

Type: STATE LAND RECORDS  
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Fee Amt: \$32.00 Page 1 of 11  
Forsyth County, GA  
Greg G. Allen Clerk Superior Ct

Participant ID: 0283063948

**BK 9146 PG 707 - 717**

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2800 Century Parkway; Suite 275  
Atlanta, Georgia 30345  
Attn: AHB  
1878.03

STATE OF GEORGIA  
COUNTY OF FORSYTH

Cross Reference:      Deed Book:      7232  
Page:                      696

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR ORCHARD LAKE**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ORCHARD LAKE (hereinafter referred to as the "Amendment") is made as of the 10 day of December, 2019 by ORCHARD LAKE COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

**WITNESSETH:**

**WHEREAS**, REO Funding Solutions III, LC, a Georgia limited liability company, and Almont Homes NE, Inc., a Georgia corporation, as Declarants, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Orchard Lake on December 30, 2014, in Deed Book 7232, Page 696, *et seq.*, of the Forsyth County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, 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 and By-Laws to have the power and authority set forth therein; and

**WHEREAS**, pursuant to Article XII, Section 4 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots; provided that, during the Development Period, the Declarants must give affirmative written consent in order for such amendment to become effective; and

**WHEREAS**, Owners representing at least two-thirds (2/3) of the Lots now desire to amend the Declaration as set forth herein and intend for this Amendment to be prospective only; and

**WHEREAS**, the Development Period has expired and no consent from Declarant is necessary; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference are the sworn statements of the President and Secretary of the Association, which sworn statements certify that the approval of this Amendment by the Members was lawfully obtained;

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

1.

**The "NOW THEREFORE" introductory paragraph of the Declaration shall be modified by appending the following:**

This document does not and is not intended to create a condominium within the meaning of the Georgia Condominium Act, O.C.G.A. Section 44-3-70, *et seq.*

The property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.* (the "Act") as the Act may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the provisions of the Act, then to the extent that the provisions of the Act cannot be waived by agreement, the Act shall control.

2.

**Article I of the Declaration is hereby amended by adding the following new subsection 35 to the end thereto:**

(35) "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as such act may be amended from time to time.

3.

**Article V, Section 12 of the Declaration is hereby deleted in its entirety and the following new Section 12 entitled "Capital Contribution Due at Acquisition" is substituted therefor:**

Section 12. Capital Contribution Due at Acquisition. Upon acquisition of record title to a Lot by each Owner, a nonrefundable contribution to the capital of the Association ("Capital Contribution") shall be collected from the purchaser of the Lot by the Association at closing. The Capital Contribution shall be an amount to be determined by the Board in a resolution, but not to exceed one and a half times the then-current annual assessment and shall not be pro-rated. The Capital Contribution may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

4.

**Article VII, Section 5 of the Declaration is hereby deleted in its entirety and the following new Section 5 entitled "Vehicles" is substituted therefor:**

Section 5. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, scooters, go-carts, trucks, campers, buses, vans and automobiles. Vehicles shall not be parked on any streets within the Community for more than twelve (12) consecutive hours, without written permission by the Board of Directors. Vehicles shall not be parked on the Common Areas (except in designated parking areas). All parking shall be subject to such rules and regulations as the board may adopt. All residences shall contain a garage; carports shall not be permitted. No towed vehicles, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, truck with camper top, commercial vehicle, truck over one ton capacity, trailer, motorcycle minibike, scooter, go-cart or similar recreational

vehicle shall be permitted on any Lot (or in a Common Area parking lot), except if kept in an enclosed garage, for periods longer than forty-eight (48) consecutive hours (the intent of this provision is that the aforementioned vehicles may not be stored on a Lot or the Common Area so as to break the continuity of the forty-eight (48) consecutive hours, and doing so shall not be sufficient to establish compliance with this restriction). Owners or Occupants may not use the Common Area for parking except in designated parking spaces for periods more than twelve (12) consecutive hours, unless given written permission by the Board of Directors. Any such vehicle shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be subject to the restrictions contained in this paragraph provided such vehicles are used on a regular basis for transportation and the camper is stored out of public view upon removal from the vehicle. No vehicle may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community. No motorized vehicles shall be permitted on pathways or unpaved Common Areas except from public safety vehicles and vehicles authorized by the Board.

