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Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK **5032** PG **383-391**

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
Atlanta, Georgia 30326
Attn: JMH

STATE OF GEORGIA

Cross Reference: Deed Book 848
Page 412

COUNTY OF FORSYTH

Deed Book 1057
Page 622
Deed Book **5032**
Page **352-382**

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR BROOKWOOD LAKE**

WHEREAS, Falling Water Investments, Ltd., ("Declarant") recorded a Declaration of Covenants, Conditions, and Restrictions for Brookwood Lake on April 27, 1995, in Deed Book 848, Page 412, et seq., Forsyth County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article XII, Section 12.03 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Brookwood Lake Homeowners Association, Inc. ("Brookwood Lake Association") holding two-thirds (2/3) of the total eligible vote thereof; and

WHEREAS, Article XII, Section 12.03 of the Declaration further provides that the provisions of the Declaration regarding or relating to Recreation Members, the Glenmoor Forsyth Homeowners Association, Inc. ("Glenmoor Association"), Recreation Assessments, the Recreation Committee and/or the Recreation Facilities shall not be amended unless such amendment is approved by both the Owners holding at least two-thirds (2/3) of the total eligible votes of the Brookwood Lake Association and by the Recreation Members holding at least two-thirds (2/3) of the total eligible votes of the Glenmoor Association; and

WHEREAS, this amendment does not materially and/or adversely affect the security title and/or interest of any Mortgagee; and

WHEREAS, Owners holding at least two-thirds (2/3) of the total eligible votes of the Brookwood Lake Association and Recreation Members holding at least two-thirds (2/3) of the total eligible votes of the Glenmoor Association have approved this amendment;

WHEREAS, Amburgy Homes Caney, LLC, the owner of the StoneCrest at John's Creek Subdivision, which subdivision is more particularly described below and in Exhibit "B" hereto, has also consented to this amendment as evidenced by the signature below and the Consent Form attached hereto and incorporated herein at Exhibit "A"; and

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Article I, Section 1.01 (dd) is hereby amended by replacing the name "Glenmoor Homeowners Association, Inc." with the name "Glenmoor Forsyth Homeowners Association, Inc."

2.

Article I, Section 1.01 (ff) is hereby amended by adding the following to the end thereto:

(ff) The StoneCrest Association shall also appoint one member to serve as a representative on the Recreation Committee.

3.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Section (ii) thereto:

(ii) "StoneCrest Association" shall mean and refer to the StoneCrest at John's Creek Homeowners Association, Inc., a nonprofit corporation existing under the laws of the State of Georgia.

4.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Subsection (jj) thereto:

(jj) "StoneCrest Declaration" shall mean and refer to all covenants, conditions and restrictions, charges and liens set forth in the legal instruments for StoneCrest at John's Creek subdivision and all amendments thereto filed for record in the records of the Clerk of the Superior Court of Forsyth County, Georgia records and, in particular, to the Declaration of Covenants, Conditions and Restrictions for StoneCrest at John's Creek recorded in Deed Book ~~5032~~, Page ~~352~~ ³⁶² of the Forsyth County, land records.

5.

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Article I, Section 1.01 of the Declaration is hereby amended by adding the following

Section (kk) thereto:

(kk) "StoneCrest Recreation Member" shall mean and refer to any person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a lot and dwelling within the StoneCrest Subdivision who is entitled to use the common areas within the Development as more particularly provided in Article IV of this Declaration. StoneCrest Recreation Members have the rights set forth in this Declaration, which rights are not the same as the Recreation Members. "StoneCrest Recreation Membership" shall mean and refer to the membership rights of StoneCrest Recreation Members.

6.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following

Subsection (ll) thereto:

(ll) "StoneCrest Subdivision" shall mean and refer to the StoneCrest at John's Creek Subdivision which is the property described in Exhibit "B" that is attached hereto and incorporated herein and as described in the StoneCrest Declaration.

7.

Article III, Section 3.04 of the Declaration is hereby amended by adding the following Subsection (6) thereto:

(6) The Brookwood Lake Association will grant, on behalf of itself and the members of the Brookwood Lake Association, a non-exclusive, perpetual easement of use and enjoyment of the Recreation Facilities and vehicular and pedestrian ingress, egress, access and travel over and upon the Common Property of the Brookwood Lake Subdivision, as reasonably required for the purpose of accessing, using and enjoying the Recreation Facilities (the "Recreation Facilities Easement"). The Recreation Facilities Easement shall be subject to the rights of the Brookwood Lake Association Members, the Recreation Members and the StoneCrest Recreation Members to use the Recreation Facilities as set forth in this Amendment and the Brookwood Lake Association's right to restrict the use thereof for the purposes of security, maintenance and/or repair. The Brookwood Lake Association shall have the right to enact reasonable rules and regulations pertaining to the use and enjoyment of, and the ingress, egress, access and travel to and from the Recreation Facilities, so long as such rules and regulations shall apply equally to the Brookwood Lake Association Members, the Recreation Members and the StoneCrest Recreation Association and shall not discriminate against any such member.

8.

Article IV, Section 4.02 of the Declaration is hereby amended by adding the following Section 4.02(a) to the end thereto:

4.02(a) Stonecrest Recreation Membership. Every owner of a lot and dwelling in the StoneCrest Subdivision shall also be deemed to have a Stonecrest Recreation Membership in the Association as provided in this Section 4.02(a). Stonecrest Recreation Membership shall be mandatory. Stonecrest Recreation Membership shall be appurtenant to and may not be separated from ownership of any lot or dwelling in the StoneCrest Subdivision, and said ownership of a lot and dwelling in the StoneCrest Subdivision shall be the only qualification for such membership. Provided, however, the developer and builders who own a lot in the StoneCrest Subdivision shall not be entitled to Stonecrest Recreation Membership unless they are permanently residing in the dwelling on such lot.

In the event that fee simple title is transferred or otherwise conveyed, the Stonecrest Recreation Membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his or her transferee certificates or other evidences of such Stonecrest Recreation Membership. Stonecrest Recreation Membership is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's Recreation Membership in the Association. No owner of a lot and dwelling in the StoneCrest Subdivision shall have more than one Recreation Membership per lot and dwelling. In the event of multiple owners of a lot and dwelling in the StoneCrest Subdivision, the rights of use and enjoyment shall be as provided for herein.

Notwithstanding anything herein to the contrary, the owners in the StoneCrest Subdivision shall not have any voting rights and privileges of Recreation Membership. The StoneCrest Association may appoint one StoneCrest Owner as a representative to the Recreation Committee, however, such Owner shall not have any voting rights or privileges on committee matters.

StoneCrest Recreation Members, and their family, tenants, invitees, occupants and guests shall be entitled to full use and enjoyment of the Recreation Facilities and the rules and regulations for the use of the Recreation Facilities shall apply equally to all Recreation Members, including the StoneCrest Recreation Members.

9.

The last sentence of the first paragraph of Article IX, Section 9.11(a) of the Declaration is hereby amended by striking that sentence in its entirety and substituting therefore the following:

The Recreation Budget shall provide for the annual Recreation Assessment which shall be levied equally against each lot in the Glenmoor Subdivision, each Lot in the Brookwood Lake Subdivision and each lot in the StoneCrest Subdivision.

10.

The second sentence of Section 9.11(e) of the Declaration is hereby amended by striking that sentence in its entirety and substituting therefore the following:

Special assessments shall be prorated among the lots and dwellings equally within the Brookwood Lake Subdivision, the Glenmoor Subdivision and the StoneCrest Subdivision.

11.

Article IX of the Declaration is hereby amended by adding the following Section 9.12 to the end thereto:

9.12 StoneCrest Recreation Assessments.

(a) Recreation Assessment. Each owner of a lot and dwelling in the StoneCrest Subdivision by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, as well as any occupant who resides at the dwelling, is deemed to covenant and agree to pay to the StoneCrest Association: (1) the Recreation Assessment, as established and collected as provided in this Section and in the StoneCrest Declaration; (2) special assessments which may be established and collected as provided in this Section and in the StoneCrest Declaration; and (3) any individual or specific assessments against any particular lot and dwelling which is established pursuant to this Section and the StoneCrest Declaration.

(b) Obligation to Pay Assessments. The StoneCrest Association shall be responsible for paying the total StoneCrest Recreation Assessment due from each of the StoneCrest Recreation Members to the Brookwood Lake Association. The StoneCrest Association shall pay the assessment on a quarterly basis and the assessments shall be due on or before January 1, April 1, July 1 and October 1 of each year. If any such assessments are not paid by the StoneCrest Association to the Brookwood Lake Association, by the tenth (10th) day of the month, as provided herein, the StoneCrest Association shall be responsible for late charges in the amount of ten percent (10%) of the total assessment due, simple interest at the rate of ten percent (10%) per annum, and court costs and attorney's fees actually incurred by the Association to enforce or collect the assessments due.

(c) Initiation Fee. There shall be no initiation fee due from any of the StoneCrest Recreation Members.

(d) Special Assessments. Pursuant to this Declaration and the StoneCrest Declaration, in addition to the annual assessments for the maintenance, operation and repair of the Recreation Facilities, the Association and the StoneCrest Association, acting through the Association's Board of Trustees and the Recreation Committee, may levy, in any assessment year, special assessments for common expenses, applicable to that year only as provided in Section 9.11(e). Special assessments shall be prorated among the lots and dwellings equally within the Brookwood Lake Subdivision, the Glenmoor Subdivision and the StoneCrest Subdivision as provided with respect to annual Recreation Assessments. The StoneCrest Association shall pay to the Brookwood Lake Association the total amount of the special assessments levied against the lots in the StoneCrest Subdivision.

