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Forsyth County, GA
Gred G. Allen Clerk Superior Ct
BK 5534 PG 40-44

UPON RECORDING RETURN TO:
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CROSS REFERENCE: Deed Book: 914
Page: 435

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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SHEPHERDS POND SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for
Shepherds Pond Subdivision ("Amendment") is made this 14 day of Sept., 2009 by
SHEPHERDS POND HOMEOWNERS ASSOC., INC., a Georgia nonprofit corporation
(hereinafter called the "Association").

WITNESSETH

WHEREAS, Union Hill Associates, Inc., a Georgia corporation executed that certain
Declaration of Covenants, Conditions and Restrictions for Shepherds Pond Subdivision, which was
recorded November 14, 1995 at Deed Book 914, Page 435, *et seq.*, Forsyth County, Georgia
records; as amended by that certain Amendment to the Declaration of Covenants, Conditions, and
Restrictions for Shepherds Pond Subdivision by Extending the Same to Include Shepherds Pond
Subdivision Phase II, recorded in Deed Book 1029, Page 288, aforesaid records; and that certain
Amendment to the Declaration of Covenants, Restrictions for Shepherds Pond Subdivision by
Extending the Same to Include Shepherds Pond subdivision Phase III recorded in Deed Book 1198,
Page 122, aforesaid records (hereinafter as supplemented and/or amended from time to time
collectively referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia
Nonprofit Corporation Code to be the Association named in the Declaration as having the power
and authority set forth therein; and

WHEREAS, pursuant to Article VII, Section 3 of the Declaration, the Declaration may
be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners;
and

WHEREAS, at least ninety percent (90%) of the Lot Owners agreed to amend the Declaration as provided herein; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states that the consent of ninety percent (90%) of the Lot Owners was lawfully obtained; and

WHEREAS, the Association and Owners desire to amend the Declaration as set forth herein and intend for this Amendment to be prospective only;

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Declaration, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration amended as follows:

1.

The Declaration is hereby amended by deleting Article VII, Section 3 of the Declaration, entitled "Amendment," in its entirety and replacing it with the following Section 3 under Article VII, entitled "Duration and Amendment", to read as follows:

Section 3. Duration and Amendment.

(a) Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the community, and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

(b) Amendment. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners holding at least two-thirds (2/3) of the Lots. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the

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Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Forsyth County, Georgia.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby executes this instrument under seal, this 14 day of September, 2009.

ASSOCIATION: **SHEPHERDS POND HOMEOWNERS ASSOC., INC.**, a Georgia nonprofit corporation

By: *Louise Mason*
Name: Louise Mason
Title: President

Attest: *Charles E. Keena*
Name: Charles E. Keena
Title: Secretary

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered in the presence of

Vivian Allen
WITNESS

Kathryn Marshall
NOTARY PUBLIC

KATHRYN MARSHALL
NOTARY PUBLIC, FORSYTH COUNTY, GEORGIA
COMMISSION EXPIRES DECEMBER 3, 2010

9/14/09
[AFFIX NOTARY SEAL]

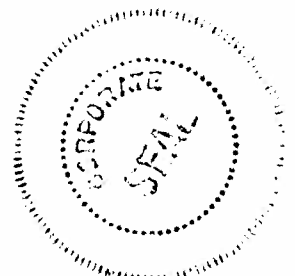
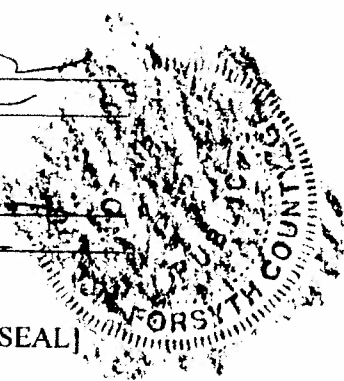


EXHIBIT "A"

Sworn Statement of President of
Shepherds Pond Homeowners Assoc., Inc.

STATE OF GEORGIA

COUNTY OF FORSYTH

Re: Shepherds Pond Homeowners Assoc., Inc.

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

1. Deponent is the President of Shepherds Pond Homeowners Assoc., 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 Declaration of Covenants, Conditions and Restrictions for Shepherds Pond Subdivision was properly approved by at least ninety percent (90%) of the Lot Owners as provided by law and Article VII, Section 3 of the Declaration.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This the 14 day of September, 2009.

By: *Louise Mason*
 Name: LOUISE MASON
 Title: President

Sworn to and subscribed before me, this 14th day of September, 2009.

Kathryn Marshall
Notary Public

KATHRYN MARSHALL
NOTARY PUBLIC, FORSYTH COUNTY, GEORGIA
[A] MY COMMISSION EXPIRES DECEMBER 3, 2010

