

Doc ID: 014748070006 Type: GLR
Recorded: 06/11/2015 at 10:28:32 AM
Fee Amt: \$22.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 7407 PG 175-180

pt After recording, please return to:
Benjamin Ost
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 6240
Page: 203

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR BRIGHTON VIEW

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR BRIGHTON VIEW ("Amendment") is made this
10 day of JUNE, 2015 by **BRIGHTON VIEW COMMUNITY**
ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter called the "Association").

WITNESSETH

WHEREAS, KM Homes, LLC, a Georgia limited liability company (the "Declarant"),
executed that certain Declaration of Covenants, Conditions, Restrictions, and Easements for
Brighton View, which was recorded on March 30, 2012 in Deed Book 6240, Page 203, *et seq.*,
Forsyth County, Georgia records; as amended by that certain Amendment to Declaration of
Covenants, Conditions, Restrictions, and Easements for Brighton View, which was recorded on July
23, 2013 in Deed Book 6766, Page 565, *et seq.*, aforementioned records; as amended by that certain
Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Brighton
View, which was recorded on MAY 29, 2015 in Deed Book 7390, Page 108-
162, *et seq.*, aforementioned records (hereinafter as supplemented and/or amended from time to time, collectively referred to as
the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia
Nonprofit Corporation Code to be the Association named in the Declaration to have the power
and authority set forth therein; and

WHEREAS, the Association and the members thereof desire to amend the Declaration
as set forth herein and intend for this Amendment to be prospective only; and

WHEREAS, Article XVI, Section 16.1 of the Declaration provides that, Subject to Section 16.2 of the Declaration, the Declaration may be amended by an instrument or instruments signed by at least two-thirds (2/3) of the Owners; and

WHEREAS, Article XVI, Section 16.2 provides that until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and

WHEREAS, at least two-thirds (2/3) of the Owners have signed instruments agreeing to this Amendment, which instruments are incorporated herein by reference; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that: (a) at least two-thirds (2/3) of Owners signed instruments agreeing to the foregoing Amendment; (b) the consent of two-thirds (2/3) of Owners was lawfully obtained; and (c) that any notices required by the Declaration, Bylaws, Articles of Incorporation and Georgia law were given; and

WHEREAS, as of the date of this Amendment, one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and conveyed to any Person not constituting Declarant;

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Brighton View, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Act and the Declaration, amended as follows:

I.

The Declaration is hereby amended by deleting Article IX, Section 9.3, entitled "General," in its entirety and replacing it with a new Section 9.3 to read as follows:

9.3 General. Any Owner who desires to lease such Owner's Lot may do so only if the Owner is the Owner of a Grandfathered Lot or if the Owner has applied for and received from the Board of Directors a "Hardship Leasing Permit." A Hardship Leasing Permit, upon its issuance, 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. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

2.

The Declaration is hereby amended by deleting Article IX, Section 9.4, entitled "Leasing Permits," in its entirety and replacing it with a new Section 9.4 to read as follows:

9.4 Grandfathered Lots. A Grandfathered Lot is any Lot being leased as of the date this Amendment is recorded ("Effective Date"). Grandfathered Lots may continue to be leased until title to said Lot is conveyed to any Person or entity other than the Person or entity holding record title as of the Effective Date and the tenant shall comply with all regulations pertaining to the use of the Lot set forth in the Declaration and any amendments thereto, the Bylaws and any rules and regulations of the Association. All Owners of Grandfathered Lots shall file a copy of the lease agreement in effect with the Board within thirty (30) days of the Effective Date.

3.

The Declaration is hereby amended by deleting Article IX, Section 9.5, entitled "Hardship Leasing Permits," in its entirety and replacing it with a new Section 9.5 to read as follows:

9.5 Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the sole authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits.

4.

The Declaration is hereby amended by deleting Article IX, Section 9.6(b), entitled "General," in its entirety and replacing it with a new Section 9.6(b) to read as follows:

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least six (6) months unless otherwise approved in writing by the Board. The Lot Owner must provide the lessee copies of the Declaration, Bylaws and Association rules and regulations. No Person shall occupy a dwelling on a Lot in violation of this Article, including the occupancy of a dwelling if the dwelling is not on a Grandfathered Lot or if the Owner has not received a Hardship Leasing Permit. Any such occupancy shall be deemed a violation of this Declaration.

3

5.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

6.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Forsyth County, Georgia and shall be enforceable against all Owners of Lots subject to the Declaration.

7.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has executed this Amendment under seal, this
10 day of JUNE, 2015.

ASSOCIATION: **BRIGHTON VIEW COMMUNITY
ASSOCIATION, INC.**, a Georgia nonprofit
corporation

By: *Bruce G. Shanks*
Print Name: BRUCE G. SHANKS
President

Attest: *Renee King*
Print Name: RENEE KING
Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

DARRELL L JAMES JR
Notary Public
Forsyth County
State of Georgia
My Commission Expires Aug 30, 2016



[Signature]
NOTARY PUBLIC

My Commission Expires: 8/30/2016

[AFFIX NOTARY SEAL]

EXHIBIT "A"

Sworn Statement of Secretary of
Brighton View Community Association, Inc.

STATE OF GEORGIA

COUNTY OF FORSYTH

Re: Brighton View Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Brighton View Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Brighton View was approved by at least two-thirds (2/3) of Owners as provided by law and Article XVI, Section 16.1 of the Declaration, which approval was lawfully obtained.
4. Any notice required by the Declaration, Bylaws, Articles of Incorporation or Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the 10 day of June, 2015.

By:
Name:

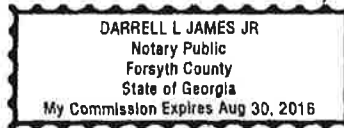
Renee King
Renee King

Sworn to and subscribed
Before me this 10th day of June, 2015.

[Signature]
Notary Public

My Commission Expires: 8/30/2016

[AFFIX NOTARY SEAL]



PA\Clients\4420\Amendment - Leasing\Amendment Leasing.docx