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Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attn: Robert S. Stein, Esq.

STATE OF GEORGIA

Cross Reference:

Deed Book 20301, Page 248

Deed Book 29185, Page 472

COUNTY OF FULTON

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

WHEREAS, the Westminster at Crabapple Homeowners Association board is committed to building sufficient cash reserves to protect residents; and

WHEREAS, Article IX, Section 9.3 of the Declaration provides that the 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 percent (66-2/3%) of the total eligible vote thereof; and

WHEREAS, this Second Amendment has been approved by a vote of at least sixty-six and two-thirds percent (66 2/3%) of the total eligible vote of the membership; and

WHEREAS, no mortgage holders have sought to be Eligible Mortgage Holders; and

WHEREAS, this Second Amendment is, in any event, not material to any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Second Amendment is material to an Eligible Mortgage Holder without such Eligible Mortgage Holder's consent to this Second Amendment, then this Second Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless such Eligible Mortgage Holder consents to this Second Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Second Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW THEREFORE, the Declaration of Covenants, Restrictions and Easement for Westminster at Crabapple Subdivision is hereby amended as follows:

1.

Article IX of the Declaration is hereby amended by the addition of the following Section 9.4:

9.4 New Purchaser Initiation Assessment. Effective on the date of the recording of this Second Amendment, upon the purchase and sale of a Lot by an Owner, there shall be a specific assessment in the amount of five hundred twenty-five dollars (\$525) for the Lot (the "New Purchaser Initiation Assessment"); provided such assessment shall not apply to a conveyance by an Owner to a lender by mortgage, deed to secure debt, or deed in lieu of foreclosure or where a spouse or joint owner acquires title from another spouse or joint owner nor shall it apply to the holder of any mortgage on a Lot who becomes the owner of the Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. The New Purchaser Initiation Assessment shall be payable to the Association by the new Owner obtaining title to said Lot by such purchase and shall be due and payable at the closing of the sale of the Lot. The New Purchaser Initiation Assessment shall be a part of the continuing charge and lien against such Lot, and be a personal obligation of the new Owner of such Lot, until paid and is in addition to any other assessments provided for in the Declaration.

IN WITNESS WHEREOF, the undersigned officers of the Westminster at Crabapple Homeowners Association, Inc. hereby certify the requisite percentage of Owners had approved the provisions of this Second Amendment and any required notices had been duly given.

This 27th day of December, 2011.

ASSOCIATION:

WESTMINSTER AT CRABAPPLE HOMEOWNERS
ASSOCIATION, INC.

By:

William D. Goudey
Name: WILLIAM GOUDEY
Title: President

Attest:

Tracy S. Kagle
Name: Tracy S. Kagle
Title: Treasurer

Sworn to and subscribed this

27 day of December, 2011
in the presence of:

Witness:

Tia Golson
Notary Public

Tia Golson
Notary Public
Cobb County
State of Georgia
My Commission Expires March 9, 2015