

Deed Book 31531 Pg 593
Filed and Recorded Dec-26-2001 11:41am
2001-0373881
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, Suite 1500
Atlanta, Georgia 30309
Attn: Leslie G. Johnson, II

Cross Reference:
Deed Book 8515
Page 148

STATE OF GEORGIA
COUNTY OF FULTON

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DEFOORS SQUARE II HOMEOWNERS ASSOCIATION
AND AMENDMENT TO BYLAWS OF
DEFOORS SQUARE II HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, John Wieland Homes, Inc., a Georgia corporation, recorded a Declaration of Covenants, Conditions, and Restrictions for Defoors Square II Homeowners Association on June 14, 1983, in Deed Book 8515, Page 148, et seq., in the Fulton County, Georgia, land records (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration has been previously amended by an amendment recorded on February 27, 2001, in Deed Book 30014, Pages 297, et seq., in the Fulton County, Georgia, land records; and

WHEREAS Article XII, Section 5 of the Declaration permits the Declaration to be amended by the affirmative vote or written consent of not less than three-fourths of the Class A and Class B vote; and

WHEREAS the Class B votes expired; and

WHEREAS at least three-fourths of the Class A votes have approved the following amendment to the Declaration, and

WHEREAS, this Amendment to the Declaration does not alter, modify, change or rescind any right, title, interest or privilege held by any eligible mortgage holder; provided, however, in the event a court of competent jurisdiction determine that this Amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such

Deed Book 31531 Pg 594

mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration in effect prior to this Amendment shall control with respect to the affected mortgage holder.

NOW, THEREFORE, the Declaration of the Defoors Square II Homeowners Association, Inc. is hereby amended as follows:

1.

Article I of the Declaration is hereby amended by adding deleting Section 4 therefrom and replacing it with the following:

Section 4. "Eligible Vote" shall mean any vote available to be cast on the issue at hand, provided that any vote appertaining to any Lot or Owner for which the records of the Association show that there is any balance due to the Association and outstanding for more than thirty (30) days shall not be an Eligible Vote, and further provided that any vote which has been otherwise suspended by the Association pursuant to the terms of this Declaration or the Bylaws shall not be an Eligible Vote until restored by the Association. The foregoing notwithstanding, the Board shall have the authority to restore the Eligible Vote of an Owner pursuant to a written payment plan established by the Board for so long as the Owner is current in all required payments thereunder. No vote, other than an Eligible Vote shall be entitled to be cast on any matter, and no such vote shall be counted to calculate any quorum, majority or super-majority requirement.

2.

Article III of the Declaration is hereby amended by adding the following new Section 3 thereto:

Section 3. Suspension of Votes. No vote, other than an Eligible Vote (as defined in Article I, hereof) shall be entitled to be cast on any matter, and no such vote shall be counted to calculate any quorum, majority or super-majority requirement. The vote appertaining to any Lot or Owner for which the records of the Association show that there is any balance due to the Association and outstanding for more than thirty (30) days shall not be an Eligible Vote, and shall not be entitled to be cast on any Association matter. Any vote which has been suspended pursuant to the Association's enforcement powers or for any other reason as provided in this Declaration or the Bylaws shall not be an Eligible Vote, and shall not be entitled to be cast on any Association matter.

3.

Article VIII, Section 7, of the Declaration is hereby amended by adding to the end thereof the following:

Deed Book 31531 Pg 595
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

If any assessment appertaining to any Unit has not been paid within thirty (30) days of the assessment becoming due and payable, then the vote appertaining to that Unit shall not be an Eligible Vote, and shall not be entitled to be cast in any Association matter. Furthermore, if any assessment appertaining to any Unit has not been paid within thirty (30) days of the assessment becoming due and payable, then the Owner of the Unit, and the spouse of the Owner, shall not be eligible to serve on the Board of Directors or on any Committee of the Association. The foregoing notwithstanding, the Board shall have the authority to restore the Eligible Vote of an Owner pursuant to a written payment plan established by the Board for so long as the Owner is current in all required payments thereunder.

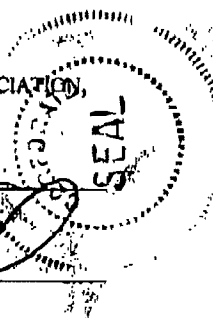
IN WITNESS WHEREOF the undersigned officers of the DeFours Square II Homeowners Association, Inc. hereby certify that the above amendments to the Declaration were duly adopted by the members of the Association in accordance with the terms of the Declaration and Bylaws.

This 10th day of December, 2001.

DEFORS SQUARE II HOMEOWNERS ASSOCIATION,
INC

By: [Signature]
President

Attest: [Signature]
Secretary

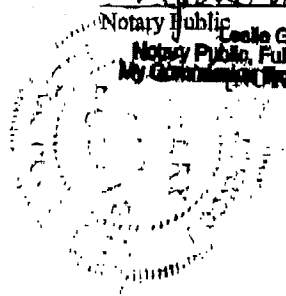


[CORPORATE SEAL]

Sworn to and subscribed before me this
10th day of December, 2001.

Michael S. Flores
Witness

[Signature]
Notary Public
Leslie G. Johnson
Notary Public, Fulton County, Georgia
My Commission Expires 03/01/2004



LGE\W\U\TOWN_NT\4\DRIVER\DOCS\07159\Documental\Electronic voting amend.doc