

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: David C. Boy, IV, Esq.

Cross Reference:
Deed Book 2937, Page 328

STATE OF GEORGIA

COUNTY OF FORSYTH

**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR STONEBROOKE COMMONS**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke Commons (hereafter referred to as “Amendment”) is made on the date set below.

W I T N E S S E T H:

WHEREAS, Forsyth Land Venture, a Georgia General Partnership (hereafter referred to as the “Declarant”), recorded that certain Declaration of Covenants, Restrictions and Easements for Stonebrooke Commons on August 5, 2003, in Deed Book 2937, Page 328 of the Forsyth County, Georgia deed records (hereafter referred to as the “Declaration”);

WHEREAS, Stonebrooke Commons Homeowners Association, Inc. (hereafter referred to as the “Association”) is the homeowners association referred to and identified in the Declaration;

WHEREAS, the Declaration was amended on June 24, 2024 via an Amendment recorded at Deed Book 11287, Page 86, *et seq.*, to submit the Association and the Property to the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be supplemented, amended or modified;

WHEREAS, pursuant to Article X of the Declaration, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of 2/3 of the Lot Owners (other than Declarant) and approval of such amendment by the Declarant, so long as the Declarant owns any property for development and/or sale in the community;

WHEREAS, the Declarant no longer owns any property for development and/or sale in the community;

WHEREAS, at least 2/3 of the Lot Owners have approved this Amendment via written consents, and such written consents are on file with the Secretary of the Association and are hereby incorporated into this Amendment by this reference;

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

1.

Article VII of the Declaration is amended by adding thereto the following as Section 15:

Section 15. Leasing. In order to protect the equity of the Owners within the Property, to carry out the purpose for which the Property was formed by preserving the character of the Property as a residential property of predominantly owner-occupied homes, to prevent the Property from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the community be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section.

(a) Leasing. Leasing of the Lots is permitted only as provided herein.

(b) Definitions.

“Leasing” is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child, parent, grandparent or grandchild of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence.

“Grandfathered-Owner” is defined as an Owner entitled to lease as set forth within subsection (i) below.

“Non-Grandfathered-Owner” is defined as all Owners, except Grandfathered-Owners.

(c) General. Any Non-Grandfathered Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit, upon its issuance, will allow a Non-Grandfathered Owner to lease the Owner’s Lot, provided that such leasing is in strict accordance with the terms of the permit and this Section. 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 and shall not be transferrable to successor Owners. The Board of Directors shall additionally have authority to adopt rules and regulations pertaining to leasing.

(d) Leasing Permits.

Any Non-Grandfathered-Owner shall be entitled, upon request, to a Leasing Permit if the current number of Lots leased is below twenty-five percent (25%) of the total number of Lots. For purposes of this subsection (d), the number of Lots leased shall include Lots being leased pursuant to a Leasing Permit and Lots being leased pursuant to subsection (i) below, but shall not include any Lots leased pursuant to a Hardship Leasing Permit.

If the current number of Lots leased is twenty percent (25%) of the total number of Lots, no additional Leasing Permits shall be issued to Non-Grandfathered-Owners until the number of all leased lots falls below twenty five percent (25%) of the total number of Lots.

A Leasing Permit shall be 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 a corporation, partnership, company, or legal entity that is wholly owned by the Lot Owner); (2) the failure of a Lot Owner to lease the Owner's Lot within ninety (90) days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have the Owner's Lot leased for any consecutive ninety (90) day period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

Hardship Leasing Permits, as set forth below, may be issued in the sole discretion of the Board of Directors after such twenty five percent (25%) cap for leasing has been reached.

Each Non-Grandfathered-Owner who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit, as of the date of the Owner's application for a Leasing Permit was received by the Board, and shall be issued a Leasing Permit if the Owner so desires when the number of current number of leased Lots falls to less than twenty five percent (25%) of the total 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.

The Board of Directors shall have the authority to establish reasonable rules and conditions as to the issuance, duration, and use of Leasing Permits and Hardship Leasing Permits.

(e) Hardship Leasing Permits. If a Non-Grandfathered-Owner believes that the Non-Grandfathered-Owner's inability to lease a Lot will result in an undue hardship, the Non-Grandfathered-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 discretion and authority to issue or deny requests for Hardship Leasing Permits. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree, and likely duration of the reported hardship; (2) the number of Hardship Leasing Permits which have already been issued to other Non-Grandfathered-Owners; (3) the number of Grandfathered-Owners; (4) the Non-Grandfathered-Owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to the Non-Grandfathered-Owner.

Hardship Leasing Permits shall be valid for a term not to exceed one year, with the start date to be established by the Board of Directors. Unless the Owner has applied for and received a new Hardship Leasing Permit, the Owner's tenant must vacate the Lot on or before the expiration date of the Hardship Leasing Permit. An Owner may apply, and receive approval, for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the Owner receives a Leasing Permit.

(f) Leasing Provisions. Leasing shall be governed by the following provisions:

(1) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of the lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees.

(2) General. Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. 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 one (1) year unless otherwise approved in writing by the Board. The Lot Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations.

The Owner shall be obligated to conduct a background check on the intended lessee prior to occupancy of the Lot. The Owner shall be obligated to provide to the Association proof that such background check was conducted prior to the occupancy of a Lot; provided, however, nothing shall be construed to require the Owner to provide the results of such background checks. Receipt from a qualified third-party company showing that a background check was conducted on the proposed lessee shall be sufficient proof.

The Association shall be entitled to charge an annual leasing administration fee not to exceed fifty percent (50%) of the annual assessment in effect for the year in which the Lot is leased in accordance with the Declaration. This shall be a fee payable annually for as long as the Lot is leased. Said fee shall be used to cover administrative costs and expenses of monitoring leasing at the Property.

(g) Entity Owners. If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this subsection, the natural person must have a substantial relationship to the legal entity, including being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the

partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twenty-four (24) months.

If the entity Owner, or any shareholder, owner, officer, director, member, employee, trustee, beneficiary, partner or agent of such entity owner, receives any consideration or benefit, including, but not limited to, rent, a fee, service, or gratuity from or on behalf of the designated person(s) occupying the Lot, then such arrangement shall be considered leasing, and the Owner shall be required to comply with the entirety of this Section. The express purpose of this subsection is to ensure that entity owners do not utilize the designation of a natural person to occupy the Lot in order to circumvent the leasing restriction contained within this Section 15.

Entity Owners shall be eligible to be Grandfathered-Owners in the event any Entity Owner complies with the grandfathering provisions within subsection (i) below.

(h) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot (even if such lease is in violation of the Declaration) shall be deemed to contain the following provisions, whether or not expressly therein stated, and 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 the existence of this covenant; and any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease, whether or not expressly therein stated:

(1) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing the Owner's Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. 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 demand to pay assessments or other charges to the Association, lessee shall be obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the Lot during the term of the agreement and any other period of occupancy by lessee,

and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(2) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under the lease. Owner shall cause all occupants of the Owner's Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee, including but not limited to, the leasing of a Lot without a Leasing Permit or a Hardship Leasing Permit, is deemed to be a violation of the terms of the lease and authorizes the Owner 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 on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof; and the Owner shall not again lease the Owner's Lot to any person without the expressed written approval of the Board.

(i) Applicability of this Section 15 (Grandfathering of Lots that are currently leased).

Except as provided herein, the leasing restrictions within Article VII, Section 15, as amended, shall not apply to any Owner who is an Owner of a Lot on the date this Amendment is recorded in the Forsyth County, Georgia land records if the Owner is leasing the Lot on such date pursuant to a lease for an initial term of six months or longer in accordance with the terms of the Declaration. The Owner may continue to lease the Lot in accordance with the terms of the Declaration as it existed prior to the date this Amendment is recorded in the Forsyth County, Georgia land records; provided, however, upon the conveyance of ownership of the Lot for

value, all leasing restrictions of this amended Section 15 shall apply. The expressed purpose of this grandfathering provision is to allow Owners who own, and who are leasing, Lots as of the date this Amendment is recorded in the Forsyth County, Georgia land records (the “Effective Date”) to continue to lease their Lots without a Leasing Permit or Hardship Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Lots (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, shall provide a copy of a fully executed lease evidencing that the Owner’s Lot was leased as of the Effective Date (if the lease is not on file with the Association as of the Effective Date). Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, is not a Grandfathered Lot.

2.

Any action to challenge the validity of any provision of this Amendment, including the passage of this Amendment, must be brought within one (1) year of the recording of this Amendment in the Forsyth County, Georgia land records. No action to challenge any provision of this Amendment or the passage thereof may be brought after such time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned officers of Stonebrooke Commons Homeowners Association, Inc. hereby certify that the agreement of the required majority was lawfully obtained and that all notices were properly given.

This _____ day of _____, 20__.

STONEBROOKE COMMONS
HOMEOWNERS ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public