

Deerbrook Resident Information

2024



Deerbrook Homeowners Association

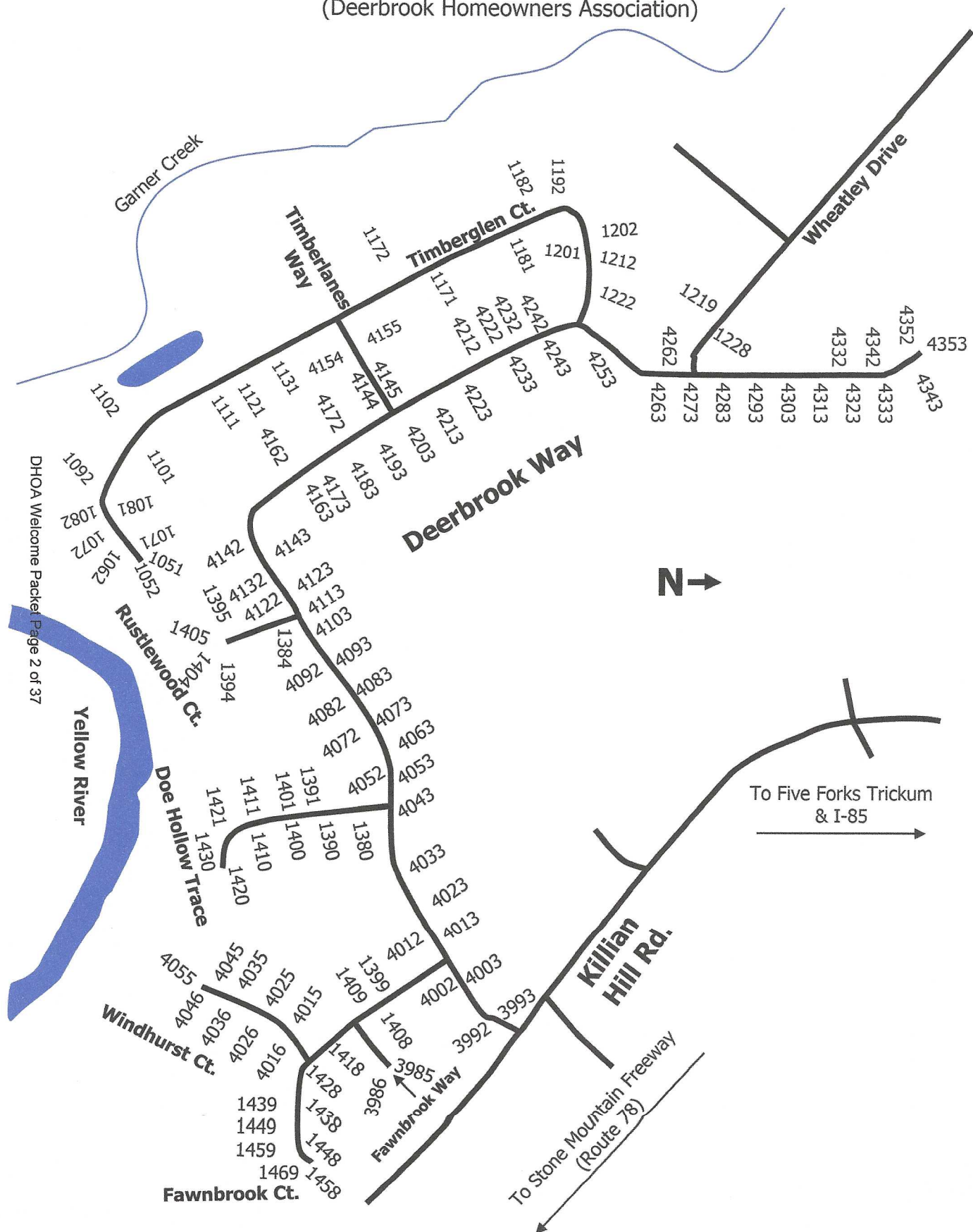
Email: mail@deerbrookhoa.org

Website: www.deerbrookhoa.org

Deerbrook entry photo credit: Tom Heinze

Deerbrook Subdivision

(Deerbrook Homeowners Association)



Basic Information about Deerbrook

Neighborhood

Deerbrook is a lovely community of 98 homes built in 1980 and 1981. We are all single-family homes on approximately half-acre lots situated on curved streets and rolling hills, landscaped by old hardwoods and many species of native vegetation. We are buffered by the Yellow River and its adjoining flood plains on the south, where various forms of wildlife such as rabbits, turtles, hummingbirds, birds of prey, and deer also make their home. Many homeowners have lovely annual and perennial beds that enhance that natural effect as well as show seasonal color for which Georgia is famous.

