

CROSS REFERENCE

Return to: Weissman, Nowack, Curry & Wilco, P.C.  
1349 West Peachtree Street, Suite 1500  
Atlanta, Georgia 30309  
Attn: Robert S. Stein

STATE OF GEORGIA

COUNTY OF FULTON

Cross Reference to  
Deed Book 20301, Page  
248, Fulton County,  
Georgia Records

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR WESTMINSTER AT CRABAPPLE SUBDIVISION**

WHEREAS, Westminster Homes Limited, a Georgia corporation, filed on October 1, 1995 and recorded on November 30, 1995, a Declaration of Covenants, Restrictions and Easements for Westminster at Crabapple Subdivision in Deed Book 20301, Page 248, et seq., Fulton County, Georgia records; ("Original Declaration") and

WHEREAS, Westminster at Crabapple Homeowners Association, Inc. was incorporated under the Georgia Non-Profit Corporation Act on February 26, 1996; and

WHEREAS, Article IX, Section 9.3 of the Declaration provides that the Declaration may be amended by the affirmative vote of those members of the Westminster at Crabapple Subdivision Homeowners Association, Inc. holding two-thirds (66 2/3%) of the total votes present at a meeting called for the consideration of such amendment; and

WHEREAS, this Amendment has been approved by a vote of at least two-thirds (66 2/3%) of the Owners present in person or by proxy at a meeting called for the consideration of this amendment; and

WHEREAS, this Amendment does not materially and adversely affect the security title, and interest of any mortgage holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title and interest of any such mortgage holder without such 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 prior to this Amendment shall control with respect to the affected mortgage holder;













by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

- (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- (6) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as determined in Board's discretion; and
- (7) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

25.

Article VI, Section 6.11 of the Declaration is hereby amended by deleting that provision in its entirety and substituting the following language therefor:

**Pets.** No Owner or occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Subdivision, as determined in the Board's discretion.

No Owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Subdivision without prior written approval of the Board or the Architectural Control Committee as provided in Article V hereof. Feces left by pets upon the Common Property, on any Lot or in any dwelling, including the pet owner's Lot or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs may be brought onto or kept at the Subdivision at any time. No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Subdivision at any time by any Lot Owner, occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Subdivision upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.





case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

29.

The Declaration is hereby amended by adding the following new Section 6.29 to Article VI thereof:

**Firearms and Fireworks.** The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

30.

The Declaration is hereby amended by adding the following new Section 6.30 to Article VI thereof:

Window Treatments. Unless otherwise approved in writing by the Board, any portion of any window treatments that are visible from the street on which the dwelling is situated shall be white or off-white in color; provided, any window treatments in use in a dwelling on the Effective Date of this Declaration shall not be subject to this subparagraph but shall be required to comply with the provisions of the Original Declaration, the Original By-Laws, and rules of the Association in effect prior to the Effective Date; upon permanent removal of such existing window treatments, the dwelling shall comply with the terms of this Section. Nothing in this Section is meant to require that any window in any dwelling have window treatments.

31.

The Declaration is hereby amended by adding the following new Section 6.31 to Article VI thereof:

Garages. No garage shall be altered or converted in any way, including conversion into living space, without prior approval of the Architectural Control Committee as provided in Article V of this Declaration; provided, however, that all garage conversions in existence at the time of the adoption of this Declaration, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement. This provision shall be in addition to the terms of Section 6.6 hereof.

32.



Article IX, Section 9.1 of the Declaration is hereby amended by deleting that provision in its entirety and substituting the following therefor:

The covenants and restrictions of this Declaration shall run with and bind the Subdivision perpetually to the extent provided in the Act.

37.

Article IX, Section 9.2.1 of the Declaration is hereby amended by deleting that provision in its entirety.

38.

Article IX, Section 9.2.2 of the Declaration is hereby amended by deleting that provision in its entirety.

39.

Article IX, Section 9.3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following language therefor:

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Fulton County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Fulton County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

40.

Article X, Section 10.1.1 of the Declaration is hereby amended by deleting that provision in its entirety.

41.

