRY BY LAW ENFORCEMENT OFFICIALS	15
SECTION 22 DIGGING	15
SECTION 23 DECKS	15
SECTION 24 SCREENED PORCHES	15
SECTION 25 FUEL TANKS	15
SECTION 26 HEATING AND COOLING	15
SECTION 27 SEPTIC SYSTEM	15
SECTION 28 NO TRESPASSING	15
SECTION 29 NO FEEDING PIGEONS	15
SECTION 30 FENCES AND WALLS	15
 <b>ARTICLE XI GEORGIA PROPERTY OWNERS ASSOCIATION ACT</b>	 <b>16</b>
SECTION 1 GEORGIA PROPERTY OWNERS ASSOCIATION ACT	16

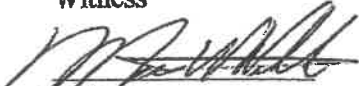
BROOKSIDE CAMPGROUND POA

These are the restated restrictive covenants of Brookside Campground POA.

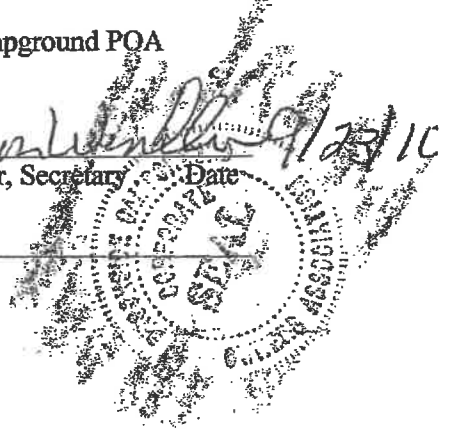
Brookside Campground POA

  
Witness

  
Sharon Winkler, Secretary Date 9/29/10

  
Notary

Seal



My commission expires



