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MOORE INGRAM JOHNSON & STEELE, LLP  
Attn: Susan S. Stuart  
192 Anderson Street  
Mar etta, Georgia 30060

CROSS REFERENCE: DEED BOOK 1029, PAGE 541

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR VILLAS AT EVANS MILL**

STATE OF GEORGIA  
COUNTY OF PAULDING

THIS AMENDMENT, made and published this 30<sup>th</sup> day of April 2002, by The Villas At Evans Mill, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, The Villas At Evans Mill, LLC recorded that certain Declaration of Covenants, Conditions and Restrictions for Villas at Evans Mill dated August 30, 2001, recorded August 31, 2001, in Deed Book 1029, Page 541, Records of Paulding County, Georgia (hereinafter referred to as the "Declaration"); and

**WHEREAS**, pursuant to authority granted in Article IX of the Declaration, Declarant is the owner of at least 75% of the Lots in Evans Mill and desires to amend the Declaration as set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises, said Declaration is hereby amended as follows:

1.

Article IV Section 3 of the Declaration is hereby deleted and replaced with the following:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Two Hundred and Ten Dollars (\$210.00) per Lot. The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

2.

Article IV Section 4 of the Declaration is hereby deleted and replaced with the following:

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personality related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose if said assessment exceeds Five Hundred Dollars (\$500.00) per Lot.

3.

Article IV Section 5 of the Declaration is hereby deleted and replaced with the following:

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.

The Declaration is hereby amended to include an Article XII to read as follows:

**ARTICLE XII**  
**MAINTENANCE: CONVEYANCE OF PROPERTY TO ASSOCIATION**

Section 1. Association's Responsibilities. The Association shall maintain and keep in good repair the Common Property as well as the exterior maintenance of all improvements located on any Lot. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain (a) all entry features for Villas At Evans Mill Subdivision, including the landscaping associated therewith (whether or not such landscaping is on a Lot or public right-of-way), and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features, (b) all property outside of Lots located within Villas At Evans Mill Subdivision which was originally maintained by Declarant, (c) the water and sewer system serving the Common Property, (d) all roads and driveways and (e) painting, roofing, gutter cleaning and maintenance, and all maintenance of siding/masonry/stucco located on the exterior of improvements located on a Lot.

The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all Structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community Wide Standard and this Declaration. The Community Wide Standard as used in this paragraph shall mean and refer to the standard of conduct, maintenance or other activity generally prevailing in Villas At Evans Mill Subdivision. Such standard may be more specifically determined by the Board of directors of the Association but must be consistent with the Community-Wide Standard originally established by the Declarant. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The remedies provided in the Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration for a violation of the Declaration.

Owner responsibilities shall include but shall not be limited to the following:

1. Garage door damage, replacement and adjustments;
2. Exterior doors, door frames, door knobs, and kick plates;
3. Windows, screens and window frames;
4. Window glass repair, replacement and cleaning;
5. Exterior light fixtures attached to the frame;
6. Air conditioner compressors;
7. Exterior hose bibs;
8. Storm doors and storm windows installed by homeowner;
9. Individual water and sewer line servicing their home; and

10. Decks and Patios.

5.

The Declaration is hereby amended to include the Table of Contents attached hereto as Exhibit "A" and made a part hereof by reference as if same had been attached to the declaration ab initio.

6.

Article XI of the Declaration shall be amended to add a Section 10. to read as follows:

Section 10. Insurance. Each Owner is required to maintain an individual insurance policy on his or her individual Lot for full replacement value of improvements. Each Owner must deliver a current copy of said policy to the Board of Directors or its designated representative to be kept on file and must take steps to ensure that a current copy is always on file. Each Owner is under an obligation to notify the Board or its representative of any changes to or updates of the current policy on file. Any failure by an Owner to comply with this Section shall subject said Owner to fines as outlined in Article VIII Section 3 of this Declaration.

7.

Except as otherwise specifically amended herein, said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this amendment to be executed on the 30<sup>th</sup> day of April, 2002.

THE VILLAS AT EVANS MILL, LLC

JB Munson  
By: JB MUNSON  
Title: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Suzanne M. George  
Unofficial Witness

Susan B. Pieklik

