

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

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attention: Kim Gaddis

STATE OF GEORGIA
COUNTY OF ~~FORSYTH~~ *COBB*

Cross Reference: Deed Book 10817
Page 307

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
AMBERTON**

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for Amberton was recorded on November 25, 1997, in Deed Book 1081, Page 307, et seq., Cobb County, Georgia, records ("Declaration"), as amended; and

WHEREAS, Article XII, Section 12.6 of the Declaration provides for amendment of the Declaration by the Board of Directors, with the written consent of the Declarant, without a vote of the members of the Amberton Community Association, Inc. ("Association"), for the sole purpose of electing to be governed by the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; and

WHEREAS, the Declarant has provided written consent to the Board of Directors authorizing this amendment, and the Board of Directors desires to amend the Declaration as provided herein and have approved this amendment;

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

1.

Article 2, Section 2.1 of the Declaration is hereby amended by adding the following to the end thereof:

The Property constitutes a residential property owners development, which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as such act may be amended from time to time.

2.

Article 1 of the Declaration is hereby amended by adding the following Section 1.19 thereto:

Section 1.19 "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as such act may be amended from time to time.

3.

Article 4, Section 4.7 of the Declaration is hereby amended by adding the following paragraph to the end thereof:

Any assessments or other charges which are not paid when due shall be delinquent. No Owner may exempt himself or herself from liability for, or otherwise withhold payment of, assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area. If any assessment or any part thereof, or any fine or any other charge, is not paid in full within ten (10) days of the due date set by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

4.

Article 4 of the Declaration is hereby amended by adding the following Section 4.12 thereto:

Section 4.12 Statement of Account. Any Owner, Mortgagee on a Lot, person having executed a contract for the purchase of a Lot, or lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the

request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement, if relied upon in the closing of any sale of the Lot or mortgage refinance of the Lot, shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

5.

Article 12, Section 12.4 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 12.4 Duration and Termination. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act. This Declaration may not be terminated without the prior consent of the Declarant if it owns any portion of the Properties. Nothing herein shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

6.

Article 12, Section 12.6 of the Declaration is hereby amended by deleting this section in its entirety and substituting the following therefor:

Section 12.6 Amendment. This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof, or such lesser percentage as may be provided in the Act. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment.

IN WITNESS WHEREOF, the undersigned officers of Amberton Community Association, Inc., and the Declarant, Morrison Homes, Inc., hereby certify that this amendment to the Declaration was duly adopted by the Association's Board of Directors with written consent of the Declarant as required by the Declaration.

This 30 day of September, 2002.

ASSOCIATION: AMBERTON HOMEOWNERS' ASSOCIATION, INC.

Sworn to and subscribed to before me this 30 day of Sept, 2002.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



DECLARANT: MORRISON HOMES, INC.,

By: [Signature]
Signature

Title: VP- Land Resources

Signed, sealed and delivered this 26 day of August, 2002 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARY PUBLIC, COBB COUNTY, GEORGIA, MY COMMISSION EXPIRES MARCH 6, 2003]

