Deed Book 29716 Po 622 Filed and Recorded Nov-29-2000 03:44pm といめいーのとも5981 Real Estate Fransfer Tax +0.00 Juanita Hicks Clerk of Superior Court Fulton County, Georgia

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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 44-3-220, et seq. (Michie, 1982), as such act may be amended from time to time.

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 (I) thereto:

(1) 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 see, 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. <u>Commercial Operation Restricted</u>. No business, trade, or activity may be conducted on any lot in such a way that it interferes with the residential nature of Brieffield, 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) <u>Healthy Tree Removal</u>. 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. <u>Recreational Equipment</u>. 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 asses 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

Owner's right to vote or to use the Common Property, for violation of any duty imposed under the Declaration, Association Bylaws, or any rule, regulation, or standard duly adopted hereunder; provided, however, nothing herein shall authorize the Association, the Board of Directors, or the Architectural Control Committee to limit ingress and egress to or from a Lot. If any Occupant violates the Declaration, Association Bylaws or any rule, regulation, or standard duly adopted hereunder and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section (ii) below. The failure of the Board or the Architectural Control Committee to enforce any provision of the Declaration, Association Bylaws, or any rule, regulation, or standard shall not be deemed a waiver of their right to do so thereafter.

- (i) Fining and Suspension Procedure. Neither the Board nor the Architectural Control Committee shall impose a fine or suspend the right to vote or to use the Common Property, unless and until it has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this Section shall not be required for the following: (i) late charges on delinquent assessments, (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, or (iii) suspension of common utility services, which shall be governed by Paragraph 7(c)(v) of the Declaration.
- (ii) Notice. If any provision of the Declaration, Association Bylaws or any rule, regulation, or standard is violated, the Board or the Architectural Control Committee, as appropriate, shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board or the Architectural Control Committee 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 the notice, notwithstanding the violator's right to request a hearing 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.
- (iii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board of the Architectural Control Committee 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 or the Architectural Control Committee 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.
- (d) <u>Enforcement Notices</u>. Written notice of any enforcement action described in this Section may be delivered in person, and when perfected in this way, may be substituted for mailing by U.S. Certified mail.

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

4. <u>Duration</u>. The covenants and conditions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

Deed Book 29/16 Pg 62/ Juanita Hicks Clerk of Superior Court Fulton County, Georgia

IN WITNESS WHEREOF, the undersigned officers of Brieffield Holland Managements to the Declaration were duly adopted by the requisite majority of the Association membership.

This 10^{TII} day of **NeV**., 2000.

Sworn to and subscribed to before me this day of _____,

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Notary Public

My Commission Expires June 26, 2001

[Notary Seal]

BRIERFIELD HOMEOWNERS' ASSOCIATION, INC.

Presid

Attest: Secretary

[Corporate Seal]

N.P.

SEA

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(Seal)