

BK 55762 PG 0741

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

Return to: NowackHoward, LLC
Resurgens Plaza, Suite 1250
945 East Paces Ferry Rd, NE
Atlanta, GA 30326
Attn: Rebecca F. Drube

18 MAR 19 PM 2:00

RICHARD ALEXANDER, CLERK

STATE OF GEORGIA
COUNTY OF GWINNETT

Instructions to Clerk:

**Cross-Reference to Deed Books set forth below
Index each signatory in Grantor Index**

**Index Brandon Acres Homeowners Association, Inc. in Grantor
and Grantee Indexes**

**The Common Property (Exhibit "B") and all Lots are located in
Land Lot 7 of the 3rd District of Gwinnett County, Georgia**

**Cross Reference: Deed Book 4733
Page 171**

**Deed Book 8402
Page 92**

**Deed Book 6965
Page 173**

**Plat Book 53
Page 263**

**Plat Book 44
Page 77**

**Plat Book 47
Page 287**

**Plat Book 48
Page 77**

**RENEWED DECLARATION OF PROTECTIVE COVENANTS
FOR BRANDON ACRES**

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**RENEWED DECLARATION OF PROTECTIVE COVENANTS
FOR BRANDON ACRES**

WHEREAS, Womack Industries, Inc. ("Declarant") developed the Brandon Acres Subdivision located in Land Lot 7 of the 3rd District, Gwinnett County, Georgia as shown on the plats recorded in Plat Book 53, Page 263, Plat Book 44, Page 77, Plat Book 47, Page 287 and Plat Book 48, Page 77, of the Gwinnett County land records (such plats being hereafter collectively referred to the "Brandon Acres Subdivision Plats"); and

WHEREAS, Declarant filed that certain set of Declaration of Protective Covenants for Brandon Acres on January 27, 1988 in Deed Book 4733, Page 171 (the "Original Declaration"), to which all Lots in the Brandon Acres subdivision were subjected; and

WHEREAS, the Declaration called for the establishment of a homeowners association, which homeowners association was established as the Brandon Acres Homeowners Association, Inc. (the "Association", incorporated on February 14, 1991 with the Georgia Secretary of State; and

WHEREAS, the Association adopted the Amended and Restated Bylaws for the Brandon Acres Homeowners Association, Inc., on January 20, 1993, which bylaws are recorded in Deed Book 8402, Page 93 of the Gwinnett County, Georgia Deed Records (the "Bylaws"), and the provisions of the Bylaws are hereby incorporated into this Declaration by reference as if fully restated herein; and

WHEREAS, via quit-claim deed dated July 15, 1991 and recorded on December 17, 1991 in Deed Book 6965, Page 173 of the Gwinnett County, Georgia land records, the Declarant transferred to the Association the Association Property described on Exhibit "B" hereto (the "Association Property"); and

WHEREAS, the Association is responsible for the maintenance and operation of the Association Property; and

WHEREAS, pursuant to Paragraph 13 of the Original Declaration, the covenants of the Declaration remained in effect for a period of twenty (20) years from the date of recording of the Original Declaration, after which time said covenants would be automatically extended for a successive period of ten (10) years; and

WHEREAS, pursuant to Paragraph 13, the covenants and restrictions of the Original Declaration will expire thirty (30) years from the date of recording of the Original Declaration, or on January 27, 2018; and

WHEREAS, the Board of Directors has determined it is in the best interest of the Association to maintain mandatory membership in the Association and to renew the other protective covenants and restrictions found in the Original Declaration, as amended, so as to maintain the character of the

subdivision, uphold property values therein and to fund continued maintenance of the Association Property; and

WHEREAS, the Board of Directors has proposed that Owners of Lots in Brandon Acres consent to re-submit their Lots to the covenants and restrictions found in the Original Declaration including the covenants for mandatory membership and obligation to pay assessments; and

WHEREAS, Lot Owners in Brandon Acres Subdivision in Gwinnett County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Renewed Declaration of Protective Covenants ("Declaration"), and do hereby subject their Lot and the Property to continuing Membership in the Brandon Acres Homeowners Association, Inc. and authorize and direct the Board of Directors to subject the Association Property, as defined in the Declaration and described in Exhibit "B" as attached hereto and incorporated herein by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Member (as defined in the Declaration) of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration and the Bylaws. Each Owner does further consent to the submission of the Common Area (as defined in the Declaration) to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 17 of the Declaration.

