



Deed Book 15488 Pg 321
Filed and Recorded Oct-25-2017 11:28am
2017-0120998
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



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

Cross Reference:
Deed Book 13268, Page 2162

STATE OF GEORGIA

COUNTY OF COBB

**AMENDMENT TO THE DECLARATION OF ADDITIONAL
PROTECTIVE COVENANTS FOR PRINCETON MILL**

This Amendment to the Declaration of Additional Protective Covenants for Princeton Mill (hereafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, that certain Declaration of Additional Protective Covenants for Princeton Mill was recorded in Deed Book 13268, Page 2162 of the Cobb County, Georgia property records (hereafter referred to as the "Declaration");

WHEREAS, Princeton Mill Homeowners Association of Cobb County, Inc. (hereafter referred to as the "Association") is the homeowners association defined and identified in the Declaration;

WHEREAS, the terms "Member" and "Mandatory Member" are defined within Exhibit "B" of the Declaration to include any owner of a lot within the Princeton Mill community who has submitted the owner's lot to the Declaration;

WHEREAS, there are two categories of Mandatory Membership in the Association: Swim/Tennis Members and Civic Members;

WHEREAS, pursuant to Paragraph 10 of the Declaration, the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of Mandatory Members holding at least 66-2/3% of the total eligible vote of the Association;

WHEREAS, this Amendment has been approved via written consents of Mandatory Members holding at least 66-2/3% of the total eligible vote of the Association, which consent

forms are on file with the Secretary of the Association and are incorporated into this Amendment by this reference; and

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

1.

Paragraph 8 of the Declaration is amended by adding the following thereto.

Each Member's obligation to maintain

- a. Obligation to maintain. Each Member shall maintain and keep the Member's Lot and dwelling and all structures located thereon in good repair, condition, and order, including, but not limited to, exterior painting, repairs to the property including the dwelling and fencing, and general landscaping (including mowing, edging, weeding, trimming, and keeping planting beds in good condition).
- b. Obligation to maintain public right-of-way on Member's Lot. Each Member shall additionally maintain any public right-of-way located between the Member's Lot and the curb of the street(s) bordering such Lot. There is generally a sliver of property within the public right-of-way between the street and a Member's property line of his or her Lot, and the sole purpose of this provision is to require Members to maintain that small area of property.
- c. Community-Wide Standard. All maintenance of a Member shall be performed consistent with the Community-Wide Standard, which shall mean the standard of maintenance generally prevailing in the Princeton Mill community and as determined by the Board of Directors.

Failure or refusal of a Member to maintain

- d. Enforcement. If a Member fails or refuses to undertake the maintenance obligations set forth in this Section 8, the Board of directors may undertake enforcement against the Member pursuant to any of the enforcement rights that already exist within the Declaration (e.g., fines pursuant to Sections 5(b) 13(a) of the Declaration, self-help (pursuant to Section 13(b) of the Declaration, and litigation pursuant to Sections 5(b) and 13(b) of the Declaration).
- i. Self-help. One such enforcement right currently existing in Section 13(b) of the Declaration is the right of abatement (also known as the right of self-help) that permits the Board, Association, or its agents to exercise self-help and enter a Member's Lot without such action constituting a trespass. The right of self-help for maintenance violations is hereby limited as follows:

- (1) Limitation of the exercise of self-help. The Board may only exercise self-help in regard to maintenance in order to (1) remedy

violations involving landscaping, including mowing, edging, weeding, trimming, mulch, and other such general landscaping; and (2) remedy violations of deferred maintenance in which the cost to remedy the violation does not exceed five-hundred dollars (\$500.00).

(2) Notice. Subject to part (d)(i)(1) immediately above, if the Board determines that a Member has failed or refused to discharge properly the Member's obligation with regard to the maintenance of the landscaping, including mowing, edging, weeding, trimming, mulch, and other such general landscaping on the Member's Lot, then the Association may give the Member written notice of the Member's failure or refusal and of the Association's right to provide necessary maintenance at the Member's cost and expense. The notice shall set forth with reasonable particularity the maintenance deemed necessary by the Board. The Member shall have twenty-one (21) days, or such longer period determined at the Board's discretion, within which to complete maintenance, or if the maintenance is not capable of completion within such time period, to commence maintenance within twenty-one (21) days. If the Board determines that a Member has not complied with the notice given by the Association as herein provided, then the Association, through its agents authorized by the Board, may enter the Lot and provide any such maintenance at the Member's sole cost and expense, and such costs shall be an assessment and lien against the Member and the Lot.

(3) Repeated Violations. In the event the Board exercises self-help as provided herein, and in the event further self-help is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Member, and all costs shall be an assessment and lien against the Member and the Lot. The sole purpose of this provision is to allow the Association to mow a Member's Lot (e.g., during the summer months) when a Member repeatedly refuses to mow so that the Board is not required to reinitiate the enforcement procedure each time the Lot needs to be mowed.

- ii. Fines. Another such enforcement right currently existing in Sections 5(b) and 13(a) of the Declaration is the right of the Board of Directors to impose reasonable monetary fines against Members, which shall, as to a Mandatory Member, constitute a lien upon the Member's Lot, and to suspend a Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, the Bylaws, or any rules and regulations duly adopted hereunder. The right of the Board of Directors to impose monetary fines if a Member fails or refuses to undertake the maintenance obligations set forth in this Section 8 is hereby limited as follows:

(1) Fining Procedure. The Board shall not impose a fine for violation of this Section, unless and until the Association has sent or delivered written notice to the violator as provided in subsection 2 below.

(2) Notice. If any Member violates this Section 8 by failing or refusing to undertake the maintenance obligations set forth herein, the Board shall send the violator written notice identifying the violation(s), the action or actions required to remedy the violation(s), the fine(s) to be imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines for violations related to maintenance of landscaping located on a Member's Lot may commence no earlier than twenty-one (21) days from the date of the notice required by this section. Fines for violations related to the maintenance of the dwelling or any structure located on a Member's Lot may commence no earlier than one hundred twenty (120) days from the date of the notice. In regard to fines, each day that maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was approved by the written consent of Mandatory Members holding at least 66-2/3% of the total eligible vote of the Association.

Dated this 18 day of October, 2017.

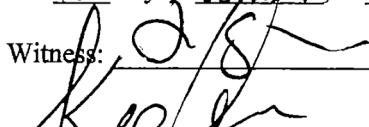
PRINCETON MILL HOMEOWNER'S
ASSOCIATION OF COBB COUNTY, INC.

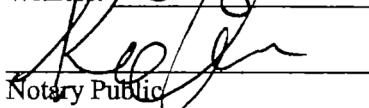


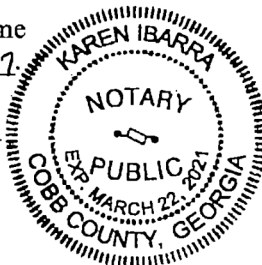
Signature of President

Print Name: Chester Kolakowski

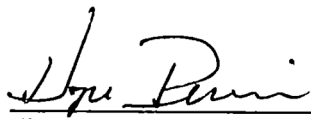
Sworn to and subscribed before me
this 18 day of October, 2017.

Witness: 

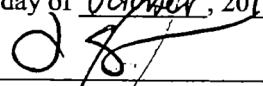

Notary Public



Deed Book **15488** Pg **325**
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.


Signature of Secretary
Print Name: Hope Pereira

Sworn to and subscribed before me
this 18 day of October, 2017.

Witness: 


Notary Public