Covenants

The Deerbrook covenants are a list of rules that apply to property appearance and are **REQUIRED** to be followed whether or not the resident is a member of the HOA. When the neighborhood was built covenants were set to expire in 20 years. In 2003 all but 9 homeowners signed the updated covenants, binding all future homeowners until 2043. The purpose of the covenants is to help protect property value by ensuring all homeowners keep up their property at an agreed standard. They are an implicit contract granting any homeowner the standing to sue another who does not follow the contract. Gwinnett County also has a "Clean and Beautiful" campaign, along with a property maintenance ordinance to help protect its communities.

See the Declaration of Covenants for Deerbrook in the welcome packet.

Overview of Deerbrook Homeowners Association (DHOA)

Deerbrook's is a voluntary HOA. The purpose of DHOA is to protect, preserve, and enhance the property values; to promote integrity and good faith and friendly relations amongst its members; to prevent or address controversies; and to represent the community in the consideration and decisions of public policy in municipal, county, and state affairs.

Membership is at the cost of \$60 per year per household and can be paid by the homeowner or the resident. The primary use of these funds is to pay for landscaping and lighting at the front entrance off Killian Hill. When funds are available, DHOA also sponsors other events for residents, depending on what volunteers want and wish to organize. During the warmer months we may have neighborhood-wide garage sales, which are hugely popular. As winter sets in, we may have a special evening in which we set out luminaries to line our streets. We sometimes have a holiday cookie swap or another activity. Some years we've had parties with visits from Santa and carolers.

DHOA helps to monitor for Covenant violations and remind residents of their Covenant agreements. If you notice someone has a maintenance problem or an eyesore in the neighborhood, you can call or email your volunteer DHOA Board for ideas or help. If there are issues with property maintenance or other problems, residents and board members alike can call on Gwinnett County to enforce the property maintenance ordinances and other county regulations if needed.

Logistics of DHOA

There are 2 neighborhood association meetings per year in May and October. The meetings are announced via flyers, Facebook and web pages. Members vote on the use of the membership funds at each meeting. DHOA officers and board members are nominated and elected by the membership present at the May meeting. DHOA board members are unpaid volunteers who meet approximately every 6 weeks throughout the year. They arrange for the upkeep of the frontage, pay the website and domain name costs, keep up the not-for-profit designation, post information in paper flyers, signs, and online, keep this welcome packet current, and plan neighborhood activities. With 10 board positions, we are always looking for new residents who want to be active on the board.

Even if you don't want to serve on the DHOA Board, there are many jobs, small and large, that you can do for your neighborhood. Remember, everyone makes a difference. If you'd like to sign up for something, call any Board member or email us. We'd love to have you.

HOA Dues

Dues were increased from \$35 to \$40 in 2003 and to \$60 in 2007. This rate increase resulted from the increase in the cost of upkeep to the Killian Hill frontage.

Dues are collected in December for the following year. They may be mailed or presented at the home of the Secretary. Payment may also be made via Zelle or PayPal.

Timber Glen Neighborhood

You may see from the map that Timber Glen is a neighborhood accessible only by going through some part of Deerbrook. Timber Glen, a cluster of 23 homes, was built after Deerbrook. In May 2004, the Deerbrook HOA voted to amend the bylaws to allow Timber Glen residents to join as associate members for the same yearly dues. They are can contribute to the neighborhood by paying dues, join in neighborhood activities and meetings (although they cannot vote) and receive paper notification of meetings. Since then, we've had a position on the board for a Timber Glen representative as well.

If you have any questions or would like to participate further, please visit our Facebook page, our Instagram page, or our Web site at www.DeerbrookHOA.org. contact any officer or email us at Mail@DeerbrookHOA.org.

