

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Haley H. Bourret

Cross Reference:
Deed Book 17391, Page 140

STATE OF GEORGIA
COUNTY OF FULTON

**FOURTH AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS
FOR THE HIGHLANDS**

This Fourth Amendment to the Declaration of Protective Covenants and Easements for the Highlands (hereafter referred to as the “Fourth Amendment”) is made on the date set below.

W I T N E S S E T H:

WHEREAS, The Village at Park Bridge, L.P., a California limited partnership (hereafter referred to as “Declarant”), recorded that certain Declaration of Protective Covenants and Easements for The Highlands on November 10, 1993, in Deed Book 17391, Page 140, *et. seq.*, of the Fulton County, Georgia land records (hereafter referred to as “Declaration”);

WHEREAS, the Declaration was previously amended pursuant to that certain First Amendment to the Declaration of Protective Covenants and Easements for The Highlands recorded on December 9, 1993, in Deed Book 17494, Page 348 of the Fulton County, Georgia land records (the “First Amendment”), that certain Second Amendment to the Declaration of Protective Covenants and Easements for The Highlands recorded on October 12, 2001 in Deed Book 31134, Page 320, *et. seq.*, of the Fulton County, Georgia land records (the “Second Amendment”), and that certain Third Amendment to the Declaration of Protective Covenants and Easements for The Highlands recorded on January 29, 2008, in Deed Book 46271, Page 634 of the Fulton County, Georgia land records (the “Third Amendment”);

WHEREAS, pursuant to Article XII, Section 13.04 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, of at least two-thirds of the Lot Owners and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community);

WHEREAS, Declarant no longer owns any property for development and/or sale in the Community, and no longer has the right to unilaterally annex additional property pursuant to Article IX, Section 9.01 of the Declaration;

WHEREAS, this Amendment has been approved by the affirmative vote of at least two-thirds (2/3) of the Lot Owners at a special meeting held for such purpose; and

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

1.

Article I of the Declaration is amended by adding the following definition thereto as Section 1.17:

1.17 “Georgia Property Owners’ Association Act” or “Act” shall mean the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be supplemented, amended or modified. The Highlands is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act.

2.

Article IV, Section 4.05 of the Declaration, entitled “Specific Assessments,” is hereby amended by adding the following as Subsection (c):

(c) Expenses of the Association occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots shall be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such Expenses.

3.

Article IV, Section 4.07 of the Declaration, entitled “Effect of Nonpayment of Assessments; Remedies of the Association,” is hereby amended by deleting Section 4.07 in its entirety, and replacing it with a new Article IV, Section 4.07, to read as follows:

4.07 Effect of Nonpayment of Assessments; Remedies of the Association. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent for more than sixty (60) days from the date due, and if the Board of Directors has permitted the assessment to be paid in monthly, quarterly, or semi-annual installments, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than ninety (90) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of an Owner to use the Common Property within the Community for any period during which any assessment against the Owner or the Owner's Lot remains unpaid.

(g) No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or

other governmental authority

IN WITNESS WHEREOF, the undersigned hereby unequivocally certifies that the affirmative vote of the required majority was lawfully obtained and that all notices were properly given.

Dated this ____ day of _____, 20__.

THE HIGHLANDS HOMEOWNERS
ASSOCIATION, INC.

Signature of President

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public