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Atlanta, Georgia 30350
Attn: Frank R. Olson

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 25925
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**AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS AND RESTRICTIONS OF PRESTWICK, TO SUBMIT SAME TO
THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT,
O.C.G.A. § 44-3-220 ET SEQ.**

WHEREAS, on December 22, 1998, Prestwick Homeowners Association, Inc. recorded an Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Easements of Prestwick, at Deed Book 25925, Page 311, et. seq., Fulton County, Georgia, records (“Amended Declaration”); and

WHEREAS, Article 13(b) of the Amended Declaration provides that it may be amended by the affirmative vote of seventy-five percent (75%) of a quorum of the Owners present in person or by proxy at a meeting called for that purpose, or alternatively by written ballot pursuant to the Bylaws of Prestwick Homeowners Association, Inc.; and

WHEREAS, as evidenced by the sworn statement of the President and Secretary of the Association appended to this Amendment, at least seventy-five percent (75%) of a quorum of Prestwick Owners present in person or by proxy at a meeting called for that purpose, or alternatively by written ballot pursuant to the Bylaws of Prestwick Homeowners Association, Inc., have approved this Amendment by ballots or written signed agreements, each and all which are

THIS INSTRUMENT HEREBY SUBMITS THE PRESTWICK DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNER'S ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ. CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION OR ITS MANAGING AGENT FOR INFORMATION REGARDING LIENS, DELINQUENCIES, AND OTHER COVENANT VIOLATIONS.

hereby incorporated into this Amendment by this reference and which are on file with the Secretary of the Association;

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

1.

Article 2 of the Declaration is hereby amended by adding a Section (v) thereto, to read as follows:

(v) “Georgia Property Owners’ Association Act” or “Act” shall mean and refer to the Georgia Property Owners Association Act, O.C.G.A. Section 44-3-220 *et seq.*, as the same may be supplemented, amended or modified from time to time. Prestwick is a residential property owners’ development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

2.

Article 4, Section (c) of the Declaration is hereby amended to read as follows:

(c) Specific Assessments. In addition to the above, the Association shall have the power to levy specific assessments against one or more Lots as, in its discretion, it shall deem appropriate as provided for in Section 44-3-225(a) or otherwise of the Act. Failure of the Association to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Association's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Association has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be considered specific assessments. Such specific assessments and/or specific special assessments may also be made as follows:

(1) Any common expenses benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, as determined by the Association;

(2) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including attorney's fees incurred by the Association in enforcing the Declaration, Bylaws, or Association rules shall be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses; and

(3) Any common expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the development as determined by the Association; and

(4) Other than for limited common areas expressly designated as such in the instrument and assigned to fewer than all Lots, nothing contained in paragraph (1) or (3) of this subsection shall permit an association to specially or disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the common area or the Lots which the association has the obligation to maintain, repair, or replace.

3.

Article 4, Section (e) of the Declaration is hereby amended to read as follows:

(e) Nonpayment of Assessment: Remedies of Association. If any assessment, or portion thereof, payable by an Owner is not postmarked (U.S. Mail, Federal Express, UPS, etc.) for delivery to the Association, within thirty (30) days after the billing date, the lien and personal obligation of the Lot Owner shall also include (i) a late charge or delinquency charge not in excess of the greater of \$10.00 or 10 percent of the amount of each assessment or installment thereof not paid when due, or as otherwise provided for in the Act, may be imposed without further notice or warning to the delinquent Owner; (ii) interest at the rate of ten percent (10%) *per annum* or as otherwise provided for in the Act on any assessment, installment, delinquency or late charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied.

If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Lot Owner to make such payment, proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail,

return receipt requested, to the Lot Owner both at the address of the Lot and at any other address or addresses the Lot Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may be foreclosed by the Association by an action, suit, judgment or foreclosure in the same manner as other liens for the improvement of real property. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Lot Owner is personally obligated pursuant to the terms hereof.

4.

Article 13, Section (c)(ii) of the Declaration is hereby amended to read as follows:

(ii) In addition to any other enforcement right set forth within the Declaration of Bylaws, the Association shall further have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations or other Governing Documents. The Association may by resolution publish a fining schedule detailing the amount of fines to be imposed, but in the absence of such resolution, fines shall be set at \$25 per day per violation. Continuing violations shall receive continuing daily fines.

The Association shall further have the power to suspend an Owner's membership rights in the Association including the right to vote, to suspend the provision of any utilities or services provided to the Owner as a common expense of the Association, and to suspend use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations or other Governing Documents. If any occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or occupant.

The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred by the Association, whether or not a legal proceeding in law or equity is filed in connection with the violation. The costs shall become a lien against the Owner's Lot and shall further constitute an Owner's personal obligation.

5.

Article 13, Section (b) of the Declaration is hereby amended to read as follows:

(b) Amendments. Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, agreement, or any combination thereof of Owners to which three-fourths (3/4) of the eligible votes in the Association pertain. Agreement of the required majority of Owners to any amendment of the instrument shall be evidenced by their execution of the amendment. In the alternative, the sworn statement of the president, of any vice president, or of the secretary of the Association attached to or incorporated in an amendment executed by the Association, which sworn statement states unequivocally that agreement of the required majority was otherwise lawfully obtained and that all notices required by this article were properly given, shall be sufficient to evidence the required agreement.

Notwithstanding the foregoing, the Association of Directors, without the necessity of a vote from the owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, correction of any ministerial errors, compliance with or further conformity the Declaration to the provisions of the Act, and compliance with applicable guidelines of the Federal National Mortgage Association (“Fannie Mae”), the Department of Housing and Urban Development (“HUD”) and the Veterans Administration (“VA”).

Any action to challenge the validity of any amendment adopted under the Declaration must be brought within one (1) year of the recording of said amendment, as provided for in the Act. No action to challenge said amendment may be brought after such time.

6.

Article 13, Section (a) of the Declaration is hereby amended to read as follows:

(a) Duration. The covenants and conditions of this Declaration shall run with and bind the Property perpetually as provided in Section 44-3-234 of the Act.

7.

Article 13, Section (h) of the Declaration is hereby stricken in its entirety.

8.

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

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that this Amendment was properly approved and agreed to by the requisite majority of Owners of the Association, in accordance with Article 13, Section (b) of the Declaration, with all required notices first being duly given.

Dated this ____ day of _____, 20__.

**PRESTWICK HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: President

ATTEST:

By: _____
Print Name: _____
Title: Secretary

Unofficial Witness

Sworn to and subscribed
before me, this ____ day of
_____, 20__.

Notary Public
My commission expires: