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CROSS REFERENCES:

Deed Book B-12, Pages 282-303
Deed Book M-12, Pages 62-64
Deed Book A23, Pages 492-526
Deed Book K31, Pages 304-329
Rabun County, Georgia Records

Return to:

MORRIS, MANNING & MARTIN
5775-C PEACHTREE DUNWOODY ROAD
SUITE 150
ATLANTA, GA 30342

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
LAKE RABUN BLUFFS**

THIS AMENDED AND RESTATED DECLARATION is made this 25th day of March, 2010, by RABUN BLUFFS PROPERTY OWNER'S ASSOCIATION, INC., a Georgia corporation, hereinafter called the "Association."

WITNESSETH:

WHEREAS, George Stapleton, as the Declarant, executed and recorded that certain Declaration of Restrictive Covenants for Lake Rabun Bluffs on August 4, 1989, recorded in Deed Book B-12, Pages 282-303, Rabun County, Georgia Records (the "Original Declaration"), which Original Declaration has been amended by Modification to Declaration of Restrictive Covenants for Lake Rabun Bluffs dated April 6, 1990 and recorded April 11, 1990, in Deed Book M-12, Page 62-64, Rabun County, Georgia Records (the "Modification"), by Declaration of Restrictive Covenants for Lake Rabun Bluffs, dated and recorded September 13, 2002, in Deed Book A23, pages 492-526, Rabun County, Georgia Records (the "Second Declaration"), and by First Amendment to Restrictive Covenants – Lake Rabun Bluff Subdivision, dated September 29, 2006, recorded on January 22, 2007, in Deed Book K31, Pages 304–329, Rabun County, Georgia Records (the "First Amendment", said Original Declaration, Modification, Second Declaration and First Amendment being hereinafter collectively referred to herein as the "Declaration"); and

WHEREAS, by consents executed by 100% of the Owners and recorded on September 28, 2007 in Deed Book R32, Pages 636-665, Rabun County, Georgia Records, the Owners evidenced their intent to subject their Lots to the provisions of O.C.G.A. §44-3-220, *et seq.*, known as the "Georgia Property Owners' Association Act", and to be governed by it; and

WHEREAS, it is the desire of the Association and the Owners to combine and minimize the number of documents necessary to declare the restrictions and covenants governing the development and to amend and restate the Declaration in its entirety herein.

NOW, THEREFORE, the Association and the Owners hereby amend and restate the Declaration in its entirety and declare, ratify and confirm that the development is subject to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et seq.*

1. DEFINITIONS: The following words, when used in this Declaration, shall have the following meanings:
 - A. "Association" means the Rabun Bluffs Property Owner's Association, Inc., a Georgia non-profit corporation. The Articles of Incorporation of said Association are attached as Exhibit "A" hereto and by this reference made a part hereof. Each Lot and each Lot Owner shall be a member of said Association. Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules, regulations, and resolutions of said Association; the Association shall meet at least annually, and at each such meeting the Owners of one- third of the Lots shall constitute a quorum, each Lot shall have only one vote and, except as otherwise required herein or by the Georgia Property Owners' Association Act, action shall be by a vote of more than 50% of the Lots represented at such meeting.
 - B. "Board" means the Board of Directors of the Rabun Bluffs Property Owners Association.
 - C. "By-Laws" means the By-Laws of the Association attached as Exhibit "B" hereto and by this reference made a part hereof.
 - D. "Common Properties" shall mean and refer to those areas in Lake Rabun Bluffs designated as Green Areas, the water system and any other properties owned by the Association for the common use and enjoyment of the Owners.
 - E. "Common Responsibilities" shall mean and refer to the Common Properties, together with all other responsibilities imposed on the Association by the terms of this Declaration or by contract or agreement with any other Person, including but not limited to the Association's responsibilities for the maintenance and repair of the subdivision roads.
 - F. "Lake Rabun Bluffs" or "the subdivision" shall mean and refer to that certain subdivision known as Lake Rabun Bluffs which has been developed on real property now owned by the individual Owners of the Association, in Rabun County, Georgia, together with any other real property that is hereafter submitted to the provisions of this Declaration, and less and except any real property that is hereafter withdrawn from the provisions of this Declaration, in accordance with the terms and conditions contained herein.
 - G. "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on any plat or survey recorded in the office of the clerk of the Superior Court in Rabun County, Georgia, now or hereafter made subject to this Declaration.
 - H. "Owner" means any Person who is a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Lot; provided,

however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

- I. "Person" shall mean a natural person, corporation, trust, partnership or any other legal entity.
2. **PROPERTY SUBJECT TO THIS DECLARATION:** The property subject to this Declaration are the lots which are, by the recording of this Declaration, subjected to the covenants, restrictions and conditions hereafter set forth 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, as follows:

ALL those tracts or parcels of land lying and being in Land Lot 31 of the Fifth Land District of Rabun County, Georgia, consisting of 50.23 acres and being shown upon those certain plats of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated April 21, 1988, recorded in the office of the clerk of Rabun Superior Court in Plat Book 28, pages 54-59. Reference is had and made to said plats and record of the same for a full and complete description of the property herein described, a copy of which plats is also attached hereto as Exhibit "C".
3. **COMMON PROPERTIES:** There exist certain Common Properties for the common use and enjoyment solely for the Owners, their families and overnight guests. The ownership of all the Common Properties, including the facilities thereon, shall be exclusively in the Association.
4. **ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS:** The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration:
 - A. Use of Property. Each Lot shall be used for single-family residential purposes only. No structure shall be erected or permitted to remain on any Lot other than one single-family residence, except as herein otherwise specified.
 - B. Building Size. No residential building may be hereafter erected on any Lot unless the proposed building will contain the minimum required square footage floor area. Unless otherwise specified in a deed filed prior to August 4, 1989, the footprint of each building shall contain no less than 1,500 square feet, and the building shall contain a minimum of 2400 square feet of heated living area.
 - C. Building Location. No building can be erected on any Lot unless it complies with the Rabun County Building and Zoning Regulations in effect at the time of the completion of such building. In the event said county building and zoning regulations are held unconstitutional or void by any court of competent jurisdiction, then the provisions thereof then in effect shall, to the extent

permitted by law, remain applicable under this Declaration unless and until the governing authority of Rabun County imposes other or different regulations.

D. Time of Construction. The construction of any house must be completed by, and at the expense of, the Owner thereof within twelve (12) months from the date on which the construction thereof is commenced, or the property may, at the discretion of the Board, be returned back to its natural condition.

i. Failure to Complete Construction. In the event that an Owner is unable to complete construction within said 12-month period, the Owner shall have the right to request one extension of the time for up to an additional six (6) months upon payment of an additional fee and delivery of a revised plan of completion. Any Owner receiving an extension will also be required to pay additional road maintenance surcharges as set forth below. Upon the failure or refusal of any property Owner to complete construction within the prescribed time, the Association may, after 14 days' notice to such Owner, enter upon such Lot and complete such exterior construction in accordance with the plans and specifications pertaining thereto, or return such Lot to its natural condition. Such Owner shall be personally liable to the Association for the direct and indirect cost of such construction, and the liability of such costs shall be a permanent charge and lien upon such Lot and enforceable by the Association by any appropriate proceedings in law or in equity in accordance with the provisions of the Georgia Property Owners' Association Act.

ii. Road Maintenance Surcharges. Any Owner building a house, or any addition totaling more than 900 square feet of new space, shall pay an additional assessment to the Association in the amount of \$5,000.00, payable after approval by the ARC and prior to commencement of grading, or, if no grading is to occur, other material preparations to the land made to accommodate such addition or other construction, for the additional wear and tear on the subdivision roads.

Any Owner building any addition or performing other new construction totaling 900 square feet or less of new space, shall pay an additional assessment to the Association in the amount of \$500.00 (or such other amount as determined by the ARC, not to exceed \$2,000.00, based upon its review of the proposed project and estimation of the impact to the subdivision roads), payable after approval by the ARC and prior to commencement of grading or, if no grading is to occur, other material preparations to the land made to accommodate such addition or other new construction, for the additional wear and tear on the subdivision roads.

In addition, any Owner who does not complete construction within twelve (12) months shall pay an additional assessment to the Association in the amount of \$1,000 for each quarter of construction period, or portion thereof, beyond twelve (12) months, payable at the beginning of each quarter until construction is complete.

