

326 PRINCETON HOA
→ PO Box 172
Murrayville GA 30564

000326

**Second Amendment to
Princeton Subdivision Protective Covenants**

007940

The homeowners of the Princeton Subdivision came forth and adopted this Second Amendment to the Princeton Subdivision Protective Covenants by majority vote of the homeowners on December 3, 2008. The homeowners ratified and amended the Princeton Subdivision Protective Covenants, dated January 6, 2003, recorded in Deed Book 4440, pages 536-541 on January 21, 2003 of the Hall County, Georgia Deed Records ("Protective Covenants"), and the First Amendment to Princeton Subdivision Protective Covenants, dated August 8, 2007, recorded in Deed Book 6196, pages 661-668 on October 29, 2007. By written and signed vote, recorded into the official minutes of Princeton Homeowners' Association, Inc. the homeowners do hereby issue direction to the Officers of the Princeton Homeowners' Association, Inc. to duly record said second amendment by their hand and seal.

Georgia, Hall County Clerk
Superior Court Filed in office 6515
Recorded in Deed Book
Pages 326-339 This
Day of April 2009 at 11:50 AM
Charles Baker, Clerk By EB

326-339

The homeowners hereby amend **section 5** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentence in its entirety and to substitute thereof the following:

No building shall be erected on any lot to be used as a school, church, kindergarten or daycare or for any usage other than personal residential use.

The homeowners hereby amend **section 6** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

No inoperable vehicles of any type shall be regularly or habitually parked in front of or on any lot/residence or in the subdivision. No commercial or industrial vehicles, including but not limited to moving vans, trucks (over 1 ton capacity), tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses shall be regularly or habitually parked in front of or on any lot/residence or in the subdivision. Storage for boating equipment or travel trailers shall be so that they are not visible from the street and they shall be parked on an additional concrete driveway with landscaping to hide the recreational vehicle from the street.

The homeowners hereby amend the second and third sentences of **section 7** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentences in their entirety and to substitute thereof the following:

If the residence is a one and one-half story or a two story, the main level must be no less than 1000 square feet. All split foyer plans must be no less than 1600 square feet.

The homeowners hereby amend the second and third sentences of **section 8** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentences in their entirety and to substitute thereof the following:

This includes but is not limited to residential structure, accessory building and any other building or structure to be placed or altered on any lot. The Architectural Control Committee shall be empowered to approve construction plans and specifications as to design quality of workmanship, materials, harmony of external design with existing structures and location of structures with respect to topography and finish grade elevations. Lot owners desiring to construct a dwelling shall first submit plans and

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specifications to the Architectural Committee and shall obtain written approval from said Architectural Control Committee prior to the beginning of construction. Lot owners wishing to construct additional buildings or structures should notify in writing the Architectural Control Committee of the construction prior to beginning the project. Also, lot owners wishing to make modification to outside of the primary residential structure shall contact the Architectural Committee giving plans and specifications as to the alterations and changes and shall obtain written approval from said Architectural Control Committee prior to the beginning of construction.

The homeowners hereby amend **section 10** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

No antennas or towers will be allowed on the exterior of premises. Satellite dishes shall be located as to be screened as much as possible from any view from the street.

The homeowners hereby amend **section 11** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to add a third sentence as following:

A double car garage with door and painted sheet rock must be maintained at the residence as long as Covenants are in place.

The homeowners hereby amend **section 13** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

Homebuilders/property owners shall be required to maintain cleanliness of building site by removing all debris during construction. Dumpsters shall be emptied regularly and scrap materials shall be removed timely. All construction materials shall be removed after the completion or near completion of the dwelling. Dumpsters shall be removed promptly. Dumping on any lots of any materials or debris is not allowed. Homebuilder/property owner shall be required to remove transported soils from street gutters and catch basins abutting developed lot. Homebuilder/property owners shall seed all disturbed earth with an approved permanent vegetative cover.

All undeveloped lots shall be maintained in a clean state with no debris or litter on lot. Property on both sides of sidewalk skirting the lot shall be maintained with grass regularly cut and trimmed. Pedestrians must be able to pass on the sidewalks without any encroachment.

The homeowners hereby amend **section 14** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

No signs except temporary Real Estate, For Sale, Garage/Yard Sale or election signs are allowed. All signage must be removed no later than the day after the event.

The homeowners hereby amend **section 15** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

No fences shall be any closer to the street than the rear of the house or no fence shall extend forward of the back edge of the house. Plans and specifications must be submitted to Architectural Control Committee prior to the beginning of construction. All fences facing the street must be wood, vinyl or of iron/aluminum plate (as the front entry of

Princeton). All wire fencing must be green or black coated vinyl. Corner lots may have fences on sidelines facing street but must be of wood, vinyl or of iron/aluminum plate (as the front entry of Princeton). Any variance on the placement of fence or the material of the fence must be approved by the Architectural Control Committee.