Article X, Section 10.1.2 of the Declaration is hereby amended by deleting that provision in its entirety.

42.

Article XI, Section 11.6 of the Declaration is hereby amended by deleting the following language therefrom:

Declarant: Westminster Homes Limited  
P.O. Box 669216  
Marietta, GA 30066

And replacing such language with the following:

Association: Westminster at Crabapple Homeowners Association, Inc.  
PMB 195  
12460 Crabapple Road  
Suite 202  
Alpharetta, Georgia 30004

43.

Article XI, Section 11.11 is hereby amended by deleting that provision in its entirety and substituting the following language therefor:

Leasing and Sale of Units.

(a) Leases. In order to protect the equity of the individual Lot Owners at Westminster at Crabapple, to carry out the purpose for which the property was formed by preserving the character of the property as a homogenous residential community of predominantly Owner-occupied homes and by preventing the property from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially Owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this paragraph. Except as provided herein, the leasing of Lots shall be prohibited.

(b) Definitions.

(i) "Leasing" shall mean the regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument.

(ii) "Open leasing status" shall authorize a Lot to be leased at any time. Each Lot at Westminster at Crabapple which is being leased on the date that this Declaration is recorded in the Fulton County, Georgia Records shall have open leasing status until the Lot is sold at which time

the Lot shall automatically be converted to restricted leasing status. Unless so converted to restricted leasing status, the Lot shall be in open leasing status until such time as title is conveyed to any person or entity other than the person or entity holding record title on the date that this Declaration is recorded in the Fulton County, Georgia Records, after which conveyance the Lot shall automatically be converted to restricted leasing status. Open leasing status may also be conferred upon a Lot as provided in subparagraph (c) below.

(iii) "Restricted leasing status" shall subject a Lot to the restrictions on leasing contained in subparagraph (c) below. All Lots which are not being leased on the date that this Declaration is recorded in the Fulton County, Georgia Records shall be in restricted leasing status unless converted to open leasing status as provided in subparagraph (c) below.

(c) General. No Owner of a Lot in restricted leasing status may lease his or her Lot if five (5%) percent or more of the Lots in the property are in open leasing status, except as provided in subparagraph (d) below for cases of undue hardship. Any Owner of a Lot in restricted leasing status may apply in writing to the Board of Directors for conversion to open leasing status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Lot shall be placed at the end of a waiting list for conversion to open leasing status. At such times as less than five (5%) percent of the Lots are in open leasing status, the Board shall notify the Owner of the Lot at the top of the waiting list of its conversion to open leasing status, and such Owner shall have ninety (90) days within which to lease the Lot or it shall automatically revert to restricted leasing status. Any Lot in open leasing status shall automatically be converted to restricted leasing status if the Lot is not subject to an approved lease for ninety (90) or more consecutive days.

(d) Undue hardship. Notwithstanding the provisions of subparagraph (c) above, the Board of Directors shall be empowered to allow reasonable leasing of a Lot upon application in accordance with this paragraph to avoid undue hardship, including, but not limited to, (1) where a Lot Owner must relocate his or her residence outside the Atlanta metropolitan area for employment purposes and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot for a price no greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph (d), have demonstrated that the inability to lease their Lot would result in undue hardship, and have obtained the requisite written approval of the Board may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the Lessee and the Owner's address other than at the property and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this paragraph shall be voidable at the option of the Board of Directors.

(e) Leasing provisions. Such leasing as is permitted by this paragraph shall be governed by the following provisions:

(i) General. All leases shall be in writing in a form approved by the Board prior to the effective date of the lease. Attached hereto as exhibit "C" is a form which is deemed acceptable. All leases must be for an initial term of at least twelve (12) months, except with written Board approval. There shall be no subleasing or assignment of leases unless approved in writing by the Board. Lots may be leased only in their entirety; no fraction or portion of any Lot may be leased. No transient tenants shall be accommodated on a Lot. All leases shall be subject to the Declaration, the Bylaws and the Association's rules and regulations. The Owner must provide the Lessee copies of the Declaration, Bylaws, and the rules and regulations, and the lease form shall provide that the Owner has done so.

