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**AMENDMENTS TO DECLARATIONS OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR**

**THE SUMMIT AT SCARBOROUGH SUBDIVISION UNIT ONE, UNIT TWO,
UNIT THREE AND UNIT FOUR**

This Declaration is made this 16th day of November, 2012 by The Summit at Scarborough Homeowners Association, INC.

All references to Zenith Development Corp. or Developer hereafter shall be changed to read The Summit at Scarborough Homeowners Association, INC.

ARTICLE 3

Change(s) and Amendments

3.3 Change(s): Delete "Classes of Membership", before Voting Rights, delete entire sentence following Voting Rights.

3.3 AMENDMENT:

Members' Voting Rights:

3.3(a) Change(s): Delete first sentence. Replace with statement – "Each residence shall be entitled to one vote".

3.3(a) AMENDMENT:

Each residence shall be entitled to one vote. Where such owner is a group or entity other than one individual person, the vote on behalf of such owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the Secretary of the Association.

3.3 (b) Change(s): Delete statement entirely

3.3 (c) Change(s): Delete statement entirely

3.5 Change(s): Insert twenty before percentage and (20%) after percentage on third line of clause.

11/11/2012

3.5 AMENDMENT:

Meeting of the Membership. All matters concerning meetings of members of the Association, including the time and manner in which notice of any said meetings shall be given to members or the quorum and twenty percent (20%) vote required for the transaction of business of any meeting, shall be specified in this Declaration, in the Bylaws of the Association, as amended from time to time, or by law.

ARTICLE 5

Change(s) and Amendments

5.1 Change(s): Replace the phrase "Each Class A member" to read "Each homeowner(s)" In first sentence on line one.

5.1 AMENDMENT:

Creation of the Lien or personal Obligation for Assessments. Each homeowner(s), by acceptance of a deed or other conveyance for any Residential Unit in the restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association.

5.3(a),(b) Change(s): Replace "Class A members" with "homeowners"; substitute "\$150.00" with "\$250.00" and delete references to homeowner paying Initiation Dues or Annual Assessment Fees to the Developer.

5.3(a) AMENDMENT:

The Initiation Dues for homeowner(s) shall be two hundred fifty dollars (\$250.00) per Lot. This amount shall be made payable at the time of Lot purchase by a homeowner to the Association. This payment shall not be pro-rated.

5.3(b) AMENDMENT:

The annual assessment of homeowner(s) shall be two hundred fifty dollars (\$250.00) per Lot. This amount shall be made payable at the time of Lot purchase by the homeowner(s) to the Association. The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

5.3(c) Change "\$150.00" to read "\$250.00".

5.3(c) AMENDMENT:

Subsequent annual dues shall be made payable in the amount of two hundred fifty dollars (\$250.00) per lot, and shall be due on the 1st day of May each year.

5.3(d) Change(s): Delete clause entirely.

5.3(e) Change 20% to 30%.

5.3 (e) AMENDMENT:

From and after such time as the homeowner(s) shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of Directors of the Association shall not be increased (or decreased) in any one year by an amount in excess of (30%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed Pursuant to this Section.

5.4 Change(s): Add a period after the second word "property". Delete all after the second word "property".

5.4 AMENDMENT:

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property.

5.6(b) Changes: Remove the sentence "The Association shall not waive any liens or rights it may have against any member or such member's Residential Unit without the approval of holders of eighty percent (80%) or more of the vote of those then entitled to vote all classes of membership.

5.6 (b) AMENDMENT:

If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or twelve percent (12%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property, in which event, interest costs and attorneys' fees shall be added to the amount of such assessment as may then be due. Each owner, by acceptance of a deed or other

conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members.

5.10 Add: Partial Payment of Annual Assessment.

5.10 AMENDMENT:

Partial Payment of Annual Assessment. Partial payment may be accepted beginning the 1st day of May in a minimum amount of Fifty dollars (\$50.00). The total amount of (\$250.00) must be paid by October 30th. All partial payments paid after the due date shall incur a late charge of Twenty-five dollars (\$25.00) to be added to the total assessment of \$250.00.

ARTICLE 6

Change(s) and Amendment

6.2 Change(s): Replace "members" with Board of Directors, and replace "CLASS A members" with Homeowners.

6.2 AMENDMENT: Management and Maintenance Agreement The Association may enter into such management and maintenance agreements as are necessary or desirable for the Administration and maintenance of the entrance Areas. Any management agreement which is to be entered into after approval by a majority of the Board of Directors, shall provide for the compensation to be paid the term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination thirty (30) days after fifty-one percent (51%) of the Board of Directors then entitled to affirmatively vote to so terminate such contract at any time after the Homeowner(s) are entitled to the full voting privileges in accordance with Article 3.

