

Deed Book 31014 Pg 445
Filed and Recorded Sep-20-2001 10:05am
2001-0236944
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15TH Floor
Atlanta, Georgia 30309
Attention: Jay Lazega

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**

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 by 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" therefor.

This 13 day of July, 2001.

CONCORD HALL OWNERS ASSOCIATION, INC.

By: Terrie A. Ham [Seal]
President

Attest: Bob Remons [Seal]
Secretary

Sworn to and subscribed to before me this 13th day of July, 2001.

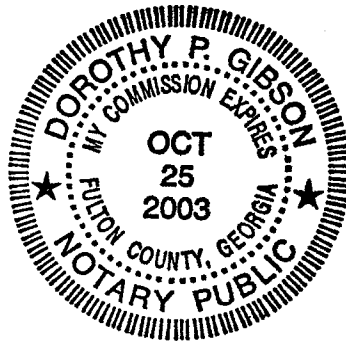
[Signature]
Witness

Dorothy P. Gibson
Notary Public

[NOTARY SEAL]

[CORPORATE SEAL]

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STATE OF GEORGIA
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Cross Reference: Deed Book 12471
Page 51

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

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.

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.

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 subsection (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 1st day of October, 2001.

ASSOCIATION: **CONCORD HALL OWNERS
ASSOCIATION, INC.**

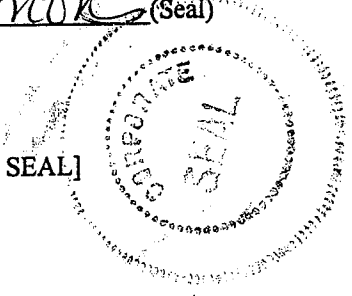
Sworn to and subscribed to
before me this 6th day
of November, 2001.

By: *Terrie H. Alan* (Seal)
President

Attest: *Libe E. Penon* (Seal)
Secretary

[Signature]
Witness
Tiffany Shepard
Notary Public

[CORPORATE SEAL]



[NOTARY SEAL]

