



Doc ID: 013248500005 Type: GLR
 Recorded: 11/20/2012 at 01:31:10 PM
 Fee Amt: \$26.00 Page 1 of 5
 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct
 BK **6485** PG **144-148**

Pret

After recording, please return to:
 Rachel E. Conrad
 Dorough & Dorough, LLC
 Attorneys at Law
 160 Clairemont Avenue
 Suite 650
 Decatur, Georgia 30030
 (404) 687-9977

CROSS REFERENCE: Deed Book: 3687
 Page: 307

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR RIVERBROOKE SUBDIVISION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERBROOKE SUBDIVISION (hereinafter referred to as "First Amendment") is made this 19th day of November, 2012 by **FW11 RIVERBROOKE LLC**, a Georgia limited liability company (hereinafter referred to as "FW11 Riverbrooke" or "Declarant") and **RIVERBROOKE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association");

WITNESSETH

WHEREAS, Riverbrooke, LLC, a Georgia limited liability company ("Riverbrooke"), as Declarant, executed that certain Declaration of Covenants, Conditions, and Restrictions for Riverbrooke Subdivision, recorded June 7, 2004, at Deed Book 3367, Page 240, *et seq.*, Forsyth County, Georgia land records; as amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Riverbrooke Subdivision, which was recorded on February 23, 2005, in Deed Book 3687, Page 307, *et seq.*, aforesaid records (hereinafter as such document may have been supplemented and/or amended from time to time collectively referred to as the "Declaration"); and

WHEREAS, Riverbrooke assigned all of its right, title, interest, powers, privileges, benefits and obligations as Declarant arising under the Declaration to Atreus Communities of Forsyth, Inc., f/k/a HomeLife Communities of Forsyth, Inc. ("Atreus"), pursuant to that certain

Assignment of Declarant's Rights for Riverbrooke Subdivision, recorded January 17, 2008, at Deed Book 5012, Page 66, *et seq.*, aforesaid records; and

WHEREAS, Atrous assigned all of its right, title, interest, powers, privileges, benefits and obligations of Declarant under the Declaration to FW11 Riverbrooke pursuant to that certain Assignment of Declarant's Rights, recorded December 27, 2011, at Deed Book 6150, Page 477, *et seq.*, aforesaid records; 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, Article XIV, Section 14.2 of the Declaration provides that during the Class "B" Control Period, Declarant may unilaterally amend the Declaration for any purpose; provided, however, such amendment shall not materially adversely affect the title to any Owner's Lot unless such Unit Owner consents thereto; and

WHEREAS, the Class "B" Control Period, as such term is defined in the Declaration, has not expired; and

WHEREAS, this First Amendment does not materially adversely affect the title to an Owner's Lot; and

WHEREAS, FW 11 Riverbrooke, as the Declarant and sole Class "B" Member, desires to amend the Declaration as provided herein;

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

1.

The Declaration is hereby amended by deleting Article VIII, Section 8.8 of the Declaration, entitled "Date of Commencement of Assessments," in its entirety and replacing it with a new Section 8.8 to read as follows:

8.8. Date of Commencement of Assessments.

Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Unit on the date that the Unit has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. The

first annual General Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time the assessments commence on the Unit.

Notwithstanding anything to the contrary in this Declaration, Declarant shall be exempt from the payment of assessments on any Unit it owns in the Community so long as the residential dwelling located on such Unit has not been issued a certificate of occupancy and is not occupied.

2.

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

3.

This First 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 current Owners of a Lot subject to the Declaration.

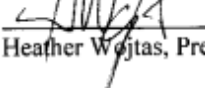
4.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby acknowledges, approves and executes this First Amendment under seal, this 19th day of November, 2012.

ASSOCIATION: **RIVERBROOKE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 
Heather Wojtas, President

Signed, sealed, and delivered in the presence of:

[AFFIX CORPORATE SEAL]


WITNESS


NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FW11 Riverbrooke, as the Declarant and sole Class "B" Member, has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: **FW11 RIVERBROOKE LLC**, a Georgia limited liability company

By: FAIRWAY FUND XI LOTS LLC, a New York limited liability company, as its Member

By: FAIRWAY CAPITAL, LLC, a New York limited liability company, its Managing Member

By: _____ (SEAL)
Print Name: Prof. Beate
Title: _____

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

Carmen Roberts
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



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