

After Recording Return To: Bethany Spring Homeowners Association 505 Lakeland Plaza, P.O. Box 176 Cumming, GA 30041 Attn: Scott Martell

STATE OF GEORGIA COUNTY OF FORSYTH



Doc ID: 019352560038 Type: GLR Recorded: 06/23/2022 at 01:31:17 PM Fee Amt: \$25.00 Page 1 of 38-39 Forsyth County, GA Greg G. Allen Clerk Superior Ct

BK 10751 PG 391-428 A

Cross Reference: Deed Book 622, Page 61-5

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

This Amendment to the Declaration of Covenants, Conditions and Restrictions (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Jerry L. Morris and David Greer (hereafter referred to as "Declarant"), two (2) individuals recorded that certain Declaration of Covenants, Conditions, and Restrictions on November 19, 1992, in Deed Book 622, Page 615 et seq. of the Forsyth County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Bethany Spring Homeowners Association, Inc. (hereafter referred to as "Association") is the homeowners association referred to the identification in the Declaration;

WHEREAS, the Declaration has been amended, as follows:

Recording Date	Deed Book/Page
January 18, 1993	633 / 302 et seq.
May 14, 1993	657 / 428 et seq.
December 7, 1993	713 / 326 et seq.
August 1, 2003	2930 / 392 et seq.
November 14, 2005	4045 / 28 et seq.
October 2, 2012	6426 / 15 et seq.
December 12, 2019	9143 / 722 et seq.

WHEREAS, the Declaration has been amended by certain prior amendment recorded in Deed Book 6426, Pages 15 – 63 of the Forsyth County, Georgia land records, wherein the Association has been submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., as the same may be modified, supplemented or amended; and

WHEREAS, pursuant to Article VII, Section 3 of the Declaration, the Declaration may be amended by an agreement or agreements signed by at least two-thirds (2/3) of the Owners of Lots and incorporate by reference into the amendment, and that the agreement or agreements signed by at least two-thirds (2/3) of the Owners of Lots may be, but shall not be required to be, submitted to the Owners for approval in the form of written consent, written ballot, or affirmative vote, or any combination thereof: and

WHEREAS, at least tw0-thirds (2/3) of the Owners of Lots have consented to this Amendment by providing approval in the form of written consents, and those written consents are incorporated herein by reference: and

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

1.

Article IV, Section 1 of the Declaration is amended by striking same in its entirety and substituting therefore the following:

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) initiation assessments, and (4) leasing assessments, such assessments to be established and collected as hereinafter provided. The annual, special, initiation and leasing assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2.

Article IV, Section 6 of the Declaration is amended by striking same in its entirety and substituting therefore the following:

<u>Section 6. Uniform Rate of Assessment.</u> Annual, special, initiation and leasing assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Article IV, Section 10 of the Declaration is added as follows:

<u>Section 10. Initiation Assessment.</u> After the consent and recording of this Amendment to the Declaration, an initiation assessment, will be levied upon any Lot that undergoes a transfer of ownership, with the obligation resting on the new owner and due at the closing of the transfer. The initiation assessment shall be in addition to and equal to the amount of the annual assessment for the calendar year when the transfer occurs and due at transfer.

4.

Article IV, Section 11 of the Declaration is added as follows:

Section 11. Leasing Restrictions and Assessments. After the consent and recording of this Amendment to the Declaration, no more than five (5) Lots that are leased for non-owner occupancy at time of the consent and recording of this Amendment to the Declaration will be allowed to continue to lease the Lot for non-owner occupancy with the following conditions:

- All leases must be a minimum of twelve (12) months and must be approved and filed with the Board of Directors, with lessee contact information.
- Owners will be assessed an annual leasing administration fee of \$1,000, for Lots with a Board of Directors approved lease, due and payable with the annual assessment.
- Owners will be assessed an additional leasing administration fee of \$500, if there is a change in lessee. No sub-leases will be allowed.
- If the Owner or lessee violates any part of the Declaration, By-Laws, or subsequent amendments thereof, the Owner will be given written notice of the violation and will have sixty (60) days to cure the violation. If the violation is not cured within sixty (60) days, the Lot will no longer be eligible to be leased.
- Once the ownership of a Lot is transferred, it is no longer eligible to be leased.

