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Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Welssman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: George E. Nowack, Jr.

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 8468
Page 205

**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDWARD COMMUNITY
SERVICES ASSOCIATION, INC. AND BY-LAWS OF WINDWARD
COMMUNITY SERVICES ASSOCIATION, INC.**

WITNESSETH

WHEREAS, on March 16, 1983, Windward Properties, Inc., a Delaware Corporation, hereinafter referred to as Windward, recorded that certain Declaration of Covenants, Conditions, and Restrictions for Windward Community Services Association in Deed Book 8409, Page 331 et. seq. Fulton County, Georgia records; and

WHEREAS, the above referenced Declaration was amended by an instrument recorded on May 6, 1983, which instrument struck the above referenced Declaration in its entirety and substituted the certain Declaration of Covenants, Conditions, and Restrictions for Windward Community Services Association which is recorded in Deed

Book 8468, Page 205 et. seq. Fulton County, Georgia records (the Substituted Declaration is hereinafter referred to as the Declaration); and

WHEREAS, the Declaration was renewed for a 20-year period by a vote of the members as documented by the Extension of Declaration of Covenants, Conditions and Restrictions for Windward Community Services Association, Inc. recorded in Deed Book 33772, Page 692, of the Fulton County, Georgia, land records; and

WHEREAS, Article XIII Section 2 of the Declaration permits the Majority of the Class "A" Members to vote to amend the Declaration; and

WHEREAS, the By-Laws of the Windward Community Services Association, Inc. ("By-Laws") are recorded in Deed Book 8468, Page 235, of the Fulton County, Georgia, land records; and

WHEREAS, Article VI Section 7 of the By-Laws permits the Majority of the Class "A" Members to amend the By-Laws; and

WHEREAS, at least a Majority of the Class "A" Members voted to amend the Declaration and the By-Laws.

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1.

Article IX of the Declaration is amended by adding the following:

Section 6. Capital Contribution Assessment Upon Transfer of Residential Unit. Except as provided in the next sentence, in addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Residential Unit, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment"). The Capital Contribution assessment shall not apply where the conveyance or transfer

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of a Residential Unit is to the spouse or heir of the Owner and where a Residential Unit is conveyed or transferred to an Owner moving from another residence in Windward.

The Capital Contribution Assessment shall be One Thousand Dollars (\$1,000.00). The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific assessment against such Residential Unit, a continuing lien against such Residential Unit, and a personal obligation of the Owner of such Residential Unit.

2.

Article XIII of the Declaration is amended by adding the following:

Section 12. Security. The Association is not responsible for providing for the safety, security, protection or wellbeing of any person or property located anywhere in Windward. The Association's duty to maintain the Common Area does not include the obligation to prevent criminal acts. It shall be the exclusive responsibility of each Owner to take whatever action he or she believes to be necessary to keep himself or herself and his or her family members, tenants, guests, and invitees, as well as each Owner's real and personal property safe, protected and well off at all times, expressly including, but not limited to, while on Common Area.

3.

Article II of the Declaration is amended by adding the following:

Section 12. Action Taken Without a Meeting.

In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written ballot to every member entitled to vote on the matter.

The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot by whatever means is specified by the Board.

As required by Georgia law, all solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

4.

Article XIII Section 11 of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

The provisions of this Declaration were extended to May 6, 2023 by a vote of the Class A Members and recorded in Deed Book 33772 Page 692 of the Fulton County, Georgia land records. This Declaration shall automatically renew for successive periods of 20 years each, commencing on May 6, 2023, unless an instrument cancelling the Declaration is signed by 51% of the Owners and recorded in the office of the Clerk of the Superior Court of Fulton Georgia no sooner than, but within two years prior to the date of any automatic renewal.

5.

Article VI Section 5 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 5. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (1) Personal delivery to the addressee; or
- (2) United States mail, first class, postage prepaid; or
- (3) Electronic mail; or

(4) Facsimile; or

(5) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subsection (a) above shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(2) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or

(3) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

(c) Electronic Record Transmittal and Receipt.

(1) An electronic record is deemed sent when: (i) it is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; (ii) it is in a form capable of being processed by that system; and (iii) it enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

(2) Unless otherwise agreed between a sender and the recipient, an electronic record is received when: (i) it enters an information processing system that the recipient has designated or uses for receiving electronic records or information of the type sent and from which the

recipient is able to retrieve the electronic record; and (ii) it is in a form capable of being processed by that system.

6.

Article VI of the By-Laws is amended by adding the following:

Section 8. Electronic Communications.

(a) Electronic Transmission or Electronically Transmitted. "Electronic transmission" or "electronically transmitted" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. Electronic transmissions include, but are not limited to, telegraphs, telegrams, cablegrams, teletypes, e-mails, and facsimile transmissions.

(b) Written. Whenever the Declaration, By-Laws, Articles and rules require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic transmission.

(c) Electronic Signature. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Whenever these By-Laws require a signature on a document, record or instrument, an electronic signature satisfies that requirement if the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature, or the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

The Board of Directors may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who

negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonably attorneys' fees actually incurred and expenses incurred as a result of such acts.

7.

Article III Section 18 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 18. Action Without a Meeting. The Board of Directors can take action outside of a properly called meeting if a Majority of the eligible Directors consent in writing to such action. The action must be evidenced by one or more consents in writing or by electronic transmission describing the action, signed by no fewer than the required number of Directors and delivered to the Association for inclusion in the Minutes for filing with the corporate records reflecting the action taken. Action taken without a meeting shall be effective upon receipt of the consent of the Directors that causes the action to be approved by a Majority of the Directors.

8.

Article III Section 23 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 23. Fining and Suspension Procedure

(a) The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this subsection (a) shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if a Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(i) Notice. In the event the Board imposes a sanction for a violation of the Declaration or Bylaws or any Association rule, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon

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the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) Member Responsibility for Family Members, Guests, and Occupants. Each Member shall be responsible for ensuring that their family, guests, and tenants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned officers of the Windward Community Services Association, Inc., hereby certify that the above Amendments to the Declaration and By-Laws were duly adopted by the required majority of the Association and its membership, with property notices given.

This 15th day of APRIL, 2017.

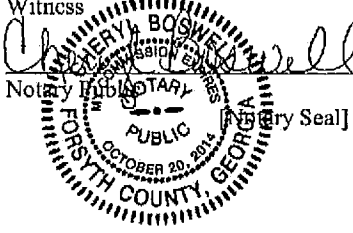
WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.

By: [Signature]
President

Sworn to and subscribed to before me this 15th day of April, 2017.

[Signature]
Witness

[Signature]
Notary Public

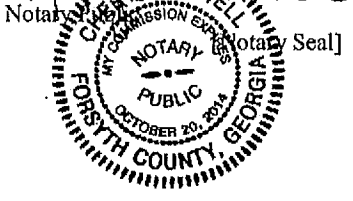


Attest: [Signature]
Secretary

Sworn to and subscribed to before me this 15th day of April, 2017.

[Signature]
Witness

[Signature]
Notary Public



I, Martine R. Zinnkas the undersigned, Secretary of the Windward Community Services Association, Inc., in accordance with Article XIII, Section 11 of the Declaration hereby certify that more than a majority of the Class A members of the Association duly approved the Extension of the Declaration for an additional period of twenty (20) years.

Martine R. Zinnkas
Secretary

Sworn to and subscribed to before me ⁴
this 1st day of April, 2014.

Deborah Hilliard
Witness

Cheryl Boswell
Notary Public

