

After Recording return to;
Randall M. Lipshutz
Lipshutz Greenblatt LLC
100 Crescent Centre Parkway, Suite 100
Tucker, GA 30084

Cross Reference: Deed Book 18915, Page 200, *et seq.*; Deed Book 20423, Page 231, *et seq.*; Deed Book 21081, Page 254, *et seq.*; Deed Book 21870, Page 350, *et seq.*; Deed Book 22428, Page 174, *et seq.*; Deed Book 24067, Page 308, *et seq.*; Deed Book 25470, Page 348, *et seq.*; Deed Book 25981, Page 280, *et seq.*; Deed Book 26670, Page 249, *et seq.*; Deed Book 29474, Page 79, *et seq.*; Deed Book 29963, Page 105, *et seq.*; Deed Book 30457, Page 626, *et seq.*; Deed Book 30603, Page 409, *et seq.*; Deed Book 32314, Page 281, *et seq.*; Deed Book 34106, Page 173, *et seq.*; Deed Book 35352, Page 557, *et seq.*; Deed Book 37645, Page 366, *et seq.*; Deed Book 36265, Page 268, *et seq.*; Deed Book 37504, Page 301, *et seq.*; Deed Book 39686, Page 40, *et seq.*

SEVENTEENTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITE COLUMNS

This Amendment is filed by **White Columns Community Association, Inc.**, with regards to the Master Declaration as herein defined.

WHEREAS, White Columns Development, LLC, a Georgia limited liability company, f/k/a Eagle White Columns Development, LLC (the "Declarant") recorded that certain Master Declaration of Protective Covenants, Conditions and Restrictions for White Columns on November 1, 1994 in Deed Book 18915, Page 200, *et seq.*, of the Fulton County, Georgia land records, which Declaration has been amended and supplemented by the documents cross referenced above and as spelled out at more length in the Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions for White Columns and Amended Bylaws of White Columns Community Association, Inc. recorded on March 29, 2005 in Deed Book 39686, Page 40, *et seq.*, aforesaid records (collectively, the "Original Declaration"); and

WHEREAS, the Original Declaration may be amended after the Turnover Date, which has already occurred, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members consisting of individual lot owners in the White Columns Community (collectively, the "Initial Members") representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and the consent of the Declarant, so long as Declarant owns any portion of the Property or the Additional Property; and

WHEREAS, the White Columns Community Association, Inc. ("the Original Association") is the community association identified in the Original Declaration; and

WHEREAS, the Bylaws for White Columns Community Association, Inc. ("Original Bylaws") are recorded as part of the Sixteenth Supplemental Declaration referenced above; and

WHEREAS, the Original Bylaws may be amended after the Turnover Date, which has already occurred, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Initial Members representing sixty-seven percent (67%) of the total eligible votes in the Association; and

WHEREAS, as of the date hereof, Initial Members representing at least sixty-seven percent (67%) of the total votes in the Association have approved this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for White Columns; and

WHEREAS, as of the date hereof, the Initial Members representing at least sixty-seven percent (67%) of the total votes in the Association desire to grant to the Association the power and authority to create neighborhood associations; and

WHEREAS, in connection with the foregoing, the Initial Members representing at least sixty-seven percent (67%) of the total votes in the Association also have approved, by signing written consent forms which are incorporated herein and are on file with the Secretary of the Association, wish to establish two community Neighborhood Associations to undertake the current responsibilities of the Association, which Neighborhood Associations shall be known as White Columns North Community Association, Inc. (the "North Association") and White Columns Gated Community Association, Inc. (the "Gated Association"); and

WHEREAS it is the express intent of the Members to create and establish Neighborhood Associations to take the responsibilities and obligations of the Association within each Neighborhood and relieve the Association of overlapping responsibilities within the Neighborhoods thereafter; and

WHEREAS the Association has agreed, upon recording of this Amendment, to transfer and assign rights and responsibilities to the Neighborhood Associations using the authority contained within the existing Documents, as defined in section 1.18 of the Original Declaration; and