(e) Individual Assessments. Any expenses for the Recreation Facilities occasioned by the conduct of less than all of the StoneCrest Recreation Members or by the family, tenants, agents, guests, or invitees of any Stonecrest Recreation Member shall be specially assessed against such StoneCrest Recreation Member and their respective lot and dwelling in the StoneCrest Subdivision. Such individual assessment shall be levied by the Recreation Committee and the Board of Trustees through the StoneCrest Association and the amount and date of such assessment so levied shall be specified by the Committee and the Board.

(f) Notice of Meeting and Quorum. The notice of meetings with the StoneCrest Recreation Members and quorum requirements shall be in accordance with Section 9.04 hereinabove.

(g) Membership List. Pursuant to the StoneCrest Declaration, the StoneCrest Association shall provide a complete list of all owners of lots and dwellings in the StoneCrest Subdivision to the Brookwood Lake Association upon payment of the first quarter assessments on or before January 1st of each year.

(h) Suspension of Membership. Pursuant to this Section and the StoneCrest Declaration, in the event that any StoneCrest owner or occupant fails or refuses to pay his or her Recreation Assessment, that owner's name and address shall be provided to the Recreation Committee and the Brookwood Lake Board of Trustees. The Recreation Committee and/or the Board of Trustees shall have the right to suspend such owner's or occupant's rights and privileges to use and enjoy the Recreation Facilities.

12.

Article XII, Section 12.04 of the Declaration is hereby amended by adding the following to the end thereto:

Each StoneCrest Recreation Member shall also comply strictly with the By-Laws, the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended, and with the covenants, conditions and restrictions herein which relate to or regard the Recreation Facilities, the StoneCrest Recreation Assessments or the StoneCrest Recreation Membership in general. In the event that any StoneCrest Recreation Member violates the By-Laws, the rules and regulations or said covenants, conditions and restrictions, the Association shall have all powers of enforcement against such StoneCrest Recreation Member as set forth in this Section hereinabove.

13.

Article XII, Section 12.05 of the Declaration is hereby amended by adding the following to the end thereto:

StoneCrest Recreation Members shall have the membership rights set forth in this Second Amendment to the Declaration and the right to use the Recreation Facilities for a period of five (5) years from the date this Second Amendment to the Declaration is recorded in the Forsyth County land records, after which time the rights of StoneCrest Recreation Members shall be automatically extended for successive periods of five (5) years until the recordation of an instrument of termination, such instrument having been executed by a minimum of two-thirds (2/3) of the total eligible voters of the StoneCrest Association, the Brookwood Lake Association and the Glenmoor Association combined.

14.

Article XII, Section 12.07 of the Declaration is hereby amended by adding the following sentence to the end thereto:

Except as specifically provided for herein, the terms and conditions of this Declaration and the Brookwood Lake By-Laws shall not apply to StoneCrest Recreation Members or the StoneCrest Association.

IN WITNESS WHEREOF, the undersigned officers of the Brookwood Lake Homeowners Association, Inc. and the Glenmoor Forsyth Homeowners Association, Inc. hereby certify that the above amendment to the Declaration of Covenants, Conditions, and Restrictions for Brookwood Lake was duly adopted by the requisite majority of the Brookwood Lake

Association membership and the Glenmoor membership and the undersigned officers of Amburgy Homes Caney, LLC also certify its consent to the above amendment.

This 1st day of February, 2008

BROOKWOOD LAKE HOMEOWNERS ASSOCIATION, INC.

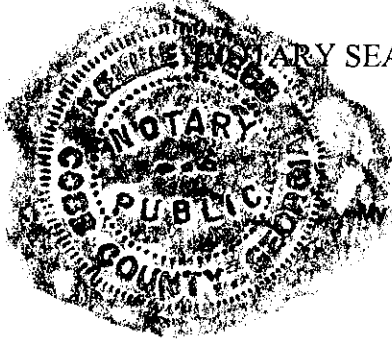
By: [Signature]
President
Attest: [Signature]
Secretary

[CORPORATE SEAL]



Sworn to and subscribed to before me this 30th day of Jan, 2008.

[Signature]
Witness
[Signature]
Notary Public



KELLIE WEBB
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 03/26/2011

Signatures continued on following page.

**GLENMOOR FORSYTH HOMEOWNERS
ASSOCIATION, INC.**

By: Elisabeth Womb
President

Attest: Paul Z. Weaver
Secretary

[CORPORATE SEAL]



Sworn to and subscribed to
before me this 1 day of
February, 2008.

Amy B. Terry
Witness
Mark Daniel Fitzpatrick
Notary Public

[NOTARY SEAL]



AMBURGY HOMES CANEY, LLC

By: [Signature]
President

Attest: Charlette Slabaugh
Secretary

~~[CORPORATE SEAL]~~

Sworn to and subscribed to
before me this 1 day of
February, 2008.

Charlette Slabaugh
Witness
Rebecca S. Harper
Notary Public

[NOTARY SEAL]