- E. Subdividing Lots. No Lot shall be subdivided, or its boundary lines changed, except with the express written consent of the Association first had and obtained.
- F. Window Air Conditioning Units. Unless the prior written approval of the Association has been obtained, no window air conditioning units shall be installed or allowed to remain in any building located in Lake Rabun Bluffs.
- G. Sewage Disposal. No toilets shall be maintained outside of the building erected upon any Lot (except for temporary facilities used during construction and removed promptly upon completion of construction) and all sewage shall be disposed of in septic tanks and grease traps, of approved design and adequate size, to be constructed and maintained by the Owner of the Lot and to be approved by the Rabun County Health Department, in accordance with the rules and regulations for individual sewage disposal systems as promulgated by the State of Georgia, unless and until other public or community facilities for handling of sewage shall have been developed and made available. All applicable regulations of the Rabun County Health Department and the State of Georgia must be complied with by the Owner. Nothing in this paragraph shall be construed as a commitment by the Association to provide or obtain public or community sewage facilities, and the Association makes no such commitment.
- H. Utility Easements. All telephone, electric and other utility lines and connections between the main or primary utility line and any building located on any Lot shall be concealed and located underground so as not to be visible, unless written permission otherwise is obtained from the Association.
- I. Outside Wall. All outside block walls must be stuccoed or covered by rock or other similar material.

5. ARCHITECTURAL REVIEW COMMITTEE

- A. There is hereby established for the subdivision an Architectural Review Committee ("ARC") to insure the development of the subdivision and the improvement of the Lots therein in accordance with this Declaration, and to control the type, nature, and design of all buildings, structures and other improvements constructed on the property. The Board of Directors or other governing body of the Association shall constitute, or shall have the right to appoint the members of the Architectural Review Committee. At all meetings of the Architectural Review Committee, two-thirds (2/3) of its members shall

constitute a quorum, and shall act by majority vote and keep proper records and minutes. A meeting may be conducted via email or conference call.

- B. No principal residence, garage or storage building shall be erected, placed, or altered on any Lot within the subdivision until the proposed building and plot plans showing detailed specifications, elevation, dimensions, exterior color and finish, location of improvements, drives and parking areas shall be specifically approved in writing by the Architectural Review Committee. In addition, no land clearing, filling or grading may be done on any Lot within the subdivision, and no swimming pool or other made-made structure whatsoever shall be erected, placed or altered on any Lot within the subdivision, unless and until the same shall have been specifically approved in writing by the Architectural Review Committee.
- C. No trees having a diameter of eight inches or more at a height of five feet above the ground (other than those such trees located within ten feet from a building site) shall be cut, destroyed or mutilated except with the express written permission of the ARC first had and obtained. The exception to cutting trees larger than noted above would be trees which are dead, diseased or leaning precariously over the owner's home or the common roads, which may be removed without prior permission. In the event dead or diseased trees must be removed, the owner is encouraged to contact an officer or member of the ARC prior to removal if possible. Any Lot Owner who violates this Restriction and does not obtain permission of the ARC may be subject to an assessment or such other action as the Board may deem appropriate to remedy such violation. Upon the failure or refusal of any property Owner to remedy any such violation upon receipt of written notice from the Board, the Association may, after 14 days' notice to such Owner, enter upon such Lot and repair or remedy such violation and such property Owner shall be personally liable to the Association for the direct and indirect cost of such remedy. The liability of such costs and assessments shall be a permanent charge and lien upon such Lot and enforceable by the Association by any appropriate proceedings in law or in equity, which lien shall, however, be subordinated to the rights of any mortgagee now or hereafter holding an interest in the property which is recorded prior to such Association lien.
- D. The Architectural Review Committee shall review all plans and specifications and requests to it taking into consideration harmony of exterior design, color, and location in relation to other structures and Lots in the subdivision. The Architectural Review Committee shall have the authority to grant variances to the set back requirements and other Restrictions contained in this Article 4. Every Owner agrees for himself, his heirs, successors and assigns, by the acceptance of his deed, that the Architectural Review Committee shall have the authority to accept or reject any plans or request submitted to it and refusal or approval of plans, locations, specifications, or other requests may be based by the Architectural Review Committee upon any grounds including purely

aesthetic considerations; provided, however, the Architectural Review Committee may not act arbitrarily or unreasonably. The ACC shall have the right to promulgate written design guidelines and standards for the subdivision in order to provide guidance to Owners regarding the approval process, which guidelines and standards may be amended by the ACC at any time and from time to time. Compliance with such guidelines and standards shall not guarantee approval of any application.