5.

**Article VII, Section 6 of the Declaration is hereby deleted in its entirety and the following new Section 6 entitled "Garbage and Trash Removal" is substituted therefor:**

**Section 6. Garbage and Trash Removal.** No trash, garbage, debris or other waste matter of any kind may be burned within the Community unless approved by Forsyth County or other applicable authority. All rubbish, trash, garbage shall be regularly removed from each Lot and shall not be allowed to accumulate therein. Each Owner and Occupant shall be responsible for ensuring that their garbage is disposed of properly, on a regular basis, that trash receptacles are used properly and do not remain at the curb on trash collection days for longer than twenty-four (24) hours at a time. All garbage receptacles shall be stored in a manner to be screened from view when not placed at the curb for trash collection day.

6.

**Article V, Section 3 of the Declaration is hereby deleted in its entirety and the following new Section 3 entitled "Specific Assessments" is substituted therefor:**

**Section 3. Specific Assessments.** The Board may assess Owners for unbudgeted expenses that benefit less than all of the Lots, which may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received, and for expenses incurred to bring any Lot into compliance with the Community Wide Standard, or costs incurred as a consequence of the conduct of the Owner or Occupants of such Lot, such as the levy of a fine or cost to repair damage caused to the Common Area in accordance with Section 44-3-225(a) of the Act.

7.

**Article VII, Section 21 of the Declaration is hereby deleted in its entirety.**

8.

**Article XII of the Declaration is hereby amended by deleting the existing Section 19 and appending the following new Section 19 thereto:**

**Section 19. Leasing.** In order to protect the equity of the individual Owners within the Community and to carry out the purpose for which the Community

was formed by preserving the character of the Community as a residential community of Owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, leasing of Lots is prohibited.

(a) Definitions.

- (i) "Authorized Corporate Occupant" means the Occupant designated by an Owner of a Lot who is a corporation, limited liability company, partnership, or trust or other legal entity not being a natural person. If the record title Owner of a Lot is a corporation, limited liability company, partnership, or trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the Authorized Corporate Occupant, who will occupy the Lot. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot. Occupancy of an entity-owned Lot by any person that does not qualify as an Authorized Corporate Occupant hereunder shall be unauthorized and shall be deemed to constitute leasing under this Section.
- (ii) "Effective Date" means the date that this Amendment is recorded in the Forsyth County, Georgia land records.
- (iii) "Grandfathered Owner" means an Owner who is lawfully leasing his or her Lot on the Effective Date, who is current in the payment of all assessments and other charges owed to the Association, and who, within 30 days of the Effective Date, provides the Board with a copy of the lease in effect on the Effective Date. For the purpose of this provision, "current in the payment of all assessments and other charges" shall mean that the Owner is not shown on the books and records of the Association as being more than 30 days delinquent in the payment of assessments or other charges. Grandfathering hereunder shall continue only until the earlier of:
  - (A) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse or former spouse); or
  - (B) the date that the Grandfathered Owner is shown on the books and records of the Association as being more than 30 days delinquent in the payment of any assessments or other charges owed to the Association hereunder.
- (iv) "Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof
- (v) "Leasing" means the occupancy of a Lot by any person(s) other than:

- (A) the Lot Owner or a parent, grandparent, spouse, or former spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board;
- (B) an Authorized Corporate Occupant; or
- (C) a roommate of any of the above who also occupies the Lot as his or her primary residence.

A person occupying a Lot may only qualify to be an Authorized Corporate Occupant if no rent or consideration is paid or provided to the Lot Owner by or for the occupant. Additionally, a Lot may be considered to be leased hereunder even if no rent is paid to the Owner, if the Occupant does not constitute one of the Occupants exempted from leasing above.

- (vi) "Leasing Cap" means the maximum total number of outstanding leasing permits including Grandfathered Lots, but excluding hardship leasing permits that are permitted before additional leasing permits may be issued hereunder. The Leasing Cap shall be 5 Lots.

