

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRINGBROOK SUBDIVISION**

The developer is removed from the Declaration.

The Owners, as defined below, declare that all properties of Springbrook Subdivision, as defined below, 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, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

**ARTICLE 1  
DEFINITIONS**

1.1 "Association" means and refers to the association created in these covenants and shall be know an "Springbrook Property Owners Association", its successors, and assigns.

1.2 "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation. A "Lot" has a single voting Owner, but a voting Owner may vote for each owned Lot.

1.3 "Properties" means and refers to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Properties are described as the lots within all that tract or parcel of land lying and being in Land Lot 128 of the 10th Land District of Habersham County, Georgia, and being known as Lots 1-24, of Springbrook Subdivision, all as more fully shown by the plat of survey by Hubert Lovell dated May 29, 1997, recorded in Plat book 42, folio 98, in the office of the Clerk of Superior Court of Habersham County, Georgia, said plat being referred to and incorporated for a more complete description.

1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. This includes the street lights and the entrance area.

1.5 "Lot" means and refers to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area.

1.6 "Architectural Control Committee" or "ACC" means the members of the ACC, which are the Board and other members appointed by the board.

**ARTICLE 2  
PROPERTY RIGHTS**

Owners' Easements of Enjoyment

2.1 Every Owner shall have a right and easement of enjoyment in and to the Common Area which rights shall be appurtenant to and shall pass with the title to every lot. Remove reference to roadway because it is now a county road.

Delegation of Use

2.2 Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on a Lot.

**ARTICLE 3  
MEMBERSHIP AND VOTING RIGHTS**

3.1 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 The Association shall allow voting privileges for one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.3 The members of the Association shall create and maintain a Board of Directors (Board) to govern its affairs, the number, term, and composition of which shall be determined from time to time by the majority of the members. (ADD) The Board shall include at least a President, a Vice President and a Treasurer. The Board shall have the sole authorization to obligate the Association to any agreement concerning the Association, the Common Areas, or the assets of the Association. A majority of the Board must be in agreement for any such obligation. The Association will maintain its financial assets in a banking account that requires two board members for each withdrawal.

**ARTICLE 4  
COVENANT FOR MAINTENANCE ASSESSMENT**

Creation of the Lien and Personal Obligation of Assessments

4.1 Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital

improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

#### Purpose of Assessment

4.2 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

#### Maximum Annual Assessment

4.3 The annual assessment shall be One Hundred Ten and No/100 dollars (\$110.00) and will fall due in full no later than March 31 of that calendar year. Lack of knowledge of the assessment will not be considered a defense for late payment. The Board will determine and carry out the actions necessary to collect all delinquent assessments. The necessary actions may include establishing a lien against the property. The Board will monitor the annual assessment and if a change in the amount needs to be made, the Board will give Owners notice. The Board has the authority to raise or lower Annual Assessment based on need; however the maximum will be set at \$150. If this amount needs to be exceeded, then a vote would be called for by Owners.

#### Special Assessments for Capital Improvement

4.4 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement or any capital improvement upon the Common Area, including fixtures and personal property related thereto.

#### Notice and Quorum of Any Action Authorized Under Paragraphs 4.3 and 4.4

4.5 Any action authorized under Paragraphs 4.3 or 4.4 for the increase of the annual assessment (above \$150) or special assessment shall be by a vote of the Owners. Written notice shall be sent to all Owners not less than thirty (30) nor more than sixty (60) days. This vote would be taken by written ballot vote.

#### Uniform Rate of Assessment

4.6 Both annual and special assessments must be fixed at a uniform rate for all Lots.

#### Effect of Nonpayment of Assessments

4.7 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate for eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay

the same, or foreclose the lien against the property of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Owners hereby authorize and agree that the lien shall be placed among the deed records of Habersham County, Georgia, against the offending property of Owners until said sum shall be paid in full.

## **ARTICLE 5 RESTRICTIVE COVENANTS**

5.1 All lots shall be for single family residential purposes only and no commercial business establishments of any nature are to be built, nor shall any commercial operation be conducted on any Lot nor shall any commercial signs be erected or maintained on any Lot.

5.2 Only one dwelling of residential structure can be erected per Lot. Each dwelling or residential structure is hereby required to contain a minimum of eighteen hundred (1800) completed square feet of heated living space for one story structures or nineteen hundred and fifty (1950) square feet of heated living space for a two story structure, exclusively of garage, carport and/or finished or unfinished basement. The exterior of any dwelling or residential structure must be completed within six (6) months after the commencing of construction. Erections of garden houses, gazebos, or other decorative type building are permitted only with the written approval of the ACC. Yard and grounds shall be attractively landscaped within one (1) year of the beginning of construction including the cleaning of all debris, stumps and building materials. There shall be no outside storage of building supplies after construction of the dwelling is completed.

5.3 There shall not be maintained upon any lot any noxious or offensive activity, including, but not limited to, the keeping or maintaining of swine, poultry, and livestock. Dogs and cats may be kept upon the property as pets, provided they are not kept for any commercial use or purpose, provided that at any time that said pet should leave the property of the pet owner, said pet shall be upon a leash or properly contained and provided that they do not become a nuisance due to but not limited to noise or odor.

5.4 Owners shall provided space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any said lots. These spaces as well as all driveways are to be surfaced with asphalt or concrete.

5.5 The Owner shall provided receptacle for garbage in a screened area to preclude visibility from road.

5.6 Structures of a temporary character shall not be placed upon any Lot at any time, except for shelters used by a contractor during the time of construction.

5.7 Mobile homes, or any similar units or structure shall not be placed on any lot at any time. All campers, trailers, boats, motor homes, commercial type trucks, and vehicles of a similar nature must be parked in garage or to rear of dwelling, but may not be used for onsite residential purposes.

5.8 No Lot or tract shall be further subdivided.

5.9 Any fences constructed from back corners of the house to the road on said properties shall be 3-rail board fences, split rail or vinyl rail. Green coated chain link fencing may be constructed behind house. Any exceptions must be approved and documented by the ACC.

5.10 Existing roads and cul-de-sacs, can be used only to serve the subject property; no adjoining properties can be served by or connected with any roads, cul-de-sacs, or driveways on the subject property.

5.11 Original 5.11 delete since we do not own or control the road.

5.11 (Change to) No wrecked or inoperative vehicles or parts thereof, shall be stored outside or visible from the road.

5.12 Easements of twenty-five (25) feet in width for installation and maintenance of utilities are reserved along the boundary of the road right of way of all lots.

5.13 No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

5.14 No building or structure shall be erected, placed or altered on any Lot in Springbrook Subdivision until the building plans, and specifications have been approved and documented by the ACC. Approval or disapproval by the ACC shall be based upon conformity and harmony of external design, general quality and size of the proposed building within the existing standards of Springbrook Subdivision and standards imposed by the within restrictive covenants. Approval is by a majority of the ACC. Guidelines and Design Standards are contained in attached Exhibit "A" which is hereby incorporated by reference and made a part hereof.

5.15 All playground equipment shall be placed at the rear of the dwelling. Structures, other than roof mounted antennas no more than fifteen (15) feet in height or receiving dishes no more than three (3) feet in diameter, described for the purposes of receiving television or radio broadcast signals, including but without limiting the generality of the foregoing, shall not be permitted on any lot unless shielded from view of the road. No structure, with the exception of mail boxes, shall be erected between the front lot line and the street. All mailboxes are to be attractive in design and construction.

5.16 Tree and foliage removal shall be limited to necessary areas for home site, driveway, home safety, and landscaping.

5.17 All Lots whether occupied or not shall be kept neat in appearance by Owner.

The original Article 6 has been removed.

5.18 (added from original) Any non-conformances to these requirements will be managed by the Board. Any Owner can ask the Board to investigate a potential non-conformance and the Board shall issue a written judgment on the complaint. The Board's judgment can be overruled by a written declaration signed by at least 75% of the Owners. The Board may delegate a person to investigate the non-conformance.

## **ARTICLE 6 GENERAL PROVISIONS**

### Enforcement

6.1 The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### Severability

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

6.3 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date that the original (unrevised) declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five (75) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty (60) percent of the Lot Owners. Any amendment must be recorded.

6.4 Owners, their heirs, executors, administrators, lessees, invitees, guests, and assigns do waive on behalf of himself and these stated parties all right, claims and causes of action which he and said parties may have for all claims for injuries, damage, or losses whether known, unknown, foreseen or unforeseen. This express waiver is to be effective for the benefit of the Springbrook Property Owners Association, and each Owner herein. Persons accepting Properties subject to this document understand and acknowledge the significance and consequence of this provision and specifically understand that all rights, claims, and causes of action including negligence are included herein.

## Exhibit "A"

### Springbrook Architectural Guidelines

The following is a list of items the ACC may require:

1. High quality construction and contractors.
2. Aesthetic conformity and harmonious blend of architecture throughout.
3. Preservation of natural beauty and general character of community.
4. High grade exterior finishes to include brick, stone, stucco, Dryvit, masonite, vinyl, and wood. Other natural exterior accents and siding must be approved by the ACC.
5. Roofing materials must be architectural shingles or wood shingles.
6. No exposed concrete blocks are permitted.
7. Strict signage control.
8. High pitch roof line (7/12 minimum).
9. Landscape buffers to hide utilities.
10. High quality landscaping.
11. Conformance with local, state, and applicable building codes and restrictions.
12. Building setbacks shall be 35' from road right of ways, 25' from stream, and 15' from side and rear lot lines.
13. No dwelling shall be erected without a double garage or larger. The garage must have enclosing doors and the interior walls must be finished or painted.
14. At the time of construction on a Lot, a temporary driveway entrance with stone or gravel must be constructed to prevent deposit of mud, etc., on the roads.