

After Recording Return to:  
Dyer & Rusbridge, P.C.  
291 E. Main St.  
Canton, GA 30114

**Cross Reference:** Declaration of Covenants,  
Restrictions & Easements for Mountain Brooke  
North recorded in Deed Book 8135, Page 49,  
Cherokee County, Georgia Records.

**AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS & EASEMENTS FOR  
MOUNTAIN BROOKE NORTH**

This Amendment to the Declaration of Covenants, Restrictions & Easements for Mountain Brooke North (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by the Mountain Brooke North Homeowners Association, Inc. (the "Association").

**W I T N E S S E T H:**

**WHEREAS**, Mountain Brooke North is a residential subdivision located in Cherokee County, Georgia (the "Community"), created pursuant to that certain Declaration of Covenants, Restrictions & Easements for Mountain Brooke North, recorded on August 18, 2005 in Deed Book 8135, Page 0049, et seq., Cherokee County, Georgia records (hereinafter, together with all duly recorded amendments and supplements thereto, being collectively referred to as the "Declaration"); and

**WHEREAS**, pursuant to Article X of the Declaration, the Declaration may be amended upon the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the total votes in the Association; and

**WHEREAS**, the Association desires to amend the Declaration to adopt (1) a Capital Contribution Fee, and (2) a Foreclosure Fee, for the benefit of the Community, in addition to making clarifications to certain parts of the Declaration; and

**WHEREAS**, this Amendment has been approved by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the total eligible vote, as evidenced by the sworn statement of the President and Secretary of attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

1. Article IV of the Declaration is hereby amended by adding to the end of said Article a new Section 4.12, which shall read as follows:

"Section 4.12. Initiation Fee. Subsequent to the recording of this amendment in the Cherokee County land records, each subsequent transfer of title to a Lot, after the initial transfer of the

Lot to an Owner from the Declarant, shall pay to the Association at the time of acquisition of such Lot, a non-refundable initiation fee. The initial fee shall be Five Hundred and no/100 Dollars (\$500.00) and can be changed from time to time by the Board of Directors. No change shall be effective until it is revised in the Cherokee County Land Records. No initiation fee shall be deemed an advance payment of regular or special assessments. Notwithstanding anything to the contrary herein, no initiation fee shall be due from (i) any person or entity who takes title through foreclosure (or deed in lieu of foreclosure) upon the lien of any first priority mortgage covering the Lot or the lien of any secondary purchase money mortgage covering the Lot, (ii) any grantee who is the spouse or former spouse of the grantor, (iii) any grantee to whom a Lot is transferred by will or under the laws of intestacy, and (iv) any grantee to whom a Lot is transferred as a gift, that is, gratuitously and without legal and valuable consideration. This initiation fee shall be an assessment which is the personal obligation of the Owner, and shall constitute a lien which may be collected as provided in Section 4.11 of this Article.

2. Article IV of the Declaration is hereby further amended by adding to the end of said Article a new Section 4.13, which shall read as follows:

“Section 4.13. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages or deeds to secure debt against Lots create substantial administrative costs and other burdens on the Association, including, but not limited to, having to review legal periodicals to monitor and determine if and when foreclosure on a Lot occurs, conducting title searches in the Cherokee County, Georgia records to determine the names of the purchaser(s) at foreclosure sales, researching and obtaining contact information for contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records on multiple occasions to deal with just a single Lot. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot through a foreclosure of a mortgage or deed to secure debt on such Lot or by deed in lieu of foreclosure shall be required to pay to the Association a fee equal to the then current annual assessment immediately upon the recordation of the foreclosure deed or deed in lieu of foreclosure in the Cherokee County, Georgia records (hereinafter, the “Foreclosure Administration Fee”). The Foreclosure Administration Fee shall constitute a specific assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments.”

3. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Amendment are declared to be severable.

4. Miscellaneous. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration or Bylaws of the Association, the terms of this Amendment shall control. All capitalized words used in this Amendment and not defined in this Amendment shall have the meanings ascribed to such words in the Declaration. Except as amended herein, the terms and provisions in the Declaration shall remain in full force and effect. This Amendment shall be effective upon its filing for record in the public records of Cherokee County, Georgia and shall be binding upon and inure to the benefit of all Owners within the Mountain Brooke North subdivision and their respective successors-in-title.