



**WHEREAS**, the Declarant no longer owns any property for development and/or sale in the Community or to be annexed to the Community and has been dissolved; and

**WHEREAS**, the Association desires to amend the Declaration as set forth herein to provide for an Initiation Fee to be paid upon the sale of a Lot in The Highlands and intend for this Amendment to be prospective only; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states unequivocally that the agreement of the required two-thirds (2/3) of the Lot Owners was lawfully obtained; and

**NOW THEREFORE**, the undersigned hereby adopts this Second Amendment to the Declaration of Protective Covenants and Easements for The Highlands, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to Article IV, entitled "Assessments," the following Section 4.10:

Section 10. Initiation Fee. Upon transfer of title to a Lot, an initiation fee in the amount of \$500.00 shall be paid by or on behalf of the purchaser to the Association. Such fee shall be collected and disbursed to the Association, as applicable: (i) at closing of each and every purchase of and sale of a Lot; or (ii) immediately upon demand by the Association. The aggregate fund established by such fees shall be maintained in a separate reserve account for the purpose of insuring the Association will have cash available to provide for capital repairs, replacement or improvements to the Community recreational facilities deemed necessary or desirable by the Board of Directors. The initiation fee shall be in addition to and not in lieu of the annual assessment for such Lot. This provision shall not apply to any first Mortgagee taking title through foreclosure proceedings or by deed in lieu of foreclosure.

2.

Unless otherwise defined herein, the words used in this Second Amendment shall have the same meaning as set forth in the Declaration.

3.

This Second Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall not be enforceable against any current Owner of a Lot subject to the Declaration.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby executes this Second Amendment under seal the day and year first above written.

ASSOCIATION: **THE HIGHLANDS HOMEOWNERS ASSOCIATION, INC.**, a Georgia corporation

By: *Richard Evelyn*  
Richard Evelyn, President

Attest: *Susan J. Cusick*  
*Susan J. Cusick*, Secretary

Signed, sealed and delivered in the presence of

*Paul Vargo*  
Witness

*Michael J. Fiondella*  
Notary Public

[AFFIX NOTARY SEAL]



[AFFIX CORPORATE SEAL]



EXHIBIT "A"

Sworn Statement Of President Of  
The Highlands Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF FULTON

Re: The Highlands

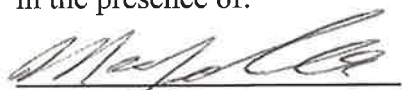
Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of The Highlands Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his own personal knowledge.
3. The foregoing Second Amendment to Declaration of Protective Covenants and Easements for The Highlands, was approved by the required vote of at least two-thirds (2/3) of the Lot Owners as provided in the Declaration.

This the 22 day of SEPT., 2001.

  
\_\_\_\_\_  
Richard Evelyn

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Notary Public

[AFFIX NOTARY SEAL]