WHEREAS, the Initial Members representing at least sixty-seven percent (67%) of the total votes in the Association desire to enter into this Amendment to the Original Declaration to more particularly set forth the powers, restrictions and obligations of the Association and the new Neighborhood Associations including, without limitation, maintenance and regulation of the Common Property (as defined in the Original Declaration); and

WHEREAS, the amendments to the Original Declaration provided herein and by this Amendment do not in any way materially alter, modify or otherwise affect the rights of any Mortgagee (as defined in the Original Declaration); and

WHEREAS, the Association hereby declares that the Submitted Property (as defined in the Original Declaration), including the improvements located and to be located thereon, shall continue to be submitted and made subject to the form of ownership set forth in the Georgia Property Owners' Association Act, and subject to the provisions of this Original Declaration. By virtue of the Original Declaration, said Submitted Property shall continue to be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Property Owners' Association Act and the covenants, conditions, restrictions, easements, assessments and liens set forth and/or described in this Original Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to the Original Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Original Declaration, their respective heirs, legal representatives, successors, successors in title and assigns, and shall be for the benefit of all owners of the property subject to this Original Declaration.

NOW, THEREFORE, the Original Declaration and Bylaws are hereby amended as follows (unless expressly noted otherwise, section numbers shall refer to sections of the Original Declaration rather than sections of the Bylaw) The Amendments are divided into Parts for clarity in putting related sections together. The Part title and the introductory paragraph for each Part are commentary, only, are not formal "amendments" to the language of the Original Declaration.:

PART I - DEFINITIONS

Introduction: With the introduction of new Neighborhood Associations and the possibility of separate Neighborhood Declarations resulting in future changes made for each Neighborhood independent of the other, certain definitions needed to be added or modified. The newly defined terms will be used in other parts of this Amendment.

1.

ARTICLE I, Definitions, Section 1.19 is amended by deleting the last sentence and replacing said sentence with the following:

Such Exclusive Common Area shall be designated by any previously recorded Supplemental Declaration, and also shall include any property or property rights conveyed by the Association to a Neighborhood Association, at which point the property or property rights conveyed shall become Exclusive Common Area for the Neighborhood Association to which it is conveyed.

2.

ARTICLE I, Section 1.23 is amended by adding the following at the end of said section:

Upon adoption of this Amendment, each Neighborhood Association shall be authorized to designate its own Modifications Committee for properties within the Neighborhood.

3.

Article I, Section 1.31 is amended by adding the following at the end of said section:

Upon adoption of this Amendment, each Neighborhood Association shall be authorized to designate its own NCC for new construction within the Neighborhood.

4.

Article I is hereby amended by addition of the following new sections:

- 1.42 “North Neighborhood” shall mean and refer to those Neighborhoods and properties subject to the Declaration but not included in the Unit 2, 6 and 7 Neighborhood defined in the 15th Amendment to the Declaration.
- 1.43 “Gated Neighborhood” shall mean and refer to those Neighborhoods specified as the Unit 2, 6 and 7 Neighborhood by the 15th Amendment to the Declaration.
- 1.44 “White Columns North Community Association, Inc.,” shall mean the Neighborhood Association responsible for governance of the North Neighborhood.
- 1.45. “White Columns Gated Community Association, Inc.,” shall mean the Neighborhood Association responsible for governance of the Gated Neighborhood.

PART II - CREATION AND OPERATION OF THE NEIGHBORHOOD ASSOCIATIONS

Introduction: The Original Declaration allowed for Neighborhoods but only allowed the Declarant to create Neighborhood Associations or Neighborhood Declarations. To create the two separate communities currently desired, various provisions of the Original Declaration needed to be modified. Those sections are broken into subparts for creation of the new Neighborhood Associations, assessments in the Neighborhood Associations, maintenance of properties located in the separate Neighborhoods, and miscellaneous operational functions of the Neighborhood Associations. These changes take the responsibilities and duties of the Original Association and transfer and assign virtually all of those to the Neighborhood Associations.

