

For Use See DBK 9175 Pg. 234, 235, 236

For Ref. See DBK 9175 Pg. 237, 239, 241, 243

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 212 of the 1st District, Second Section, Cobb County, Georgia, and being a tract of land designated as "Recreation Area" on plat of Unit One, Section Two, Forest Brook Subdivision, as per plat thereof prepared by Watts & Browning - Engineers, dated May 15, 1974, recorded in Plat Book 61, Page 131, Cobb County, Georgia, Records, and being more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Forest Brook Parkway (50 foot right-of-way) located 397.60 feet northeasterly of the intersection formed by the northeasterly right-of-way line of Mill Run Way (50 foot right-of-way) and the southerly right-of-way line of Forest Brook Parkway and being measured along the southerly right-of-way line of Forest Brook Parkway, and following the curvature thereof, said point of BEGINNING also being the northwesterly corner of Lot 20, Block B, of said Unit, Section, and Subdivision; thence easterly, southeasterly, and southerly and following the curvature of the southerly right-of-way line of Forest Brook Parkway 512 feet to the northeasterly corner of Lot 23, Block B, said Unit, Section and Subdivision; thence westerly along the northerly lot line of Lot 23, Block B, 169.7 feet to a point, which point is the northwesterly corner of Lot 23, Block B; thence northwesterly along the northeasterly lot line of Lot 20, Block B, 126 feet to a point on the northeasterly lot line of Lot 20, Block B; thence northwesterly (more northerly) along the northeasterly lot line of Lot 20, Block B, 115 feet to the POINT OF BEGINNING.

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities, a copy of which is attached hereto as Exhibit "B", and it is expressly understood and agreed between the parties hereto that no owner of any real property lying and being in Forest Brook Subdivision, Cobb County, Georgia, shall be subjected to the terms and provisions of said Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities without first expressly executing a Subordination Agreement subjecting said real property to the Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities.

je

APR 11 2013 P144,145

2026

See Subdivision See BK 2130 2130 2130 2130
Subdivision agreements See BK 2130 2130 2130 2130
For 1st amend to Declaration of Covenants see, Deed BK 716303 92
71 " 88

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOREST BROOK RECREATION FACILITIES

HYATT & RHOADS

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

EXHIBIT B

To Warranty Deed
577

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOREST BROOK RECREATION FACILITIES

This Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities and any lot or parcel subordinated to this Declaration is made this ____ day of _____, 1979, by Forest Brook Homeowners Association Inc. hereinafter referred to as "Declarant."

W I T N E S S E T H :

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant desires to subject said property to the provisions of this Declaration and to create on the property a flexible and reasonable method for the administration and maintenance of such property.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A," any additional property as may by subsequent amendment be added to and subjected to this Declaration and any lot or parcel of property expressly subordinated to this Declaration in the manner provided herein 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 submitted or subordinated to this Declaration and which shall be binding on all parties

2026

having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Forest Brook Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and any lot or parcel of property subordinated to this Declaration by express written instrument in a form substantially similar to that attached hereto as Exhibit B.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot or parcel which is part of the Properties by having been subordinated to this Declaration as provided herein but excluding any party holding the fee simple title merely as security for the performance of an obligation.

Section 4. "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. The Common Area to be owned by the Association at the time of conveyance of the first Lot is that tract or parcel of land shown on that plat recorded in Book _____, at Page _____, of Cobb County, Georgia.



Section 5. "Lot" shall mean a portion of the Properties intended for any type of independent ownership and use as may be set out in this Declaration, and subject thereto.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

(b) The right of the Association to suspend the voting rights and right to use of the facilities of an Owner for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(c) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for

the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner, or the holder of any mortgage, irrespective of when executed, given by any Owner encumbering his or her Lot.

(d) The right of the Association to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by at least a majority of the votes which the members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for



his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Use of Common Area. No fences, hedges, or walls shall be erected or maintained upon the Common Area except as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the owners of the Lots are hereby prohibited and restricted from using any of the Common Property except as may be allowed by the Association's Board of Directors as expressly provided herein. 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. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, and the facilities located thereon. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to their rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, canceled or modified by the Board or in a regular or special meeting by the vote of members holding a majority of the total votes in the Association.

2020
ARTICLE 111

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting. The Association shall have one class of membership. Members shall be entitled to one 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 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

MAINTENANCE

Section 1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Common Area.

(b) In the event that the Board of Directors of the Association determines 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, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event, 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 Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have fifteen (15) days within which to 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 or in the event the Association deems

2026

the matter an emergency, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall 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, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a \$500,000 any one person/\$1,000,000 limit (per occurrence) as respects bodily injury and a \$50,000 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least 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 each of the Owners. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the Georgia and holding a rating of XI or better in the financial category as established by Best's Insurance Reports if such company is available and, if not available, the best rating possible or its equivalent rating.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Common Area obtained by the Association shall be vested in the Association's Board of Directors.

(c) The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area.

Section 2. No Partition. There shall be no judicial partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Common Area or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration.

Section 3. 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 shall be retained by and for the benefit of the Association and placed in a capital improvements account.

(b) If it is determined as provided for in paragraph 4 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property 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. Repair 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 with the Common Area having the same vertical and horizontal boundaries and location as before; construction or

reconstruction shall be in substantial conformity with that which existed prior to the damage or destruction.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of 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.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. 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 may, as provided in Article VIII, Section 4, levy a special assessment against all Owners in sufficient amounts to provide funds to pay

2026

such excess cost of repair or reconstruction. 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 in the Association's capital improvements account.

ARTICLE VI
CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. 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 at least seventy-five (75%) percent of the 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 therefor, 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 V 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 funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed pro-rata to the Association's members.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

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, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom

or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. 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.

Section 3. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include the imposition of reasonable monetary fines.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably 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.

ARTICLE VIII

ASSESSMENTS

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of residences, and maintaining the Common Area, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with interest at the highest rate allowable under the laws of the State of Georgia from time to time relating to usury for residential real estate, 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. Each such assessment, together with interest, cost 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 fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be

jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. 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; unless otherwise provided by the Board, the assessments shall be payable annually. Provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings.

Section 3. Limitation on Assessments and Computation.

Assessments under this Article VIII shall be limited to the Owner's pro-rata share of the taxes on the common property, the actual cost of providing insurance in the common property in accordance with Article V of this Declaration, and the actual cost of providing maintenance of the grounds of the common areas. All remaining expenses for the administration and maintenance of the common properties shall be paid from admission and other fees charged to those Owners and others actually using the Recreational Facilities or the Common Area. No portion of such remaining expenses shall be includable as any part of the assessments under this Article VIII. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to make available to all members copies of the year's current tax bill for the common areas, the bill for the immediately previous year's insurance for the



common property, and the itemized invoices for the immediately previous year's maintenance of the grounds of the common area. The total of those three items shall constitute the assessment for the following year, and shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one (51%) percent of the total Association membership. Disapproval shall be permitted only to the extent the invoices in question do not accurately reflect the actual costs of the above items. Notwithstanding the foregoing, however, in the event 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, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of eighty (80%) percent of the Owners. Owners voting against such assessment, either in person or by proxy shall be exempt from payment of such assessments under this Section 4. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized

under paragraphs 2 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and no meeting shall be held with less than one-fourth (1/4) of the members constituting a quorum.

Section 6. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

- (a) tax liens in favor of any governmental entity; and
- (b) all sums unpaid on a first mortgage of record.

