

2023094250 DEED BOOK 31063 Pg 428  


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Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia

----- [SPACE ABOVE RESERVED FOR RECORDING DATA] -----

**After recording, please return to:**

Heather Schoeman  
1120 Bellewood Square  
Atlanta, GA 30338

**Cross Reference:**

Deed Book 10686, Page 300  
Deed Book 10836, Page 167  
Deed Book 11380, Page 785  
Deed Book 21473, Page 653  
Deed Book 21930, Page 252  
Deed Book 23228, Page 441  
Deed Book 28479 Page 615

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
PROTECTIVE COVENANTS, RESTRICTIONS, AND EASEMENTS FOR  
BELLEWOOD**

WHEREAS, Bellewood Ventures, L.L.C., a Georgia limited liability company, recorded a Declaration of Covenants, Restrictions and Easements for Bellewood (hereinafter, the “Original Declaration”) on June 17, 1999, in Deed Book 10686, Page 300 of the DeKalb County, Georgia records; and

WHEREAS, Bellewood Homeowners’ Association, Inc. is the successor-in-title to Bellewood Ventures, L.L.C. pursuant to the instrument of conveyance recorded August 29, 2012, in Deed Book 23228, Page 441, of the DeKalb County, Georgia records;

WHEREAS, the Original Declaration was previously amended by First Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded July 19, 1999, in Deed Book 10836, Page 167 of the DeKalb County, Georgia records; Second Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded May 24, 2000, in Deed Book 11380, Page 785 of the DeKalb County, Georgia records; Third Amendment to Declaration of Covenants, Restrictions and Easements recorded June 4, 2009, in Deed Book 21473, Page 653 of the DeKalb County, Georgia records; Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded April 14, 2010, in Deed Book 21930, Page 252 of the DeKalb County, Georgia records; and Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Bellewood recorded July 21, 2020, in Deed Book 28479, Page 615 of the DeKalb County, Georgia records (the “Amended Declaration”);

WHEREAS, this Amendment was approved by the required majority of Owners following proper notification conducted in accord with the Bylaws; and

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

Section 7.5 of the Amended Declaration is hereby amended by striking same in its entirety and substituting the following therefor:

7.5 Leasing. In order to protect the equity of the individual Owners, to carry out the purpose for which the Development was formed by preserving the character of the Development as a homogeneous residential community of predominately owner-occupied homes, and by preventing the Development from assuming the character of a renter-occupied community, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Development be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article 7.5.

(a) Definition. "Leasing," for purposes of the Declaration, means the regular, exclusive occupancy of a Lot by any person or persons other than the Owner (hereinafter, a "Tenant"); provided, however, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner's primary residence shall not constitute leasing hereunder. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Unit for purposes of this Article 7.5. Such person's designation as an Owner of such Unit pursuant to this Article 7.5 shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Lot.

(b) General. The leasing of Lots is prohibited subject to the following exceptions:

1. Grandfathering. Leases existing as of the date which this Amendment is recorded in the DeKalb County, Georgia land records shall not be subject to this Amendment and such leases may continue in accordance with the terms of the Amended Declaration as it existed prior to the recording date of this Amendment; provided, however, the following: (i) any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, any changes in the terms or duration of occupancy, shall be considered a termination of the old lease and a prohibited commencement of a new lease; and (2) any Owner of Lot that is leased on the date which this Amendment is recorded in the DeKalb County, Georgia land records must, within thirty (30) days of such recording date, notify the Board of Directors in writing that the Owner's Lot is leased and provide a copy of the lease agreement to the Board of Directors. Failure to provide such notice and lease to the Board shall disqualify the Owner from this grandfathering clause.

2. Inapplicability to Holders of First Mortgages as Owners. This Article 7.5 shall not apply to any leasing transaction entered in by the holder of any first Mortgage on a Lot



who becomes the Owner through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

The Association, by its execution hereof, acknowledges and agrees the Association is bound by this Amendment and the undersigned officers of the Association hereby state, unequivocally and under oath, that the agreement of at least two-thirds (2/3) of the Owners to this Amendment was lawfully obtained and that all notices required by the Act were properly given.

BELLEWOOD HOMEOWNERS'  
ASSOCIATION, INC.

[SEAL]

By: Wlschoeman

Name:

Its: President

Attest: M. Edwards

Name:

Its: Secretary

Nancy Waddell  
Unofficial Witness

Signed, sealed and delivered this  
20 day of August, 2023.

[Signature]

Notary Public

[SEAL]

