

March 9, 2000

Brookwood Lake Homeowners,

Attached is a copy of the amended covenants and by-laws regarding Glenmoor's membership and the automatic lien program we adopted last year which have now been recorded in Forsyth County records. This document lists only the changes (deletions and additions) made to the original covenants and by-laws. It is not a complete reprint, so please do not discard the original documents you received at closing.

If you need a copy of the original covenants and by-laws, please call Secretary Ralph Liccione (770-888-4541).

Thank you for both your past and future support in helping us maintain a first class homeowners association at BWL.

BWLHOA BOARD

WEISSMAN, NOWACK, CURRY & WILCO, P.C.
ATTORNEYS

TWO MIDTOWN PLAZA • 15TH FLOOR
1349 WEST PEACHTREE STREET
ATLANTA, GEORGIA 30309

TELEPHONE
404-885-9215
FACSIMILE
404-885-9214

COBB OFFICE
REGENCY PARK, SUITE 100
1225 JOHNSON FERRY ROAD
MARIETTA, GEORGIA 30068
TEL 770-578-9111
FAX 770-578-4898

PERIMETER OFFICE
PALISADES B, SUITE 360
5901-B PEACHTREE DUNWOODY ROAD
ATLANTA, GEORGIA 30328
TEL 770-261-5400
FAX 770-261-5401

NORTH FULTON OFFICE
SUITE 200
3800 MANSELL ROAD
ALPHARETTA, GEORGIA 30022
TEL 770-640-8290
FAX 770-640-1952

August 23, 1999

Mr. Kenneth P. McDuffie
Nall, Miller, Owens, Hocutt & Howard
66 Luckie Street
Suite 220
Atlanta, Georgia 30303-1917

RE: Brookwood Lake Homeowners Association, Inc and
Glenmoor Forsyth Homeowners Association, Inc.


Dear Ken:

Enclosed please a recorded copy of the First Amendment to the Brookwood Lake
Declaration and Bylaws.

Best regards.

Very truly yours,

WEISSMAN, NOWACK, CURRY & WILCO, P.C.


"J" Golsan, assisting
Julie McGhee Howard

Enclosure

cc: Board of Directors

JMH:jg

F:\DOCS\06722\002\Letters\McDuffie5.doc

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 2
day of July 1999
at 1000 o'clock A M. Recorded in
Book Page
day of 7-8, 1999
Douglas Sarnella Clerk, By DM

Return to: *Ret*
Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attn: JMH

STATE OF GEORGIA

Cross Reference: Deed Book 848
Page 412

COUNTY OF FORSYTH

Reference: Deed Book 1057
Page 622

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR BROOKWOOD LAKE**

WHEREAS, Falling Water Investments, Ltd., ("Declarant") recorded a Declaration of Covenants, Conditions, and Restrictions for Brookwood Lake on April 27, 1995, in Deed Book 848, Page 412, et seq., Forsyth County, Georgia Records ("Declaration"); and

WHEREAS, Article XII, Section 12.03 of the Declaration provides that the Declaration can be amended at a duly called meeting by the approval of Owners holding at least two-thirds (2/3) of the total votes in the Brookwood Lake Homeowners Association, Inc. ("Association"); and

WHEREAS, this amendment does not materially and/or adversely affect the security title and/or interest of any Mortgagee; and

WHEREAS, the Declarant has approved this amendment as evidenced by its consent hereto attached as Exhibit "A"; and

WHEREAS, Owners holding at least two-thirds (2/3) of the total votes in the Association have approved this amendment at a duly called meeting;

**THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE
GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, et seq.**

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The first sentence of Article I, Section 1.01(i) is hereby amended by deleting the phrase "Occupants and Owners" and substituting therefore the phrase "Occupants, Owners and Recreation Members."

2.

Article I, Section 1.01(y) of the Declaration is hereby amended by adding the following to the end thereto:

- The Property is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. (Michie 1982), as such Act may be amended from time to time.

3.

Article I, Section 1.01 is hereby amended by adding the following Subsection (z) thereto:

(z) "Recreation Member" shall mean and refer to any person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a lot and dwelling within the Glenmoor Subdivision who is entitled to use the common areas within the Development as more particularly provided in Article IV of this Declaration.

4.

Article I, Section 1.01 is hereby amended by adding the following Subsection (aa) thereto:

(aa) "General Member" shall mean and refer to any Owner of a Lot or Dwelling within the Property.

5.

Article I, Section 1.01 is hereby amended by adding the following Subsection (bb) thereto:

(bb) "Glenmoor Declaration" shall mean and refer to all covenants, conditions and restrictions, charges and liens set forth in the legal instruments for Glenmoor subdivision and all amendments thereto filed for record in the records of the Clerk of the Superior Court of Forsyth County, Georgia records and, in particular, to the Declaration of Covenants, Conditions and Restrictions for Glenmoor recorded in Deed Book 1057, Page 622, of the Forsyth County, land records and the Amendment to the Declaration of

Covenants, Conditions and Restrictions for Glenmoor recorded in Deed Book 1504,
Page 0264 of the Forsyth County, land records.

6.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Subsection

(cc) thereto:

(cc) "Glenmoor Subdivision" shall mean and refer to those ninety-five (95) tracts or parcels of land described in the Glenmoor Declaration as of the date this Amendment is recorded.

7.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Section (dd)

thereto:

(dd) "Glenmoor Association" shall mean and refer to the Glenmoor Homeowners Association, Inc., a nonprofit corporation existing under the laws of the State of Georgia.

8.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Subsection

(ee) thereto:

(ee) "Recreation Assessment" shall mean and refer to each Recreation Member's share of the common expenses, or other charges from time to time, that are assessed against Recreation Members by the Association in the manner provided in this Declaration.

9.

Article I, Section 1.01 is hereby amended by adding the following Subsection (ff) thereto:

(ff) "Recreation Committee" shall mean and refer to the standing committee which shall be appointed by the Board of Trustees for the Brookwood Lake Association and the Board of Directors for the Glenmoor Association pursuant to Article VII of the First Amendment to the By-Laws of Brookwood Lake Homeowners Association, Inc.

10.

Article I, Section 1.01 is hereby amended by adding the following Subsection (gg) thereto:

(gg) "Recreation Facilities" shall mean and refer to the lake, pool, tennis courts, gym, clubhouse, basketball court, playground and adjoining common area properties within the Brookwood Lake Property as they exist on the date this amendment is recorded and as they may be expanded and/or improved in the future.

11.

Article I, Section 1.01 of the Declaration is hereby amended by adding the following Subsection

(hh) thereto: -

(hh) "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. (Michie 1982), as such Act may be amended from time to time.

12.

Article III, Section 3.02 of the Declaration is hereby amended by adding the following Subsection

(h) thereto:

(h) The rights and easements reserved herein for the benefit of Recreation Members.

13.

Article III, Section 3.03 of the Declaration is hereby amended by adding the following sentence

thereto:

Subject to the terms and provisions of this Declaration, and the rules, regulations, fees, and charges from time to time established by the Board of Trustees, every Recreation Member may delegate, in accordance with the By-Laws, his or her right of use and enjoyment in and to the Common Areas to the members of his or her family, his or her tenants, guests, invitees, or occupants.

Article IV, Section 4.02 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

4.02 Recreation Membership. Every owner of a lot and dwelling in the Glenmoor Subdivision shall be deemed to have a Recreation Membership in the Association. Recreation Membership shall be mandatory. Recreation Membership shall be appurtenant to and may not be separated from ownership of any lot or dwelling in the Glenmoor Subdivision, and said ownership of a lot and dwelling in the Glenmoor Subdivision shall be the only qualification for such membership. Provided, however, the developer and builders who own a lot in the Glenmoor Subdivision shall not be entitled to Recreation Membership unless they are permanently residing in the dwelling on such lot.

In the event that fee simple title is transferred or otherwise conveyed, the Recreation Membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his or her transferee certificates or other evidences of such Recreation Membership. Recreation Membership is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's Recreation Membership in the Association. No owner of a lot and dwelling in the Glenmoor Subdivision shall have more than one Recreation Membership per lot and dwelling. In the event of multiple owners of a lot and dwelling in the Glenmoor Subdivision, votes and rights of use and enjoyment shall be as provided for herein.

The rights and privileges of Recreation Membership, including the right to vote on matters regarding the Recreation Facilities and to hold a position on the Recreation Committee, may be exercised by a Recreation Member or a Recreation Member's spouse, but in no event shall more than one vote be cast or more than one Committee position be held for each lot and dwelling, and further provided that a Recreation Member casting a vote or holding a Committee position with respect to his or her dwelling shall not be entitled to cast an additional vote or to hold an additional Committee position for the lot upon which his or her residential unit is located. When more than one person holds an interest in any one lot and dwelling in the Glenmoor Subdivision, the vote on Recreation Facilities issues for such lot and dwelling shall be exercised by those owners of such lot and dwelling as they themselves determine and advise the secretary or an assistant secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to each such lot and dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each lot and dwelling in the Glenmoor Subdivision is equal and the owner(s) of each lot and dwelling shall have one vote on all issues regarding the Recreation Facilities.

In addition to the aforescribed voting rights and Committee membership rights, Recreation Members shall be entitled to full use and enjoyment of the Recreation Facilities.

15.

Article IV of the Declaration is hereby amended by adding the following Section 4.03

thereto:

4.03 Voting. The Association shall have two classes of voting membership as follows:

General Members. General Members shall be all Owners of a Lot or Dwelling in the Brookwood Lake Subdivision, and shall be entitled to one (1) equal vote for each Lot or Dwelling owned. The vote for each such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The voting rights of any General Member may be suspended by the Board if the Owner is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association.

Recreation Members. Recreation Members shall be all owners of a lot or dwelling in the Glenmoor Subdivision, and shall be entitled to one (1) equal vote for each lot or dwelling owned on all matters regarding the Recreation Facilities in the Development. The vote for each such lot on all Recreation Facilities matters shall be exercised as the owners determine, but in no event shall more than one (1) vote be cast with respect to any lot. The voting rights of any Recreation Member may be suspended by the Board if the Recreation Member is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association or the Glenmoor Association.

16.

Article VI, Section 6.02 of the Declaration is hereby amended by deleting the number "9.04" therein and substituting therefor the number "9.05."

Article IX of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

ARTICLE IX
ASSESSMENTS

9.01 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots as may be authorized by the Board.

9.02 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed hereunder, and a one (1) time initiation fee.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

9.03 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If the annual assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received shall be applied, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments.

(c) If the Board permits payment of the annual assessments in installments and assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment with ten (10) days written notice.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not limit ingress or egress to or from the Lot).

(e) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided herein and in the Act, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services paid for as a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Lot until such time as the delinquent assessments and all costs permitted pursuant to this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Lot and shall be collected as provided herein for the collection of assessments.

9.04 Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called annual meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual

meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the above, however, if the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new budget and assessment shall take effect without a meeting of the members.

9.05 Special Assessments. In addition to the annual assessment provided for in Section 9.02 above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed two hundred (\$200.00) dollars (except as provided in Section 6.02 herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Property) first shall be approved by the affirmative vote of at least two-thirds (2/3) of Owners present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

9.06 Specific Assessments. Any expenses of the Association, including attorney's fees, occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specifically assessed against such Owners and their respective Lots or Dwellings. In addition, the Board shall be authorized to impose reasonable fines against Owners and their Lots pursuant to Article XI of this Declaration. The specific assessments provided for in this Section shall be levied by the Board and the amount and due date for such assessment so levied by the Board shall be specified by the Board.

9.07 Initiation Fee. In addition to the other assessments set forth in this Article IX, the Board may require the payment of initiation fees. Such initiation fees shall be payable only once by the Owner of a Dwelling and may be used in the Association's discretion for any purpose, including a reserve fund or for operating expenses.

9.08 Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 9.04 herein. A copy of the capital budget

shall be distributed to each member in the same manner as the operating budget.

9.09 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

9.10 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

9.11 Recreation Assessments.

(a) Recreation Budget. The Recreation Committee shall prepare annually a budget covering the estimated expenses of maintenance, operation, replacement, improvement and repair of the Recreation Facilities serving the Development and shall submit the proposed budget to the Board of Trustees at least sixty (60) days prior to the beginning of the Association's fiscal year. The Recreation Budget shall be a separate and distinct budget from the general budget prepared by the Association pursuant to Section 9.04 hereinabove. The Recreation Budget shall provide for the annual Recreation Assessment which shall be levied equally against each lot in the Glenmoor Subdivision and each Lot in the Brookwood Lake Subdivision.

The Board of Trustees shall distribute the Recreation Budget along with the Association's general budget as provided for in Section 9.04 hereinabove. The Recreation Budget shall become effective unless disapproved at a duly called annual meeting of the General Membership and Recreation Membership by a vote of a majority of the votes of the General Members and Recreation Members who are voting in person or by proxy at such meeting, a quorum of General Members and Recreation Members being present.

Notwithstanding the above, however, if the General Members and Recreation Members disapprove the proposed Recreation Budget or the Recreation Committee fails for any reason to determine the Recreation Budget for the succeeding year, then, until a Recreation Budget is determined as provided herein, the Recreation Budget in effect for the current year shall continue for the succeeding year, and the Recreation Committee may propose a new Recreation

Budget at any time during the year by causing the proposed Recreation Budget and Recreation Assessment to be delivered to the General Members and Recreation Members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new Recreation Budget and Recreation Assessment shall take effect without a meeting of the members.

(b) Recreation Assessment. Pursuant to the Glenmoor Declaration, each owner of a lot and dwelling in the Glenmoor Subdivision by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, as well as any occupant who resides at the dwelling, is deemed to covenant and agree to pay to the Glenmoor Association: (1) the Recreation Assessment, as established and collected as provided in this Section and in the Glenmoor Declaration; (2) special assessments which may be established and collected as provided in this Section and in the Glenmoor Declaration; and (3) any individual or specific assessments against any particular lot and dwelling which is established pursuant to this Section and the Glenmoor Declaration.

(c) Obligation to Pay Assessments. Pursuant to the Glenmoor Declaration, the Glenmoor Association shall be responsible for paying the total Recreation Assessment due from each of the Recreation Members to the Brookwood Lake Association. The Glenmoor Association shall pay the assessment on a quarterly basis and the assessments shall be due on or before January 1, April 1, July 1 and October 1 of each year. If any such assessments are not paid by the Glenmoor Association to the Association as provided herein, the Glenmoor Association shall be responsible for late charges in the amount of ten percent (10%) of the total assessment due, simple interest at the rate of ten percent (10%) per annum, and court costs and attorney's fees actually incurred by the Association to enforce or collect the assessments due.

(d) Initiation Fee. There shall be no initiation fee due from any of the Glenmoor Recreation Members.

(e) Special Assessments. Pursuant to this Declaration and the Glenmoor Declaration, in addition to the annual assessments for the maintenance, operation and repair of the Recreation Facilities, the Association and the Glenmoor Association, acting through the Association's Board of Trustees and the Recreation Committee, may levy, in any assessment year, special assessments for common expenses, applicable to that year only, with the approval of a majority of the votes of the Owners and a majority of the votes of the Recreation Members who are voting in person or by proxy at a meeting duly called for this purpose with a quorum of the Owners and Recreation Members being present. Special assessments shall be prorated among the lots and dwellings equally within the Brookwood Lake Subdivision and the Glenmoor Subdivision as provided with respect to annual Recreation Assessments. The Glenmoor Association shall pay to the Brookwood Lake Association the total amount of the special assessments levied against the lots in the Glenmoor Subdivision.

(f) Individual Assessments. Pursuant to the Glenmoor Declaration, any expenses for the Recreation Facilities occasioned by the conduct of less than all of the Recreation Members or by the family, tenants, agents, guests, or invitees of any Recreation Member shall be specially assessed against such Recreation Member and their respective lot and dwelling in the Glenmoor Subdivision. Such individual assessment shall be levied by the Recreation Committee and the Board of Trustees through the Glenmoor Association and the amount and date of such assessment so levied shall be specified by the Committee and the Board.

(g) Notice of Meeting and Quorum. The notice of meetings with the Recreation Members and quorum requirements shall be in accordance with Section 9.04 hereinabove.

(h) Membership List. Pursuant to the Glenmoor Declaration, the Glenmoor Association shall provide a complete list of all owners of lots and dwellings in the Glenmoor Subdivision to the Brookwood Lake Association upon payment of the first quarter assessments on or before January 1st of each year.