SUBPART A - CREATION OF THE NEIGHBORHOOD ASSOCIATIONS

Introduction - Subpart A: The following changes allow the formation of the new Neighborhood Associations and creation of future Neighborhood Declarations, with each Neighborhood operating independent of each other. The creation of the Neighborhood Associations is intended to insulate Member in one Neighborhood from having any responsibility for obligations in the other Neighborhood. The properties and property interests owned by the Original Association will be transferred to the Neighborhood Associations, and the Original Association will no longer have any responsibility for that common property.

5.

Section 2.03, Neighborhood Declaration, is hereby amended by striking the current paragraph 2.03 and replacing it with the following new Section 2.03:

2.03. Neighborhood Declaration. White Columns North Community Association, Inc., on behalf of the North Neighborhood, and While Columns Gated Community Association, Inc., on behalf of the Gated Neighborhood, may record a Neighborhood Amendment, in accord with Section 17.02.B., a Neighborhood Declaration, upon which event the Neighborhood shall then be subject to both this Declaration and such Neighborhood Amendment, which also shall be referred to as a Neighborhood Declaration. Such Neighborhood Amendment or Neighborhood Declaration shall provide the same, additional, or different rights, powers, duties or privileges with respect to such Neighborhood as the Association, in which event such Neighborhood may be subject to the jurisdiction of both the Neighborhood Association and the Association, and may cause the Owners of Lots within the Neighborhood to be members of the Neighborhood Association under such terms and conditions as may be provided therein, provided, however, that any Member of the Neighborhood Association shall have the same voting power in the Neighborhood Association as the Member is assigned in the Association. From and after the date this Amendment is recorded, any Neighborhood Amendment shall apply exclusively to the designated Neighborhood, and in the event of any conflicts between any Neighborhood Amendment and this Declaration, the Neighborhood Amendment shall prevail over this Declaration so long as the conflict with the Declaration is not in conflict with the Act (defined in Article I, section 1.41).

6.

Article IV is hereby amended by the addition of the following section 4.04:

4.04. Transfer of Title to Common Areas. The Original Association is hereby authorized and directed to convey title to any Common Area real property or real property

interest within the boundaries of the North Neighborhood to the North Association and upon such transfer from the Original Association, all such Common Area real property or real property interests shall be deeded Exclusive Common Areas as defined in Section 1.19, assigned to the North Association. The cost of all liabilities arising out of, and the cost of ownership, operation, maintenance, and upkeep of, said Exclusive Common Area within the boundaries of the North Neighborhood shall be an expense of the North Neighborhood and North Association. The Original Association is hereby authorized and directed to convey title to any Common Area real property or real property interest within the boundaries of the Gated Neighborhood to the Gated Association and upon such transfer from the Original Association, all such Common Area real property or real property interests within the boundaries of the Gated Neighborhood shall be deeded Exclusive Common Areas as defined in Section 1.19, assigned to the Gated Association. The cost of all liabilities arising out of, and the cost of ownership, operation, maintenance, and upkeep of, said Exclusive Common Area within the boundaries of the Gated Neighborhood shall be an expense of the Gated Neighborhood and Gated Association under Section 7.02, and the Gated Association shall indemnify the North Association and the Original Association against all liabilities arising out of, and the cost of ownership, operation, maintenance, and upkeep of, said Exclusive Common Area real property or real property interests within the boundaries of the Gated Neighborhood consisting of the Glenover pond and dam (which dam is listed in the Dam Inventory of the Safe Dams Program of the Environmental Protection Division of the Georgia Department of Natural Resources as of November 22, 2019), provided that (i) the foregoing in this sentence shall not constitute a release by the Gated Association of any legal cause of action or a waiver of a legal defense the Gated Association may have against the North Association arising after the date of the creation of the North Association with respect to any action of the North Association, its agents or its contractors, that constitutes willful misconduct or gross negligence that materially impacts the Glenover pond or dam and (ii) the indemnity set forth in this sentence above may be modified or supplemented hereafter in a written agreement as between any applicable indemnitor and an applicable indemnitee.

7.

The following section is hereby added to Article VII, Neighborhoods; Neighborhood Associations:

7.00 Preface. Prior to the recording of this Amendment, Neighborhoods have been designated, but no Neighborhood Association has been established to manage or govern each Neighborhood. With the recording of this Amendment, the establishment of the North Neighborhood and the Gated Neighborhood, and with creation of the White Columns North Community Association, Inc., and the White Columns Gated Community Association, Inc., the following shall apply. Any request by Owners who are included

within the North Neighborhood shall address any requests heretofore addressed under this Article to the Association instead to While Columns North Community Association, Inc. Any request by Owners who are included within the Gated Neighborhood shall address any requests heretofore addressed under this Article to the Association instead to White Columns Gated Community Association, Inc.

8.

Section 9.04 is amended to address the initial budget for the Neighborhood Associations by adding the following sentence at the end: "For the fiscal year including the date on which this Amendment is recorded, the required budget shall be presumed to be the portions of the budget of the Association then in effect and applicable to each Neighborhood; thereafter, each Neighborhood Association shall adopt its own budget under the provisions of this section."

9.

Section 9.05 is amended to transfer budgeting responsibilities to the Neighborhood Associations by adding the following sentence at the end: "From and after the recording of this Amendment, the duties of the Board of Directors in this section shall become the duties of the board of directors of the Neighborhood Association."

SUBPART B - TRANSFER OF ASSESSMENT FUNCTIONS TO NEIGHBORHOOD ASSOCIATIONS

Introduction - Subpart B - Once the Neighborhood Associations are established, all assessment functions affecting the individual members will be transferred to the Member's Neighborhood Association. The Original Association will give up its ability to assess individual members, and the Neighborhood Associations will take on those responsibilities. While the Original Association will have minimal annual expenditures for legal requirements, likely under \$500, the Original Association will obtain funding for those expenditures from the Neighborhood Associations.

10.

Article IX, Assessments, is hereby amended by the addition of the following two new sections:

9.00 Preface. In accord with Article V, Section 8(n) of the Association's bylaws recorded as an Exhibit to this Declaration, The Association, acting through the Board of Directors, has the authority to contract with any other Association, and "Any and all functions of the Association shall be fully transferrable by th Board, in whole or in part,

to any other entity.” While approval of the Owners is not technically required for the Board to exercise such authority, this Amendment is filed to document the approval of the modifications to the Declaration to transfer the assessment functions of the Association to each Neighborhood Association with regards to Lots located in their respective Neighborhoods. To the extent that any Owner has unpaid amounts owed to the Association on the date this Amendment is recorded, the right to collect said unpaid amounts shall be enforced by the Owner’s Neighborhood Association. Unless the context makes clear to the contrary, “Association” as used in this Article IX shall also mean the Neighborhood Association for any Lot, and “board of directors” shall also include the board of directors of the Neighborhood Association for any Lot with regard to levying of assessments for the Neighborhood Association.

9.01.1 Each Neighborhood Association shall have the authority and ability of the Association set forth in section 9.01 to levy the assessments, assert and enforce the lien and collect the assessments from Lots located within and only those Lots located within the Neighborhood Association. “Board of Directors” as utilized in section 9.01 shall mean the board of directors of the respective Neighborhood Association.

11.

Section 9.02 is hereby amended to be section 9.02(a), and the following is added as section 9.02(b):

9.02(b) Creation of Assessment and Creation of Lien after Amendment. From and after the recording of this Amendment, the Association shall levy assessments only for the reasonable and customary costs of maintenance of the corporate existence of the Association (e.g. paying annual registration fees to the Secretary of State, filing an annual income tax return, providing insurance for officers and directors, having an annual meeting attended by representatives of each Neighborhood Association, etc.). Any assessments thereafter levied by the Association to support its minimal governance functions shall continue to be levied on an equal basis, but shall be collected from the Neighborhood Associations rather than from each individual Lot Owner. All other expenses shall be levied by the Neighborhood Associations for the expenses of each Neighborhood Association. The expenses to be levied shall include Common Assessments, Neighborhood Assessments and Special Assessments relative to the Lot, as set forth in section 9.02(a). Except as to the limited assessments for maintenance of the corporate existence of the Association, the terms “Board of Directors” and “Association” in section 9.02(a) shall be read to mean the Board of Directors of the Neighborhood Association and the Neighborhood Association for each individual Lot.

From and after the recording of this Amendment, each Neighborhood Association shall have authority to file or release the lien of both the Association and the

Neighborhood Association on any Lot within the Neighborhood governed by the Neighborhood Association.

12.

Section 9.03 is amended by adding the following sentence at the end: "The Board of Directors of the Neighborhood Association for a Lot may issue the certificate showing current financial obligations for a Lot in the Neighborhood, and said certificate shall be inclusive of the lien of the Association."

13.

Section 9.06(a) relating to special assessments against all members is amended by adding the following at the end: "From and after the recording of this Amendment, the rights of the Association and the Board of Directors shall be the rights and duties of the Neighborhood Associations and the Board of Directors of each Neighborhood Association. From and after the recording of this Amendment, the Association will no longer have the right to levy assessments under this section."

14.

Section 9.06(b) relating to fining authority is amended by adding the following at the end: "From and after the recording of this Amendment, the rights of the Association and the Board of Directors shall be the rights and duties of the Neighborhood Associations and the Board of Directors of each Neighborhood Association. From and after the recording of this Amendment, the Association will no longer have the right to levy assessments under this section."

15.

Section 10.06 relating to fining authority is hereby modified so that each reference to the "Board of Directors" shall mean the board of directors of the Neighborhood Association.

SUBPART C - TRANSFER OF MAINTENANCE RESPONSIBILITIES AND ARCHITECTURAL ENFORCEMENT TO THE NEIGHBORHOOD ASSOCIATIONS.

Introduction - Subpart C - Currently, the Original Association has the responsibility to maintain the common areas and to enforce architectural guidelines for the entire community. These changes transfer all of those responsibilities to the Neighborhood Associations, including the establishment of Neighborhood architectural committees.

16.

Section 6.02 is amended by adding the following to the end of the first paragraph thereof:

The rights and responsibilities of the Association and the board or directors under this Article VI are hereby conferred on each Neighborhood Association and each Neighborhood Association board of directors upon the creation of a Neighborhood Modifications Committee or Neighborhood New Construction Committee by the Neighborhood Association for property within said Neighborhood. A separate NCC and a separate MC are hereby authorized for each Neighborhood, and each Neighborhood board of directors shall have the power to appoint members of the committees as set forth in this section. Upon creation and appointment of said Neighborhood committees, the responsibilities of the committees of the Association shall be deemed conferred and transferred to the Neighborhood committees.

17.

Section 7.04 is hereby deleted and the following is substituted in its place:

7.04 Certain Rights of the Association Regarding Neighborhood Associations.

(a) Entry Rights. Until such time as maintenance responsibility for a Common Area is transferred to a Neighborhood Association, the Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property to be administered by a Neighborhood Association to carry out the provisions of this Declaration, and the same shall not constitute a trespass.

(b) Delegation. The Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Neighborhood Association any obligation of maintenance or repair created under this Declaration. Pursuant to such authority, as included in the Declaration before the date of this Amendment, the Association and the Neighborhood Associations have established the governance structure as set out in this Amendment.

(c) Priority. From and after the recording of this Amendment, governing documents shall have the priority set forth in amended Section 2.03.

18.

Article X - Maintenance, section 10.01 Association responsibility, is hereby amended by adding the following paragraph to section 10.01 at the end of the current language:

From and after the conveyance of the Common Area real property and real property interests from the Association to a Neighborhood Association, all rights and responsibilities of the Association for maintenance of the Area of Common

Responsibility located within the Neighborhood under this section 10.01 shall transfer and be assigned to the Neighborhood Association into which the particular Area of Common Responsibility has been conveyed. Neither Neighborhood Association shall have any responsibility or authority to maintain or govern maintenance in any area subject to this Declaration that is not included in their respective Neighborhoods.