Sincerely,
Your Deerbrook Homeowners Association

BYLAWS OF THE DEERBROOK HOMEOWNERS ASSOCIATION
AS APPROVED MAY 3, 2004

ARTICLE 1 -NAME

This association shall be known as the "Deerbrook Homeowners Association" and may be referred to as DHOA.

ARTICLE II - OBJECTIVES

The objectives of this Association shall be to protect, preserve, and enhance the property values; to promote integrity and good faith and friendly relations amongst its members; to prevent or adjust controversies; and to represent the community in the consideration and decisions of public policy in municipal, county, and state affairs.

ARTICLE III - MEMBERSHIP

The membership in the Association shall be made up of the following classes: A.) Full Resident Membership, B.) Associate Membership.

Full Resident membership in the Association is limited to those men and women, 18 years of age or older, residing within the compounds of this area designated as that served by this Association and known as Deerbrook.

Associate membership in the Association is limited to those men and women who own real property within said compounds but who are not residents therein. Associate members shall have no voting privileges nor be eligible to hold office. Homeowners in the Timberlanes/Timber Glen area may also be Associate members and participate in DHOA activities if they choose to pay dues.

ARTICLE IV - VOTING

Each and every individual premises, property and/or dwelling thereon shall be limited to ONE VOTE regardless and irrespective of the number of members or family units who reside thereon or therein; to the end that the number of eligible votes shall not exceed the number of individual plots or parcels of ground into which the said area is subdivided and on which are erected the homes in which the members reside; the above described classification shall be hereinafter referred to as a "VOTING UNIT." This limitation shall apply in each and every instance or occasion where voting is required or necessary. Only a person over 18 years of age may represent a Voting Unit at any meeting.

When a special meeting has been called and the specific agenda has been published as required, a proxy vote or absentee ballot may be accepted concerning the specific topic(s) under discussion. Thus an absentee ballot will be attached to any flyer announcing a special meeting. It will be turned in to the presiding officer in advance of the meeting.

ARTICLE V - FISCAL YEAR

The fiscal year of this Association shall begin on the first day of January and end on the last day of December of the same calendar year. Hereinafter, all references to the Association's year will imply the fiscal year.

The Association will hold two regularly scheduled meetings annually. Special meetings may be called under regulations later described.

ARTICLE VI - DUES

The dues of this Association shall be an amount set by the voting members at a General Membership meeting, currently \$40 per household annually for each and every voting unit. If any voting unit shall remain delinquent in the payment of said dues for more than thirty (30) days from the due date, which shall be the first day of the Association's fiscal year (January 1), all of the members who comprise said voting unit shall be stricken from the membership rolls without the right to hold office or vote. Such Voting Units may be reinstated at any time in the future by payment of the full year's dues.

ARTICLE VII - OFFICERS

The officers of this Association shall be President, Vice President, Secretary and Treasurer.

All elected officers shall hold office for a term of one (1) year, and in no event shall any officer serve more than two (2) consecutive terms in the same office.

ARTICLE VIII - EXECUTIVE COMMITTEE

The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer and up to six (6) elected voting members, all to be elected at the same time. All Executive Committee members shall serve a term of one year. Executive Committee members may be composed of voting household members of the same family because all votes require a quorum.

ARTICLE IX - MEETINGS

Meetings of the Association shall be held in May and October, at a time and place designated by the Executive Committee. The President or other presiding officer may cancel any meeting if circumstances so warrant.

Twenty percent (20%) of the eligible Voting Units shall constitute a quorum. Special meetings may be called by the President when deemed necessary or upon written request of any five Voting Units of the Association. Written notices of all special meetings shall be distributed to all of the Voting Units, together with the purpose of such meetings at least seven (7) days prior to the time of such special meetings, and such special meetings shall be limited in scope to the particular purpose(s) set out in the written notices.

The Executive Committee shall meet when deemed necessary by at least four (4) members of the Executive Committee.

ARTICLE X - ELECTION

The election of the officers and other Executive Committee members shall be held at the May meeting of the Association. The President shall appoint a Nominating Committee one month prior to the Association meeting to prepare a slate of nominees. Additionally, nominations may be made from the floor by members of the Association. If no nominations are made from the floor, the proposed slate compiled by the Nominating Committee will be voted on as a whole.