(i) Suspension of Membership. Pursuant to this Section and the Glenmoor Declaration, in the event that any Glenmoor owner or occupant fails or refuses to pay his or her Recreation Assessment, that owner's name and address shall be provided to the Recreation Committee and the Brookwood Lake Board of Trustees. The Recreation Committee and/or the Board of Trustees shall have the right to suspend such owner's or occupant's rights and privileges to use and enjoy the Recreation Facilities.

17.

Article XII, Section 12.03 is hereby amended by deleting that Section in its entirety and substituting therefor the following:

12.03 Amendments by Association. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this 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 two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in Forsyth County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Mortgagees who represent at least fifty-one percent (51%) of the votes of Lots that are subject to Mortgages held by Mortgagees. Notwithstanding the above, the

approval of any proposed amendment by a Mortgagee shall be deemed implied and consented to if the Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

Notwithstanding anything herein to the contrary, the provisions of this Declaration regarding or relating to Recreation Members, the Glenmoor Association, Recreation Assessments, the Recreation Committee and/or the Recreation Facilities shall not be amended unless such amendment is approved by both the Owners holding at least two-thirds (2/3) of the total eligible votes of the Association and by the Recreation Members holding at least two-thirds (2/3) of the total eligible votes of the Glenmoor Association.

18.

Article XII, Section 12.05 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor:

12.05 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

19.

Article XII, Section 12.04 is hereby amended by adding the following to the end thereto:

Each Recreation Member shall comply strictly with the By-Laws, the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended, and with the covenants, conditions and restrictions herein which relate to or regard the Recreation Facilities, the Recreation Assessments or the Recreation Membership in general. In the event that any Recreation Member violates the By-Laws, the rules and regulations or said covenants, conditions and restrictions, the Association shall have all powers of enforcement against such Recreation Member as set forth in this Section hereinabove.

20.

Article XII, Section 12.07 is hereby amended by adding the following sentence to the end thereto:

Except as specifically provided for herein, the terms and conditions of this Declaration and the Brookwood Lake By-Laws shall not apply to Recreation Members and the Glenmoor Association.

21.

Article XII, Section 12.13 is hereby amended by deleting the address therein and substituting therefore the following address:

Brookwood Lake Homeowners Association, Inc.

PMB #146
3245 Peachtree Parkway
Suwanee, GA 30024

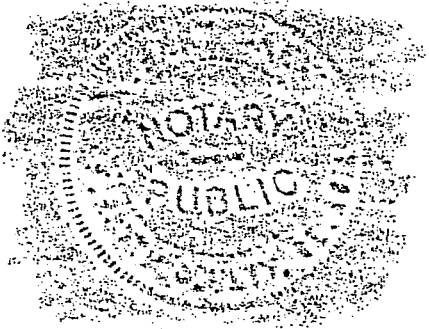
IN WITNESS WHEREOF, the undersigned officers of the Brookwood Lake Homeowners Association, Inc., hereby certify that the above amendment to the Declaration of Covenants, Conditions, and Restrictions for Brookwood Lake was duly adopted by the requisite majority of the Association membership.

This 25 day of May, 1999.

**BROOKWOOD LAKE HOMEOWNERS
ASSOCIATION, INC.**

By: Will Estep
President

Attest: Jeri Rowe
Secretary



[CORPORATE SEAL]

Sworn to and subscribed to
before me this __ day of

____, 19__
Jeri Rowe

Witness
Robert Creel

Notary Public

ROBERT CREEL
Notary Public Forsyth County, Georgia
My Commission Expires May 11, 2003

[NOTARY SEAL]

STATE OF GEORGIA

COUNTY OF FORSYTH

**FIRST AMENDMENT TO THE BY-LAWS OF
BROOKWOOD LAKE HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, Article XI, Section 11.02 of the By-Laws of Brookwood Lake Homeowners' Association, Inc. ("Association") provides for amendment of the By-Laws by the affirmative vote of at least two-thirds (2/3) of the total number of votes in the Association; and

WHEREAS, members of the Association holding at least two-thirds (2/3) of the total votes in the Association have approved this amendment; and

NOW, THEREFORE, the By-Laws for Brookwood Lake Homeowners' Association, Inc., are hereby amended as follows:

1.

Article II, Section 2.01 of the By-Laws is hereby amended by adding the following paragraph thereto:

Every owner of a lot and dwelling in the Glenmoor Subdivision shall be deemed to have a Recreation Membership in the Association. Recreation Membership shall be appurtenant to and may not be separated from ownership of any lot and dwelling in the Glenmoor Subdivision, and such ownership of a lot and dwelling shall be the only qualification for such Recreation Membership.

2.

Article II, Section 2.02 of the By-Laws is hereby amended by deleting that Section in its entirety and substituting therefor the following:

2.02 Voting Rights. Subject to the following provisions of this Section 2.02, the Association shall have two classes of voting membership: General Membership and Recreation Membership.

(a) General Membership. General Members shall be all Owners in the Brookwood Lake Subdivision and shall be entitled to one vote for each Lot or Dwelling owned. Every person who is an Owner, shall be a General Member and shall be entitled to one vote for each Lot owned. When more than one person is a General Member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they, among themselves determine, and advise the secretary or an assistant secretary of the Association prior to any meeting. In the absence of such advice, in the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. An Owner's General Membership shall automatically terminate upon the member's sale of his or her Lot.

No termination of General Membership shall affect the member's obligation to pay assessments, as provided for in the Declaration, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Recreation Membership. Recreation Members shall be all owners of a lot and dwelling in the Glenmoor Subdivision and shall be entitled to one vote for each lot and dwelling owned on all matters regarding the Recreation Facilities. When more than one person is a Recreation Member by virtue of an ownership interest in the same lot, the vote for such lot shall be exercised as they among themselves determine and advise the secretary or an assistant secretary of the Association prior to any meeting. In the absence of such advice, in the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such lot, such persons shall not be recognized and the vote of such lot shall not be counted. An owner's Recreation Membership shall automatically terminate upon the member's sale of his or her lot. However, as long as the member owns a lot and dwelling in Glenmoor, membership shall be mandatory.

No termination of Recreation Membership shall affect such member's obligation to pay assessments, as provided for in the Glenmoor Declaration, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

3.

Article II, Section 2.03(a) of the By-Laws shall be amended by adding the following Sections (iv)

and (v) thereto:

(iv) to impose reasonable monetary fines against Recreation Members which shall be collected as an assessment to such Recreation Members as provided in Article IX of the Declaration and which shall constitute an equitable charge and continuing lien on the Recreation Member's lot pursuant to the Glenmoor Declaration; and

(v) to suspend a Recreation Member's right to vote regarding Recreation Facilities issues; or to suspend a Recreation Member's right (and the right of such Recreation Member's family, guests, and tenants and of the co-owners of such Recreation Members and their respective families, guests and tenants) to use the Common Areas.

4.

The second paragraph of Article II, Section 2.03(a) of the By-Laws shall be amended by adding the words "Recreation Member" after the word "Owner" as it appears twice in the second sentence of the last paragraph.

5.

Article II, Section 2.03(b) shall be amended by adding the words "or a Recreation Member" after the word "occupant" in the first paragraph of such Section (b).

6.

The first sentence of Article II, Section 2.03(b)(ii) of the By-Laws shall be amended by adding the words "Recreation Member" after the word "Owner."

7.

Article II, Section 2.04 of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

2.04 Annual Meetings. The regular annual meeting of the members shall be held during November or December of each year with the date, hour and place to be set by the Board of Directors.

8.

Article II, Section 2.05 of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

2.05 Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five percent (25%) of the members. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these By-Laws.

9.

Article II, Section 2.06 of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

2.06 Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Lots of record or to the Lots and to the Recreation Members, a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place of the meeting. If any Owner or Recreation Member wishes notice to be given at an address other than his or her Lot, he or she shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

10.

Article II, Section 2.08 of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

2.08 Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to case one-third (1/3) of the eligible votes of the Association shall constitute a quorum. With respect to meetings of the Owners and Recreation Members regarding issues concerning the Recreation Facilities, the presence of members or proxies entitled to cast one-third (1/3) of all votes of the Brookwood Lake Association and Glenmoor Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners and Recreation Members whose voting rights have been suspended pursuant to the Declaration or these

By-Laws or pursuant to the Glenmoor Declaration or Bylaws shall not be counted as eligible votes toward the quorum requirement.