19.

The second sentence of section 10.02 beginning "If any such Neighborhood . . ." is hereby stricken in order to remove the ability of the Original Association to come in and do maintenance in the Neighborhood Associations.

20.

Section 10.04, Landscape Maintenance, is hereby modified to provide that all rights assigned to the Board of Directors of the Association are reassigned to the Board of Directors of the Neighborhood Associations for their respective Neighborhoods. The rights, responsibilities and duties of the Association are modified to be assigned for property within each Neighborhood to the respective Neighborhood Association, and the rights, responsibilities and duties of the Association are hereby terminated; provided, however, that until further action by a Neighborhood Association or its board of directors to alter the community-wide standards, the community-wide standards in place upon recording of this Amendment shall remain.

21.

Section 10.05 is hereby amended, in order to transfer rights of the Original Association to the Neighborhood Associations, to read as follows:

10.05 Abatement and Related Assessments. All maintenance required by Sections 10.03 and 10.04 shall be performed in a manner consistent with the Community-Wide Standard. If any Owner fails to perform his or her maintenance responsibility in accordance with the Community-Wide Standard, the Neighborhood Association may perform it and assess all costs incurred by the Neighborhood Association plus an administrative surcharge equal to ten percent of the amount assessed against the Lot and the Owner thereof as a Special Assessment. Prior to entry, the Neighborhood Association shall afford the Owner ten days' written notice to remedy a condition inconsistent with the Community-Wide Standard, except when entry is required due to an emergency.

SUBPART D - MISCELLANEOUS OPERATIONAL TRANSFERS FROM ORIGINAL ASSOCIATION TO NEIGHBORHOOD ASSOCIATIONS

Introduction - Subpart D - In various locations in the Original Declaration are provisions addressing the mechanics of operating the Original Association and addressing seldom occurring events, such as condemnation of common property by a governmental agency. The following amendments address those items so that the Neighborhood Associations are now governed by those provisions and the Original Association no longer has the operational responsibilities.

22.

In order to address the minimal governance functions remaining in the Original Association after the Neighborhood Associations are established (e.g. paying annual registration fees to the Secretary of State, filing an annual income tax return, providing insurance for officers and directors, having an annual meeting attended by representatives of each Neighborhood Association, etc.), Article VIII, Membership and Voting Rights, is hereby amended by the addition of the following new section:

8.04 Upon the recording of this Amendment and creation of the Neighborhood Associations set forth in Section 1.44 and 1.45, Members shall retain their current number of votes in the Association, but all votes for corporate governance matters under the Bylaws shall be cast by the designated representative of each Neighborhood Association on behalf of the Members within the Neighborhood Association. Said assignment of voting for corporate governance matters under the Bylaws shall not alter or change each Member's rights to approve or disapprove future changes in this Declaration, which rights are derived, under the terms of the Act, from ownership of their Lots rather than membership in the Association.

23.

Article XI - Insurance and Casualty Losses, is hereby amended by the addition of the following section 11.00:

11.00. Preface. From and after the adoption of this Amendment, the responsibility for insurance to be obtained and administered by the Association set out in this Article shall be the responsibility of the Neighborhood Associations as to all property and areas within each Neighborhood. The Association shall be named as an additional insured on any such policy obtained. The Neighborhood Associations shall have the same rights and responsibilities within the Neighborhood as indicated in this Article for the Association.

24.

Article XII - Condemnation, is hereby amended by the addition of the following section 12.00:

12.00 Preface. From and after the adoption of this Amendment, the handling of any condemnation by the Association set out in this Article shall be the responsibility of the Neighborhood Associations as to all property within each Neighborhood. Any proceeds of condemnation for property within a Neighborhood shall inure to the benefit only of the Neighborhood Association in which the property is located and the members of that Neighborhood Association.

25.

Section 17.06 is hereby modified so that each reference to the "Board of Directors" shall mean the board of directors of the Neighborhood Association.

26.

