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Fee Amt: \$16.00 Page 1 of 3  
Forsyth County, GA  
Greg G. Allen Clerk Superior Ct  
BK 6766 PG 565-567

After Recording Return To:  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: Brendan R Hunter

Cross Reference:  
Deed Book 6240, Page 203

STATE OF GEORGIA

COUNTY OF FORSYTH

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR BRIGHTON VIEW**

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

WITNESSETH:

WHEREAS, KM Homes, LLC, a Georgia limited liability company, (hereafter referred to as the "Harris Homes") recorded that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Brighton View on March 30, 2012, in Deed Book 6240, Page 203 of the Forsyth County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XVI, Section 16.2 of the Declaration, until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting Declarant, Declarant may unilaterally amend the Declaration without the approval of the Association members;

WHEREAS, as of the date of this Amendment, one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have not been issued a certificate of occupancy and conveyed to any Person not constituting Declarant;

WHEREAS, Declarant desires to amend the Declaration; and

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

1.

**Article VI, Section 6.7 of the Declaration is amended by striking same in its entirety and substituting the following therefor:**

6.7 Capital Contribution Assessments (Initiation Fee).

(a) Upon the conveyance of ownership of a Lot from the Declarant and from all Owners of the Lot thereafter, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Amendment is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. The amount of the capital contribution assessment shall not exceed the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year.

(b) The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Lot to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal, and no capital contribution assessment shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 16 day of July, 2013.

**DECLARANT:**

KM HOMES, LLC, a Georgia limited liability company

By: [Signature]

Its: Vice President

[CORPORATE SEAL]

Signed, seal and delivered in the presence of:

Witness: [Signature]

Joyce A. Nesmith  
Notary Public