In the event that any officer or Executive Committee member can not fulfill his or her obligations of office, the Executive Committee shall select a member to complete the balance of the term. The Vice President shall automatically become "President Pro-Tem" in the event that the president cannot fulfill the term. The newly selected member shall become a non-officer but member of the Executive Committee. The position of Vice President shall be appointed by the President Pro-Tem from the existing Executive Committee members.

ARTICLE XI - DUTIES OF OFFICERS

The President shall preside at all general meetings of the Association and Executive Committee and shall have the power to appoint all committees, shall be able to call special meetings, shall draft and sign all correspondence under the name of the Association.

The Vice President shall assist the President in the performance of duties, preside in the President's absence, and succeed to the office of President in the event that the President can not complete his or her term, or is otherwise temporarily unavailable.

The Secretary shall be responsible for the performance of all the usual duties pertaining to the office of Secretary, including the permanent recording of minutes of each regular and Executive committee meeting and to be read at each of the following corresponding meetings. The Secretary shall be responsible for typing all correspondence of the Association and Executive Committee, arrange for the preparation and mailing of all notices, maintain and distribute an annual roster of membership, and otherwise assume any other duties of Secretary. The Secretary shall also maintain a list of all homes that are under covenants, which ones are under covenants with waivers, and which homes are not under covenants. It may be necessary to update the list as more homeowners sign onto the covenant agreements.

The Treasurer shall receive the dues and all monies belonging to the Association, shall keep the funds of the Association in a bank protected by the Federal Reserve Deposit Insurance Corp., shall keep accurate records of all money transactions of the Association and submit statements of the financial status of the Association at regular general meetings, shall submit the books and records to an annual audit of the new and old Executive Committees at the time of transfer of duties. In addition, the books and records shall be subject to the audit of the Executive Committee or an independent outside auditor upon vote of the majority of the members.

The outgoing Treasurer shall validate with the bank the signatures of those officers authorized to countersign checks by the first day of the fiscal year. (Authorized signatures will be outlined in Article XII.)

The Executive Committee shall constitute the executive body of the Association and shall exercise general supervision over the interests of the Association. The Executive Committee shall also be the final authority for the interpretation of these Bylaws in light of any action taken or contemplated by the Association.

The Executive Committee shall have the right at all times to examine any and all records of the Association.

Article XII - APPROPRIATIONS AND EXPENDITURES

The Association shall make available to the Treasurer a petty cash sum of \$100 for miscellaneous expenditures connected with the Association. This fund shall be replenished after a written accounting. Any appropriations or expenditures shall be submitted to the Executive Committee prior to purchase, for authorization. Any expenditure over \$500.00 requires approval of the majority of Voting Units present at a General Meeting or Special Meeting called for the purpose of such approval. The Treasurer shall draft a budget for the upcoming year and present it at General Meetings for approval by DHOA members. In general, there will be allowed a 20% variance for unexpected overruns.

The persons authorized to sign such checks will be the President, Vice President and Treasurer. Financial records are open and can be reviewed by any DHOA member by setting up a mutually convenient appointment with the Treasurer.

ARTICLE XIII - ORDER OF BUSINESS

Order of business for regular meetings of the Association shall be as follows:

- 1) Read minutes of previous meeting.
- 2) Treasurer's report.
- 3) Special Committee reports.
- 4) Unfinished business.
- 5) New business.
- 6) Suggestions for the good of the Association.
- 7) Adjournment.

ARTICLE XIV - PARLIAMENTARY AUTHORITY

The rules contained in the ROBERT'S RULES OF ORDER, most recent Revised Edition, shall govern the conduct of the meetings.

ARTICLE XV - IMPEACHMENT

If any officer or member of the Executive Committee shall be absent from any two (2) successive meetings without just cause or reason, either the Executive Committee or members may institute proceedings to impeach said person. Impeachment shall constitute a vote of the majority of Voting Units present.