Section 18.02 is hereby amended to read as follows:

18.02 Notice to Association. Upon request, each Member shall be obligated to furnish to the Original Association and the Neighborhood Association the name and address of the holder of any mortgage encumbering such Member's Lot.

SUBPART E - REMOVAL OF EXPIRED PROVISIONS FOR THE DECLARANT

Introduction - Subpart E - As the Declarant no longer owns property in the community, provisions giving the Declarant special rights as to property it owned are removed.

27.

The Declarant no longer owning any property subject to the Declaration, section 7.03 is hereby deleted.

28.

Article XVI - Declarant's Rights - is hereby deleted, said rights having already expired under the terms of Section 16.02. Article XVI is hereby reserved for possible future use.

SUBPART F - FUTURE AMENDMENTS

Subpart F - Introduction - In order to allow each Neighborhood Association to independently pass and adopt Neighborhood Declarations without participation of the Original Members in the

other Neighborhood, the Amendment section of the Original Declaration had to be substantially altered. As part of the changes, the Neighborhoods may adopt Neighborhood Declarations by a two-thirds vote of the Member of just their Neighborhood. Any future amendments to the Original Declaration that are not Neighborhood Amendments or Neighborhood Declarations will now require 80% approval of the Original Members, the maximum amendment percentage allowed by the Property Owners Association Act.

29.

Article XVII - General Provisions, Section 17.02 Amendment, is hereby amended by deleting the current section and substituting the following in its place:

17.02. Amendment.

A. Except for the amendment of those portions of this Declaration that are Neighborhood Declarations for the North Neighborhood or the Gated Neighborhood, and except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of those Owners holding eighty percent (80%) of the total votes of all Owners.

B. This Declaration may also be modified or amended by adoption of a Neighborhood Amendment, as described in section 2.03, which amendment is also referred to and treated as a Neighborhood Declaration. As a Neighborhood Amendment shall apply only to a specific Neighborhood, such Neighborhood Amendment or Neighborhood Declaration shall be adopted and approved by those Owners in the affected Neighborhood holding two thirds (2/3rds) of the total votes of all Owners in the Neighborhood. Provisions in any Neighborhood Amendment shall have the priority with respect to conflicting or inconsistent provisions of this Declaration as set out in section 2.03 hereof. Any Neighborhood Amendments shall continue to be subject to the provisions of the Act.

C. Eligible Mortgage Holder Approval. In addition to approval by the Owners as provided above, material amendments to this Declaration and the Bylaws that are not Neighborhood Amendments must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Material amendments that are Neighborhood Amendments must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots in the affected Neighborhood 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 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

D. Any Amendment to this Declaration and any Neighborhood Amendment shall be presumed to be valid in any challenge to any such Amendment filed more than one year after the Amendment is filed on the Deed Records of Fulton County, Georgia.

E. No amendment shall be effective until recorded on the Deed Records of Fulton County, Georgia. For any Neighborhood Amendment, the sworn statement of the president, of any vice president, or of the secretary of the Neighborhood Association attached to or incorporated in a Neighborhood Amendment executed by the Neighborhood Association, which sworn statement states unequivocally that agreement of the required majority was otherwise lawfully obtained and that all notices required by this Act were properly given, shall be sufficient to evidence the required agreement.

PART III - CHANGES TO ORIGINAL ASSOCIATION BYLAWS

Introduction - While the Neighborhood Associations will supplant the Original Association for all practical purposes, the requirements of the Property Owners Association Act require the Original Association to remain in place at the time this Amendment is adopted. As the Original Association will no longer have any practical function, the bylaws of the Original Association are amended to remove unnecessary provisions and streamline operation of the Original Association. Each Neighborhood Association will have its own set of bylaws adopted independently from the Original Association and from the other Neighborhood Association.

30.

Article III, section 1 of the Bylaws is hereby amended by addition of the following subsection (c):

(c) Voting After Creation of Neighborhood Associations. From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording of Neighborhood Amendments, as contemplated in the Declaration, voting rights of Members who are also Members of a Neighborhood Association may be exercised, for corporate governance matters, by the Board of Directors of that Member's Neighborhood Association. For purposes of this assignment, amendments to the Declaration shall not be considered "corporate governance matters."