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

Section 7. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment not be paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board shall determine institute suit to collect such amounts and to foreclose its lien. Each Owner, by execution of an agreement subordinating his or her Lot to this Declaration, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for

2626

the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his or her Lot.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Declarant, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

ARTICLE XI

USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Common Area shall be used only for those uses and purposes set out in this Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the common areas, provided that copies of all such rules and regulations be furnished to all owners. For violation of this Declaration, the By-Laws or any rules and regulations duly

adopted hereunder, the Board shall have the power to suspend an owner's right to use the common areas and the owner's right to vote. Such suspension may be for the duration of the infraction and for an additional period thereafter not to exceed 30 days. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

Section 2. Procedure. The Board shall not suspend voting or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is

subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
- (iv) The proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and

regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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 3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Jimmy Carter President of the United States.

Section 4. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than two-thirds of the owners. Any amendment must be properly recorded in the public records of Cobb County, Georgia.

Section 5. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability or officers' and directors' liability insurance to fund this obligation.

IN WITNESS WHEREOF, the undersigned Declarant has
executed this Declaration under seal, this 18 day of
June, 1979.

FOREST BROOK HOMEOWNERS
ASSOCIATION, INC.

By: Nancy W. Marlowe
President

Attest: Jean J. Brown
Secretary

Signed, sealed and delivered
before me, this 18th day of
June, 1979.

Terri Strickland
WITNESS

Wela J. Yaff
NOTARY PUBLIC
Notary Public for the State of Oregon
My Commission Expires Sept. 12, 1982



2026

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 212 of the 1st District, Second Section, Cobb County, Georgia, and being a tract of land designated as "Recreation Area" on plat of Unit One, Section Two, Forest Brook Subdivision, as per plat thereof prepared by Watts & Browning - Engineers, dated May 15, 1974, recorded in Plat Book 61, Page 131, Cobb County, Georgia, Records, and being more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Forest Brook Parkway (50 foot right-of-way) located 397.60 feet northeasterly of the intersection formed by the northeasterly right-of-way line of Mill Run Way (50 foot right-of-way) and the southerly right-of-way line of Forest Brook Parkway and being measured along the southerly right-of-way line of Forest Brook Parkway, and following the curvature thereof, said point of BEGINNING also being the northwesterly corner of Lot 20, Block B, of said Unit, Section, and Subdivision; thence easterly, southeasterly, and southerly and following the curvature of the southerly right-of-way line of Forest Brook Parkway 512 feet to the northeasterly corner of Lot 23, Block B, said Unit, Section and Subdivision; thence westerly along the northerly lot line of Lot 23, Block B, 169.7 feet to a point, which point is the northwesterly corner of Lot 23, Block B; thence northwesterly along the northeasterly lot line of Lot 20, Block B, 126 feet to a point on the northeasterly lot line of Lot 20, Block B; thence northwesterly (more northerly) along the northeasterly lot line of Lot 20, Block B, 115 feet to the POINT OF BEGINNING.

SUBORDINATION AGREEMENT

This is an Agreement, dated this _____ day of _____, 197____ between _____ (Owner) and The Forest Brook Homeowners Association, Inc. (The Association).

1. By virtue of a Warranty Deed dated _____, 197____, recorded in Deed Book _____ Page _____ of the land records of Cobb County, Georgia, (The Deed) Owner is the record owner of Lot _____, Unit _____, Section _____ of Forest Brook Subdivision (The Lot). Forest Brook is located in Land Lots 159, 212 and 225 of the First District Second Section of Cobb County, Georgia.

2. The Association is the owner of the certain property, including the area marked "recreation area" on the plat of Forest Brook Subdivision, filed for record in the land records of Cobb County, Georgia. Said property is more particularly described in a Warranty Deed dated _____, 1979, and recorded in Deed Book _____, Page _____ in the land records of Cobb County, Georgia.

3. Owner desires to join with other lot owners at Forest Brook to provide for the maintenance and care of the property owned by the Association in order to assure that such property continues to be maintained in such a manner as to enhance the value of The Lot.

4. Owner, therefore, in consideration of the contemporaneous execution of counterparts of this Subordination Agreement by other lot owners at Forest Brook, and for other good and valuable consideration, receipt of which is now acknowledged, subordinates and expressly subjects The Lot to the covenants and obligations contained in that Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities filed for record in Deed Book _____ pages _____ through _____ of the land records of Cobb County, Georgia, as if such Declaration were specifically incorporated in The Deed and as it may be amended. This Agreement is intended to run with The Lot, and to bind all successors in title to Owner.

Sworn to and subscribed
before me this _____ day
of _____, 1979.

OWNER

WITNESS

NOTARY PUBLIC

Sworn to and subscribed
before me this _____ day
of _____, 1979.

OWNER

WITNESS

NOTARY PUBLIC

Sworn to and subscribed
before me this _____ day
of _____, 1979.

FOREST BROOK HOMEOWNERS
ASSOCIATION, INC.

WITNESS

BY: _____
President

NOTARY PUBLIC

ATTEST: _____
Secretary

5700

FILED AND RECORDED

93 FEB 22 PM 2:00

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

CROSS REFERENCE TO DEED BOOK
2026, PAGE 577 PUBLIC RECORDS
OF COBB COUNTY, GEORGIA AND
EACH OF THE SUBORDINATION
AGREEMENTS INDICATED ON THE
SIGNATURE PAGE BELOW.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOREST BROOK RECREATION FACILITIES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FOREST BROOK RECREATION FACILITIES ("First
Amendment") is made this 20 day of April, 1992, by
Forest Brook Homeowners Association Inc. (hereinafter referred to
as "Declarant") and approved by each of the undersigned Owners
(as defined in Section 3 of Article I of the Declaration (the
term "Declaration" is defined below) and hereafter referred to as
the "Owners".)

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property
described in Exhibit "A" attached hereto and incorporated herein
by reference (the "Property"); and

WHEREAS, Declarant by execution and recordation of that
certain Declaration of Covenants, Conditions and Restrictions for
Forest Brook Recreation Facilities (the "Declaration") filed for
record in Deed Book 2026, pages 577 through 604 of the land

BK7163PG0092

records of Cobb County, Georgia, provided for the maintenance and care of the Property owned by Declarant; and

WHEREAS, Declarant desires to amend the terms of the Declaration in accordance with provisions hereinafter set forth; and

WHEREAS, each of the Owners signed below wishes to approve of this First Amendment by signing in the places indicated below.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged Declarant hereby amends the terms of the Declaration follows:

1. Amendment to Declaration. The Declaration is hereby amended by deleting the first three (3) grammatical sentences of Article VIII, Section 3 of the Declaration in their entirety and inserting the following in lieu thereof:

Assessments under this Article VIII shall be limited to:

(i) Any initiation fee charged by Forest Brook Homeowner's Association, Inc., its successors and assigns;

(ii) Each Owner's pro-rata share of the following:

(a) Taxes assessed against the Common Area and Recreational Facilities;

(b) The actual cost of providing insurance for the Common Area and Recreational Facilities;

(c) The actual cost of maintaining the grounds of the Common Area and Recreational Facilities; and

(d) The actual cost of administering, maintaining, and providing recreational services and facilities within the Common Areas and the Recreation Area.

(iii) Each Owner's pro-rata share of any reserve or sinking fund established by the Association to cover the future expense of any item listed in subparagraphs (i) and (ii) above.

2. Applicability of Amendments. This Amendment shall not apply to any Lot (as defined in Section 5, Article I of the Declaration) for as long as the person(s) or entity(ies) who, as of the Effective Date, is/are the Owner of such Lot remain the exclusive Owner of such Lot but, thereafter, this Amendment shall be of full force effect with respect to such Lot and the Owner thereof.

3. Effective Date. This First Amendment to Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities shall be effective as of the day and year first above written (the "Effective Date").

4. Ratification. Except as herein modified and amended, all of the terms and conditions of the Declaration are hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Forest Brook Recreation Facilities on the date and year first above written.

DECLARANT:

FOREST BROOK HOMEOWNERS ASSOCIATION, INC.