If a Lot is non-owner occupied without meeting the conditions of this Section 11, the Owner will be assessed a \$500 monthly fee until the non-owner occupancy ceases.

5.

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

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

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	Signature of Co-Owner (if any)	
	Sworn to and subscribed before me This 9 day of 1 2022 This 9 day of 1 2022	
_	Witness:	

Notary Public

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Signature of Co-Owner (if any)

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Votary Public

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Dated this 2 day of June, 2022

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Signature of Owner

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Signature of Co-Owner (if any)

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of
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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"),
which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.
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Signature of Co-Owner (if any)
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This day of 1 (01) 2022
Witness:
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Dated this day of, 2022	BETHANY SPRING HOMEOWNERS ASSOC., IN
	Signature of President Scott Martell
Sworn to and subscribed before me This day of, 2022	
Witness:	The state of the s
Notary Public	BETHANY SPRING HOMEOWNERS ASSOC., IN
	Signature of Vice President Jason Jewett
Sworn to and subscribed before me This day of, 2022	
Witness:	
Notary Public	

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Dated this $\frac{11}{2}$ day of $\frac{11}{2}$, 2022

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1955 Quail Hollow Dr. Cumming, GA 30041
Print Address
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Signature of Owner

Sworn to and subscribed before me This \bigcirc day of \bigcirc \bigcirc \bigcirc \bigcirc , 2022

Witness:

Notary Public

Signature of Co-Owner (if any)

Sworn to and subscribed before me This \ day of May, 2022

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Notary Public

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of

Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

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Witness:	
Notary Public	

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	This I day of Witness:	PUBLIC May 19, 2019 COUNTY	S. C.		•	
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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

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	Miriam Sallo Signature of Owner
Sworn to and subscribed before me This 22day of May, 2022 Witness: Notary Public	OFFICIAL SEAL VANESSA M. CUSTODIO Notary Public, Georgia FORSYTH COUNTY My Commission Expires JULY 17, 2022
	Signature of Co-Owner (if any)
Sworn to and subscribed before me This day of, 2022	
Witness:	
Notary Public	

I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Bated this 9 day of Work 19,200 Signature of Owner Signature of Owner Signature of Owner Signature of Owner Signature of Co-Owner (if any)

Sworn to and subscribed before me This day of 2022

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Notary Public

Sworn to and subscribed before me This day of 2022



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Dated this 4th day of June 2022	2055 Bethany Spring Trace
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Sworn to and subscribed before me This day of NCVY, 2022 Witness:	Print Address Signature of Owner Signature of Owner NOTARY PUBLIC COUNTY
Sworn to and subscribed before me	Signature of Co-Owner (if any)
This day of, 2022	
Witness:	
Notary Public	

I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Dated this day of May 19, 2012

Sworn to and subscribed before me

Sworn to and subscribed before me This 22 day of 2022

Witness:

Notary Public

Sworn to and subscribed before me This day of 2022

Witness:

Notary Public

Signature of Co-Owner (if any)

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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Dated this day of Jane, 2022

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Witness:

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This 28 day of May 2022
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I/We hereby express my/our agreement, approval and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Homeowners Subdivision ("Declaration"), which seeks to institute initiation and leasing assessments and fees, as well as establish leasing restrictions and conditions.

Dated this day of	2030 Bethany Spring Trace Cumming Go Pring Address 30041 Signature of Gwner S
Sworn to and subscribed before me This // day of // lul /, 2022 Witness: Notary Public My Co	DIANNA F WILLIAMS NOTARY PUBLIC Effingham County, Georgia State of Georgia omm. Expires April 27, 2025
	Signature of Co-Owner (if any)
Sworn to and subscribed before me This day of, 2022	
Witness:	
Notary Public	•

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