11.

Article III, Section 3.14(h) of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

To appoint an Architectural Standard Committee required in Article X of the Declaration, to appoint a standing Recreation Committee and to approve such other committees selected by the President as hereinafter provided and to delegate to such committees the Board's authority to carry out certain duties of the Board.

12.

Article VII of the By-Laws shall be amended by adding the following Section 7.05 thereto:

7.05 Recreation Committee. At the first meeting of the Board after their election, or as soon thereafter as is practical, the President of the Board shall appoint five (5) members from the Brookwood Lake Subdivision to the Recreation Committee. Likewise, after the first meeting of the Board for Glenmoor Subdivision, after their election, or as soon thereafter as is practical, the Board for Glenmoor Subdivision shall appoint five (5) members to the Recreation Committee. Said Committee shall be responsible for recommending a budget and providing general guidance and direction regarding the Recreation Facilities to the Board of Trustees.

13.

Article IX of the By-Laws shall be amended by deleting that Section in its entirety and substituting therefor the following:

ARTICLE IX
Use Restrictions and Rule Making

The Common Areas shall be used only for those uses and purposes set out in the Articles of Incorporation, the Declaration and in these By-Laws. The Board shall have the authority to make and enforce reasonable rules and regulations governing the conduct within and upon, and the use and enjoyment of the Common Areas, provided the copies of all such rules and regulations are furnished to all General Members and Recreation Members, and provided that such rules and regulations shall apply equally to General Members and Recreation Members. The Board shall have the power to impose reasonable fines and to suspend any General Member or any Recreation Member's right to vote or to use the Common Areas for violation of any duty imposed under these By-Laws or any rules and regulations duly adopted hereunder.

14.

Article XI, Section 11.02 of the By-Laws shall be amended by deleting that section in its entirety and substituting therefor the following:

11.02 Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or By-Laws, these By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the General Members holding two-thirds (2/3) of the total eligible vote of the Association. However, notwithstanding anything herein to the contrary, the provisions of these By-Laws regarding or relating to Recreation Members, the Glenmoor Association, Recreation Assessments, the Recreation Committee and/or Recreation Facilities shall not be amended unless such amendment is approved by the General Members holding at least two-thirds (2/3) of the total eligible votes in the Association and by the Recreation Members holding at least two-thirds (2/3) of the total eligible votes in the Glenmoor Association.

Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association. Any amendment duly certified shall be conclusively presumed to have been duly adopted in accordance with the Declaration and By-Laws. Owners whose voting rights have been suspended pursuant to the Declaration or these By-Laws shall not be counted as eligible votes toward the amendment requirement. Likewise, Recreation Members, whose voting rights have been suspended pursuant to the Glenmoor Declaration or the Glenmoor Bylaws shall not be counted as eligible votes toward the amendment requirement for issues on which they would otherwise be entitled to vote.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

15.

Article XII, Section 12.01(b) of the By-Laws shall be amended by deleting the address therein and substituting the following address therefore:

Brookwood Lake Homeowners Association, Inc.

PMB #146

3245 Peachtree Parkway

Suwanee, GA 30024

Article XII, Section 12.01 of the By-Laws shall be amended by adding the following Subsection (c)

thereto:

(c) if to a Recreation Member, at the address which the Glenmoor Subdivision has designated in writing for the Recreation Member and provided to the Brookwood Lake Board; however, notices regarding billing for Recreation Assessments shall be sent to the Glenmoor Association, not to individual Recreation Members.

IN WITNESS WHEREOF, the undersigned officers of the Brookwood Lake Homeowners Association, Inc., hereby certify that the above amendment to the By-Laws was duly adopted by the requisite majority of the Association membership.

This 25 day of May, 1999

**BROOKWOOD LAKE
HOMEOWNERS ASSOCIATION, INC.**

By: *William Steph*
President

Attest: *Jenni H Rowe*
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 3 day of
June, 1999

Jeresa Jurnel
Witness

Robert Creel
Notary Public

[NOTARY SEAL]

ROBERT CREEL
Notary Public Forsyth County, Georgia
My Commission Expires May 11, 2003