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UPON RECORDING RETURN TO:
Kathy K. Dorough
DOROUGH & DOROUGH, LLC
Attorneys At Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 4508
Page: 273

Cherokee County, Georgia

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BROOKSHIRE

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for Brookshire ("First Amendment") is made by Brookshire Homeowners Association, Inc., a Georgia non-profit corporation (hereinafter called the "Association") and Pulte Homes Corporation, a Michigan corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Pulte Home Corporation, a Michigan corporation, as Declarant, executed that certain Declaration of Covenants and Restrictions for Brookshire, which was recorded on March 27, 2001, in Deed Book 4508, Page 273, *et seq.*, Cherokee County, Georgia records (hereinafter "Declaration"); and

WHEREAS, the Association is a non-profit corporation organized under the Georgia Nonprofit Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, the Association, the Owners and the Declarant desire to amend the Declaration as set forth herein to modify Article X of the Declaration, entitled "Miscellaneous", and intend for this First Amendment to be prospective only; and

WHEREAS, pursuant to Article IX of the Declaration, the Declaration may be amended upon the approval of (a) members of the Association that own in the aggregate no fewer than sixty-seven percent (67%) of the Lots not owned by the Declarant, (b) the Declarant if the Declarant shall then own any Lot or any other portion of Brookshire Property, and (c) HUD and VA, if the Class B membership has not terminated as provided for in Article IV, Section 3 of the Declaration; and

WHEREAS, the Declarant still owns Lots in Brookshire and this Amendment has been approved by the Declarant; and

WHEREAS, the Class B membership has terminated as provided for in Article IV, Section 3 of the Declaration and, therefore, approval by HUD and the VA is not required; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that the required approval of members of the Association that own in the aggregate no fewer than sixty-seven percent (67%) of the Lots not owned by the Declarant was lawfully obtained;

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

1.

Article X, Section 6 of the Declaration is hereby deleted in its entirety and replaced with the following new provision:

Section 6. Enforcement. Each owner and occupant shall comply strictly with the Bylaws, rules, regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in the Declaration, the recorded subdivision plats for the Brookshire Property and in the deed to such owner's Lot, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association, or an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the owner who is responsible (or whose occupants are responsible) for violating the foregoing.

The Board of Directors shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the address for the Lot or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine or suspension to be imposed and the date, not less than ten (10) days or, that the fine will take effect;

(2) that the violator may, within ten days from the date of the notice, request a hearing before the Board of Directors regarding the fine or suspension imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing;
and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten days of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board of Directors in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The fine shall run from the date that a decision is made by the Board of Directors at the conclusion of the hearing or such later date as the Board of Directors may determine.

2.

Article X of the Declaration is hereby amended by adding the following new provision to the end of said Article:

Section 8. No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

3.

Article X of the Declaration is hereby amended by adding the following new provision to the end of said Article:

Section 9. Security. THE BOARD OR THE ASSOCIATION MAY, FROM TIME TO TIME, TAKE STEPS TO PROVIDE SOME MEASURE OF SECURITY ON THE ASSOCIATION PROPERTY OF THE BROOKSHIRE PROPERTY; HOWEVER, NEITHER THE BOARD NOR THE ASSOCIATION IS A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY ON THE ASSOCIATION PROPERTY OF THE BROOKSHIRE PROPERTY OR OTHERWISE. THE OBLIGATION TO PROVIDE SECURITY LIES SOLELY WITH EACH LOT OWNER INDIVIDUALLY. NEITHER THE

BOARD, THE ASSOCIATION NOR ANY OWNER GUARANTEES OR ASSURES TO ANY OTHER OWNER OR TO ANY OTHER PARTY WHOMSOEVER THAT ANY SECURITY MEASURES INSTALLED BY THE BOARD OR THE ASSOCIATION WILL IN ANY MANNER WHATSOEVER PROVIDE PERSONAL PROTECTION OR SECURITY TO ANY OWNER OR OCCUPANT, THEIR PERSONAL POSSESSIONS OR TO GUESTS OR INVITEES, OR TO ANY OTHER PERSON, AND EACH OWNER, BY THE ACCEPTANCE OF ITS DEED, SHALL HAVE ASSUMED THE ENTIRE RISK AS BETWEEN SUCH OWNER AND THE BOARD OR THE ASSOCIATION FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY WITHIN THE BROOKSHIRE PROPERTY ARISING FROM ANY DEFICIENCY, FAILURE OR DEFECT IN ANY SECURITY MEASURES OR OTHERWISE.

4.

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

5.

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

6.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned Declarant approves the foregoing First Amendment and has executed this First Amendment to the Declaration under seal, this 20 day of February, 2004.

DECLARANT: **PULTE HOME CORPORATION**, a Michigan Corporation

By: *AC Hill*
Name: Andrew C. Hill
Title: President, Georgia Division

[AFFIX CORPORATE SEAL]



Signed, sealed, and delivered in the presence of:

Lori Smith
WITNESS

Flora J. Smith
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

FLORA J. SMITH
NOTARY PUBLIC - GEORGIA
FULTON COUNTY
MY COMMISSION EXPIRES OCT 28, 2006



IN WITNESS WHEREOF, the Association has executed this First Amendment to the Declaration under seal, this 15th day of MARCH, 2007₆

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

By: [Signature]
Name: John Szczesniak
Title: President

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered in the presence of:



[Signature]
WITNESS

[Signature]
NOTARY PUBLIC
My Commission Expires: 9/1/06
[AFFIX NOTARY SEAL]

[Signatures Continued on Following Page]

EXHIBIT "A"

Sworn Statement of Secretary Of
Brookshire Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF CHEROKEE

Re: Brookshire

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

1. Deponent is the Secretary of Brookshire Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his own personal knowledge.
3. The foregoing First Amendment to the Declaration of Condominium for Brookshire was approved by those members of the Association who own in the aggregate at least sixty-seven percent (67%) of the Lots not owned by the Declarant as provided by law and the Declaration.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This the 15 day of MARCH, 2008.

By: _____
 Name: [Signature]
 Title: Secretary

Signed, sealed and delivered
in the presence of

