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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CONCORD HALL**

**By**

**BRIGHTON HOMES, INC. a Georgia corporation ("Declarant" )**

**Dated: May 4, 1989**

**REFERENCE COPY**

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CONCORD HALL

THIS DECLARATION, made on the date hereinafter set forth by BRIGHTON HOMES, INC., a Georgia corporation, hereinafter referred to as "Declarant".

### W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Land Lots 1124 and 1125, 2<sup>nd</sup> District, 1st Section, County of Fulton, State of Georgia, which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and each owner of any portion of said properties by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to the same.

### ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Concord Hall Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "B" attached hereto and incorporated herein.

Section 3. "Declarant" shall mean and refer to Brighton Homes, Inc., a Georgia corporation, its successors and assigns, provided any such successors or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Properties or of the real property which may be annexed by Declarant without the consent of members, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as "Declarant" hereunder by the grantor of such conveyance, which grantor shall be "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor "Declarant", all rights and obligations of the former "Declarant" in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Properties which are now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

Section 4. "Lot" shall mean and refer to any plot of land intended for residential use shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property described on said Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to promulgate and enforce reasonable rules and regulations with respect to the use of any Common Area, including, without limitation, the right to prohibit the use of any lake or detention pond areas located within the Common Area for recreational purposes;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless approved by a vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, and an instrument agreeing to such dedication or transfer is signed by the Class B member, if any, and the Association as prima facie evidence of such required approval.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Recreational Property. The Properties are also subject to that certain Declaration of Covenants, Conditions and Restrictions for Caney Creek Recreational Association recorded in the public records of Fulton County, Georgia, which provides for mandatory and automatic membership in Caney Creek Recreational Association, Inc. by the Owners and by the owners of lots within certain other real property known as "Ashewoode", as described therein. By virtue of said declaration, every Owner and the owners within said other real property shall have a right and easement of enjoyment in and to the "Recreational Property" described therein, and said owners and their lots shall be subject to lien supported assessments for a proportionate share of the expenses of the management, maintenance and repair of said Recreational Property, including the facilities located thereon, all as provided therein.

### **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

Class A. "Class A members" shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The "Class B member" shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or
- (b) on May 1, 1995.

### **ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made. Each such assessment, together with interest, charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a vote of the Class B member, if any, and two-thirds (2/3) of the votes of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast the votes of the Class B member, if any, and sixty percent (60%) of all the votes of the Class A members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the Class B member, if any, and one-half (1/2) of the Class A members required for a quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same, or an action to foreclose the lien created by this Declaration against a Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, interest, costs or other charges, plus any interest thereon and costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9.        Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10.      Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Georgia shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE V - ARCHITECTURAL CONTROL**

No building, fence, wall or other structure or improvement of any sort shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI - GENERAL EASEMENTS, COVENANTS AND RESTRICTIONS**

Section 1.        Application. The easements, covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all improvements erected or placed thereon.

Section 2.        Easements. The Properties shall be subject to any and all easements, restrictions and dedications set forth on any subdivision plat of any portion thereof which is recorded in the public records of Fulton County, Georgia.

Section 3.        Restriction of Use. Lots may be used for single-family residences only and for no other purpose, provided that Declarant may construct and operate a sales office, construction office and/or model home on a Lot or Lots designated by Declarant.

Section 4.        Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Board of Directors of the Association or its designated committee of the plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction of a single-family residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and, provided further, that the Owner of the residence on such Lot shall be responsible for annual and special assessments based upon the number of Lots combined into one Lot.

Section 5.        Maintenance. Each Owner shall keep and maintain each Lot and the improvements located thereon, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot. If in the opinion of the Board of Directors of the Association, any Owner shall fail to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association may proceed to enforce the provisions hereof. Guidelines relating to the maintenance of structures and landscaping may be promulgated by the Board of Directors of the Association or its designated committee.

Section 6. General Use Restrictions.

(a) Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Board of Directors of the Association or its designated committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings; and
- (ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and, provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used.

(b) Antennae. Etc. No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a structure or Lot without prior written approval by the Board of Directors of the Association or its designated committee.

(c) Clotheslines, Solar Equipment, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, woodpiles and solar equipment shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

(d) Commercial and Recreational Vehicles and Trailers. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring residences and streets.

(e) Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear yard of a Lot. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house.

