



Maintenance” over lots 18, 19 and 20 in Phase Two of the subdivision, as identified on the plat therefor, which includes the control structure and siphon system for the lake and other portions of the lake. This Easement for Lake and Dam Maintenance is identified in such provisions as part of the Association’s common area to be maintained by the Association.

The Second Amendment further provides that the lake and the lake banks are privately owned by the owners of the lake lot owners and that the lake lot owners are responsible for all maintenance of the lake and lake banks **except** the area identified as the Easement for Lake and Dam Maintenance.

The Second Amendment also provides that no person is allowed access over an owner’s lake bank other than that owner and the City of Alpharetta.

WITNESSETH

WHEREAS, specific provisions of the Second Amendment have raised questions concerning the alteration and reassignment of lake maintenance responsibilities under the Second Amendment. Specifically, the Second Amendment states that it was adopted by the Declarant and certain lot owners who, according to the amendment, represented 75% of the lot owners in Phase Two of Brierfield subdivision. However, under the Original Declaration, the Original Declaration only could be amended: (1) under Article VI, Section 7 thereof, unilaterally by the developer as necessary for compliance with applicable laws or financing requirements, as long as no significant changes are made in any provisions of the Original Declaration, (2) under Article VI, Section 7 thereof, by the Declarant and 75% of the owners of all lots in Brierfield, or (3) under Article I, Section 12 thereof to add additional property; and

WHEREAS, the Association is unaware of any law or financing requirement that would require changing lake maintenance obligations as was done from the Original Declaration to the Second Amendment, and the Second Amendment did not add additional property. Therefore, the only permissible method of adopting the Second Amendment was by the Declarant with approval of 75% of all lot owners in Brierfield; and

WHEREAS, the Second Amendment expressly states that it was approved by Declarant and 75% of the owners of lots only in Phase Two of the Brierfield subdivision, rather than 75% of the owners of all lots in Brierfield on that date and time;

NOW, THEREFORE, the Board of Directors of Association does hereby declare as follows:

1. Because of the apparent failure to satisfy the requirements of the Original Declaration for amending the terms thereof, the Second Amendment was ineffective to alter maintenance responsibilities at Brierfield subdivision which were established under the Original Declaration.

2. With respect to maintenance and repair responsibilities for the lake located on lots within Phase Two and Phase Three of Brierfield subdivision, the Board of Directors accepts as the governing provisions those set forth in the Original Declaration, and not the Second Amendment. Specifically, each lake lot owner shall be responsible for maintenance and repair of all portions of the lake, lake banks, dam, control structure and siphon system located on his or her lot, unless such obligations are altered by amendment to the Original Declaration adopted and recorded after the recording of this Certification in the Fulton County, Georgia records.

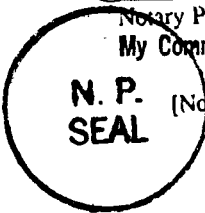
IN WITNESS WHEREOF, the undersigned officers of Brierfield Homeowner's Association, Inc., hereby execute this Certification on this 28 day of July, 2000.

**BRIERFIELD HOMEOWNER'S ASSOCIATION, INC.**

Sworn to and subscribed to before me this 28<sup>th</sup> day of July, 2000.

Mark H. Poan  
Witness

Winnie Tang  
Notary Public  
My Commission Expires June 26, 2001



By: [Signature] (Seal)  
President

Attest: [Signature] (Seal)  
Vice President

[CORPORATE SEAL]



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Deed Book 29390 Pg 210  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia