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STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 9437
Page 314
Deed Book 9479
Page 492
Deed Book 10044
Page 479
Deed Book 24261
Page 344
Deed Book 49131
Page 101

**AMENDMENT TO THE PROTECTIVE COVENANTS FOR THE PINES AT
KIMBALL BRIDGE, UNITS ONE THROUGH FIVE, FULTON COUNTY,
GEORGIA AND THE BY-LAWS OF THE PINES HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, The Pines at Kimball Bridge subdivision is governed by a set of recorded covenants referenced below collectively referred to as the Declaration; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit One, Fulton County, Georgia were recorded in Deed Book 9437, Page 314 of the Fulton County, Georgia land records; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit Two, Fulton County, Georgia were recorded in Deed Book 9479, Page 492 of the Fulton County, Georgia land records; and,

WHEREAS, the plat for The Pines at Kimball Bridge, Unit III, submits Unit III of The Pines at Kimball Bridge community to the Protective Covenants for The Pines at Kimball Bridge, Unit II, Fulton County, Georgia; and,

WHEREAS, the plat for The Pines at Kimball Bridge, Unit IV, submits Unit IV of The Pines at Kimball Bridge community to the Protective Covenants for The Pines at Kimball Bridge, Unit II, Fulton County, Georgia; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit Five, Fulton County, Georgia were recorded in Deed Book 10044, Page 479 of the Fulton County, Georgia land records; and,

WHEREAS, a First Amendment to the Protective Covenants for The Pines at Kimball Bridge, Units One through 5 and the Association's By-Laws were recorded in Deed Book 24261, Page 344 of the Fulton County, Georgia land records; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Units One through 5 was further amended by an amendment recorded in Deed Book 49131, Page 101 of the Fulton County, Georgia land records; and,

WHEREAS, once again, the Lot Owners in The Pines at Kimball Bridge subdivision wish to amend the Declaration; and,

WHEREAS, Section 18 of the Declaration states that the Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners and that any amendment must be recorded; and,

WHEREAS, 66% of the Lot Owners within The Pines at Kimball Bridge subdivision desire to adopt this amendment to Declaration; and,

WHEREAS, The Pines Homeowners Association, Inc. ("Association") is the representative body of the Lot Owners within The Pines at Kimball Bridge subdivision.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Section 25 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

25. MAINTENANCE RESPONSIBILITY

(a) Owner's Responsibility. Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. This maintenance obligation shall include all structures, landscaping and other improvements on the Owner's Lot. Such maintenance shall be performed consistent with this Declaration and the maintenance standards established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

(b) Association's Responsibility. The Association shall maintain, keep in good repair, replace and, in the Board's discretion, improve or alter the Common

Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association if the Board determines that such maintenance would benefit the Community. The foregoing maintenance shall be performed consistent with the maintenance standards established pursuant hereto.

If the Board determines that the need for maintenance or repair on the Common Property is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

(c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete the maintenance or repair. If the maintenance or repair is not capable of completion within 10 days, the Owner shall contact the Association's Board within 10 days of the notice of violation and provide an estimated completion date for the maintenance or repair and shall complete the maintenance or repair within the time period authorized by the Board. Upon completion of the maintenance or repair, Owner is required to notify the Board of the completion of the maintenance or repair. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

(d) Maintenance Standards and Interpretation. The Board has the authority to establish, interpret and enforce maintenance standards for Lots within the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations. The Board may adopt, amend and publish written maintenance standards. These standards may vary for different parts of the Community, based on street visibility and location of the proposed modification or Lot. Any maintenance standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. The initial maintenance standards are attached hereto as Exhibit "A".

2.

Section 14 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

14. ARCHITECTURAL CONTROLS.

(a) The membership of the Architectural Control Committee ("ACC") shall be composed of a minimum of one (1) and a maximum of three (3) members of the Association with at least one (1) of the members being a member of the Board.

(b) Limitation on Exterior Modifications. Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:

- (1) construct any dwelling or other improvement on a Lot;
- (2) make any change or alteration that affects the exterior appearance of the Lot, including landscaping changes; or
- (3) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

Additionally, no modification shall encroach onto the Common Property unless expressly approved in writing by the Board.

(c) Standards and Interpretation. The Board may adopt, amend and publish written Community-Wide Standards for modifications that affect the exterior appearance of Lots. These standards may vary for different parts of the Community, based on street visibility and location of the proposed modification or Lot. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

(d) Application Process and Review. The Board may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ACC. Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the this Declaration or the Community-Wide Standards; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board or ACC shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

(e) Ruling on Application. If the Board or ACC fails to approve or to disapprove such application within 30 days after the application and all required information have been submitted, 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, Community-Wide Standards, rules and regulations of the Association, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification 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.

(f) Appeal. If the ACC does not consist of the Board, and the ACC disapproves any application or part thereof, an Owner may, in writing, appeal the ACC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 30 days from the date of the ACC's disapproval notice, or the decision of the ACC shall become final and all rights of appeal shall terminate. Within 30 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

(g) Commencement and Completion of Construction. All modifications approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within six months from the date of commencement, unless otherwise agreed in writing by the Board or ACC.

(h) Limitation of Liability. The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

3.

Section 33 of the Declaration is hereby amended by adding the following subsections to the end thereof:

(o) Common Property shall mean all property, both real and personal, owned by The Pines Homeowners Association, Inc.

(p) Community shall mean The Pines at Kimball Bridge Units One through 5, submitted to this Declaration.

IN WITNESS WHEREOF, the undersigned officers of The Pines Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Lot Owners within The Pines at Kimball Bridge community, with any required notices duly given.

This 8 day of September, 2016.

THE PINES HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this 8 day of SEP, 2016.

By: [Signature] (Seal)
President

[Signature]
Witness

Attest: [Signature] (Seal)
Secretary

[Signature]
Notary Public

[CORPORATE SEAL]

[Notary Seal]



The Pines at Kimball Bridge
Initial Maintenance Standards

Landscaping Maintenance

1. All planting areas should be properly maintained at all times. At the end of the growing season all dead vegetation must be removed.
2. Flowerbeds and non-grass areas must present a neat appearance.
3. All grass, weeds and vegetation growing on the curb or over the curb or in the cracks of a driveway must be removed.
4. Homeowners are required to mow their yards on a regular basis and maintain grass height to an acceptable appearance level (approximately 6 inches maximum), and maintain the landscaping on their property.
5. Dead, diseased or damaged trees, tree stumps and limbs must be removed in a timely fashion.
6. Bushes, shrubs, hedges and other plants are to be trimmed regularly.
7. Each homeowner is responsible for the removal of debris, clippings, etc., on their lot and from their property line to the center of the street. Weeds growing in the street (cracks, joints, gutters) must be removed.
8. Barren lawn areas must be promptly repaired, re-seeded, or re-sodded. A weed and feed application must be applied to each homeowner's lawn on an annual basis to generate a healthy lawn and rid the lawn of weeds.
9. Trees, shrubbery, bushes and other vegetation are to be kept pruned to maintain a neat appearance and to insure the visibility of pedestrians and motorists are not obstructed.
10. All lawn mowers and equipment, tools, building materials, toys, bikes, games, sports and similar type equipment, etc. are to be stored in the garage after 10 pm. each day with the exception of basketball goals.
11. Homeowners are responsible for all vegetation in their yard that is growing on to neighboring homeowner lots, around electric and cable utility boxes, street signs and street light poles.