

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

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After recording, please return to:

Coulter & Sierra, LLC
1770 Indian Trail Road, Suite 440
Norcross, GA 30093
Attn: KMK

Cross Reference: Deed Book: 11648
Page: 225

STATE OF GEORGIA
COUNTY OF GWINNETT

Deed Book: 12861
Page: 137

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR MORNINGVIEW I AND THE DECLARATION OF PROTECTIVE COVENANTS FOR
MORNINGVIEW II**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR MORNINGVIEW I AND THE DECLARATION OF PROTECTIVE COVENANTS FOR MORNINGVIEW II ("Amendment"), is made this 8th day of August 2022, by MORNINGVIEW HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants for Morningview I was recorded on August 25, 1995, in Deed Book 11648, Page 225, *et seq.*, of the Gwinnett County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, the "Declaration I"); and

WHEREAS, the Declaration of Protective Covenants for Morningview II was recorded on June 25, 1996, in Deed Book 12861, Page 137, *et seq.*, of the Gwinnett County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, the "Declaration II") (Declaration I and Declaration II are collectively referred to as the "Declarations"); and

WHEREAS, on September 12, 2003, Morningview I Homeowners Association, Inc. and Morningview II Homeowners Association, Inc. merged into Morningview Homeowners Association, Inc.; and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declarations to have the power and authority set forth therein; and

WHEREAS, pursuant to Article XII, Section 4 of Declaration I, Declaration I may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community); and

WHEREAS, pursuant to Article XII, Section 4 of Declaration II, Declaration II may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community); and

WHEREAS, Owners of at least two-thirds (2/3) of the Lots subject to Declaration I have agreed to amend Declaration I as provided herein and intend for this Amendment to be prospective only; and

WHEREAS, Owners of at least two-thirds (2/3) of the Lots subject to Declaration II have agreed to amend Declaration II as provided herein and intend for this Amendment to be prospective only; and

WHEREAS, Declarant no longer owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community, so Declarant's right to consent to this Amendment has terminated; 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 certifies that the written consent of the required number of Owners was lawfully obtained.

NOW, THEREFORE, the undersigned hereby adopt this Amendment, hereby declaring that all the property now or hereafter subject to the Declarations shall be held, conveyed, encumbered, used, occupied, and improved subject to the Declarations, amended as follows:

1.

Article IV of Declaration I is hereby amended by adding the following new Section 10 to the end thereof:

Section 10. **Initiation Fee**. In addition to all annual, special, and specific assessments provided for herein, upon each and every transfer or conveyance of title to a Lot, a non-refundable initiation fee shall be collected from the purchaser or transferee at the closing of such transaction and paid to the Association—or if not collected at closing, the initiation fee shall be paid immediately upon demand by the Association—in an amount established by the Board; however, such initiation fee shall not exceed the total amount of the annual assessment per Lot for that year. The initiation fee shall be in addition to, not in lieu of, the annual assessment, and shall not be considered an advance payment of such assessment. Notwithstanding anything to the contrary herein, the initiation fee shall not be due from: (i) any grantee who is the domestic partner, spouse or former spouse of the grantor; (ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Lot is conveyed by a will or through the law of intestacy; or (iv) any grantee of a

Lot who obtains title pursuant to judicial or nonjudicial foreclosure of any first mortgage of record of secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot). The initiation fee 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.

2.

Article IV of Declaration II is hereby amended by adding the following new Section 10 to the end thereof:

Section 10. **Initiation Fee.** In addition to all annual, special, and specific assessments provided for herein, upon each and every transfer or conveyance of title to a Lot, a non-refundable initiation fee shall be collected from the purchaser or transferee at the closing of such transaction and paid to the Association—or if not collected at closing, the initiation fee shall be paid immediately upon demand by the Association—in an amount established by the Board; however, such initiation fee shall not exceed the total amount of the annual assessment per Lot for that year. The initiation fee shall be in addition to, not in lieu of, the annual assessment, and shall not be considered an advance payment of such assessment. Notwithstanding anything to the contrary herein, the initiation fee shall not be due from: (i) any grantee who is the domestic partner, spouse or former spouse of the grantor; (ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Lot is conveyed by a will or through the law of intestacy; or (iv) any grantee of a Lot who obtains title pursuant to judicial or nonjudicial foreclosure of any first mortgage of record of secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot). The initiation fee 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.

3.

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

4.

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

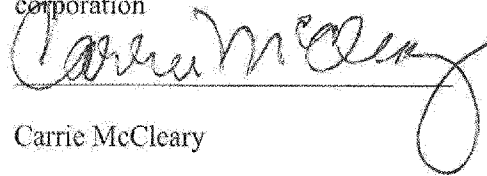
5.

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

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

ASSOCIATION: MORNINGVIEW HOMEOWNERS'
ASSOCIATION, INC., a Georgia nonprofit
corporation

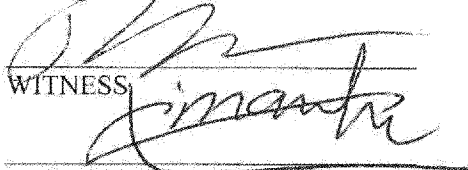
By:



Name: Carrie McCleary

Title: President

Signed, sealed, and delivered
in the presence of:

WITNESS 

NOTARY PUBLIC

My Commission Expires: 11/05/23

[AFFIX NOTARY SEAL]



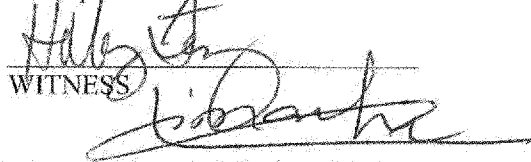
Attest:



Name: Brent Beaulieu

Title: Secretary

Signed, sealed, and delivered
in the presence of:

WITNESS 

NOTARY PUBLIC

My Commission Expires: 11/05/2023

[AFFIX NOTARY SEAL]



EXHIBIT "A"
Sworn Statement of the Secretary of
Morningview Homeowners Association, Inc.

STATE OF GEORGIA
COUNTY OF GWINNETT

Re: Morningview Homeowners 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 Morningview Homeowners 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 Protective Covenants for Morningview I was approved by Owners of at least two-thirds (2/3) of the Lots subject to the Declaration of Protective Covenants for Morningview I.
4. The foregoing Amendment to the Declaration of Protective Covenants for Morningview II was approved by Owners of at least two-thirds (2/3) of the Lots subject to the Declaration of Protective Covenants for Morningview II.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20, Article XII, Section 4 of the Declaration of Protective Covenants for Morningview I, and Article XII, Section 4 of the Declaration of Protective Covenants for Morningview II.

This the 11 day of August, 2022.

By: Brent Beaulieu

Name: Brent Beaulieu - Secretary

Sworn to and subscribed before me this
11 day of August, 2022.

Himanshu Amin
NOTARY PUBLIC

My Commission Expires: 11/05/2023

[AFFIX NOTARY SEAL]

