

# Common Interest Communities

- Home Owner's Associations

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRADFORD MANOR SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by **OAKBROOK COMMUNITIES, LLC**, a Georgia Limited Liability Company(hereinafter referred to as "Declarant").

**WITNESSETH**

WHEREAS, Declarant is the owner of certain real property lying and being in Land Lot 1 of the 2nd Land District of Gwinnett County, Georgia, being more particularly described as that parcel known as Bradford Manor Subdivision and being recorded in Plat Book 88, Page 151, Gwinnett County Records, which Plat is incorporated herein and made a part hereof by reference; and

WHEREAS, Declarant intends to develop on lands, including the real property described above, a development to be known as Bradford Manor Subdivision (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall subject said parties to all limitations herein provided, and inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

**047049**

## COMMON PROPERTY

### 2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Conditions and Restrictions, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and natural area preservation and for general recreational use. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of Section 2.01, the Declarant may convey to the Association such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(c) and 3.06.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:



(a) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(c) suspend, pursuant to Section 3.06, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(d) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of the Restrictions.

(h) to sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of members.

**BYLAWS OF  
FAITH HOLLOW HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the Association is **FAITH HOLLOW HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board of Directors of the Association (the "Board")) shall be located at P.O. Box 670, Loganville, Georgia 30052, and meetings of Members and directors may be held at such other places within the State of Georgia, as may be designated by the Board.

**ARTICLE II  
DEFINITIONS**

Unless otherwise set forth herein, the terms used in these Bylaws shall have the same meanings ascribed to such terms as set forth in the Declaration of Covenants, Restrictions, and Easements for Faith Hollow dated as of September 23, 2005 (the "Declaration"), which has been executed by Hope Hollow Development, LLC with respect to a community known as FAITH HOLLOW, and is to be executed by duly authorized officers of the Association, and is to be filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, as such Declaration may be amended from time to time, and which Declaration is incorporated herein by this reference.

**ARTICLE III  
MEETINGS**

3.1 **Annual Meetings of Members:** The regular annual meeting of the Members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia, as shall be designated in the call of meetings pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the Second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Members shall, at such annual meeting, elect a Board for the ensuing year, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting.

3.2 **Special Meeting of Members:** Special meetings of Members shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) Directors or by twenty-five (25%) percent of the Class A Membership.

# Common Interest Communities

- Home Owner's Associations
- Condominiums

## ***Hidden Harbour Estates, Inc. v. Norman***

- Declaration of Condominium, to operate a 202 unit Hidden Harbour
- Article 3.3(f) – association shall have the power “to make and amend reasonable rules and regulations respecting the use of the condominium property.”
- Common areas – including club house



# Hidden Harbour Estates, Inc. v. Norman





## ***Hidden Harbour Estates, Inc. v. Norman***

- Association, by 126 to 63 vote, adopts rule prohibiting the use of alcoholic beverages in club house and adjacent areas
- Already has:
  - No sale may be effectuated without approval
  - No minors may be permanent residents
  - No pets allowed
- “no untoward incidents in the club house during social events”

## *Hidden Harbour Estates, Inc. v. Norman*

- Reasonable?
  - Reasonable in light of what?
  - How high/low is the reasonable standard?
- Matter if original declaration of condominium v. promulgated by association after creation?
  - Original valid even if unreasonable unless they are illegal, unconstitutional, or against public policy
  - House rules and their enforcement are subject to a reasonableness standard