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Reference: Deed Book 231, Page 247;  
Deed Book 233, Page 1; Deed Book  
237, Page 418; Deed Book 244,  
Page 425; Deed Book 300, Page 252;  
Deed Book 349, Page 643; Deed Book 390,  
Page 115; Deed Book 465, Page 437; Deed  
Book 733, Page 208; Deed Book 883, Page  
31; Deed Book 4695, Page 151,  
Carroll County, Georgia records

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GA. CARROLL COUNTY  
SUPERIOR COURT  
12 APR 19 PM 3: 25  
Clerk Superior Court  
Carroll County Georgia

AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS  
AFFECTING FAIRFIELD PLANTATION

This Amendment to the Declarations of Restrictions Affecting Fairfield Plantation is made this 12<sup>TH</sup> day of MARCH, 2012 by Fairfield Plantation Property Owners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, on or about August 28, 1970, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 231, Page 247, et seq., Carroll County, Georgia records; and on or about October 2, 1970, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 233, Page 1, et seq., aforesaid records; and on or about January 1, 1971 that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 237, Page 418, et seq., aforesaid records; and on or about April 6, 1971, that certain Declaration of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 244, Page 425, et seq., aforesaid records; and, on or about August 13, 1973, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 300, Page 252, et seq., aforesaid records; and on or about March 30, 1978, that certain Supplemental Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 349, Page 643, et seq., aforesaid records; and on or about April 12, 1979, that certain Second Supplemental Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 390, Page 115, et seq., aforesaid records; and on or about February 22, 1984, that certain Supplementary Declaration of Restriction II affecting Fairfield Plantation was recorded at Deed Book 465, Page 437, et seq., aforesaid records; and on or about March 23, 1992 that certain First Amendment to Supplemental Declaration of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 733, Page 208, et seq., aforesaid records; and on or about July 13, 1995, PEGI caused that certain Second Amendment to Supplemental Declarations of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 883, Page 31, et seq., aforesaid records; and on or about January 14, 2011, the Association caused that certain Amendment to the Declarations of Restrictions Affecting Fairfield Plantation to be recorded at Deed Book 4695, Page 151, et seq., aforesaid records (hereinafter, collectively, referred to as the "Declarations"); and

WHEREAS, certain of the above referenced Declarations may have been previously revoked and/or cancelled of record; and

WHEREAS, the above referenced Declarations may be amended by the affirmative vote, or written consent, or combination thereof, of the then record owners of two-thirds (2/3) of such residential lots who vote, either in person at a meeting called for such purpose or by written ballot, provided, however that a quorum for such vote shall be at least one-third (1/3) of the then record owners of residential lots within Fairfield, as set forth in the Subparagraph 2A; and



WHEREAS, the Association and the owners desire to amend the above referenced Declarations solely to suit varying circumstances and changed conditions;

NOW, THEREFORE, the above referenced Declarations are hereby amended as follows:

1. (a) Section 5, Subparagraph A. of the Declarations and Section 6, Subparagraphs B. and C. of the Declarations are hereby amended by deleting them in their entirety and substituting the following new Section 5, Subparagraph A. therefore:

- A. Any structure or improvement whatsoever to be erected on or moved upon or to any Lot shall be subject to the Governing Documents, including the Fairfield Plantation Property Control Rules and Regulations, which shall be adopted, modified and enforced by the Board of Directors. The Board shall have the authority to establish rules and regulations pertaining to the height and size requirements of all types of structures, including, but not limited to dwellings, fences, walls and copings. Such rules and regulations shall, in the Board's sole discretion, conform to the general development scheme within Fairfield Plantation.

All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval, in writing before any such work is commenced, of the Property Control Committee (herein called "Committee), as the same is from time to time composed.

Subject to the limitations set forth herein, each dwelling on a Lot subject to this Declaration shall be of one, two or three story construction; provided, however, that other multi-story dwellings may be constructed on Lots where, in the opinion of the Committee, the size or terrain of such Lot lends itself to such construction, and the erection of such a structure would not detract from the general development scheme of Fairfield Plantation.

(b) Section 5, Subparagraph B. of the Declarations is hereby amended by deleting it in its entirety and substituting the following therefore:

- B. The Board of Directors (Board) shall appoint (1) a Property Control Committee composed of seven (7) members of the Association in good standing, including no less than one (1) or more than two (2) members of the Board and (2) the Chairman of the Committee which must be a Director. The Board president shall not serve on the Committee. The Committee shall perform the functions set forth herein and such other functions as the Board, in its discretion, shall determine and direct. The Property Control Committee may recommend changes to the Rules and Regulations for Board approval.

The Committee is authorized to grant variances to the Property Control Rules and Regulations when such a variance is not contrary to the interests, welfare or rights of all or any part of the real property subject hereto or Owner(s) thereof. Variances may only be granted by the approval of at least five (5) members of the Committee. All variance requests must follow the procedures set forth in the Rules and Regulations. Notice and date of a variance request shall be prominently posted, in accordance with the Rules and Regulations, at the subject property for at least thirty (30) days prior to Committee decision, to give adjacent property owners time and opportunity to provide input to the variance request. Variances shall be fully documented, reported to the Board, and the terms and conditions of each shall be made available for inspection, upon request, by the Members of the Association.