ARTICLE 8

Change(s) and Amendments

- 8.4(g) Change(s): Add the phrase "When entertaining guest, residents are required to make sure guests park on one side of road to accommodate the flow of traffic and emergency vehicles.
- 8.4(g) **AMENDMENT: NUISANCES.** No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Subdivision neighborhood. No basketball goal may be set-up or utilized in the streets. When entertaining guests, residents are required to make sure guests park on one side of road to accommodate the flow of traffic and emergency vehicles. Noise levels shall be controlled per Henry County Ordinance.
- 8.4(k) Change(s): Delete last sentence, replace with statement, "No pets shall be allowed to make unreasonable amount of noise or to become a nuisance. Pets shall be under leash control at all times when walked or exercised outside of all fenced areas on each lot".
- 8.4(k) **AMENDMENT: Pets, Livestock and Poultry.** No animals, livestock or poultry of Any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No pets shall be allowed to make unreasonable amount of noise or to become a nuisance. Pets shall be under leash control at all times when walked or exercised outside of all fenced areas on each Lot.
- 8.4(l) Change(s): Add the Phrase, "Garbage containers shall be removed from curb on the day of pick-up".
- 8.4(l) **AMENDMENT: Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept expect in sanitary containers. Noxious or offensive activities shall not be carried on any Lot and each owner, his family, guests, invitees shall refrain from any act or use of a Lot which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Subdivision or which would be in violation of any law or governmental code or regulations. Without limiting the generality of the forgoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, use or placed within the

subdivision. Garbage containers shall be removed from curb on the day of pick-up.

8.4(s) Change(s): Add the phrase, "No vehicle shall be parked on the lawn and no commercial vehicle shall be parked in subdivision overnight" and No vehicle shall be parked on street over a twenty-four (24) hour period.

8.4(s) Amendment: Motor, Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Association shall have the Authority to Promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any mobile home, trailer, tractor, truck (other than pick-up trucks), commercial vehicles or any type, camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized bicycle or any other similar devices from being kept, placed, stored, maintained or operated upon any portion of the subdivision, if in the opinion of the Board of Directors of the Association such prohibition shall be in the best interests of the subdivision. No owners or other occupants of any portion of any portion of the property shall repair or restore any vehicle of any kind upon or within any Lot except: (i) within enclosed garages or workshops; or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No vehicle shall be parked on the lawn and no commercial vehicle shall be parked in subdivision overnight and no vehicle shall be parked on street over a twenty-four hour period.

8.8 ADD: Care of Lawn.

8.8 AMENDMENT: Care of Lawns. Visible lawns from the curb shall be cut no less than every fourteen (14) days.

8.9 ADD: Uniform Window Treatments.

8.9 AMENDMENT:

Uniform Window Treatments – Where visible from the street, all window treatments must have white or ivory backing. This arrangement must be established not later than 10 days after the homeowner(s) take possession of the home.

8.10 Add: Offenses and Related Fines: The following fines will be imposed as appropriate:

8.10 AMENDMENT:

Offenses and fines after homeowner(s) have received

- One (1) verbal warning by an Officer and/or Block Captain and
- Two written notices (first notice sent by US Mail/Email and second notice sent verified receipt via US Mail, Fed Express or UPS)
- Final notice advising client of offense and stated fine.

Parking automobile(s) on lawn (front or backyard) = \$50

- Fee assessed daily until issue resolved.
- Fee Assessed for each automobile parked on lawn.

Dogs off leash and not in homeowner(s) yard = \$50

- Fee assessed for each occurrence.
- Fee assessed for each dog.

Trash Canister not removed from street within 24 hours of trash pick-up = \$50

- Fee assessed for each occurrence.
- Fee assessed for each garbage canister.

8.11 ADD: Consequences for non- payment fines.

8.11 AMENDMENT: Once the total of fines reaches \$500.00, the following procedures will be imposed:

- Homeowner(s) will receive a notice to pay fines within 30 days.
- After 30 days a lien will be placed on the property.
- If there is no response, the account will be referred to attorney for collection and appropriate action.
- Homeowner(s) will be responsible for all fees associated with these proceedings.

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- If there is no response, the account will be referred to attorney for collection and appropriate action.
- Homeowner(s) will be responsible for all fees associated with these proceedings.

IN WITNESS THEREOF, The undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered in the Presence of:

DECLARANT:

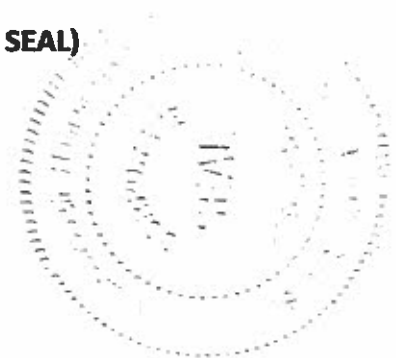
Esula K. Hill
Witness

THE SUMMIT AT SCARBOROUGH HOA, INC.
a Georgia corporation

By Samuel L. Hill
Samuel L. Hill, Vice President

Janice Graves
Notary Public
9/11/2015
Commission Expiration Date

(AFFIX CORPORATE SEAL)



(NOTARY SEAL)

JANICE GRAVES
HENRY COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPTEMBER 11, 2015
NOTARY PUBLIC