





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

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR PRINCETON MILL (this "Amendment") is made as of the 22 day of November, 2000;

WITNESSETH: That;

WHEREAS, the affirmative vote, written consent or any combination of affirmative vote and written consent of the Mandatory Members of the Association holding sixty-six and two-thirds percent (66-2/3%) of the total eligible vote thereof, has been cast in favor of amending the Declaration on the terms and conditions hereinafter set forth;

WHEREAS, the President and Secretary of the Association desire to certify this Amendment as having received the requisite votes to amend the Declaration.

NOW, THEREFORE, the undersigned officers of the Association, hereby declare that the Princeton Mill Declaration is hereby amended as hereinafter set forth, which amendments shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of any portion of the Property, his/her heirs, grantees, distributees, successors, successors-in-title, legal representatives and to the benefit of the Association.

1. Definitions. Terms used herein which are defined in the Declaration, shall have the meanings given them therein.
2. Amendments. Effective this date, the Declaration is hereby amended as follows:

2.1 The fifth (5<sup>th</sup>) sentence of the second (2<sup>nd</sup>) full paragraph of Section 7(d)(i) is hereby deleted in its entirety and the following is inserted in lieu thereof:

Subsequent to fiscal year 2000, the Swim Team/Tennis Member and Civic Member assessment shall be determined from the budget prepared by the Board and shall be approved by the affirmative vote of the majority of eligible Members present or represented by proxy at the annual meeting. In the event that the budget prepared by the Board is not approved in accordance with the foregoing, the Board shall continue to operate the Property and the Common Property in accordance with the budget for the immediately preceding fiscal year. The Board may however, from time to time, revise and resubmit the budget in accordance with the notice provisions required for the submission of the original budget. In the event that such resubmitted budget is approved by the affirmative vote of the majority of eligible Members present or represented by proxy at a meeting called for such purpose, such resubmitted budget shall become the budget for the then current fiscal year and, to the extent that such resubmitted and approved budget requires an increase in the annual assessment, a supplemental assessment shall be made.

2.2 The following is added as a new paragraph number 20 to Exhibit "E":

20. No tennis courts constructed as a part of the recreational facilities, nor any private tennis courts constructed on any real property covered hereby, shall be lighted.

2.3 Section 5(d) is hereby deleted in its entirety and the following is inserted in lieu thereof:

(d) To determine, in its discretion, the terms of use of the Common Property by Voluntary Users, Civic Members and outside participants for Princeton Mill sanctioned teams;

2.4 Section 7(f) is hereby deleted in its entirety and the following is inserted in lieu thereof:

(f) Capital Budget and Reserve Contribution. The Board shall include as part of the annual budget and assessment (and dues), a reserve or capital expenditure fund in an amount not less than ten percent (10%) of the total annual budget or in such greater amount as may be sufficient to permit meeting the projected capital and future needs of the Association. No expenditure in excess of \$2,500 per year for any unbudgeted capital improvements shall be made out of the reserve or capital expenditure fund, except in the event of an emergency. Except in the event of an emergency, if the Board desires to exceed such \$2,500 annual limit, then the expenditure must be approved in the same manner as the budget and a special meeting for eligible Mandatory Members to attend will be called by the Board.

2.5 Section 7(e) is hereby deleted in its entirety and the following is inserted in lieu thereof:

(e) Special Assessments. Notwithstanding anything in Section 7(d) to the contrary, in addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against one or both categories of Mandatory Members, notice of which shall be sent to such Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of the majority of eligible Mandatory Members who are subject to the assessment, at a duly called meeting, notice of which shall specify that purpose, and/or by ballot and/or consent specifying that purpose.

2.6 The second (2<sup>nd</sup>) full paragraph of Section 13(b) is hereby deleted in its entirety and the following is inserted in lieu thereof:

The Association or its duly associated agent shall have the power to enter upon any portion of the Common Property or a Member Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations, after notice and reasonable opportunity to cure the violation has been given. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating member.

2.7 Section 6(c) is hereby deleted in its entirety and the following is inserted in lieu thereof:

(c) Set forth on Exhibit "E" (attached hereto and incorporated herein by this reference) are additional covenants, conditions and restrictions which shall be applicable to all Swim/Tennis Member Lots and Civic Member Lots. As used herein and in Exhibit "E", the term "Architectural Control Committee" shall mean and refer to either a committee composed of members of the Board or a Board-appointed committee consisting of not less than three (3) Members. Notwithstanding anything to the contrary contained in this Declaration, whenever the approval or consent of the Architectural Control Committee is required herein or in Exhibit "E", no action shall be taken without the prior consent or approval of the Board.

IN WITNESS WHEREOF, the Princeton Mill Homeowner's Association of Cobb County, Inc., acting by and through its Board of Directors has approved recording this Amendment.

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

Signed, sealed and delivered  
This 22 day of ~~September~~, 2000  
*NOVEMBER 21<sup>st</sup>*

By: *Gregory W. Boyd*  
Its: President

*Al Stalwick, V. Pres.*  
Witness



*Rachelle Smith*  
Notary Public

Notary Public, Cobb County, Georgia  
My Commission Expires November 16, 2003

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

Signed, sealed and delivered  
This 22 day of ~~September~~, 2000  
*NOVEMBER 21<sup>st</sup>*

By: *Stacey Meier*  
Its: Secretary

*Al Stalwick, V. Pres.*  
Witness



*Rachelle Smith*  
Notary Public

Notary Public, Cobb County, Georgia  
My Commission Expires November 16, 2003

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

*J.C. Stephenson*  
Judy C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.