(ii) Notice. Within ten (10) days after entering into the lease of a Lot, the Owner shall provide the Board of Directors with the name and phone number of the Lessee and the names of all other people occupying the Lot, the Owner's address other than at the property, and such other information as the Board may reasonably require. Notwithstanding anything in the Declaration to the contrary, failure to provide the above information to the Board within ten (10) days after entering into the lease of a Lot may result in a fine against the Owner for each day that the information is not provided to the Board. Nothing herein shall be construed as giving any party the right to approve or disapprove a proposed Lessee.

(iii) Liability for assessments, use of common property, and compliance with Declaration, Bylaws, and rules and regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly stated therein, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the Lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and rules and regulations. Lessee agrees to abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. Owner agrees to cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the Lessee or a person living with the Lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, such fine may be assessed against the Lessee and/or the Owner; provided, however, if a fine is not paid by the Lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to do so. Any Lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the Lessee in accordance with Georgia law. Upon written request of the Board, the Owner is deemed to have delegated and assigned to Westminster at Crabapple Homeowners Association, Inc., acting through the Board, the power and authority to evict the Lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees and court costs, Associated with the eviction shall be specially assessed

against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(2) Use of Common Property. The Owner transfers and assigns to the Lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(3) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all annual and special assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the Lessee or which become due as a consequence of Lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the Lessee during the period of delinquency, and, upon request by the Board of Directors, Lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the lease and any other period of occupancy by Lessee; provided, however, Lessee need not make such payments to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by Lessee shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by Lessee.

(f) Applicability of this section 11.11. Leases existing on the date which this Declaration is recorded in the Fulton County, Georgia Records shall not be subject to the terms of this paragraph; such leases may continue in accordance with the terms of the original Declaration as it existed prior to the recording date of this Declaration. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this paragraph. Any Owner of a Lot which is leased on the effective date of this Declaration shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Fulton County, Georgia Records.

This section 11.11 shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

(g) Sales. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This paragraph shall not be construed to create a right of first refusal in the Association or in any third party.



Within seven (7) days after receiving title to a Lot, the purchaser of the Lot shall give the Board written notice of his or her ownership of the Lot. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

44.

The Declaration is hereby amended by adding the following new Section 11.17 to Article XI thereof:

## INSURANCE.

(a) Hazard Insurance on Common Property and Lots. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.

(b) Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

(c) Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Georgia.

(ii) All policies on the Common Property shall be for the benefit of the Association and its members. Any policies covering improvements on Lots shall be for the benefit of Lot Owners and their Mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(v) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Property is located.

(vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;

- (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- (3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;
- (4) a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
- (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (6) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association.

(e) Additional Association Insurance. In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the directors' best business judgment, but if reasonably available, shall not be less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

(f) Insurance Deductibles. In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total cost of repair, or otherwise as the Board reasonably determines equitable, unless the insurance policy provides that the deductible will apply to each Lot separately. If any Owner fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the Owner or Owners; provided, however, no Owner shall be assigned more than one thousand (\$1,000.00) dollars as the cost of the deductible for any one occurrence.

(g) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is



IN WITNESS WHEREOF, the undersigned officers of the Westminster at Crabapple Subdivision Homeowners Association, Inc. hereby certify the requisite Owners have approved these amendments and any required notices have been duly given.

This 3<sup>RD</sup> day of JUNE, 2000.

ASSOCIATION: WESTMINSTER AT CRABAPPLE  
HOMEOWNERS ASSOCIATION, INC.

By: Claudette S. Currenold  
President

Attest: Charles Eric Johnson  
Secretary



[CORPORATE SEAL]

Sworn to and subscribed  
this 3<sup>rd</sup> day of June,  
2000, in the presence of:

Judith D. Murray  
WITNESS

Linda A. Brown  
NOTARY PUBLIC

Notary Public, Fulton County, Georgia  
My Commission Expires Aug. 19, 2002

[NOTARY SEAL]

MCW:\\FS1\\SYS\\DOCS\\07112\\002\\Documents\\DeclarationAmendments.doc

Deed Book 29185 Pg 491  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE ON THE 14TH DAY OF JUNE 2000