The Owners as of the Effective Date

By: Benny A. Rich
President



Attest: Heidi Frey
Secretary

Signed, sealed and delivered before me, this 31 day of December, 1992.

James A. Foy
Witness

Maria Jones
Notary Public



We, the undersigned Owners, pursuant to Section 4, Article XII of the Declaration, hereby ratify and consent to this First Amendment as of the date and year first written above.

Signed, sealed and delivered before me, this ___ day of _____, 1992.

Witness

Notary Public

OWNER:

Lot No. _____

Subordination Agreement
Recorded at Deed Book _____,
Page ___ of the land records
of Cobb County, Georgia

[Signatures Continued on Following Page]

Signed, sealed and delivered before me, this 20 day of APRIL, 1992.

George Rich
Witness

Merna Jones N.P. SEAL
Notary Public

Signed, sealed and delivered before me, this 20 day of APRIL, 1992.

George Rich
Witness

Merna Jones N.P. SEAL
Notary Public

Signed, sealed and delivered before me, this 20 day of APRIL, 1992.

George Rich
Witness

Merna Jones N.P. SEAL
Notary Public

Signed, sealed and delivered before me, this 20 day of APRIL, 1992.

George Rich
Witness

Merna Jones N.P. SEAL
Notary Public

OWNER: MARGARET S O'Neill
536A FOREST BROOK DRWAY.

Margaret S O'Neill
Lot No. A-7

Subordination Agreement
Recorded at Deed Book _____,
Page _____ of the land records
of Cobb County, Georgia

OWNER: Douglas J. & Valerie A
Douglas J. Mabersin 5340 FOREST BRUSH
Valerie Mabersin PARKWAY

Douglas J. Mabersin
Lot No. B-24

Subordination Agreement
Recorded at Deed Book _____,
Page _____ of the land records
of Cobb County, Georgia

OWNER: JAMES F TURNER
5287 FOREST BROOK PARKWAY
MARIETTA GA 30068
J Turner

J Turner
Lot No. A15

Subordination Agreement
Recorded at Deed Book _____,
Page _____ of the land records
of Cobb County, Georgia

OWNER:
MARION GOREN
1156 FOREST BROOK CT.

Marion Goren
Lot No. F-39

Subordination Agreement
Recorded at Deed Book _____,
Page _____ of the land records
of Cobb County, Georgia

[Signatures Continued on Following Page]

EXHIBIT "A"

All that tract or parcel of Land lying and being in Land Lot 212 of the 1st District, Second Section, Cobb County, Georgia, and being a tract of Land designated as "Recreation Area" on plat of Unit One, Section Two, Forest Brook Subdivision, as per plat thereof prepared by Watts & Browning - Engineers, dated May 15, 1974, recorded in Plat Book 61, Page 131, Cobb County, Georgia, Records, and being more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Forest Brook Parkway (50 foot right-of-way) located 397.60 feet northeasterly of the intersection formed by the northeasterly right-of-way line of Mill Run Way (50 foot right-of-way) and the southerly right-of-way line of Forest Brook Parkway and being measured along the southerly right-of-way line of Forest Brook Parkway, and following the curvature thereof, said point of BEGINNING also being the northwesterly corner of Lot 20, Block B, of said Unit, Section, and Subdivision; thence easterly, southeasterly, and southerly and following the curvature of the southerly right-of-way line of Forest Brook Parkway 512 feet to the northeasterly corner of Lot 23, Block B, said Unit, Section and Subdivision; thence westerly along the northerly lot line of Lot 23, Block B, 169.7 feet to a point, which point is the northwesterly corner of Lot 23, Block B; thence northwesterly along the northeasterly lot line of Lot 20, Block B, 126 feet to a point on the northeasterly lot line of Lot 20, Block B; thence northwesterly (more northerly) along the northeasterly lot line of Lot 20, Block B, 115 feet to the POINT OF BEGINNING.

BK7163PG0118