

BK 5792 PG 585 - 593

After Recording Return To:
Codi J. Butler
Slepian & Schwartz
42 Eastbrook Bend
Peacethree City, Georgia 30269

Cross-reference to Deed Book 2461, pages 603-629
Fayette County, Georgia Records

Space above to be used for recording purposes.

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MILLBROOK VILLAGE SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Millbrook Village Subdivision is made and entered effective this 27th day of December, 2024 by the Millbrook Village HOA, Inc., a nonprofit corporation organized and existing, in good standing, under and by virtue of the laws of the State of Georgia (hereinafter referred to as "Millbrook Village" or as "the Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Millbrook Village was recorded the 9th day of March, 2004 at Deed Book 2461, pages 603-629, Fayette County, Georgia Records (hereinafter referred to as "the Original Declaration");

WHEREAS, pursuant to O.C.G.A. § 44-3-226, the Original Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total Association vote and the consent of the Declarant (so long as Declarant has the right unilaterally to subject additional property to this Declaration);

WHEREAS, the Declarant no longer has the right to unilaterally subject additional property to the provisions of the Original Declaration, and therefore, the consent of the Declarant is not required to amend the Original Declaration;

WHEREAS, pursuant to Article 12, Lots may be leased for residential purposes.

WHEREAS, Millbrook Village and its Members desire to amend Article 12 of the Original Declaration to restrict the leasing of Lots.

WHEREAS, pursuant to Article 6, Lots must be maintained; but the Association has no corrective remedy available for lawn care.

WHEREAS, Millbrook Village and its Members desire to amend Article 6 of the Original Declaration to authorize the Association to take corrective measures if proper lawn care is not provided on any Lot.

WHEREAS, at least two-thirds (2/3) of the total Association vote have voted to approve the terms of this Amendment;

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference is the sworn statement of the incumbent President of the Association, which sworn statement states unequivocally that this Amendment was adopted in compliance with applicable Georgia law; and

WHEREAS, attached hereto as Exhibit "B" and incorporated herein by this reference is the sworn statement of the incumbent Secretary of the Association, which sworn statement states unequivocally that this Amendment was adopted in compliance with applicable Georgia law;

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

1.

The Original Declaration is hereby amended by adding into "Article 1" of the Original Declaration, entitled "Definitions", additional definitions to be defined as follows:

(n) "Non-Owner Resident" or "Tenant" shall together and independently, in their plural or singular form, mean and refer to any Person(s) occupying the Lot, whom is not the Owner of the Lot.

(o) To "lease" or "rent", in their verb form, shall together and independently mean and be referred to as the act upon which an Owner of a Lot allows for a Non-Owner Resident to occupy the Lot regardless of whether the Owner is compensated for the Non-Owner Resident's occupancy. However, this definition shall not apply to Non-Owner Residents who **live with** the Owner and do not provide compensation to the Owner for such living arraignments.

(p) "Short-Term Rentals" shall mean and refer to the leasing or renting of Lots for any period of time or duration less than 6 months. The calculation for the use of this term shall occur based on each independent Non-Owner Resident's use of the Lot, and shall not be the cumulation or combination of multiple independent Non-Owners Resident's time present on the Lot. Examples of Short-Term Rentals include, but are not limited to: (i) bed and breakfasts; (ii) Airbnbs; (iii) leases with independent and distinctive terms of less than 6 months; (iv) month-to-month leases; (v) month-to-month occupancies; etc.

2.

The Original Declaration is hereby amended by deleting Article 12, Section 1, of the Original Declaration entitled "Notice" in its entirety and replacing it with a new provision for Article 12, Section 1 to read as follows:

Section 1. Permitted Leases. The Association shall limit the number of Lots (detached and attached) that can be rented at the same time to no more than ten (10). No Short-Term Rentals shall be allowed within the Community. Lots may be rented only in their entirety; no fraction or portion may be rented to any one or more Person(s). All Lots leased shall count towards the limit set forth above, including those excepted from such limit and Grandfathered in, as defined in Section 5 below.