The homeowners hereby amend the second sentence of **section 16** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentence in its entirety and to substitute thereof the following:

Front yards are defined as property from the front corner of the house to the street.

Islands are defined as areas in the yard or next to or in front of the home which are not planted in sod but contains other planting such are flowers, shrubs and the likes or no plantings at all but are a featured area. Islands do not contain sod. Islands many times have border of a material to separate them from the sodded area. Lawns and landscaped islands are to remain presentable and well maintained year round.

The homeowners hereby amend **section 18** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

All vertical wood visible from the street to the front of the house shall be painted. This includes but is not limited to all railings, pickets, etc. Paint is defined as any substance which protects the wood and keeps it from ageing or turning any color other than the color applied. Paint colors should be in harmony with the other homes in the Princeton Subdivision.

The homeowners hereby amend **section 21** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

No ATV or motorized vehicle shall be allowed in easement, common areas or pedestrian walks other than items used for a handicapped person who would need assistance.

The homeowners hereby amend **section 23** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

All structures shall be completed within one year of start date. Start date will be defined as the date the permit is issued by Hall County for the construction project. The builder shall notify the Association of the issuance of said permit. Any building not completed and ready for occupancy is subject to fines set forth by the Association.

The homeowners hereby amend the forth and fifth sentences of **section 24** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentence in its entirety and to substitute thereof the following:

These requirements include all accessory buildings. Any accessory building shall be constructed in like style and materials as main residence. Colors shall match the primary house.

The homeowners hereby amend **section 25** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

All roof shingles to be black blend with any plumbing stocks or roof vents visible from streets painted to match shingles.

The homeowners hereby amend **section 26** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

Swing sets or other playground equipment shall be constructed and placed as best to have limited or no sight from street.

The homeowners hereby amend the third, fourth and fifth sentences of **section 27** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said sentence in its entirety and to substitute thereof the following:

Trash bins and recycle containers are to be placed curb side the night before the scheduled pick-up or the morning of scheduled pick-up. The trash bins and/or recycle containers shall be removed from curbside promptly. Newspapers, handbills, phone books and other circulars shall be removed from driveways, sidewalks and yards. This includes items such as but not limited to handbills, notices, advisements taped to or placed on mail boxes. No abandoned or junk properties including but not limited to cars, equipment or recreational items shall be left or parked on any subdivision street or in the front, side or rear yards/property or in the subdivision. No recreational vehicles, including but not limited to boats, campers, trailers, motorcycles or racecars shall be parked on any subdivision street. Street overnight parking or daytime parking for any vehicle is not allowed for more than 48 hours. When street parking takes place, all vehicles should be parked as not to hinder visible for normal street traffic or usage of the sidewalks. Safety is the concern for both pedestrians and motorist. Parking on hills, curves, adjoining streets, stop signs or fire hydrants should be avoided.

The homeowners hereby amend **section 28** of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 to delete said section in its entirety and to substitute thereof the following:

The design of all mailboxes is governed by the Association. It is the responsibility and duty of the builder or property owner to use the designated and approved mailbox. Any replacement mailbox shall be bought by the homeowner/property owner to match the original mailbox. Any changes in the design of the mailboxes must be made by the Princeton Homeowners Association. All mailboxes shall be uniform and matching throughout the subdivision. Any homeowner/property owner with a mailbox not in compliance shall be subject to a fine as set forth by the Association.

The homeowners hereby amend the **Princeton Homeowners Association** section of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 and the first amendment to Princeton Subdivision Protective Covenants, recorded on October 29, 2007, at Deed Book 6196, pages 661-668 to delete said sections of each in its entirety and to substitute thereof the following:

There is hereby created a Princeton Homeowners Association to continue the privileges, duties and obligations of the Developer as set out in these Protective Covenants. The Association shall be empowered to assess each lot owner fees and assessments as established and determined necessary by the Association.

The yearly homeowner fees shall not be raised without approval by a majority vote of 55% of the eligible members of the association unless there is a shortfall in the approved budget to pay for the real estate taxes on the common ground or to pay for the insurance

for the Association officers and insurance on the commons grounds as well as items mandated by these Convents.

All said fees and assessments shall be placed on deposit into the account of "Princeton Homeowners Association". The fees are subject to change upon the needs of the Association. Membership in the Association is conveyed with the purchase of each lot and constitutes one vote with Princeton Homeowners Association in decisions. Homeowners Association decisions shall be based upon the majority vote of at least fifty five percent of the eligible Princeton homeowners, and or proxies, present at any given meeting. By this method all officers of the Princeton Homeowners Association shall be elected, or reelected, annually. A homeowner, by virtue of owning property subject to this declaration, shall be a member of the Princeton Homeowners Association, provided however, that any person or entity who holds any such interest merely as security for the performance of any obligation shall not be entitled to membership. Property owners who rent or lease or allow occupancy of their property are subject to membership in the Association whether this owner is an individual, or an entity. This includes but is not limited to individuals, builders or financiers who rent or lease or allow occupancy of their property interest.

