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 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct

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RM

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Return to: NowackHoward, LLC
 945 East Paces Ferry Road
 Resurgens Plaza, Suite 1250
 Atlanta, Georgia 30326
 Attn: MKB

STATE OF GEORGIA

Cross Reference: Deed Book 848

COUNTY OF FORSYTH

Page 412
 Deed Book 1057
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 Deed Book : 5032
 Page: 383

THIRD 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, this amendment does not materially and/or adversely affect the security title and/or interest of any Mortgagee in that it does not alter, modify, change or rescind any right, title interest or privilege held by any Mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such Mortgagee without such Mortgagee's consent in writing to this amendment, then this amendment shall not be binding on the Mortgagee so involved, unless such Mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Mortgagee; and

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

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The fifth, sixth, seventh and last sentences of Article X, Section 10.10 of the Declaration, *Use of Lots and Dwellings*, are hereby amended by striking those sentences in their entirety.

2.

Article X, Section 10.24 of the Declaration, *Repurchase Option*, is hereby amended by deleting that Section in its entirety and substituting therefor the following Section 10.24, *Leasing Restrictions*:

10.24 Leasing Restrictions.

In order to protect the equity of the individual Lot Owners in the Brookwood Lake Subdivision and to carry out the purpose for which the Development was formed by preserving the character of the Development as a homogenous residential community of predominantly owner-occupied homes, and notwithstanding any provision in this Declaration to the contrary, leasing of Lots shall be governed by the restrictions imposed by this Section 10.24. Except as provided herein, leasing of Lots is prohibited.

(a) Definitions.

(i) "Effective Date" means the date this Amendment is recorded in the Forsyth County, Georgia land records.

(ii) "Grandfathered Owner" means each of the Lot Owners listed in Exhibit "A", attached hereto and incorporated herein by this reference, who are lawfully leasing their Lots as of the Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse), or (2) the date the Grandfathered Owner is shown on the Association's books and records to be more than sixty (60) days past due in the payment of any assessment or charge, or (3) the date the Grandfathered Owner occupies the Grandfathered Lot as his or her primary residence. Upon any such event, the Lot shall automatically lose grandfathering hereunder and shall be subject to Paragraph (b) below.

(iii) "Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

(iv) "Guest" shall be defined as a person who: (a) possesses an established relationship with the Authorized Occupant or Authorized Corporate Occupant of a Lot that is unrelated to the person's Occupancy of the Lot; (b) occupies such Authorized Occupant or Authorized Corporate Occupant's Lot on a temporary basis for less than ninety (90) days in a year; and (c) who does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Lot, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion.

(v) "Leasing" shall mean the occupancy of a Lot by any person(s) other than: (1) any

Owner that is a natural person, or a parent, child or spouse of such Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (as defined herein below); or (3) a roommate or Guest of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence, provided that the Authorized Occupant or Authorized Corporate Occupant can establish to the Board use of the Lot as his or her primary residence in accordance with any Board adopted standards for what is considered use of a Lot as a primary residence. Leasing shall be deemed to include a lease purchase agreement, whereby a tenant occupies a Lot before the purchase of a Lot.

An "Authorized Corporate Occupant" shall be a controlling officer, director, shareholder or member of an Owner that is a corporation, with at least a majority interest in the corporation; a controlling manager or member of an Owner that is a limited liability company, with at least a majority interest in the limited liability company; a controlling partner of an Owner that is a partnership, with at least a majority interest in the partnership; or the controlling trustee of an Owner that is a trust; provided in all such circumstances, the Owner receives no rent or any other consideration for such occupancy, which consideration shall include, but not be limited to, the benefit of occupancy itself. The name of each Authorized Corporate Occupant and documentation establishing the Authorized Corporate Occupant's position with the Owner shall be designated and provided in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

(vi) "Roommate" shall mean any person who occupies a Lot as his/her primary residence pursuant to a written agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such person will occupy the entirety of the Lot for a period of at least ninety (90) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also resides at the Lot.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the written Roommate Agreement.

(b) **Leasing Permit and Restriction.** No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or (3) the Owner is not a Grandfathered Owner but has received a written hardship leasing permit from the Board as provided below.