(b) Authorized Leasing. Owners may lease their Lots only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a leasing permit from the Board as provided below; (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below; or (4) the Owner or lessee is the Association. The leasing permit and hardship leasing permit are not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Lots is strictly in compliance with the conditions and requirements specified in this Section. These conditions and requirements are of utmost importance in maintaining the high quality of the Community.

- (c) Leasing Permits. If any other Owner requests a Leasing Permit and complies with the conditions and requirements of this Section, the Board of Directors shall issue a Leasing Permit to the Owner within 15 days of receipt of all documentation, fees, or other information as may be required herein, if no more than 5 of the total number of Lots are either Grandfathered or have been issued Leasing Permits.

Owners who have been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit, if the Owner requests in writing, when the above conditions have been satisfied. 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 may refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge or if the Owner is in violation of the Declaration, By-Laws or Association rules. Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Owners or Lots.

- (d) Hardships Leasing Permits. If an Owner wishes to lease and does not satisfy the conditions and requirements for leasing under this Section, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one year or as

otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such Permit is discretionary. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (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 involvement in creating the hardship and ability to cure the hardship, and (4) whether previous hardship leasing permits have been issued to the Owner.

- (e) Expiration and Revocation of Permits and Grandfathering Status. Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse or former spouse). Leasing Permits and Hardship Permits also expire if the Lot is not leased as provided herein within 120 days of the issuance of the Leasing Permit or Hardship Permit or if the Owner fails maintain a lease for more than 120 consecutive days at any point after a Permit is issued. The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner and/or the Lot Occupant or any guest of the Owner or Occupant violates the Declaration, By-Laws, rules and regulations of the Association or any applicable laws or ordinances. Grandfathering status is automatically revoked if the Grandfathered Owner conveys title to the Lot to any person other than the Owner's spouse or former spouse or if the Owner is shown on the books and records of the Association to be more than 30 days delinquent in the payment of assessments. A revocation or expiration of the Permit or Grandfathering status serves as an immediate revocation of the lease agreement in place at the time.
- (f) General Leasing Provisions. Except for roommates of an Owner as provided above, Lots may be leased only in their entirety pursuant to a single lease. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of one year, except with written Board approval. Transient tenants or occupants are not permitted in Lots. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or other similar arrangement whereby any person is granted, by Owner for compensation in any form, a right to enter and/or occupy a Lot for any period of time shorter in duration than is required hereunder; the listing hereinabove shall not be considered exhaustive or exclusive with regard what constitutes leasing hereunder, and same shall hereinafter be referred to as "short-term leasing." When requesting a Leasing Permit or a Hardship Leasing Permit, an Owner shall provide the following: (1) a copy of the proposed lease; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Lot; (3) the Owner's Lot address, and the Owner's phone number, email address, work location, work phone number, and physical street address to be occupied by the Owner when the Lot is leased; (4) written and signed confirmation of the provision of all governing documents, including, but not limited to, the Declaration, By-Laws, design guidelines, and all rules and regulations to the tenant and all Lot occupants; and (5) such other information or administration fees as may be required by the Board.

An Owner who is issued a Leasing Permit or Hardship Permit shall be required to pay to the Association an annual Leasing Administration Fee in an amount to be

determined by the Board from time to time, but in no case shall the Leasing Administration Fee exceed one-half of the then-current annual assessment. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

The Owner of a leased Lot shall provide the Board with a copy of the executed lease within 10 days after executing a lease for the Lot and within 10 days of request by the Board during the lease term. If any of the information regarding the Occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and Occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of \$250.00, plus additional daily fines for continued violation of these provisions.

