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Attn: Ashley Miller Lanier

STATE OF GEORGIA

COUNTY OF COBB

CROSS REFERENCE: Deed Book 7181
Page 472

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EDGEMERE FOR SUBMISSION TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT ("POAA")

WHEREAS, Edgemere Properties, Inc. a Georgia corporation, recorded a Declaration of Protective Covenants, Restrictions and Easements, recorded on March 3, 1993, in Deed Book 7181, Page 472, et seq., Cobb County, Georgia Records (hereinafter referred to as the "Declaration"); and

WHEREAS, Article XII, Section 12.03 of the Declaration provides that the Declaration may be amended by a vote of two-thirds (2/3) of the total votes in the Association, a vote occurring at a meeting for which proper notice has been provided; and

WHEREAS, Article XII, Section 12.03 of the Declaration further provides that so long as the Developer or any affiliate of Developer owns a Lot primarily for its sale, that the consent of the Developer is needed to amend the Declaration; and

WHEREAS, Article XII, Section 12.03 of the Declaration further provides that in the event that the amendment materially and adversely affects the security title and interest of any Mortgagee , that Mortgagee must consent to the amendment; and

WHEREAS, at least two-thirds (2/3) of the total votes in the Association have agreed to amend this Declaration; and

WHEREAS, neither the Developer or its affiliates own any Lot for the purpose of sale; and therefore, its consent is not required; and

WHEREAS, these amendments do not alter, modify, change or rescind any right, title, interest or privilege held by any first mortgage holder on any Lot; provided, however, if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then these amendments shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected first mortgage holder

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

1.

Article 1 of the Declaration is hereby amended by adding the following new Section 1.22, as follows:

1.22 "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.

2.

Article IX, Section 9.02 of the Declaration is hereby amended by deleting that Section 9.02 in its entirety and replacing it thereto with the following:

9.02 Creation of the Lien and Personal Obligation For Assessments. 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: (i) annual assessments; (ii) special assessments; and (iii) specific special assessments including, but not limited to, fines, sanctions, Initiation Fees pursuant to Article V, Section 5.02 herein, and such other amounts that may be imposed in accordance with the terms of this Declaration and the Act.

All such assessments, together with charges, late fees, interest, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorney fees, costs and expenses), 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. The Association, in the Board's discretion may, but shall not be obligated to, record a notice of such lien in the Cobb County, Georgia records evidencing the lien created under the Act and this Declaration.

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, or otherwise withhold payment of the monthly maintenance charge or other assessments, for any reason whatsoever including, but not limited to, nonuse of the Common Area, 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.

3.

Article IX, Section 9.05 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

9.05 Specific Special Assessments. The Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future.

4.

Article IX, Section 9.06 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

9.06 Notice of Meeting and Quorum. The Notice and Quorum requirements shall be as set forth in the By-Laws.

5.

Article IX, Section 9.07 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

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

6.

Article IX, Section 9.08 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

9.08 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.

If the annual assessment, any part or installment thereof, or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

(a) a late charge equal to the greater of Ten and No/100 Dollars ($10.00) or ten percent (10%) 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;

(b) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and

(c) upon thirty (30) days' written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments, if any. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

(d) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and occupant's rights to vote and use the Common Area shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny pedestrian ingress or egress to or from a Lot), and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law, including reasonable attorneys' fees actually incurred. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions.

In addition to the amounts above, an Owner of a Lot shall be responsible for reasonable attorneys' fees actually incurred by the Association in collection of the delinquent amounts from Owner.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments, and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

7.

Article IX, Section 9.09 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

9.09 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 such Lot. The Association shall respond in writing within five (5) business 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 as may be authorized under the Act, as a prerequisite to the assessments due on the Lot as of the date specified therein. The Association may require an additional fee, if the Association provides a copy of the Declaration and By-Laws to any such Person in connection with a closing or otherwise upon request.

8.

Article XI, Section 11.02 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

11.02 Types of Enforcement Actions. In the event of a violation of the Association's governing documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot: (1) Suspend the violating Owner's rights to use the Common Area; (2)Suspend the voting rights of a violating Owner; (3) Impose reasonable fines against the violating Owner, which shall constitute a lien on the violating Owner's Lot; (4) Use self-help to remedy the violation; (5) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the violating Owner to cease and/or correct the violation; and (6) Record in the Cobb County land records a notice of violation identifying any uncured violation of the Association's governing documents regarding the Lot.

(A) Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 7.2 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 to the Association, in which case suspension of the right to vote shall be automatic.

(1) Notice. If any provision of the Declaration or By-Laws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspensions. Fines and suspensions 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) and/or suspension(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. The written notice must include information regarding the hearing, including who to contact for the hearing, where to contact that person and how long they have to request the hearing (which 10 days as stated below). The notice should state that failure to request a timely hearing as provided in the notice will result in the loss of the right to challenge and request reconsideration of the fines.

(2) 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 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, 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 Section 7.2 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 authority to enter onto any Lot 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, alter, 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, By-laws 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 Cobb County land records a notice of violation identifying an uncured violation of the Declaration, By-Laws or rules and regulations regarding the Lot.

(C) Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each violating Owner. The failure of the Board to enforce any provision of the Association's governing documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that: (1) the Association's position is not strong enough to justify taking enforcement action; (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person; (3) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action; (4) the aggrieved Owner or occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or (5) the Association enforces only against an Owner for the violation of the Owner's family member, guest or occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or occupant.

9.

Article XII, Section 12.03 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

12.03 Amendment. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, 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. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Cobb County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, 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 Cobb County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

10.

Article XII, Section 12.04 of the Declaration shall be deleted in its entirety and replaced thereto with the following:

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

IN WITNESS WHEREOF, the undersigned officers of the Edgemere Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration was passed percentage of the total vote of the Association.

This 24 day of March, 2013.

Sworn to and subscribed before me this 24th of March, 2013.

Judith M Etheridge
Witness

Judith M Etheridge
Notary Public [Seal]

JUDITH M ETHERIDGE
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMM. EXPIRES SEPTEMBER 2, 2015

ASSOCIATION: EDGEMERE HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary [CORPORATE SEAL]