ARTICLE XVI - AMENDMENTS

These Bylaws may only be modified, amended or altered by a two thirds (2/3) vote of the Voting Units present at any regular meeting of the Association or at a special meeting called for this purpose, provided however, that in any event, prior notice in writing shall be distributed to the members and/or Voting Units of any proposed modification, alteration, or amendment to the Bylaws giving the substance of such proposed modification, alteration or amendment.

ARTICLE XVII - INDEMNIFICATION AGREEMENT

The Association shall indemnify and hold harmless any person, who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is or was a director, committee member or officer of the Association, against

expenses (including attorney's fees) judgments, fines, and amounts paid in the settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful.

Any such indemnification, however, shall be made by the Association only as authorized in the specific case upon determination that indemnification of the person is proper in the circumstances because he/she has met the applicable standard of conduct set forth hereinabove. Such determination shall be made (1) by the Executive Committee members who were not parties to such action, suit or proceeding; or (2) by the affirmative vote of a majority of the members of the Association entitled to vote; or (3) by a firm of independent legal counsel then employed by the Association, in a written opinion.

ARTICLE XVIII - COVENANTS

All homeowners are compelled by virtue of the ownership of their property to observe the covenants of Phases I & II of the Deerbrook Subdivision until these expire in 2003 and 2005, respectively. (See Appendix I - Covenants, Deerbrook Phase I). All homes whose owners signed onto the 2003 covenants are held to the 2003 covenants (with negotiated waivers, in some cases) after the expiration of the aforementioned original covenants. Covenants may be invoked by individual homeowners, by the DHOA Executive Committee, or by their designees if an Architectural Control Committee is given this function. For homes not under covenants, Gwinnett County Property Maintenance Laws and other local ordinances may be used, in that Board Members or other residents may report problem situations to the County for enforcement. This measure may also be used for homes under covenants if the home is in violation of any local ordinance.

Addenda to Bylaws, Summarized as of 2019:

Privacy Policy (see separate detail) passed in 2005 and updated in 2008 by the General Membership.

Dues for household membership increased to \$60 per year per household in May 2006.

Quorum for General Meetings changed to 20% in May 2004

Update submitted by Patricia Yeargin May 8, 2019

DHOA Privacy Policy

Passed May 9, 2005, at general membership meeting
With changes passed at May 12, 2008 general membership meeting
[Additional changes to be discussed at the 10/12/08 general meeting
underlined on page 2.]

Directory (discontinued)

The last revision of the directory was compiled in 2020 and is not intended to be revised again. The telephone numbers may be used by the DHOA Board to notify residents of meetings or other neighborhood gatherings; or may be used to call residents in regard to neighborhood business. Residents may use the directory to call other residents as needed. At no point will any copy of the directory be made available electronically to guard against identity theft.

Guarding of E-mail addresses

Everyone hates spam e-mail, and it is hard to stop once it starts. Because of that, e-mail addresses are only collected for use in sharing information of interest to the entire neighborhood. E-mail addresses were not placed in the neighborhood directory, and when notices are sent out to DHOA homeowners, the list of addresses to which it is sent is "blinded," or suppressed in such a way that the recipient cannot read addresses of other recipients.

Types of Notices for Which E-mail May and May Not Be Used

E-mail addresses are kept by a Board member who is also responsible for determining what does and does not get sent out via e-mail. Any resident can request to have a notice sent out to the DHOA e-mail address list, but only certain types of notices may be accepted for sending out, as follows.

Information that can be sent out via e-mail include such information that is shared for the good of the recipient or the neighborhood, such as:

- Newsletters
- Yard sale notices
- Hazard situations within the neighborhood
- Reminders of general meetings or DHOA gatherings

Solicitations for sales or services of any kind that will provide profit for a person or company are not accepted for e-mail distribution. This means no e-mail ads are accepted.

Frequency of E-mail Notices to DHOA Residents

Taken all together, this should never average more than one message per month from DHOA. This rule may be temporarily suspended if there is a way to use e-mail to improve safety conditions in an emergency situation, where there is some danger of harm to DHOA residents' person or property.

Web Site

DHOA has a small web site that is maintained by volunteer residents. Although newsletters may be placed on the web site, and other notices of general interest, information such as telephone numbers and email addresses are not to be placed there without the consent of the resident. Board members' phone numbers and the general DHOA email address may be listed if they are part of the newsletter. However, to avoid automatic web crawlers picking up email addresses, we will start using the word AT instead of the symbol @ when email addresses are published.

Any information on the website pertaining to a resident which he/she does not wish to have publicly available shall be removed by the DHOA at the resident's request. Articles of information that may be removed include, but are not limited to, full name, address, telephone numbers, and e-mail addresses. If a resident wishes information to be removed, they should contact a board member with details of the information they would like removed, along with the URL where the information is located. The board member should then forward this request to the DHOA webmaster, who shall remove the information as soon as possible.

Advertising

The membership does not wish pop-up ads on the DHOA web site. However, they are willing to allow paid ads that they may click into from the home page.

Disclaimer

The DHOA is a small organization run by volunteer members. DHOA is not liable for harm caused by errors in interpreting or implementing this policy.

STATE OF GEORGIA
GWINNETT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DEERBROOK SUBDIVISION

IN RE: All those tracts or parcels of land lying and being in Land Lot 83 of the 6th District of Gwinnett County, Georgia, and being all of Deerbrook Subdivision, Units One, Two, Three and Four, in Land Lot 83 of the Sixth District, Gwinnett County, as per plat books 12, page 208; plat books 13, page 222; plat books 21, page 193; plat books 21, page 221; plat books 25, page 12; plat books 28, page 77; plat books 27, page 14; plat books 32, page 190; Gwinnett County Records (hereinafter referred to collectively as "Deerbrook" and/or the "subdivision") and, those certain prior restrictions as recorded in Deed Book 1923, Page 76; recorded in Deed Book 2631 Page 139; recorded in Deed Book 2979 Page 309, recorded in Deed Book 2762 Page 370 and as said prior restrictions may have been modified or revised (hereinafter referred to collectively as the "prior restrictions").

THESE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (hereinafter the "Declarations"), are made and published this 1st day of November 2003, by the undersigned property owners.

WHEREAS, the undersigned are the owners of certain lots in Deerbrook (the exact lot numbers being enumerated adjacent to their herein below). These Declarations shall supersede and replace those prior and will, where conflicting therewith, control and be binding upon each of the undersigned property owners and their successors.

WHEREAS, it is in the best interest, benefit and advantage of the undersigned and to each and every person who shall hereafter purchase any lot from the undersigned in said subdivision (whether vacant or containing a dwelling thereon) that certain covenants governing and regulating the use and occupancy of the same be established, set forth, declared, imposed and adopted as covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits

to be derived by each of the undersigned and each and every subsequent owner of any lot or dwelling in said subdivision, the undersigned do hereby establish and declare the following protective covenants to apply to the undersigned and to each and every lot or dwelling owned by the undersigned in said subdivision and said properties shall be sold, devised, conveyed, used, mortgaged or otherwise encumbered subject to these protective covenants. Every subsequent owner of any interest in any such lots or dwellings by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person, and whether or not such other person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to such terms and conditions.

1. Duration. These Declarations shall be effective for a period of twenty years from the date on which the same are filed of record in the Deed records of the Clerk of Superior Court of Gwinnett County, and shall, thereafter be automatically extended for an additional like term unless terminated pursuant to the provisions of O.C.G.A. Section 44-5-60 as amended.

2. Architectural Control. No building shall be erected, placed, altered or permitted to remain on said land until the building plans, elevations, specifications of exterior materials, specifications of exterior finished have been approved in writing by the Deerbrook Homeowners Association, its successors or assigns as to the conformity and harmony of exterior finishes, exterior design and as to the location of the building with respect to topography and finished ground elevations, which approval shall be at the sole discretion of the Deerbrook Homeowners Association. The above covenant also applies to exterior re-decorations, alterations, and additions.

An Architectural Control Committee, appointed by the President, must approve in writing any such changes and additions prior to work beginning.

All exposed metal roof flashings, stack vents, attic ventilators and metal chimney caps shall be painted to match roofing color. All stack vents and attic ventilators must be located on the rear slopes of roofs.

3. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and half stories in height and a private garage for not more than three cars. No lot may be re-subdivided nor more than one dwelling may be placed on a lot.

a) No schools, churches, kindergartens, temporary buildings, shacks, tents, mobile homes, modular homes, relocatable or relocated homes shall be placed or maintained on any lot in the subdivision.

b) Notwithstanding anything contained in this Declaration to the contrary, Deerbrook Homeowners Association reserves the right to build or place on any

lot or lots or on any part or portion of any lot or property subject to this Declaration, community recreational facilities, including but not limited to, clubhouses, swimming pools, tennis courts playgrounds and accessory buildings or structures, including fences surrounding same.

c) Utility buildings must be constructed of wood or cinder block, must be compatible with the style of house, and must be located to the rear of the dwelling and not visible from the street.

4. Blocks. Whenever dwellings erected on any lots are constructed in whole or in part of concrete blocks, cinder blocks or any other fabricated masonry block units, such blocks shall be veneered with brick, natural stone, painted stucco or other approved material over the entire surface exposed above the finished grade.

5. Site Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be, placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

6. Fences and Walls. Fences and walls shall not be erected, placed or altered on any lot closer to any street than the rear edge of the dwelling built on said lot unless the same be retaining walls which do not in any event rise above the finished grade elevation or the earth embankments so retained, reinforced or stabilized. The exposed part of the retaining walls shall be made of railroad ties, landscape timbers, brick, and natural stone or other approved materials. No fences shall be constructed without written approval of the association. On corner lots, no fence or wall shall be constructed closer to a street line than the alternate building line applicable to such lot. In any event, there shall not be erected or placed on any lot in this subdivision a fence of the "cyclone" or "chain link" type.

For so long as any "cyclone" fences, existing as of August 1, 2003, remain, they will be grandfathered and shall be exempted from the terms of this provision, provided, however, that said cyclone fences are not visible from any street and are not located on any lot closer to any street than the rear edge of the dwelling built on said lot. On corner lots, no fence or wall shall be constructed closer to a street line than the alternate building line applicable to such lot. In the event, however that any such existing cyclone fence is removed or replaced after the date of these Declarations, any replacement fence erected on the property shall be subject to the terms and conditions of these Declarations.

7. Maintenance of Lots.

A) The grounds of each lot shall be maintained in a neat and attractive condition, as determined by the Deerbrook Homeowners Association, at all times, which such determination shall not be unreasonable.

b) Upon failure of any owner to maintain his lot in a neat and attractive condition, Deerbrook Homeowners Association may, after fifteen (15) days written notice to such owner, enter upon such lot and have the grass, weeds and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants and trash removed therefrom.

c) Such owner shall be personally liable to Deerbrook Homeowners Association for the reasonable cost of cutting, clearing, maintenance or removal and the liability for amounts expended for such cutting, clearing and maintenance shall become a permanent charge and a continuing lien upon such lot, enforceable by Deerbrook Homeowners Association by any appropriate proceeding in law or in equity including foreclosure of the lien against the lot to which it relates.

Although notice as given, hereinabove provided shall be sufficient to give Deerbrook Homeowners Association or its designated committee the right to enter upon such lot and perform the work required, entry for the purpose to perform the work required shall be only between the hours of 7 am and 6 pm on any day except Sunday or a legal holiday.

d) No dwelling or structure on any lot shall be allowed to fall into neglect or disrepair. In the case of fire damage, such dwellings shall be demolished and the debris removed within 75 days after said fire damage, except where the repair or rebuilding is begun within said 75 days and is completed within a reasonable time thereafter. Deerbrook Homeowners Association may from time to time grant an extension when deemed necessary. In any event, failure by the owner to take such action as is necessary to maintain, repair, or replace his dwelling shall, after 30 days written notice from Deerbrook Homeowners Association, shall be deemed as authorization to Deerbrook Homeowners Association to take such action as is necessary to repair or demolish said property at the charge or cost as a lien against the property, which shall be enforceable by any means available at law or equity, including foreclosures of the lien against the lot to which it relates.

8. Business Activity. No activity shall be conducted on any lot within the subdivision where a business license is required.

9. Mailboxes. All mailboxes shall be of a standard type as prescribed by Deerbrook Homeowners Association. No brick, stone or special design mailboxes are accepted.

10. Drainage. Catch basins and drainage areas are for the purpose of the natural flow of water only. No obstructions or debris shall be placed in these

areas.