All fees and assessments owed by any lot owner to the Association shall constitute a lien against the property by such owner, but said lien shall be inferior to any person or entity who holds a security interest in the parcel merely for the performance of an obligation of the owner. It shall be incumbent upon the purchaser of any parcel to ascertain whether the lot to be acquired is subject to lien held by the Association for nonpayment of fees or assessments and the failure by any such purchaser to make such an inquiry shall not affect the validity of such lien. The Association shall respond promptly to any inquiry by any prospective purchaser and the purchaser shall be authorized to rely upon a written response from the Association to the extent of the information given. The Association has the right to charge a handling fee for this information.

The primary purposes of the Association shall be (a) to enforce the provisions of the within Declaration; (b) to preserve all common areas in their natural state; (c) to provide for the continued maintenance and preservation of the subdivision entrances; and (d) immediately assume all functions heretofore performed by Developer.

The homeowners hereby amend the **Term** section of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 and the first amendment to Princeton Subdivision Protective Covenants, recorded on October 29, 2007, at Deed Book 6196, pages 661-668 to delete said sections of each in its entirety and to substitute thereof the following:

These Covenants shall run with the land and be binding upon all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for a full period of twenty (20) years from the date of these Covenants as recorded in the Office of the Clerk of Superior Court of Hall County, Georgia. At the expiration of the said period, these Covenants shall be automatically extended for successive periods of the ten (10) years unless an instrument signed by 55% of the eligible members of the Association (then owners of the lots of Princeton) is recorded agreeing to change and modify of said Covenants in whole or in part. During the term of these Covenants, they may be modified by a majority vote of 55% of the eligible members as described above, and shall only be effective upon recording thereof in the Office of the Clerk of Superior County of Hall County, Georgia.

The homeowners hereby amend the **Enforcement** section of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 and the first amendment to Princeton Subdivision Protective Covenants, recorded on October 29, 2007, at Deed Book 6196, pages 661-668 to delete said sections of each in its entirety and to substitute thereof the following:

Violations or attempted violations on the part of any owner, heir, administrators, executors, and assign during the term of these Protective Covenants shall afford the Homeowners Association as well as any person or persons owning lots in said subdivision a right of action at a law or in equity against the person or persons violating or attempting to violate the Covenants, either to restrain violation or to recover damages. However, any violation shall not result in a forfeiture or reversion of title.

The homeowners hereby amend the **Severability** section of the original Princeton Subdivision Protective Covenants, dated January 6, 2003, and recorded at Deed Book 4440, pages 536-541 and the first amendment to Princeton Subdivision Protective Covenants, recorded on October 29, 2007, at Deed Book 6196, pages 661-668 to delete said sections of each in its entirety and to substitute thereof the following:

Invalidation of any one or more of these Covenants by a judgment of any Court having jurisdiction over the subject matter shall in no way affect any of the other provisions contained herein but other provisions of the Protective Covenants shall remain in full force and effect.

The Architectural Control Committee will be maintained by the Association as directed in a written request from the Real Estate Agent and herein attached to this document. The Association Officers shall have the authority to appoint a person or persons or they themselves shall act as the Architectural Control Committee.

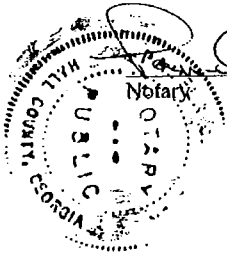
Except as expressly amended herein, the Covenants as well as the First Amendment to the original Covenants shall remain fully enforceable and effective as filed.

Witness, the hand and seal of the undersigned, this 12th day of March, 2009.

Princeton Homeowners' Association, Inc.

Deborah L. Nelson
Witness

By: Cathy D Hooper
Cathy D. Hooper, President



C. C. Reddick
Notary
3-15-2009

April Kingsbury
April Kingsbury, Vice President

James R. Carmichael
James R Carmichael, Treasurer

Wanda Land
Wanda Land, Secretary

March 23, 2009

Princeton Homeowners' Association
P. O. Box 172
Murrayville, GA 30542

Ladies and Gentlemen:

Effective August 8, 2007, as real estate agent for the Princeton Subdivision, I hereby relinquish our responsibilities and commitment of maintaining the Architectural Control Committee.

It is our desire, as was the developers, to turn control to the PHOA.

Sincerely,



James Lyons