- E. All plans, specifications, and other requests submitted to the Architectural Review Committee must be submitted at least eighteen (18) days prior to the anticipated commencement of the proposed work. All submissions to the Architectural Review Committee shall contain the name, address, and telephone number of the Lot Owner, and the name, address, and telephone number of any contractor or architect involved. The Architectural Review Committee shall transmit its decision to the affected Lot Owner within fifteen (15) days of receipt of all information required or needed to make its decision.
 - F. Liability: Any person submitting any plans or specifications to the ARC or the Association shall be solely responsible for the sufficiency thereof and the workmanship of improvements constructed on any Lot.
 - G. Appeals: Any person submitting any plans or specifications to the ARC, which plans or specifications are rejected in whole or in part by the ARC, after reasonable appeal made to the ARC, shall be entitled to appeal the ARC's decision to reject such plans and specifications to the Board for consideration at a Board meeting. The decision of the Board shall be final.
6. COMMUNITY WATER SYSTEM. A community water system serving all Lots in Lake Rabun Bluffs has been developed. A total of 36 Lots are served by the community water system. Each Owner of a Lot in Lake Rabun Bluffs shall have a perpetual, non-exclusive easement to obtain water from the above-described water system. Said right shall include the right to have water piped through the community water system and any storage tanks and through all pipes serving Lake Rabun Bluffs. Said central water supply easement shall be for a width of ten (10) feet, five (5) feet on each side of a pipe. All Lots in Lake Rabun Bluffs shall be burdened with the easements created above and shown upon the plans of survey recorded in the office of the clerk of Rabun Superior Court in Plat Book 28, pages 54-59. The transfer of any Lot in Lake Rabun Bluffs shall be made subject to the terms of the foregoing easement for a central water system, and said easement shall be appurtenant to each and every Lot served by the water system. All expenses of maintenance and repair of the water wells, water storage system and waterlines comprising said central water system shall be assessed equally among the Owners of the Lots and each Owner of a Lot shall be responsible for the payment of its pro rata share of all expenses for maintenance and repair of said water system in accordance with the terms hereof.

7. OWNERSHIP OF WATER SYSTEM. The Association is the owner of the water system.
8. EASEMENTS. Each Owner of a Lot in Lake Rabun Bluffs shall have a perpetual, non-exclusive easement for access, ingress to and egress from said Lots over and across the roads shown upon those certain plats of survey by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated April 22, 1988, and recorded in the office of the clerk of Rabun Superior Court in Plat Book 28, pages 54-59, and the Association shall have a perpetual, non-exclusive easement for the performance of its maintenance responsibilities hereunder. The Lots in Lake Rabun Bluffs shall be conveyed and transferred subject to these easement rights and the easements herein created shall be appurtenant to each and every Lot.
9. USE OF EASEMENTS. The easements herein granted shall inure to the benefit of each and every Lot benefiting from said easements, and said easements shall be perpetual and shall be appurtenant to the Lots so benefited. The easements herein contained shall be binding upon each and every Lot in Lake Rabun Bluffs so burdened by such easements, and said Lots shall be conveyed subject to the terms, conditions and easements contained in this agreement.
10. FORBIDDEN USES
 - A. No Lot or building thereon shall be used for any commercial, business, charitable, education, religious, philanthropic or industrial purposes on an ongoing or publicized basis.
 - B. No picnic areas, tents, trailers, sheds or any building of any kind shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residential building without written permission from the Association.
 - C. No tents, trailers, mobile homes, modular homes, manufactured homes, industrialized buildings or institutionalized buildings or other buildings constructed offsite for delivery and setup on any lot, sheds, garage outbuildings or temporary buildings of any kind shall be erected or permitted to remain on any Lot.
 - D. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary for the construction in which same is to be used.
 - E. No stable, poultry house or yard, rabbit hutch or similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Association first had and obtained. However, household

pets shall be permitted, provided they are not raised for commercial purposes. When on Rabun Bluffs property other than that property belonging specifically to the dog's owner, dogs must at all times be accompanied by the owner or other capable dog handler, and must be on a leash or under voice control of such owner or handler. Violation of this rule will result in a written notification to the owner of a violation. If a second violation occurs, owner will be notified that any additional violations will be subject to a fine of \$25.00 for each subsequent occurrence. A fine of \$25.00 will be assessed for each subsequent violation.

- F. No garbage or trash incinerator shall be placed or permitted to remain on a Lot or any part thereof.
 - G. Except as otherwise permitted herein or by the written consent of the Association, no sign of any character shall be displayed or placed upon any Lot except "for rent" or "for sale" signs, signs denoting alarm systems or family name signs, which signs may refer only to the particular premises on which displayed.
 - H. No illegal, noxious or offensive activity shall be permitted on any part of Lake Rabun Bluffs nor shall anything be permitted or done thereon which may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.
 - I. No junk cars, appliances or other unsightly items shall be permitted on any Lot in Lake Rabun Bluffs.
 - J. No hunting is allowed in Lake Rabun Bluffs.
11. NOISE ORDINANCE. Excessive noise for prolonged periods of time or between the hours of 11:00 p.m. and 7:00 a.m. is prohibited. Noise is considered excessive if it is bothersome to a neighbor in his own home. Examples of excessive noise include, but are not limited to, barking dogs and loud music.
12. RENTALS. The rental of property in Rabun Bluffs Subdivision is limited to written lease agreements for a period of no less than three (3) months. Short-term rentals other than the above will be construed as commercial usage. Sub-leasing is not allowed.

Any written lease shall be pre-approved by the Board, and the reasonable costs of such lease review shall be assessed against the Owner. A copy of such written lease shall be delivered by the Owner to the Board at least two weeks in advance of the commencement of the proposed rental period. The written lease agreement must provide, among other things, that (i) tenant(s) shall abide by all covenants and restrictions set forth in this Declaration, as well as rules and regulations of the Association in effect at the time of the rental, (ii) Owner/lessor will enforce such declarations, rules and regulations against tenant(s), and (iii) the Association and the Board are third party beneficiaries of such lease agreement and, in the absence of

enforcement of such declarations, rules and regulations by the Owner/lessor, the Board may (but is not obligated to) enforce or otherwise pursue all rights, damages and remedies against tenant and Owner for such breach as Owner may have under the lease, and pursuant to this Declaration and applicable law. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

“Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto by the lessee or any occupant of the Lot or any guest of lessee is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto.”

The above provisions shall not release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

13. MAINTENANCE

- A. Each Lot, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by its respective Owner. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements.
- B. Upon the failure or refusal of any Owner to maintain his/her Lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association may, after 14 days' notice to such Owner, enter upon such Lot and perform such exterior maintenance as the Board of Directors in the exercise of its discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Association for such direct and indirect costs of such maintenance as are reasonable, and the liability for such costs shall be a permanent charge and lien upon such Lot enforceable by the Association by any appropriate proceedings in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon such Lot and perform such maintenance, entry for such purposes shall be only between the hours of 8:00 a.m. and 6:00 p.m.

14. MEMBERSHIP OF OWNERS. All Owners of Lots in Lake Rabun Bluffs shall be members of Rabun Bluffs Property Owners' Association, a Georgia non-profit corporation. The membership rights, voting rights, duties and obligations of the

Owners' Association are specified herein and in the Articles of Incorporation and By-Laws for the Rabun Bluffs Property Owners' Association.

15. ASSOCIATION AND ASSESSMENTS

The Association is and shall be responsible for the maintenance of the Common Responsibilities, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required of the Association hereunder or as the Board of Directors shall deem to be in the best interests of the Members of the Association. All costs and expenses which the Association shall incur, or for which the Association (through its Board of Directors) reasonably deems a contingency fund should be created, in connection with the performance of its duties and responsibilities hereunder and for such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety and welfare of the Association and its Members shall be collected on an annual basis and are herein referred to as the "Annual Expenses." The Association (through its Board of Directors) is and shall be entitled to assess and collect the Additional Charges referred to below on any sums lawfully assessed by the Association against any Lot and the Owner thereof, which remain unpaid as of their due date ("delinquent assessments"). All such sums shall, shall, from the time the sums become due and payable, be the personal obligation of the Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns, of such Lot and constitute a continuing lien in favor of the Association on such Lot prior and superior to all other liens whatsoever except: (1) Liens for ad valorem taxes on the Lot; (2) The lien of any first mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of this Declaration; and (3) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of such mortgage is the seller of the Lot. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

- A. Equal Assessments. Each Lot will be assessed equally for the Annual Expenses and the amount of such assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine and shall be paid to the Association when due without further notice.
- B. Personal Obligation and Lien Upon the Lot. Any assessment levied by the Association against any Lot which so becomes delinquent shall constitute a lien upon such Lot. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed as provided in O.C.G.A. 44-3-232, or any amendment thereof. In addition to the lien rights, the personal obligation of the then Owner to pay such sums shall remain his personal obligation and shall also pass to his successors in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which said Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors in title

shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and successors in title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

C. Additional Charges. The following charges may be assessed on any delinquent assessments:

- i. A late fee of 10%.
- ii. Interest at the rate of 10% per annum, compounded annually, on any delinquent assessment outstanding, or \$10, whichever is higher.
- iii. All costs of collection thereof, including reasonable attorney's fees and any other fees allowed by law.

