

Deed Book 219716 Pg. 622  
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Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia  
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[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

Reference: Deed Book 15529  
Page 320

**AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR BRIERFIELD**

WHEREAS, the Declaration of Covenants and Restrictions for Brierfield was recorded on July 27, 1992, in Deed Book 15529, Page 320, et seq., Fulton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article VI, Section 7 of the Declaration provides for amendment of the Declaration by an agreement signed by at least seventy-five (75%) percent of the owners of lots in Brierfield; and

WHEREAS, at least seventy-five (75%) percent of the owners of lots in Brierfield desire to amend the Declaration and have approved this amendment;

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

**1.**

Article I, Section 12 of the Declaration is hereby amended by adding the following to the end thereto:

The Property constitutes a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-22C, et seq. (Michie, 1982), as such act may be amended from time to time.

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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.**

2.

**Article I of the Declaration is hereby amended by adding the following Section 14 thereto:**

14. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

3.

**Article II, Section 2.01 of the Declaration is hereby amended by adding the following to the end thereto:**

The property subjected to this Declaration 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. (Michie, 1982), as such act may be amended from time to time.

4.

**Article II, Section 4(a) of the Declaration is hereby amended by deleting the second and third sentences thereof in their entirety and substituting the following therefor:**

All such assessments, together with charges, late 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.

5.

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

(i) Lien Priority. The lien provided for herein shall have priority as provided in the Act.

6.

**Article II of the Declaration is hereby amended by adding the following Section (l) thereto:**

(l) 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 by 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.

7.

Article IV, Section 2 of the Declaration is hereby amended by deleting the word "month from the first sentence thereof and substituting "quarter" therefor.

8.

Article IV, Section 5 of the Declaration is hereby amended by deleting that Section in its entirety.

9.

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

9. Commercial Operation Restricted. No business, trade, or activity may be conducted on any lot in such a way that it interferes with the residential nature of Brierfield, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10.

Article V, Section 10(b) of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following thereof:

(b) Storm and Aluminum Doors and Windows; Stone. Storm doors, storm windows, aluminum doors, and aluminum window frames shall not be permitted unless authorized by the Architectural Control Committee. Any stone used in the exterior construction of a residence shall be natural weathered stone.

11.

Article V, Section 10(g) of the Declaration is hereby amended by deleting the word "wood" therefrom.

12.

Article V, Sections 10(h) and 10(i) of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following thereof:

(h) No antenna of any type shall exceed in height more than ten feet above the highest point of the roof. No satellite dish antenna shall be permitted except as authorized by the Architectural Control Committee, subject to the applicable rules and regulations of the Federal Communication Commission.

(i) Healthy Tree Removal. No healthy trees measuring six inches or more in diameter at a point two feet above ground level, flowering trees, or shrubs may be removed unless replaced in like number elsewhere on the Lot, or with the approval of the Architectural Control Committee.

13.

**Article V, Section 15 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following thereof:**

15. Signs. No sign of any kind shall be displayed in public view on any lot except the following, not exceeding thirty-six inches (36") in heights from the ground:

- (a) a single sign, not exceeding four (4) square feet, (i) offering the property for sale or lease, (ii) displaying the name of a contractor then-currently performing work on the premises, or (iii) advocating the election of a candidate for public office, all of which signs shall be removed within one week after the sale or lease of the property, the completion of construction, or the date of the election, respectively; or
- (b) a single sign, not exceeding one square foot, warning of a potentially dangerous pet, the presence of a security system, or, where necessary, prohibiting trespassing.

14.

**Article V, Section 20 of the Declaration is hereby amended by deleting the word "third" therefrom.**

15.

**Article V, Section 21 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following thereof:**

21. Recreational Equipment. No recreational or playground equipment shall be placed on installed on any Lot except in such fashion that it is not obtrusive from the street and does not detract from the appearance of the neighborhood and the quality of life of other residents. Permanent basketball goals must be located in accordance with the recommendations of the Architectural Control Committee.

16.

**Article V, Section 23(c) of the Declaration is hereby amended by deleting all references therein to "mailbox" and substituting "mailbox and post" therefor.**

17.

**Article VI, Section 1(b) of the Declaration is hereby amended by adding the following to the end thereof:**

In addition to the above and in addition to all other powers afforded under the Act, the Association may assess reasonable fines against an Owner or occupant, as provided in the Act, for violations of the Declaration, By-Laws or rules and regulations.

18.

**Article VI, Section 1 of the Declaration is hereby amended by adding the following subsections (c) and (d) thereto:**

(c) Fines. Both the Board and, to the extent of its authority, the Architectural Control Committee, shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an



Juanita Hicks

Clerk of Superior Court

Fulton County, Georgia

IN WITNESS WHEREOF, the undersigned officers of Brierfield Homeowners' Association, Inc., hereby certify that these amendments to the Declaration were duly adopted by the requisite majority of the Association membership.

This 20<sup>TH</sup> day of Nov., 2000.

Sworn to and subscribed to before me this 20<sup>th</sup> day of Nov., 2000.

*[Signature]*  
Witness

*[Signature]*  
Notary Public

My Commission Expires June 26, 2001

[Notary Seal]

**BRIERFIELD HOMEOWNERS' ASSOCIATION, INC.**

By: *[Signature]* (Seal)  
President

Attest: *[Signature]* (Seal)  
Secretary

[Corporate Seal]