- (g) Compliance and Enforcement by Association. Occupants of Lots shall control the conduct of their families and guests to assure compliance with the Declaration, By-Laws, and Association rules and regulations and shall indemnify and hold the Association harmless for any such person's failure to comply. Any violation of any provision of the Declaration, By-Laws, and rules and regulations by any Occupant of a Lot or person living with an occupant, shall constitute a default under the lease and authorizes the Association to declare the lease in default and terminate the lease and the Lease Permit or Hardship Permit for any such violation. The Association may bring an action against the Owner and/or occupant(s) for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, By-Laws, or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of the occupant(s)), for violations of the Declaration, By-Laws, or Association rules and regulations or the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. The Owner delegates and assigns to the Association, at the Board's discretion, the power to evict the occupant(s) on behalf of and for the benefit of the Owner. If the Association proceeds to evict the occupant(s), any cost associated therewith, including all attorneys' fees actually incurred and court costs, shall be specially assessed against Owner's Lot and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot and Owner. If any occupant, or any guest, invitee, licensee, or family member of the Occupant violates the Declaration, By-Laws, and Association rules and regulations for which a fine is imposed, such fine may be assessed against the Occupant and/or Owner, as provided in the Declaration and By-Laws. Any Owner wishing to lease his or her Lot after any such default must request another Leasing Permit or Hardship Leasing Permit in writing or, if the Leasing Cap is met, must request in writing to have his or her name placed on the waiting list. The Board may, in its discretion, deny Leasing Permits or Hardship Leasing Permits for a period not exceeding 12 months to any Owner with a history of more than one default.

9.

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

10.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Forsyth County, Georgia.

11.

Except as otherwise provided herein, the Declaration shall remain unchanged.



IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

**ASSOCIATION:** **ORCHARD LAKE COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: *[Signature]*

Name: MICHAEL L. BRIT

Title: President

Attest: *[Signature]*

Name: DAVID BORING

Title: Secretary

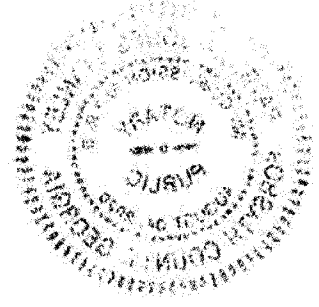
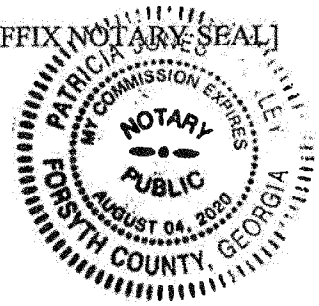
Signed, sealed, and delivered  
in the presence of:

*[Signature]*  
WITNESS

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 8/4/2020

[AFFIX NOTARY SEAL]



Sworn Statement of President of  
Orchard Lake Community Association, Inc.


STATE OF GEORGIA  
COUNTY OF FORSYTH

Re: Orchard Lake Community Association, Inc.

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

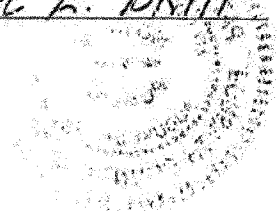
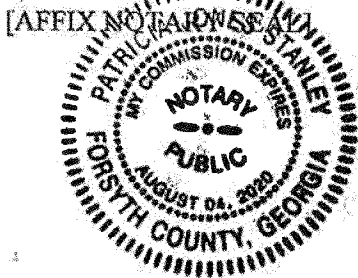
1. Deponent is the President of Orchard Lake Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Orchard Lake was approved by the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declaration of Covenants, Conditions, Restrictions and Easements for Orchard Lake.

This the 10<sup>TH</sup> day of DECEMBER, 2019.

By:   
Name: MICHAEL L. BRITT

Sworn to and subscribed before me this  
10<sup>th</sup> day of December, 2019.

Patricia Jones Stanley  
NOTARY PUBLIC



**EXHIBIT "A"**

Page 2 of 2

Sworn Statement of Secretary of  
Orchard Lake Community Association, Inc.

STATE OF GEORGIA  
COUNTY OF FORSYTH

Re: Orchard Lake 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 Orchard Lake Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Orchard Lake was approved by the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declaration of Covenants, Conditions, Restrictions and Easements for Orchard Lake.

This the 10<sup>th</sup> day of December, 2019.

By: 

Name: DAVID BORINK

Sworn to and subscribed before me this  
10<sup>th</sup> day of December, 2019.

  
NOTARY PUBLIC

[AFFIX NOTARY SEAL]