3.

The Original Declaration is hereby amended by deleting Article 12, Section 2, of the Original Declaration entitled "General" in its entirety and replacing it with a new provision for Article 12, Section 2 to read as follows:

Section 2. Incorporation. All leases and Non-Owner Residents are subject to the provisions of the Declaration and By-Laws, as they have been or may be amended from time-to-time. All renting Owners must make available to Non-Owner Residents copies of the Declaration, By-Laws, rules and regulations of the Association, and any of the forgoing documents' amendments. Any lease of any Lot in the Community shall be deemed to contain all provisions under Article 12 of this Declaration, whether or not expressly therein stated, and each Owner covenants and agrees that any lease shall make reference to this Article, and incorporate therein, the language within this Article 12. Any Non-Owner Resident, by occupancy in a Lot, agrees to the applicability of this Article 12 and incorporation of the language contained in this Article 12 into the lease, regardless if the incorporation of the same is expressly stated within the lease.

4.

The Original Declaration is hereby amended by deleting Article 12, Section 3, of the Original Declaration entitled "Attorney's Fees and Costs" in its entirety and replacing it with a new provision for Article 12, Section 3 to read as follows:

Section 3. Application and Continuing Obligations. Lot Owners shall notify the Board in writing of their intent to rent their Lot. The Board will then, in turn, notify the Owner of approval or disapproval to rent the Lot based on the total number of Lots currently in a rental status. Owners who rent their Lots without prior approval of the Board will be held in violation of this Amendment and may subject the Owner, the Lot, and the Non-Owner Resident(s) to legal proceedings and/or fine and fees, at the Board's sole discretion, and as set forth in Section 4 of this Article. Lot Owners approved for rentals shall be subject to special assessments each year in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) to maintain the Lot's status as a rental Lot. Failure to pay this special assessment shall be considered a forfeiture of the Lot's status as a rental Lot. Continued use of the Lot as a rental Lot after status forfeiture may subject the Owner, the Lot, and

the Non-Owner Resident(s) to legal proceedings and/or fine and fees, at the Boards sole discretion, and as set forth in Section 4 of this Article. Each Owner shall be required to supply to the Board the lease which controls the Lot at the time of payment of the special assessment. If no lease controls at the aforementioned time, then the Owner shall supply to the Board all necessary documents to indicate continuing efforts to rent the Lot. Upon review of the lease submitted, the Board may require that Owner amend the lease in any manner necessary to bring the lease in compliance with any of the provisions of this Article. Any failure to so bring the lease into compliance shall be considered a forfeiture of the Lot's status as a rental Lot. Continued use of the Lot as a rental Lot after status forfeiture may subject the Owner, the Lot, and the Non-Owner Resident(s) to legal proceedings and/or fine and fees, at the Boards sole discretion, and as set forth in Section 4 of this Article. Owner shall be required to provide direct contact information to any and all Non-Owner Resident(s) renting the Lot.

5.

The Original Declaration is hereby amended by deleting Article 12, Section 4, of the Original Declaration entitled "General" in its entirety and replacing it with a new provision for Article 12, Section 4 to read as follows:

Section 4. Enforcement. Any violation of this Declaration shall constitute a violation of the controlling lease for each Lot and may subject the Owner, the Lot, and the Non-Owner Resident(s) to legal proceedings and/or fine and fees, at the Boards sole discretion, and as set forth in this Section regardless if said violation was caused by or originated with the Non-Owner Resident or the Owner. The Board shall have the right to enforce these provisions as follows, at its sole discretion, against the Owner, the Lot, and/or the Non-Owner Resident:

(a) Appointment and Removal of Non-Owner Resident. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE NON-OWNER RESIDENT(S) OF OWNER'S LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE.** Owner, by and through this appointment, hereby expressly authorizes the Association to bring, maintain, resolve, respond to, address, handle, verify, or testify in any action to remove, evict, or dispossess any and all Non-Owner Resident(s), regardless of the Owner's intention to the continued occupancy of the Non-Owner Resident. This appointment and authorization shall not be an exclusive remedy of the Association for any violations, and can be used concurrently with other remedies, fines, and assessments indicated herein;