11. Gardens Play Equipment and Pools. Only ornamental plants and shrubbery shall be allowed between the rear of the dwelling and any street line. Any vegetable garden or play equipment must be located between the rear of the dwelling and the rear lot line. No above ground pools are permitted.

12. Eyesores.

a) All clothes drying equipment and areas shall be so constructed so as to be hidden from any view from the street.

b) No lot or property shall be used as a dumping ground for rubbish or garbage. All garbage containers shall be decoratively hidden so as not to be visible from the street or adjoining lots.

13. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat.

14. Vehicles. Vehicles shall not be parked on any subdivision street or on any lot, including the driveway, so as to be visible from the street for periods of more than twenty-four continuous hours. The term vehicles, as used herein, shall include automobiles, trucks, motor homes, boats, trailers, buses, commercial vehicles, tractor-trailers, construction or farm equipment.

15. Guns. The use of firearms on the subdivision premises is prohibited. The term firearms include "B-B"guns, pellet guns and small firearms of all types.

16. Antennas. No one shall mount an antenna on their dwelling, which extends more than six feet above the highest part of the roof. Antennas should be mounted on the rear slope of the roof. The word "antenna" is used herein to include any-and all devices, including satellite dishes, designed to receive or transmit any type of communication signal.

17. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

18. Signs. No sign of any kind shall be displayed to the public view on any lot except a professionally lettered sign of not more than five square feet advertising the property for sale or rent.

19. Security Lighting. No residents shall have exterior lighting visible from the street other than: a) one decorative post light, b) a street light in conformity with an established street lighting program for the subdivision, c) seasonal decorative lights at Christmas, unless specifically approved by the Deerbrook Homeowners Association.

20. Severability. Whenever possible each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any

provision of this Declaration or the application hereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

21. Captions. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, or otherwise modifying or adding to the particular sections to which they refer.

22. Implementation.

a) Zoning regulations applicable to property subject to this Declaration shall be observed. This document is inclusive of any and all Gwinnett County Property ordinances. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provisions shall apply.

b) The above provisions notwithstanding, this Declaration does not impose or mandate that the Deerbrook Homeowners Association have any duty or obligation to act, or omit to act, to enforce any of the provisions in this Declaration. The failure of the association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the authorized governing body of the Association.

23. Enforcement. If anyone bound to observe and comply with these Declarations shall or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or inequity, against such violator to prevent, or to recover damages for such attempt or violation. However, notwithstanding such individual right, any such person bound to so observe and comply with these covenants may, at any time and from time to time, delegate and assign to the Deerbrook Homeowners Association, in whole or in part, his/her rights under these covenants; and, if so assigned, is bound by the actions of said association. Any expenses incurred by the Deerbrook Homeowners Association Inc., legal or otherwise, with regards to enforcement of these protective covenants shall be a charge to cost as a lien against the property which shall be enforceable by any means available at law or equity, including foreclosures of the lien against the lot to which it relates.

In witness whereof, the undersigned being the owners of the property

described herein and enumerated by their signatures below, have hereunto set their hands and seals the day and year first set out above.

Signed, Sealed and Delivered in the
Presence of:

_____ Witness

_____ Date

_____ Notary Public

_____ Date

_____ Deerbrook Homeowners Assoc. Inc.
(President)

_____ Date

_____ Witness

_____ Date

_____ Deerbrook Homeowners Assoc. Inc. (Secretary)
_____ Date

_____ Witness

_____ Date

*To receive a signed copy please contact DHOA secretary at
deerbrookHOA@netscape.net This electronic copy has been provided for your
convenience only.

Gwinnett County Requirements for Property Maintenance

A comprehensive list of Gwinnett County codes, violations and reporting can be found at the county code enforcement web site:

<https://www.gwinnettcounty.com/departments/planningdevelopment/services/codeenforcement>

Septic tank maintenance: Every Deerbrook home has a septic tank. It is the responsibility of the homeowner to maintain, repair or replace all components of the system.

Trash pickup: Waste Pro is the designated vendor for trash pickup in the Deerbrook neighborhood. At the time of this writing, pickup occurs on Wednesday mornings.

<https://www.wasteprousa.com/gwinnett-county/>