In the event the Owner is dissatisfied with the decision of the Committee, the Owner may, within ten (10) business days after receipt of written notice of the Committee decision, file a written appeal to have the matter in question reconsidered by the Committee. Upon the filing of any such appeal, the matter with which such appeal was filed shall be submitted to and reviewed

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promptly by the Committee, but in no event later than forty-five (45) days after the filing of such appeal. The decision of the Committee with respect to the appeal shall be forwarded to the Owner in writing.

In the event the Owner is dissatisfied with the results of the appeal to the Committee, the Owner may appeal to the Board of Directors ("Board") within ten (10) business days after receipt of written notice of the Committee's decision with respect to the appeal. The Board shall schedule a hearing within thirty (30) days of receipt of such appeal. In the event the Owner notifies the Board in writing that a hearing is not desired, then the Board will review the information presented without a hearing. In either event, the Board will forward its decision to the Owner in writing within forty five (45) days of receipt of the appeal. The Board's decision shall be deemed final.

(c) Section 5, Subparagraph E. of the Declarations is hereby amended by deleting the last sentence.

2. Section 6, Subparagraph A. of the Declarations, is hereby amended by deleting it in its entirety and substituting the following therefore:

- A. Every residence dwelling constructed, after the effective date of this provision, on a Lot subject to this Declaration shall contain at least a minimum of 1,800 finished and heated square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, and outbuildings) ("Living Area").

For Lots that are equal to or larger than 1/3 acre, the dwelling shall have a minimum of 1,800 sq. ft. Living Area on the first floor. For Lots that are less than 1/3 acre, the dwelling shall have a minimum of 1,200 sq. ft. Living Area on the first floor with the remaining sq. ft. on additional floors. Each newly constructed dwelling shall contain an attached two (2) car garage.

3. Section 11 of the Declarations, is hereby amended by adding the following subparagraph after the last sentence:

**H. Restrictions to Voting Rights:**

- (i) Lots owned by the Association shall not have voting privileges, nor shall they be counted for the purposes of a quorum.
- (ii) Notwithstanding anything herein to the contrary, Lots whose Owners are in arrears more than ninety (90) days on the payment of any charges (including assessments and fines, if any) shall automatically not have voting privileges, nor shall they be counted for the purposes of a quorum.

4. Section 17 of the Declarations, is hereby amended by adding the following subparagraphs after subparagraph B:

- C. The term "Governing Documents" shall mean the Declaration of Restrictions, the Articles of Incorporation and Bylaws of the Association and the Rules and Regulations of Fairfield Plantation as may be adopted, modified and repealed by the Board of Directors, all as may be amended from time to time. The Rules and Regulations may include, but not be limited to, issues concerning Property Control, Lessees and Rentals, the Country Club, the Recreation Center, Lakes and Watercraft, the Marina, the Beach Pavillion and all other Property owned by or governed by the Association.
- D. Such Governing Documents shall govern the development and use of all Property within Fairfield Plantation. Such Governing Documents shall be binding upon all Owners of Lots, their families, lessees, occupants, invitees and licensees and their successors in title. Copies of such

Governing Documents shall be made available to all Owners upon request. If there are conflicts or inconsistencies between the provisions of the Declaration, the Articles of Incorporation, the By-laws and the Rules and Regulations, then such documents, in that order, shall prevail.

- E. Failure to comply with the Governing Documents shall be grounds for an action to recover sums due for damages and/or injunctive relief, maintainable by the Board of Directors, on behalf of the Association. The Association shall have all powers and remedies set forth within the Governing Documents including, but not limited to the power to assess fines for the violation of any of the Governing Documents in accordance with a schedule of fines promulgated by the Board of Directors. Every such fine shall be paid promptly upon its being imposed. All delinquent fines shall be a lien against the Lot collectable as provided for herein. The Board of Directors shall have the right to record, in the appropriate land records, a notice of violation of the specific Governing Document, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such documents.

In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declarations, Bylaws or Rules and Regulations, the terms of this Amendment shall control

Every one of the provisions of this Amendment is hereby declared to be independent of, and severable from, the rest of the provisions and of and from every other one of the provisions and of and from every combination of the provisions. Therefore, if any of the provisions of this Amendment shall be held to be invalid or to be unenforceable or to lack the quality of "running with the land", that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the provisions.

This Amendment shall be effective upon recordation in the Carroll County, Georgia records. Except as amended hereby, the Declarations shall remain in full force and effect. This Amendment was prepared by Stephen A. Winter, Esq. of Winter Capriola Zenner, LLC, One Securities Centre, 3490 Piedmont Road, N.E. Suite 800, Atlanta, Georgia 30305.

IN WITNESS WHEREOF, the undersigned officers of Fairfield Plantation Property Owners Association, Inc. hereby execute this Amendment on the date and year first above written.

FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: [Signature]  
Howard Ray, President

Attest: [Signature]  
Margaret Spears, Secretary

Signed, sealed this 12<sup>TH</sup> day of MARCH, 2012 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: Feb 9, 2013  
[Notary Seal]

[CORPORATE SEAL]