(b) Forfeiture of Status as a rental Lot. The Board, in its sole discretions, can immediately revoke the Lot's status as a rental Lot and deny future applications for rental status from the Owner. The immediate revocation shall not be an exclusive remedy of the Association for any violations, and can be used concurrently with other remedies, fines, and assessments indicated herein;

(c) Fines and Assessments. The HOA may fine the Owner and the Lot for violations under this Article. Said fines shall be determined to be the lesser of: (1) 50% of the rents

received while in violation; or (2) monthly assessments of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00). In the event that the Association is unable to determine 50% of the rents received while in violation, the default fine shall be the monthly assessment;

(d) No Waiver. Failure of the Association or the Board to enforce any of these rights shall in no event be deemed a waiver of the right to do so thereafter;

(e) Attorney's Fees and Costs. In the event that the Board or the Association proceeds in any enforcement of this Article, any costs, including attorney's fees and court costs, associated with the enforcement shall be specially assessed against the Owner and the Lot, such being deemed hereby as an expense which benefits the leased Lot and the Owner.

6.

The Original Declaration is hereby amended by deleting Article 12, Section 5, of the Original Declaration entitled "Applicability" in its entirety and replacing it with a new provision for Article 12, Section 5 to read as follows:

Section 5. Applicability. Any ambiguity or vagueness of this provision as to whether an individual is a "Non-Owner Resident" and/or "leasing/renting" the Lot shall be determined at the sole discretion of the Board so long as such discretion complies with the purpose and language of this Article. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first mortgage holder to:

- (a) Foreclose or take title to a Lot pursuant to remedies contained in any mortgage;
- (b) Take a deed or assignment in lieu of foreclosure; or
- (c) Sell or otherwise dispose of a lot acquired by the mortgagee.

Those Owners who obtained title to their Lot by recorded instrument, such instrument having been duly recorded prior to the recording date of this Amendment (the "Effective Date"), and who, on the Effective Date were leasing their Lot, as defined herein, may continue to Lease their Lot in accordance with the terms of the Original Declaration as it existed prior to the Effective Date and shall be considered "Grandfathered" for such purposes; provided, however, that upon the sale, transfer, assignment, deed, or disposal of the Lot to any third-party, regardless if such third-party is related or unrelated to Owner, the Lot will, at the time of such event, become subject to the terms set forth in this Amendment, and the Grandfathered status shall automatically expire.

7.

The Original Declaration is hereby amended by adding to Article 6 a Section 15 titled "Lawn Care" to read as follows:

Section 15. Lawn Care. Notwithstanding any forgoing provisions, requirements, or obligations of any Owner to keep and maintain any Lot in a clean and orderly manner, each Owner and Lot shall specifically be further required to keep and maintain the Lot's lawn in a clean and orderly manner by and through lawn maintenance. Said lawn maintenance shall include keeping the lawn cut at a reasonable height, as determined by the standards throughout the community, and free of weeds. Whether a Lot is in compliance with this Article and Section shall be at the sole discretion of the Board. In the event that a Lot is not in compliance with this Article and Section, the Association, after having given proper notice as required in the Original Declaration, shall be entitled to self-help, as defined in Article 15, Section 2. Said self-help may include the Association hiring or authorizing an agent of the association to enter upon the Lot to provide lawn care services. All costs allowed under Article 15, Section 2, shall be assessed against the Lot and the Owner, including an additional One Hundred Fifty and 00/100 Dollar (\$150.00) administrative fee for each occurrence. The inclusion of this specific Section shall not create an assumption of limitation with regard to the interpretation of the Owner's obligations otherwise contained in this Article, or the remedies available to the Association in the Original Declaration.

8.

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

9.