Non-Grandfathered Owners who want to lease their Lots may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit will allow an Owner to lease his or her Lot, provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor-in-title).

An Owner's request for a Leasing Permit shall be approved if the number of current, outstanding permits issued plus Grandfathered Lots is no more than 10% of the Lots.

Leasing Permits and Hardship Leasing Permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Lot for one hundred twenty (120) consecutive days at any time after the issuance of a Leasing Permit.

If the number of current Leasing Permits issued and Grandfathered Lots is more than 10% of the Lots, then no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until that number falls below 10% of the Lots. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a permit, if they so desire, when such number falls below 10% of the Lots. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(c) **Hardship Leasing Permits.** If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Development if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within one (1) year from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan- Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(d) **Leasing Provisions.** After the Effective Date, when leasing is permitted under this Article, including the renewal, extension, modification or other leasing by Grandfathered Owners, it shall be governed by the following provisions:

(i) **Notice.** At least ten (10) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) **General.** Lots may be leased only in their entirety; no rooms or fractions of dwellings or Lots may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the

Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments; Compliance. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

1. Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation. A lease not in compliance with this Article shall constitute a violation of the Declaration.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Areas and Recreation Facilities use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a Common Expense, subject to the provisions of this Declaration and the Bylaws.

If a Lot is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

2. Use of Common Areas. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Areas, including, but not limited to, the use of any and all Recreation Facilities.

3. Liability for Assessments. Upon entering a lease for a Lot, any lessee agrees to be personally obligated for the payment of all assessments and other charges that come due as a consequence of lessee's actions, including, but not limited to, actions which violate any provision of the Declaration, By- Laws, or the Association's rules and regulations. In addition, when an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any

rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and any other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provisions shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) **Lease Administration Fee.** In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Lot shall be required to pay to the Association a Lease Administration Fee in an amount set by the Board not to exceed fifty percent (50%) of the annual assessment currently in effect at the time of the Leasing request. The Lease Administration Fee shall be non-prorated and non-refundable and shall be due within thirty (30) days of the date any lease is executed or any occupancy by non-owner commences.

(f) **Lawn Service.** To ensure appropriate maintenance of the Lot in accordance with the Declaration, and for the benefit of the Association, the Owner or Occupant is required to maintain a professional lawn service during the entire term of the lease or occupancy relationship, unless such requirement is waived by the Board of Directors in writing. The professional lawn service company shall provide all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Lot, as is necessary to keep such lawn and landscaping maintained in a condition which meets the Development-wide standard. The executed lawn service contract must accompany an Owner's leasing request.

(g) **Applicability of this Article.** Notwithstanding the above, this Article shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Lot without first obtaining a permit in accordance with this Article, and any such Lot shall not be considered as being leased in determining the maximum number of Lots that may be leased in accordance with this Article.

3.

Except as stated herein, the terms and provisions of the Declaration shall remain unchanged.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned officers of the Brookwood Lake Homeowners Association, Inc. hereby certify that the above Third 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.

ASSOCIATION:

BROOKWOOD LAKE
HOMEOWNER'S ASSOCIATION, INC.,
a Georgia nonprofit corporation

By: Kathy Hente (Seal)
President

Attest: [Signature] (Seal)
Treasurer

[Corporate Seal]

Signed, sealed and delivered in
in the presence of:

[Signature]

Unofficial Witness

Margo Bryk
Notary Public

My Commission Expires: Sept. 06, 2020

[Notary Seal]



EXHIBIT "A"

GRANDFATHERED OWNERS

The following are Owners who are lawfully leasing their Lots as of the Effective Date:

Lot 011	1725 Stoney Brook Way	Wasif Alvi and Mehrun Khanam
Lot 020	1905 Valley Brook Drive	Joshua P. Grantham and Heather M. Grantham
Lot 067	2335 Brookwater Drive	AMH 2014 2 BORROWER LLC
Lot 073	2015 Brook Meadow Drive	TERMINUS HOMES LLC
Lot 086	2095 Brook Meadow Drive	Lei Chen and Yu Wang