



Deed Book 14858 Pg 6354  
Filed and Recorded Jun-14-2011 01:27pm  
2011-0076697

*Jay C. Stephenson*

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

Return to:  
Walter P. Walker  
Beloin, Brown, Blum & Baer, L.L.C.  
2550 Heritage Court, Suite 200  
Atlanta, GA 30339

STATE OF GEORGIA  
COUNTY OF COBB

Please cross reference to:  
Deed Book 3863, Page 418  
Deed Book 14606, Page 398

*RR*

Amendment to  
The Declaration of Covenants, Conditions, Restrictions and Easements for  
The Battle Forest Subdivision

This Amendment is made this 4<sup>th</sup> day of June, 2011 by the Battle Forest Homeowners' Association, Inc. (the "Association") representing all owners ("Owners") of the property described herein.

Witnesseth:

Whereas the original developer (the "Developer") and the Owners recorded an Amended Outline of Protective Covenants concerning the subdivision known as Battle Forest, Unit 1, being a subdivision of all those certain lots, tracts, or parcels of land situated, lying and being in Land Lot 329 of the 20<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia as per plat of survey prepared by Gaskins Surveying Company dated November 9, 1985, and recorded in Plat Book 105, Page 19 of the Real Property Records of Cobb County, Georgia and the Amendment to the Outline of Protective Covenants being dated March 14, 1986 and recorded in Deed Book 3863, Pages 418-431 of the Real Property Records of Cobb County, Georgia;

Whereas the name of the original instrument was amended to be the Declaration of Covenants, Conditions, Restrictions and Easements for Battle Forest Subdivision (the original instrument and all further amendments being together referred to as "Declaration");

Whereas the Declaration was amended on the 22<sup>nd</sup> of April, 2008 as recorded in Deed Book 14606, Page 398;

Whereas all lots have been sold by the Developer and all provisions of the Declaration conditioned upon the retention of unsold lots by Developer have been satisfied;

Whereas the Owners are the owners of certain real property lying and being in Land Lot 329 of the 20<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia and being known as Battle Forest Subdivision and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference;



Whereas the subdivision is a residential property owners development;

Whereas the Association and the Owners desire to further amend the Declaration in order that it more fully reflects their intentions and desires;

Whereas the Association is a Georgia domestic, non-profit corporation: and

Whereas 75% of the Owners have affirmatively agreed in writing to amend the Declaration in accordance with the amendment procedures of Article IX, Section 7 of the Declaration and such written consents are retained as permanent records of the corporation;

Now, therefore, the Declaration as previously amended is hereby amended as follows:

I.

The Declaration and all its provisions are to remain in effect except as specifically amended herein or except as prohibited by law.

II.

That Article VIII, Section 14 of the Declaration regarding Building Location is stricken in its entirety and replaced with the following:

No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building setback shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carport and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Notwithstanding any other restriction related to side street line setback as stated in these Covenants, the Board of Directors, by an affirmative vote of a majority of the Directors at a duly called Directors' meeting, may agree to allow the construction of a garage within 25 feet of a side street line on a corner lot where 1) the resident applying for a variance from the 35 foot setback requirement claims a hardship relating to access of the main floor of the dwelling because of a medical condition, 2) an existing garage or carport on the lot does not provide direct access into the main floor of the home and 3) such a proposed garage cannot reasonably be built in conformance with a 35 foot setback from the street side line. For the purpose of determining whether or not to grant such a variance, the Board may, at its discretion, require the applicant to provide evidence supporting the claimed hardship.

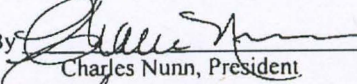
III.

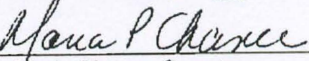


In Witness Whereof, the undersigned officers of the Battle Forest Homeowners' Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by an agreement executed by 75% of the Owners, whose signed consent is a part of the permanent records of the Association.

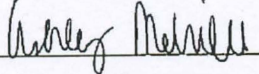
This 4<sup>th</sup> day of June, 2011.

Battle Forest Homeowners' Association, Inc.

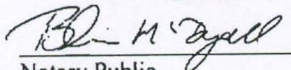
By  (SEAL)  
Charles Nunn, President

By  (SEAL)  
Maria Chance, Secretary

CORPORATE SEAL

Witness: 

Sworn and subscribed to  
before me this 4<sup>th</sup> day of June, 2011

  
Notary Public