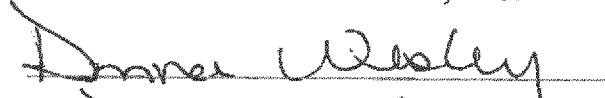
This Amendment shall be effective only upon being recorded in the records of the Clerk of the Superior Court of Fayette County, State of Georgia and shall be enforceable against current Owners of Lots subject to the Original Declaration.

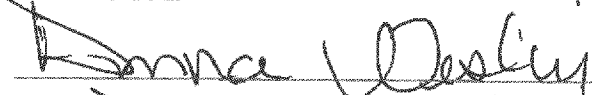
10.

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

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

MILLBROOK VILLAGE HOA, INC.


By: Donna Wesley
Its: President


By: Donna Wesley
Its: Secretary

[CORPORATE SEAL]

[Signature]
Unofficial Witness

Sworn to and subscribed before me this
27th day of December, 2024.

[Signature]
Notary Public
Commission Expires: July 29, 2028

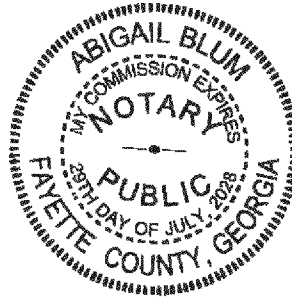


EXHIBIT A

**Sworn Statement and Certification of President of
Millbrook Village HOA, Inc.**

STATE OF GEORGIA
COUNTY OF FAYETTE

Re: Millbrook Village HOA, Inc. – Amendment to Declaration

Personally appeared before me, the undersigned Affiant who, after being duly sworn, deposes and states under oath that:

1. Affiant is the President of Millbrook Village HOA, Inc.
2. Affiant is duly qualified and authorized to make this Affidavit and knows the facts contain herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions for Millbrook Village Subdivision was approved by the Members holding at least two-thirds (2/3) of the total Associate vote in compliance with the amendment terms set forth in Article 15, Section 4 of the Original Declaration and pursuant to applicable Georgia law.
4. Any notices required by the Original Declaration and Georgia law were properly given.
5. Affiant makes this Affidavit and certification of compliance pursuant to the Official Code of Georgia Annotated § 44-2-20.

FURTHER AFFIANT SAYETH NOT, this 27th day of December, 2024

Signed:

Print Name:

Donna Wesley
Donna Wesley

Sworn to and subscribed before me this

27th day of December, 2024

Abigail Blum
Notary Public

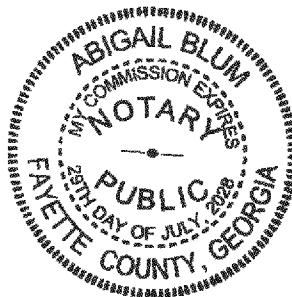


EXHIBIT B

**Sworn Statement and Certification of Secretary of
Millbrook Village HOA, Inc.**

STATE OF GEORGIA
COUNTY OF FAYETTE

Re: Millbrook Village HOA, Inc. – Amendment to Declaration

Personally appeared before me, the undersigned Affiant who, after being duly sworn, deposes and states under oath that:

1. Affiant is the Secretary of Millbrook Village HOA, Inc.
2. Affiant is duly qualified and authorized to make this Affidavit and knows the facts contain herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions for Millbrook Village Subdivision was approved by the Members holding at least two-thirds (2/3) of the total Associate vote in compliance with the amendment terms set forth in Article 15, Section 4 of the Original Declaration and pursuant to applicable Georgia law.
4. Any notices required by the Original Declaration and Georgia law were properly given.
5. Affiant makes this Affidavit and certification of compliance pursuant to the Official Code of Georgia Annotated § 44-2-20.

FURTHER AFFIANT SAYETH NOT, this 27th day of December, 2024

Signed:

Donna Wesley

Print Name:

Donna Wesley

Sworn to and subscribed before me this

27th day of December, 2024

Abigail Blum
Notary Public

