

J.C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

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STATE OF GEORGIA
COUNTY OF COBB

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Reference: Deed Book 4550
Page 187

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR BROOKSTONE II, A COUNTRY CLUB COMMUNITY**

WHEREAS, Willoughy & Sewell Development, Ltd. recorded a Declaration of Covenants, Conditions and Restrictions for Brookstone II, A Country Club Community, on July 9, 1987, in Deed Book 4550, Page 187, et seq., Cobb County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration has been previously amended by five (5) amendments recorded in the Cobb County, Georgia Records (the "Declaration"); and

WHEREAS, Section 12.03 of the Declaration provides that the Declaration may be amended by the approval of Owners holding at least one-half (1/2) of the total votes in the Brookstone II Homeowners Association, Inc. ("Association"); and

WHEREAS, members of the Association holding at least one-half (1/2) of the total vote thereof desire to amend the Declaration and have approved this Amendment; and

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 DWELLINGS.

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR BROOKSTONE II, A COUNTRY CLUB COMMUNITY - PAGE 1**

WHEREAS, these amendments are not material with respect to Mortgages on Dwellings in that they do not materially and adversely affect the security title or interest of any Mortgagee; provided, however, if a court of competent jurisdiction determines that these amendments do so without such Mortgagee's consent, then these amendments shall not be binding on the Mortgagee 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 Mortgage;

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article I of the Declaration is hereby amended by adding the following Section (w) to the end thereof:

(w) "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 III of the Declaration is hereby amended by adding the following as Section 3.12:

Section 3.12 Georgia Property Owners Association Act. The Brookstone II subdivision property constitutes a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time. The Association shall have all rights and powers afforded under the Act.

3.

Article IX, Section 9.02 of the Declaration is amended by deleting the second, third, and fourth sentences of such Section and by the addition of the following in place of the deleted sentences:

Any such assessments, together with late charges, interest at the rate of ten percent (10%) per annum (or such other rate provided for by the Act), court costs (and other expenses allowed by the Act), and reasonable attorneys' fees actually incurred to enforce or collect such assessments, and/or to otherwise enforce the provisions of this Declaration, the Bylaws, or the Rules and Regulations, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, and such grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever including, but not limited to, non-use of the Common Areas, 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.

Article IX, Section 9.05 of the Declaration shall be amended by the addition of the following at the end of such Section:

The Board shall have the authority to assess pursuant to Section 44-3-225(a) of the Act.

5.

Article IX, Section 9.06 of the Declaration is amended by deleting the words "not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings" and replacing them with the following:

... not less than twenty-one (21) days (in the event of an annual meeting) or not less than seven (7) days (in the event of a special meeting) in advance of such meetings.

6.

Article IX, Section 9.07, "Liens," of the Declaration is deleted in its entirety.

7.

Article IX, Section 9.08 of the Declaration is amended by the addition of the following at the end of such Section:

In order to bring the Declaration in accordance with the Georgia Property Owners Association Act, notwithstanding anything in the Declaration to the contrary: (1) late charges and interest shall be no higher than the maximum amount provided by the Act and (2) all references in the Declaration to reasonable attorneys' fees shall be to reasonable attorneys' fees actually incurred.

8.

Article IX, Section 9.09 of the Declaration is amended by removing the words "ten (10) days" and replacing them with the words "five (5) business days."

9.

Article IX of the Declaration is hereby amended by adding a new Section 9.11 thereto as follows:

Section 9.11. Capital Fund/Transfer Assessment Upon Transfer of a Dwelling. In addition to all other assessments, fees and charges herein, the purchaser/grantee of every Dwelling shall be assessed and shall be subject to a non-refundable, non-prorated capital fund/transfer assessment ("Capital Fund Assessment") upon each and every conveyance and transfer of the Dwelling to any person other than to the spouse or an heir of the Owner. The Capital Fund Assessment shall be in an initial amount of Two Hundred and No/100 Dollars (\$200.00). Beginning in 2008, the Board may increase the Capital Fund Assessment each fiscal year in an amount not to exceed the then current annual assessment. The Capital

Fund Assessment shall be in addition to, not in lieu of, and not be considered an advance payment of any annual, special, or other assessment or capital contribution. The Capital Fund Assessment shall be due and payable at the time of each such conveyance or transfer and shall be collected at the closing of each such conveyance or transfer. The Capital Fund Assessment shall constitute a specific special assessment and continuing lien against such Dwelling, and a personal obligation of the Owner of such Dwelling, from the time it is due until it is paid in full and may be collected pursuant to this Article IX.

10.

Article X, Section 10.05(b) of the Declaration is amended by deleting the first sentence thereof and replacing it with the following:

(b) If the Architectural Control Committee fails to approve or to disapprove such plans and specifications and related data ("Application") within 45 days after the Application and all required information have been submitted, the Owner submitting the Application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the Application. Unless the Association issues a written disapproval of the Application within ten (10) days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the Application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

11.

Article X of the Declaration is amended by the addition of the following as Section 10.22:

Section 10.22. Leasing of Dwelling. In order to protect the equity of the individual Dwelling Owners at Brookstone II, and to carry out the purpose for which Brookstone II was formed by preserving the character of Brookstone II as a homogenous residential community of predominantly owner-occupied Dwellings, the leasing of Dwellings shall be governed by the restrictions imposed by this Section. Except as provided herein, leasing of Dwellings is prohibited.

(a) Definitions.

(1) "Effective Date" means the date this Sixth Amendment is recorded in the Cobb County, Georgia land records.

(2) "Grandfathered Owner" means an Owner of a Dwelling who is lawfully leasing his or her Dwelling on the Effective Date. Grandfathering shall apply only to the Dwelling owned by such Grandfathered Owner on the Effective Date. Grandfathered Owner status hereunder shall continue until the date the Grandfathered Owner sells the Dwelling and conveys title to the Grandfathered Dwelling to any other person (other than the Owner's spouse). Further, in order to qualify as a Grandfathered Owner, the Owner of a Dwelling which is being lawfully leased as of the Effective Date of

this Amendment must provide the Board with a copy of the written lease within forty-five (45) days after the Effective Date.

(3) "Grandfathered Dwelling" means the Dwelling owned by a Grandfathered Owner on the Effective Date hereof.

(4) "Leasing" means the regular, exclusive occupancy of a Dwelling by any person(s) other than: (A) the Owner or a parent, child, or spouse of an Owner (collectively referred to as "Authorized Occupant"); (B) an Authorized Corporate Occupant (defined below); or (C) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Dwelling as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every twelve (12) months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Dwelling.

(b) Leasing Permit and Restriction. Only the following persons are authorized to lease their Dwellings:

(1) a Grandfathered Owner upon compliance with the requirements herein;

(2) a non-Grandfathered Owner who has received a written leasing permit from the Board of Directors; or

(3) a non-Grandfathered Owner who has received a written hardship leasing permit from the Board

Non-Grandfathered Owners who want to lease their Dwellings may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Dwelling, in strict accordance with the terms of the permit and this Section 10.22. The Board shall have the authority to establish a system for granting leasing and hardship leasing permits and establish terms for permits, including but not limited to, conditions as to the duration and use of such permits, consistent with this Section 10.22. Unless otherwise stated in the permit, all leasing permits expire two (2) years and three (3) months from the date of issuance and hardship leasing permits shall be valid for a term not to exceed one (1) year and three (3) months. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Dwelling and shall not be transferable between either Dwellings or Owners (including a subsequent Owner of a Dwelling where a permit was issued to the Owner's predecessor in title).

An Owner's request for a leasing permit may be approved if the number of current, outstanding permits issued is no more than ten (10) Dwellings in the Property.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of either of the following events: (i) the sale of the Dwelling to any third party (other than the Owner's spouse); or (ii) any period of 180 consecutive days where the Dwelling is not leased.

Owners who have been denied a leasing permit shall, upon request, be placed on a waiting list for a leasing permit and shall be issued a permit, in the discretion of the Board of Directors, when such number falls below ten (10). The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. There are two ways to obtain a hardship leasing permit:

(1) The Board shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the Property if the permit is approved, (C) the number of hardship leasing permits which have been issued to other Owners, (D) the Owner's ability to cure the hardship, and (E) whether previous hardship leasing permits have been issued to the Owner.