D. Specific Assessments. The Board of Directors may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of the Common Properties, or to the subdivision roads or any other thing maintained by the Association, which is occasioned by the act(s) of individual Owner(s), including but not limited to construction activities on a Lot, and not the result of ordinary wear and tear, (ii) for the payment of fines, penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; or (iii) for any common expenses, other than expenses for the maintenance of the Common Properties, which benefit less than all of the Lots or which significantly disproportionately benefit all Lots (which expenses may be specially assessed equitably among all of the Lots benefited according to the benefit received. Failure of the Board of Directors 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 constitute a waiver of the Board of Directors' right to exercise its authority under this section in the future with respect to any expenses.

Upon the establishment of a specific assessment under this section, the Board of Directors shall send written notice of the amount and due date of such specific assessment to the affected Owner(s) at least thirty (30) days prior to the date such specific assessment is due.

E. Other Rights and Remedies. In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the full right and authority to enforce the architectural control provisions, use restrictions and all other provisions of the Declaration and Bylaws and the rules and regulations promulgated thereunder by the imposition of reasonable monetary fines, suspension of use and voting privileges, suspension of water or other utility service provided by or through the Association, and the exercise of self-help (specifically including but not limited to the towing or booting of

vehicles that are in violation of any parking rules and regulations). Any such suspension of use and voting privileges shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association. The Association, acting through its Board of Directors, shall further have the full and complete right to exercise reasonable business judgment in the decision to pursue enforcement action in any particular case, without waiver of the Association's right to enforce the same provision at a later time under other circumstance or preclude the Association from enforcing any other covenants, restriction or rule.

16. **ABATEMENT OF VIOLATION.** Whenever there shall have been built or there exists on any Lot, any structure, building, thing or condition which is in violation of these covenants and restrictions, the Association shall have the right, but not the obligation to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Lot Owner, which expense shall be payable by such Owner to the Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof. Any assessment levied by the Association or cost incurred by the Association for purposes of performing such abatement or removal on any Lot which so becomes delinquent shall constitute a lien upon such Lot in accordance with the provisions of Section 13 above.
17. **ADDITIONAL PROPERTIES.** The Association reserves the right to burden additional property with the herein described restrictions and easements with the consent of such property owner.
18. **INVALIDATION.** The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.
19. **AMENDMENT.** This Declaration may be amended only by the agreement of Owners of Lots to which two-thirds of the votes in the Association pertain. The Secretary of the Board shall provide notice of any meeting at which there is a proposed amendment to these Restrictive Covenants and such notice must be given 30 days or more in advance of such meeting.
20. **NOTICES.** Any notice required or permitted to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the Owner to whom it is intended, at the address which such Owner shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, any equivalent electronic address furnished to the Secretary by the Owner. The date of service shall be the date of mailing. The address of the Association shall be the address of its respective registered agent on file with the Secretary of State of Georgia. The date of service shall be the date shown on the return receipt. Rejection or other refusal to accept shall be deemed to be receipt of the notice sent.

21. CERTIFICATION. The undersigned officers of the Association certify under oath that this Amended and Restated Declaration was duly adopted by the Owners of thirty (30) of the thirty-six (36) Lots in Lake Rabun Bluffs and that such consents were lawfully obtained and in accordance with the terms of the Declaration in effect prior to the date hereof.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized officers on the day and year set forth below.

Signed, sealed and delivered this
25th day of March, 2010,
in the presence of:

M Altholz
Unofficial Witness

Sworn to and subscribed before
me this 25th day of March, 2010.

Vivian K. Alexander
Notary Public
[AFFIX NOTARIAL SEAL]



**Lake Rabun Bluffs Property Owner's
Association, Inc.**, a Georgia Corporation

BY: *Andrea Altholz*
Name and Title: Andrea Altholz, President

ATTEST: *Robert A McOske*
Name and Title: Robert A McOSKE
SECRETARY
[CORPORATE SEAL]



EXHIBIT A – Articles of Incorporation
EXHIBIT B - Bylaws
EXHIBIT C – recorded plats (PB 39, Pages 54-59)