



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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LUMPKIN COUNTY

STATE OF GEORGIA
COUNTY OF LUMPKIN

CROSS REF: DEED BOOK W-36
PAGES 379-389, LUMPKIN COUNTY RECORDS

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR DEERWOODS

WHEREAS, BHR Group, LLC, a Georgia Limited Liability Company (hereinafter referred to as the "Developer") recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Deerwoods Subdivision on November 17, 2005 in Deed Book W-36, Pages 379-389, Lumpkin county Records (hereafter referred to as the "Declaration"); and

WHEREAS, Article 8.01 of the Declaration provides that the Declaration may be amended by the Developer unilaterally as long as Developer owns a lot primarily for sale within the development.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Each Lot shall for all purposes, constitute real property which shall be owned in fee simple and which subject to the provisions of this Declaration and the Georgia Property Owner's Association Act, O.C.G.A. Section 44-3-220, et seq., may be conveyed, transferred and encumbered the same as any other real property.

2.

The property subjected to this Declaration constitutes a residential property owner's development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as such act may be amended from time to time. Herein after referred to as "the Act".

3.

The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, as may be more specifically authorized from time to time by the Board.

Each Owner of any Lot, by acceptance of a deed thereof, 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, such other amounts that may be imposed in accordance with the terms of this Declaration and the Act.

All such assessments, together with charges, interest, costs, and reasonable attorney's 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 charged 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 the 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 Lumpkin 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, non-use of any Common Property, 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.

4.

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:

(i) a late charge equal to the greater of Ten Dollars & no/100 (\$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;

(ii) 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

(iii) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall there 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.

(iv) 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 any Common Area shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress and 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 Bylaws, the Act, and Georgia law, including reasonable attorney's fees actually incurred. Enforcement under this subparagraph is not dependent upon or related to other restrictions and or other actions.

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.

5.

Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of the majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and maintenance charge to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Boards, but, rather the budget is merely an estimate of common expenses on which the Board may base the annual assessment.

6.

In addition to other changes and assessments authorized herein, the Board may, at any time, levy a special assessment against all Owners, provided that any such special assessment exceeding the amount of the annual assessment then in effect shall have first been approved by a two-thirds (2/3) vote of the members of the association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose. Special assessments shall be paid as determined by the board and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is

imposed.

7

The board may prepare an annual or multi-year capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the board and included within the budget and assessment as provided in Section 5 above.

8

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 amounts 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 not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

9

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

10

The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual maintenance charges or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

11.

The Property shall be used only for those uses and purposes set out in the original Declaration and any and all amendments thereto (hereinafter referred to as the "Declaration"). Every Owner and occupant shall comply with the Declaration, the Bylaws and the rules and regulations of the

Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owner, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or occupants, as a result of such person's violation, Association may take action under the declaration against the Owner as the Owner committed the violation in conjunction with the Owner's family, guest, tenants or occupants.

The Board may take any and all actions permitted by O.C.G.A § 44-3-223, including, but not limited to, suspending an Owner's right to vote and/or use the Common Area and imposing fines or other sanctions for violation of any duty imposed under the Declaration, Bylaws or Association. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the association under this Section, to the maximum extent permissible, all costs incurred by Association in abating a violation or otherwise taking action to enforce the Declaration. Bylaws or Association rules, including reasonable attorneys' fees actually incurred, may be assessed against the violating Owner and/or occupant.

Notwithstanding the above, no right of action shall exist against the association for failure of enforcement where: (I) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

12.

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

13.

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, the 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 sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. No amendment shall be effective until certified by the President and the Secretary of the Association and filed in the Lumpkin County, Georgia land records.

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.

Notwithstanding the forgoing, 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 Lumpkin County, Georgia land records, then such amendment of document shall be presumed to be validly adopted.

IN WITNESS WHEREOF, the undersigned developers of the Deerwoods Subdivision, certify that the above Amendment to the declaration was duly adopted by under the terms as stated in Section 8.01 of the Declaration of Covenants, Conditions, Restrictions and Easements for Deerwoods as recorded in Deed Book W-36, Pages 379-389, Lumpkin County Records.

Signed, sealed, and delivered
this 6th day of March, 2013
the presence of:

Developer: The BHR Group, LLC

Pat Cagle
Unofficial Witness

By: Darlene Towne

Carolyn M. Grant
Notary Public
State of Georgia

By: [Signature]