(2) The Board shall issue a hardship permit if the Board finds, after review of reasonable evidence submitted by the Owner, that one (or more) or the following specific defined "hardships" exist: (A) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Dwelling was placed on the market, sell the Dwelling except at a price below the current appraised market value, after having made reasonable efforts to do so; (B) an Owner dies and the Dwelling is being administered by his or her estate; or (C) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Dwelling within one (1) year.

Owners may apply for an additional hardship leasing permit at or up to one hundred twenty (120) days prior to the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

(d) Leasing Provisions. When leasing is permitted herein (as to a non-grandfathered or a Grandfathered Owner), it shall be governed by the following provisions:

(1) Notice. At least ten (10) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease by comparing such lease to the provisions of this Section 10.22 and any rules and regulations adopted pursuant thereto. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance. The Board may make available an Association pre-approved form lease or addendum. Owners may utilize such form if they desire to submit for approval. All leases shall, in any event, contain the provisions of Sections 10.22(d), (e), and (g).

(2) General. Dwellings may be leased only in their entirety; no rooms or fractions of Dwellings may be leased without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. No transient tenants shall be accommodated in a Dwelling.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of either of the following events: (i) the sale of the Dwelling to any third party (other than the Owner's spouse); or (ii) any period of 180 consecutive days where the Dwelling is not leased.

Owners who have been denied a leasing permit shall, upon request, be placed on a waiting list for a leasing permit and shall be issued a permit, in the discretion of the Board of Directors, when such number falls below ten (10). The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. There are two ways to obtain a hardship leasing permit:

(1) The Board shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the Property if the permit is approved, (C) the number of hardship leasing permits which have been issued to other Owners, (D) the Owner's ability to cure the hardship, and (E) whether previous hardship leasing permits have been issued to the Owner.

(2) The Board shall issue a hardship permit if the Board finds, after review of reasonable evidence submitted by the Owner, that one (or more) of the following specific defined "hardships" exist: (A) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Dwelling was placed on the market, sell the Dwelling except at a price below the current appraised market value, after having made reasonable efforts to do so; (B) an Owner dies and the Dwelling is being administered by his or her estate; or (C) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Dwelling within one (1) year.

Owners may apply for an additional hardship leasing permit at or up to one hundred twenty (120) days prior to the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

(d) Leasing Provisions. When leasing is permitted herein (as to a non-grandfathered or a Grandfathered Owner), it shall be governed by the following provisions:

(1) Notice. At least ten (10) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease by comparing such lease to the provisions of this Section 10.22 and any rules and regulations adopted pursuant thereto. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance. The Board may make available an Association pre-approved form lease or addendum. Owners may utilize such form if they desire to submit for approval. All leases shall, in any event, contain the provisions of Sections 10.22(d), (e), and (g).

(2) General. Dwellings may be leased only in their entirety; no rooms or fractions of Dwellings may be leased without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. No transient tenants shall be accommodated in a Dwelling.

(3) Lease Form and Approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. Within ten (10) days after executing a lease agreement for the lease of a Dwelling, the Owner shall provide the Board with (1) a copy of the executed lease, (2) the name of the lessee, and all other people occupying the Dwelling, and the work and home phone numbers for the lessee and all occupants, (3) the Owner's primary residence address and phone number, work location, and work phone number, and (4) such other information required by the Board. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease. This provision shall not be deemed to create any right of first refusal in the Association or any other person. There shall be no subleasing of Dwellings or assignment of leases without prior written Board approval.

(4) Liability for Assessments; Compliance. Each Owner covenants and agrees that any lease of a Dwelling shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Dwelling, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other Occupants (as defined below) and guests of the leased Dwelling in order to ensure such compliance. The Owner shall cause all Occupants of his or her Dwelling to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Dwelling is leased or occupied in violation of this Section 10.22 or if the lessee, an Occupant, or a guest violates the Declaration, Bylaws, or a rule or regulation, then the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or Owner, to suspend applicable voting and/or Common Area use privileges and to use such other remedies allowed in this Declaration as to Owners.

If the lessee, an Occupant, or a guest violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and authorizes the Owner to immediately terminate the lease without liability and to evict the lessee in accordance with Georgia law. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate, to terminate the lease and/or occupancy and to evict all Occupants, without liability. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Dwelling. Any lease not approved in accordance with this Section 10.22 shall be deemed void and such occupancy shall constitute a violation of the Declaration.

Lessee shall promptly advise the Owner and the Association of any condition of the common areas affecting the Dwelling being leased which requires repair or maintenance by the Association.

(B) Liability for Assessments. When an Owner who is leasing his or her Dwelling fails to pay any annual or special assessment or any other charge for a period of more than thirty

(30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent to be received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use any and all recreational facilities.

(f) Applicability. Leases existing on the Effective Date hereof shall be subject to all provisions hereof with the exception of Section 10.22(d) above. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with Section 10.22(d).

This Section 10.22 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Dwelling who becomes the Owner of a Dwelling through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(g) Number of Occupants. No more than two Occupants per bedroom are permitted in the Dwelling, as such bedrooms are depicted on the plans for such Dwelling approved by the applicable governmental agency or such plans cannot be found, then as such portion of the Dwelling was intended as originally constructed. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the date this Amendment is record in the county real estate records. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

12.

Article XI, Section 11.02 of the Declaration is amended by the addition of the following at the end thereof:

Notwithstanding anything in this Section 11.02 to the contrary, the Board shall not have the power to impose reasonable monetary fines in the event that an Owner has failed to timely pay an assessment. In any enforcement action taken by the Association under this Section, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, By-Laws, or Association Rules, including reasonable attorneys' fees actually incurred, may be assessed against the violating Owner and/or Occupant.

13.

Article XI, Section 11.03 of the Declaration is amended by deleting such Section in its entirety and replacing it with the following:

Section 11.03 Fining and Suspension Procedure. The Board of Directors shall not impose a fine, suspend the right to vote or suspend the right to use the Common Areas (including the recreational facilities), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this subparagraph shall not be required for the following: (i) failure to pay 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; (iii) suspension of the right to use the Common Area 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 use the Common Area shall be automatic.

(a) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board of Directors 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 suspension(s). Fines and/or 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.

(b) 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 Directors 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.

14.

Article XII, Section 12.03(a), (b), and (c) shall be amended by deleting the text of such Sections in their entirety and replacing it with the following:

(a) Member Approval Procedure. Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, this Declaration may be amended with the approval of Owners holding 66-2/3% of the total Association vote. Such vote may be obtained by affirmative vote, written consent, or any combination thereof. Notice of a meeting, if any, at which a proposed amendment will be considered

shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

(b) Default Approval Procedure After Owner Non-Response. It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

(c) Eligible Mortgage Holder Approval. In addition to approval by the Owners as provided above, any amendment which materially and adversely affects the security title and interest of any Eligible Mortgage Holder must be approved by the Eligible Mortgage Holder. Eligible Mortgage Holder shall be defined as a holder of a first Mortgage secured by a Dwelling who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Dwelling number or address of the property in the Community secured by such mortgage. 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.

(d) Amendments to Comply with Law or Conform Documents. Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote

from the Owners, may amend this Declaration and the Bylaws to comply with 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"), or to resolve conflicts between this Declaration, the Bylaws, the Articles of Incorporation, and applicable laws.

(e) Validity of Amendments. No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Cobb County, Georgia land records.

15.

Article XII, Section 12.05, "Duration," of the Declaration shall be deleted in its entirety and shall be replaced with the following:

12.05 Duration. This Declaration shall have perpetual duration.

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IN WITNESS WHEREOF, the undersigned officers of Brookstone II Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required percentage of the Association's membership and any required notices were duly provided.

This 7th day of January, 2008.

**BROOKSTONE II HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

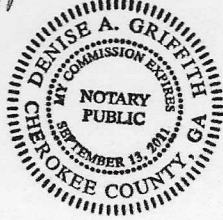
[CORPORATE SEAL]

SWORN TO AND SUBSCRIBED TO BEFORE
ME this 10th day of January, 2008.

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



542195-1 (5155-002)