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

**16. AUTHORITY AND ENFORCEMENT**

(a) Compliance with Association's Governing Legal Documents

All Owners, Occupants and their guests shall comply with the Association's Governing Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association's Governing Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association's Governing Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association's Governing Legal Documents against: (1) only the Owner; (2) only the violating family

member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association's Governing Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

Any Lot Owner who leases their Lot must provide a copy of the Association's Governing Legal Documents to the Owner's tenant(s). Additionally, any lease must include a clause in the lease specifying that all tenants and Occupants of a Lot are bound by the Association's Governing Legal Documents. All tenants and Occupants are bound by the Association's Governing Legal Documents regardless of whether or not this clause appears in the lease.

(b) Types of Enforcement Actions

In the event of a violation of the Association's Governing Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions, fines and penalties 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 voting rights of a violating Owner;
- (2) Impose fines and penalties against all Violators, which shall constitute a lien on the violating Owner's Lot;
- (3) Use self-help to remedy the violation;
- (4) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (5) Record in the Fulton County land records a notice of violation identifying any uncured violation of the Association's Governing Legal Documents regarding the Lot.

(c) Suspension, Fining and Penalty Procedure

Except as provided below, before imposing fines or penalties or suspending the right to vote, the Association shall give a written violation notice to the Violator as provided below.

(1) Violation Notice

The written violation notice to the Violator shall:

- (i) Identify the violation, suspension, fine(s) and/or penalties being imposed; and
- (ii) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension, fine(s) and/or penalties.

Notwithstanding the Violator's right to request a violation hearing, suspension(s), fine(s) and/or penalties shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(2) Violation Hearing

If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s), fine(s) and/or penalties. If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(3) No Violation Notice and Hearing Required

No violation notice or violation hearing shall be required to:

- (i) impose late charges or interest on delinquent assessments; or,
- (ii) suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the

violation no longer exists or the Board of Directors otherwise reinstates such rights in writing; or,

- (iii) engage in self-help in an emergency; or,
- (iv) impose fines or penalties for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fines or penalties may be imposed on a per diem basis without any further notice to the Violator; or
- (v) impose fines or penalties if the same violation occurs again on the same Lot, in which case fines or penalties may be imposed on a per diem basis without any further notice to the Violator.

(d) Self Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association's Governing Legal Documents by self-help without the necessity for compliance with the Suspension, Fining and Penalty Procedures described above. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two days prior written notice. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

(e) Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association's Governing Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

(f) Costs and Attorneys' Fees for Enforcement Actions

In any action taken by the Association to enforce the Association's Governing Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees and expenses actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

(g) Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association's Governing Legal 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.

(h) Conflicts

The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Georgia Nonprofit Corporation Code, the Declaration, the By-Laws, or the Articles of Incorporation, such laws and documents, in that order, shall prevail. If there is a conflict between this Amendment and any provisions previously contained in the Association's Declaration or By-Laws, the terms in this Amendment shall govern.

2.

**Article V, Section 5.9 of the Association's By-Laws is hereby deleted in its entirety.**

3.

**The Declaration is hereby amended by adding the following Section 33 to the end thereof:**

### 33. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as set forth in this Section 33. Otherwise, the terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code.

(a) Articles of Incorporation or Articles means the Articles of Incorporation of The Pines Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia.

(b) Association means The Pines Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(c) Association's Governing Legal Documents means this Declaration and all exhibits hereto, the By-Laws, the Articles of Incorporation, the Plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

(d) Board or Board of Directors means the body responsible for management and operation of the Association.

(e) By-Laws means the By-Laws of The Pines Homeowners Association, Inc.

(f) Declaration shall mean and refer to 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; 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; 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; the First Amendment to the Protective Covenants for The Pines at Kimball Bridge, Units One through 5; 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, any additional amendments thereto.

(g) Director means a member of the Association's Board of Directors.

(h) Lot means a portion of The Pines at Kimball Bridge subdivision intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown may be on the plats for the community recorded in the Fulton County, Georgia land records.

(i) Occupant means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

(j) Officer means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer or to hold such other office as may be established by the Board of Directors.

(k) Owner means the record title holder of a Lot. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

(l) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(m) Plats means those plats of the survey relating to The Pines at Kimball Bridge subdivision located in the Fulton County, Georgia land records. All of the plats of survey are incorporated herein by this reference.

(n) Violator shall mean any Owner who violates the Association's Governing Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association's Governing Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

IN WITNESS WHEREOF, the undersigned officers of The Pines Homeowners Association, Inc., hereby certify that the above amendment to the Declaration and Bylaws 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 7<sup>th</sup> day of July, 2015.



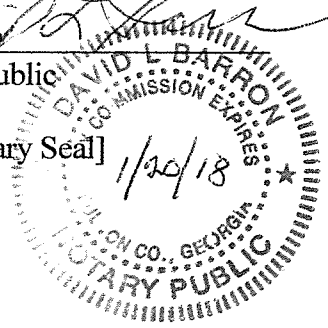
**THE PINES HOMEOWNERS  
ASSOCIATION, INC.**

Sworn to and subscribed to before  
me this 7<sup>th</sup> day of JULY,  
2015.

[Signature]  
Witness

[Signature]  
Notary Public

[Notary Seal]



By: [Signature] (Seal)  
President

Attest: [Signature] (Seal)  
Secretary

[CORPORATE SEAL]