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" and Exhibit "B" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property,

his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling and a private garage for not more than two (2) cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing location of structure have been approved by Gwinnett County Building Department. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line. Any fence erected, placed or altered on any lot must be constructed of wood products. Minimum height of any said fence shall be four foot high with a maximum height not to exceed eight feet. No metal chain link fences will be constructed. No prefab or modular home construction permitted. All construction plans must be submitted and approved by the Board of Directors of the Association before construction may begin.

3. DWELLING, QUALITY AND SIZE. It is the intention and purpose of the covenant to insure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that generally obtainable in the immediate area. No cedar siding or like material homes will be constructed. The area of the main structure of any dwelling, exclusive of open porches and garages, shall not be less than fifteen hundred (1,500) square feet.

4. BUILDING LOCATION. No building shall be erected on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat.

5. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot as a residence either permanently or temporarily.

7. MOBILE HOMES. No mobile homes or house trailers shall be placed on any lot at any time. Also included within this covenant no recreational vehicle of any kind nor any boat may be placed on any lot on a permanent basis.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarry or mining operation of any kind shall be permitted on any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pet may be kept provided they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used and maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the governing Gwinnett County Departments. No incinerators or other equipment for the storage or disposal of any form of waste may be kept on any lot at any time.

13. TERM AND AMENDMENT. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Property perpetually to the extent provided by law; provided, however, if and to the extent that Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of the Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provisions shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least fifty-one percent (51%) of the Lots subject to this Declaration has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate such provisions; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

Notwithstanding anything to the contrary provided herein, this Declaration and all provisions herein may be amended at any time with the agreement of the members of the Association holding a majority of the total eligible vote thereof. Any such amendment shall be effective when certified by the President and Secretary of the Association and filed in the Gwinnett County, Georgia land records.

14. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages. The Brandon Acres Homeowners Association, Inc. shall have authority to enforce the provisions of this Declaration in accordance with Article IX of the Bylaws, the provisions of which are incorporated herein by reference as if fully restated.

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

16. HOMEOWNERS ASSOCIATION. As of the Effective Date of this Declaration a mandatory lot assessment fee has been established and assigned to each lot within the subdivision in accordance with the provisions of Article V of the Bylaws, the provisions of which are incorporated herein by reference as if fully restated herein. This assessment fee will be for the operation of the swim and tennis recreation area and as more fully provided in the Bylaws.

17. Preambles, Bylaws, Location, Property Description, and Plats.

The Property subject to this Declaration is located in Land Lot 7 of the 3rd District of Gwinnett County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "B" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. For purposes of property description and submission of the Owner Lots set forth herein only, the Brandon Acres Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein. However, this Declaration shall not be limited by the Brandon Acres Subdivision Plats and in case of any conflict between this Declaration and the Brandon Acres Subdivision Plats, this Declaration shall control. The Bylaws and the preambles to this Declaration are incorporated herein by this reference.

The Association Property owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

18. Effective Date.

This Declaration shall not be effective until and unless:

- (a) at least sixty (60) Lot Owners have executed this Declaration; and
- (b) this Declaration and the signature pages attached hereto have been recorded in the Gwinnett County, Georgia land records; and
- (c) two (2) Association officers have executed the final page hereof certifying that, to the best of their knowledge, the minimum number of signatures to this Declaration have been obtained.

Submission of additional Lots may be accomplished by the recording of a consent form at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "C" and incorporated herein by this reference.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Renewed Declaration of Protective Covenants for Brandon Acres Subdivision and certify that, to the best of their knowledge, the minimum number of required signatures to this Declaration have been obtained and any required notices were duly given.

This 26 day of January, 2018.

BRANDON ACRES HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me this 26 day of January, 2018.

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