(f) Animals. No agricultural animals may be kept on any Lot, and no animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have been approved by the Board of Directors of the Association or its designated committee.

(g) Solid Waste.

- (i) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Area;
- (ii) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Area;
- (iii) Except for building materials employed during the course of any approved construction, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless concealed from view by neighboring residences and streets.
- (iv) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, in order to provide access to persons making such pickup. At all other times such containers shall be concealed from view by neighboring residences and streets.

(h) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become any annoyance or nuisance to the community.

## ARTICLE VII GENERAL PROVISIONS

Section 1.        Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right to grant, in writing, reasonable variances from time to time from the strict application of the provisions of this Declaration, which variances shall in no event be deemed a waiver of the right to enforce strictly such provisions thereafter.

Section 2.        Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3.        Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by the approval of members entitled to cast ninety percent (90%) of the total votes of the members who are voting, in person or by proxy, at a meeting duly called for such purpose at which a quorum is present, and thereafter by seventy-five percent (75%) of the total votes of such members. Any amendment must be signed by the Class B member, if any, and the Association, and it must be recorded. Execution of such amendment by the Class B member, if any, and the Association shall be prima facie evidence of the required vote.

Section 4.        Annexation. (a) Additional residential property and Common Area may be annexed to the Properties if approved by a vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, and an instrument agreeing to such annexation is signed by the Class B member, if any, and the Association as prima facie evidence of such required approval.

(b) Additional land within the area described on Exhibit "C" attached hereto and incorporated herein and/or other additional land located adjacent to and contiguous with any portion of the Properties and owned by Declarant at such time may be annexed by Declarant without the consent of members within five (5) years of the date of this instrument provided that the Federal Housing Administration and the Veteran's Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5.        FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

STATE OF GEORGIA  
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 12471  
Page 51

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CONCORD HALL**

**REFERENCE COPY**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Concord Hall ("Declaration") was recorded on May 4, 1989, in Deed Book 12471, Page 51, et seq., Fulton County, Georgia records, as amended; and

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended by the approval of members of the Concord Hall Owners Association, Inc. ("Association"), entitled to cast ninety percent (90 %) of the total votes of the members who are voting, in person or by proxy, at a meeting duly called for such purpose at which a quorum is present; and

WHEREAS, members entitled to cast ninety percent (90%) of the total votes of members voting, in person or by proxy, at a duly called Association meetings have approved this Amendment;

NOW THEREFORE, the Declaration is hereby amended as follows:

Article VII. Section 3 of the Declaration is hereby amended b deleting the phrase "ninety percent (90%) of the total votes of the members who are voting" therefrom and substituting "two thirds (2/3) of the total votes of the members who are voting" therefore.

This 13<sup>th</sup> day of July, 2001.

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CONCORD HALL**

**REFERENCE COPY**

WHEREAS, Brighton Homes, Inc., a Georgia corporation, filed a Declaration of Covenants, Conditions and Restrictions for Concord Hall, on May 4, 1989, in Deed Book 12471, Page 51, et seq., Fulton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended with the approval of the members of the Concord Hall Owners Association, Inc. ("Association"), entitled to cast ninety percent (90%) of the total votes of the members who are voting, in person or by proxy, at a meeting of the Association; and

WHEREAS, at least ninety percent (90%) who were voting in person or by proxy at a duly called Association meeting desire to amend the Declaration and have approved this amendment; and

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

**1.**

**Article I, Section 6 of the Declaration is hereby amended by adding the following sentence to the end thereto:**

The Properties constitute 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. (Michie 1982), as such act may be amended.

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**THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ. CLOSING ATTORNEYS ARE REQUIRED TO OBTAIN CLOSING CERTIFICATES FROM THE ASSOCIATION FOR ANY LOT WITHIN CONCORD HALL.**

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**2.**

**Article I of the Declaration is hereby amended by adding the following Section 7 thereto:**

Section 7. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

**3.**

**Article III of the Declaration is hereby amended by adding the following Section 3 thereto:**

Section 3. Voting Rights. Each member shall be entitled to one equal vote for each Lot owned. When more than one (1) person holds an ownership interest in any lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it. No member of the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the member has had its voting rights suspended for the infraction of any provision of the Declaration, the Bylaws, or any rule of the Association. If the voting rights of a member have been suspended, that member shall not be counted as an eligible vote for purposes of establishing a majority or a quorum or for purposes of amending the Declaration or the Bylaws.

4.

**Article IV, Section 1 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) annual assessments or charges; (ii) special assessments, as hereinafter provided; and (iii) specific or individual assessments against any particular Lot which are established pursuant hereto, including, but not limited to, reasonable fines imposed in accordance with the terms of the Act and hereof.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. 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 Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

5.

**Article IV, Section 3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 3. Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the effective date thereof. The annual budget and assessment shall become effective unless disapproved at an Association meeting by a majority of the entire Association vote. If the membership or the Board fails for any reason to determine or approve the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof.

6.

**Article IV, Section 4 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Board may at any time levy a special assessment for any purpose against all Owners, notice of which shall be sent to all Owners. However, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two thirds (2/3) of members present or represented by proxy at a special or annual meeting of the Association.

7.

**Article IV, Section 5 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 5. Statement of Account. Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a 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 a Lot. The Association shall respond in writing within five (5) 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 authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

**8.**

**Article IV, Section 6 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 6. Individual Assessments. Except as otherwise provided herein, each Lot is hereby allocated equal liability for the common expenses of the Association. Notwithstanding the above, the Board of Directors shall have the power to make specific assessments against individual Lots. Pursuant to this Section and to Section 44-3-225 (a) of the Act, as, in its discretion, it deems appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future with respect to any expenses.

(i) Any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received.

(ii) 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(s), including attorney's fees incurred in enforcing the Declaration, Bylaws or Association rules, may be specially assessed against such Lot(s).

**9.**

**Article IV, Section 8 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 8. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent and the Owner shall be in default.

(a) If any assessment or other charge, or any part thereof, is not paid in full within ten (10) days of the due date (or such later date as is established by the Board), then 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 may be permitted by the Act shall accrue from the due date.

(b) If partial payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(c) If the Board permits payment of the annual assessment in installments, and any assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than thirty (30) days from the date due, then, after thirty (30) days written notice, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year, unless reinstated in the Board's discretion.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may initiate one or more of the following actions: (1) institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, (2) suspend the Owner's right to use the Common Area, (3) suspend an Owner's voting rights and exclude the Owner from quorum and voting requirements, as provided in the Act, until full payment is

made, and/or (4) reject any application by the Owner for an architectural or exterior modification under Article V hereof.

**10.**

**Article IV, Section 9 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 9.        Lien Priority. The lien provided for herein shall have priority as provided in the Act.

**11.**

**Article VI, Section 6(b) of the Declaration is hereby amended by deleting that Section and substituting the following therefor:**

Section 6(b).    Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors or the Architectural Control Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

**12.**

**Article VII, Section 1 of the Declaration is hereby amended by adding to the end thereof:**

In addition to any other remedies for enforcement provided for in this Declaration or the Bylaws, the Board shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Lots and any property owned by the Association; provided, copies of all such rules and regulations shall be furnished to all Owners before they shall become effective. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote at an annual or special meeting of the membership.

Every Owner shall comply with the Declaration, Bylaws and any rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms thereof.

The Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Owner's Lot, for violation of any duty imposed under the Declaration, Bylaws, or Association rules.

(a) Fining Procedure. The Board shall not impose a fine, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this sub-section (a) shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if an Owner is shown on the association's records to be more than thirty (30) days delinquent in any payment due the association, in which case suspension of the right to vote shall be automatic.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fines(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again

constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for a hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the By-laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or **performing maintenance on any Lot upon a failure by the Lot Owner to do so**) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in sub-section (i) of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot Owner. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Lot Owner. Additionally, the Association shall have the authority to record in the Fulton County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

### 13.

**Article VII, Section 3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

Section 3. 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 two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia property records.. Notwithstanding the foregoing, the Board, without the necessity of a vote from the members of the Association, may amend this Declaration to comply with the Act and any applicable state, city or federal law, including but not limited to, 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"). If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Fulton County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. "Eligible Mortgage Holder" hereunder shall be defined as "a first mortgage holder on a Lot who has requested in writing notices of material amendments to this Declaration."

**14.**

**Article VII of the Declaration is hereby amended by adding the following Section 6 thereto:**

Section 6.        Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act.

IN WITNESS WHEREOF, the undersigned officers of Concord Hall Owners Association, Inc., hereby certify that these amendments to the Declaration were duly adopted by the requisite majority of the Association and its members.

This 1<sup>st</sup> day of October, 2001