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Reference:
Deed Book 1057, pg. 622
Cross-Reference:
Deed Book 848, pg. 412

pl. H. Brainerd

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
GLENMOOR FORSYTH HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Article XIII, Section 2, provides for the amendment of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR GLENMOOR FORSYTH HOMEOWNERS ASSOCIATION, INC. (hereinafter "Declaration") by the Declarant; and

WHEREAS, the Declarant purchased membership rights in the Recreation Facilities of the Brookwood Lake Homeowner's Association, Inc.; and

WHEREAS, the Declarant and Brookwood Lake Homeowner's Association, Inc. have discussed amending their respective Declarations to elaborate and clarify the rights and obligations of the parties relative to the purchase of membership rights to the Recreation Facilities, and this Amendment is being recorded in compliance with the anticipated agreement and in anticipation of an amendment to be filed by Brookwood Lake Homeowner's Association, Inc. incorporating corresponding explanations of rights and obligations incumbent on its members as to the Recreation Facilities; and

WHEREAS, the Declarant has approved this amendment; and

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

1.

Article I is amended to add the following:

(o) "Recreation Member" shall mean and refer to every owner of a lot and dwelling within the Glenmoor subdivision who is entitled to use the common areas within the Brookwood Lake Subdivision, as is more fully set out herein and in the Declaration of Covenants, Conditions and Restrictions for Brookwood Lake Homeowner's Association, Inc., as amended.

(p) "Recreation Assessment" means that assessment for each owner of a lot and dwelling in the Glenmoor subdivision as assessed for the recreation membership granted for each lot and dwelling as described herein and as calculated and approved as provided in the By-laws and Declaration of the Brookwood Lake Homeowners Association, Inc., as amended.

(q) "Recreation Facilities" mean the lake, pool, tennis courts, gym, club house, basketball court, playground, and adjoining common area properties within the Brookwood Lake Homeowners Association, Inc. property as they exist on the date this amendment is recorded and as they may be expanded and/or improved in the future.

2.

Article III is amended to add a Section 6 as follows:

Section 6. Recreation Membership in Brookwood Lake Homeowners Association, Inc. Each owner of a lot and dwelling in the Glenmoor subdivision shall automatically be a recreational member, including voting rights, right to serve on the Recreation Committee and right to full use and enjoyment of the Recreation Facilities in the Brookwood Lake subdivision. This membership is mandatory for all owners of a lot and dwelling in the Glenmoor subdivision. Recreation membership shall be appurtenant to and may not be separated from ownership of any lot and dwelling in the Glenmoor subdivision, and such ownership of a lot and dwelling shall be the only qualification for such recreation membership. Provided, however, the developer and builders who own a lot in the Glenmoor subdivision shall not be entitled to be a Recreation Member unless they are permanently residing in the dwelling on such lot. This recreation membership shall automatically terminate upon the Recreation Member's sale of his or her lot. At such time the membership will transfer to the subsequent owner. No termination of a recreation membership shall effect such Recreation Members' obligation to pay assessments, as provided for herein, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods following after the date of such termination.

3.

Article IV, Section 3 is amended to add subsections (d) and (e) as follows:

(d) Recreation Membership Voting Rights.

Each Recreation Member shall be entitled to one vote for each lot and dwelling owned on all matters regarding the Recreation Facilities, which are subject to vote as set out in the Brookwood Lake Homeowner's Association By-Laws and Declaration, as amended. When more than one person is a Recreation Member by virtue of an ownership interest in the same lot, the vote for such lot shall be exercised as they among themselves determine and advise the secretary or an assistant secretary of the Brookwood Lake Homeowners Association prior to any meeting. In the absence of such advice, or in the event of disagreement among such persons and an attempt by two or more of them to cast a vote on such lot, such person shall not be recognized and the vote of such lot shall not be counted. On issues requiring a vote regarding the Recreation Facilities, including but not limited to the approval of a Recreation Budget and related assessments, the Recreation Member shall have one vote and the owner of each lot and dwelling at Brookwood Lake shall have one vote. Such matters shall be decided by a majority vote of all votes cast. A quorum shall consist of the presence of members or proxies entitled to cast over one-third ($\frac{1}{3}$) of all votes of the Brookwood Lake Homeowners Association and Glenmoor Forsyth Homeowners Association.

(e) Recreation Committee.

There shall be a joint recreational committee which shall recommend policies and procedures regarding the Recreation Facilities and recommend an annual separate budget for the Recreation Facilities as provided in the Brookwood Lake Homeowners Association, Inc. By-Laws and Declaration, as amended. The Board shall appoint annually five (5) owners to represent the Glenmoor subdivision on this Recreation Committee.

4.

Article IV, Section 5 is amended as follows:

In the first sentence the following shall be inserted following the word "Common Property", as follows: ", including the right of enjoyment of the Recreation Facilities".

Article IV, Section 5 is further amended to add a subsection (d) as follows:

(d) Shall be in violation of any of the rules or regulations of the Brookwood Lake Homeowners Association regarding matters concerning the Recreation Facilities or who fails to pay the Recreation Assessment or related fee or charge.

5.

Article V, Section 1, subsection (a) is amended to add at the end of the first sentence the following: "including, but not limited to all Recreation Assessments, Special Assessments, and Individual Assessments associated with the Recreation Facilities and assessed pursuant to the By-Laws and Declaration of the Brookwood Lake Homeowners Association, Inc., as amended, which provisions are adopted herein by reference."

6.

Article V, Section 6(d) is amended by deleting that section in its entirety and substituting therefor the following:

- (d) Brookwood Lake Recreation Assessment.
- (i) Obligation to Pay Assessment. The Board shall be responsible for paying the total Recreation Assessment due from each of the Recreation Members to the Brookwood Lake Homeowners Association, Inc. The Board 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 Board to the Brookwood Lake Homeowners Association, Inc. as provided herein and as provided in the Declaration of Covenants, Conditions and Restrictions for Brookwood Lake Homeowner's Association, Inc., as amended, the Glenmoor Forsyth Homeowners Association, Inc. 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 attorneys' fees actually incurred by the Brookwood Lake Homeowners Association, Inc. to enforce or collect the assessments due.
- (ii) Membership List. The Board shall provide a complete list of all owners of lots and dwellings in the Glenmoor Subdivision to the Brookwood Lake Homeowners Association, Inc. upon payment of the first quarter assessments on or before January 1st of each year.
- (iii) Suspension of Membership. Pursuant to Article IV, Section 5 hereinabove and pursuant to the Brookwood Lake Declaration, as

amended, in the event that any owner or occupant in the Glenmoor Subdivision 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 Brookwood Lake 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.

7.

Article XII, Section 1 is amended by adding the following to the end thereto:

Each owner shall also comply strictly with the provisions of the Declaration, By-Laws and published rules and regulations of the Brookwood Lake Homeowners Association, Inc., as amended, which relate to or regard the Recreation Facilities, the Recreation Assessments or Recreation Membership in general. In the event that any Recreation Member violates such provisions of the Declaration, By-Laws or rules and regulations, the Glenmoor Association shall have all powers of enforcement against such Recreation Member as set forth herein and in the Brookwood Lake Declaration.

Article XII, Section 4 is amended to add in the first sentence after the words "any assessment", the following: "including any Recreation Assessment".

8.

Article XIII is amended to add an additional Section 4 as follows:

4. Amendments Relating to Recreation Facilities.

No amendment of matters pertaining to the Recreation Facilities provided for herein, including but not limited to matters regarding membership, assessment and enforcement shall be valid and binding unless approved by both the owners holding at least two-thirds (2/3) of the total eligible votes of the Brookwood Lake Homeowners Association, Inc. and the owners holding at least two-thirds (2/3) of the total eligible votes of the Glenmoor Forsyth Homeowners Association, Inc. This provision shall not be applicable until an amendment is recorded by Brookwood Lake Homeowner's Association, Inc. incorporating corresponding explanations of rights and obligations incumbent on its members as to the Recreation Facilities, including, but not limited to the right of use and enjoyment of the Recreation Facility by Glenmoor residents and equal voting rights between the members of the respective homeowner's associations regarding the approval

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of a Recreation Budget and related assessments. Until such time as Brookwood Lake Homeowner's Association, Inc. records such amendment, this amendment to the provisions of Article XIII shall not apply and the Glenmoor Declaration shall be amendable in all respects, including any provisions relating to the Recreation Facilities, pursuant to the provisions of Article XIII as it exists before this Amendment.

IN WITNESS WHEREOF, the undersigned officers hereby certify that the above amendment was duly adopted by the Declarant pursuant to the terms and provisions of the Declaration.

This 17 day of May, 1999.

Glenmoor Forsyth Homeowner's
Association, Inc., by Declarant Beazer
Homes Corp.

By: [Signature]
President/Georgia Division

Attest: [Signature]
Assistant Secretary/Georgia Division

Sworn to and subscribed
before me this 17 day
of May, 1999.
[Signature]
Notary Public
Witness

Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 7, 2002