31.

Article IV, Section 3 of the Bylaws is hereby amended by addition of the following sentence between sentence ending "Members of the Association" and the sentence beginning "The notice of any special meeting":

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording Neighborhood Amendments, as contemplated in the Declaration, any members petition for a special meeting shall require the approval of the board of directors of one of the Neighborhood Associations rather than the signature of a percentage of the total votes in the Association.

32.

Article IV, section 4 of the Bylaws is hereby amended by addition of the following at the end of said section:

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording Neighborhood Amendments, as contemplated in the Declaration, notices of meetings of the Association's Members shall be delivered to the Boards of Directors of the Neighborhood Associations entitled to cast votes of the Members by Article III, section 1.(c) of these Bylaws.

33.

Article V, section 1 of the Bylaws is hereby amended by addition of the following at the end of said section:

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording Neighborhood Amendments, as contemplated in the Declaration, number of directors of the Association shall be five (5).

34.

Article V, section 2 of the Bylaws is hereby amended by addition of the following additional paragraph at the end of said section:

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording Neighborhood Amendments, as contemplated in the Declaration, two directors shall be appointed by the board of directors of the White Columns North Community Association, Inc., and two directors shall be appointed by the board of directors of the White Columns Gated Community Association, Inc. The fifth board member shall be elected by the directors appointed by the Neighborhood Association boards. The fifth appointed board member need not be a member of the Association.

35.

Article V, section 4 of the Bylaws is hereby amended by addition of the following additional paragraph at the end of said section:

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording of Neighborhood Amendments, as contemplated in the Declaration, this section 4 shall become inoperative as moot.

36.

Article V, section 5 of the Bylaws is hereby amended by addition of the following additional paragraph at the end of said section:

From and after the creation of Neighborhood Associations for the North Neighborhood and the Gated Neighborhood, and the recording of Neighborhood Amendments, as contemplated in the Declaration, any director appointed by a Neighborhood Association may be removed by action of the appointing Neighborhood Association, and their replacement shall be named by such Neighborhood Association.

Except as expressly amended herein, the Declaration and Bylaws, as previously amended, shall stay in full force and effect.

This 5th day of August, 2024.

Signed, sealed and delivered this 5th day of August, 2024, in the presence of:

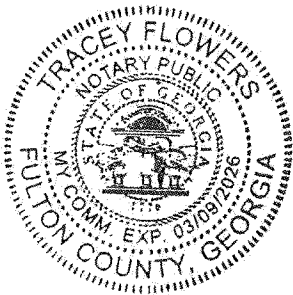
Tonya Coore
Unofficial Witness - Tonya Coore

Tracey Flowers
Notary Public

WHITE COLUMNS COMMUNITY
ASSOCIATION, INC.

by: Tony Palazzo
Tony Palazzo, President

Attest: Adam Holterblum, Secretary



Sworn Statement of Secretary of
White Columns Community Association, Inc.

STATE OF GEORGIA
COUNTY OF FULTON

Re: Amendment to Declaration for White Columns Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn,
deposed and said on oath that:

1. Deponent is the ^{Secretary}~~President~~ of White Columns Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Master Declaration of Covenants, Conditions and Restrictions for White Columns was affirmatively voted on and approved (in person or by proxy) or by written consent, or any combination thereof, by Original Members holding at least sixty-seven percent (67%) of the total votes in the Association.
4. The approval of sixty-seven percent (67%) of the Original Membership was lawfully obtained.
5. Any notices required by the Original Declaration, the Original By-Laws, Original Articles and Georgia law were properly given.
6. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the 5th day of August, 2024.

By: CS

Print Name: ADAM HOLZBERG

Sworn to and subscribed before me
this 5th day of August, 2024.

Tracey 48
Notary Public

My Commission Expires: 03/09/2026
[AFFIX NOTARY SEAL]

