

**STATE OF GEORGIA
COUNTY OF COBB**

Return To:

Rome & Goldin, P.C.

Attn: Michael Rome

707 Whitlock Ave., Ste E-15

Marietta, Georgia 30064

(770) 428-6002

Cross Reference: Deed Book 14290, Page 2377.

(Space Above Reserved for Recording Data)

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PACES FARM**

This Amendment to The Declaration of Covenants and Restrictions for Paces Farm Subdivision (“Amendment”) is made on the date hereinafter set forth by Paces Farm Community Association, Inc. (hereafter referred to as the “Association”).

WITNESSETH

WHEREAS, the Declaration of Covenants for Paces Farm Subdivision was recorded on February 16th, 2006, in Deed Book 14290, Page 2377, et seq., in the public land records of Cobb County, Georgia, as may have been amended from time to time (hereinafter collectively referred to as the “Declaration”); and

WHEREAS, Article XV, Section 4 provides for the amendment of the Declaration by a written consent of Owners holding at least sixty-seven percent (67%) of the Total Association Vote; and

WHEREAS, the Lot Owners wish to amend the Declaration; and

WHEREAS, Owners holding at least sixty-seven percent (67%) of the Total Association Vote consented in writing to the herein contained amendment, as affirmed to by the attached signature of the Association President, and attested to by the Association Secretary; and

WHEREAS, the amendment provided for herein are not material with respect to first Mortgagees in that they do not materially and adversely affect the security title or interest of any first Mortgagee; provided, however, in the event a court of competent jurisdiction determines that these amendments do materially and adversely affect the security title or interest of any first Mortgagee without such first Mortgagee’s consent to these amendments, then these amendments shall not be binding on the first Mortgagee so involved, unless such first Mortgagee consents to these amendments; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected first Mortgagees.

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

A new Section 37 is added to Article VIII as follows:

Section 37. Garbage Collection Consolidation. The Board may contract on behalf of the Association with a private trash company on an exclusive basis to pick up all usual and customary household garbage on a regular basis for all Lots, and if applicable, may contract with a private recycling company. The charges for the usual and customary garbage collection and/or recycling service shall not be a Common Expense, but instead shall be paid by each Lot Owner directly to the trash company and/or recycling company.

If legal action is not instituted to challenge the validity of this amendment to the Declaration within one (1) year of the recording thereof in the Cobb County, Georgia land records, then any such amendment shall be presumed to be validly approved and adopted. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance, hereby agrees that the Declaration may be amended as provided for in this Section.

IN WITNESS WHEREOF, this Amendment to the Declaration is executed by the undersigned Officers of the Association, and said Officers hereby attest under oath that after any required notice, written consents to this Amendment was obtained by at Owners holding at least sixty-seven percent (67%) of the Total Association Vote and said written consents were lawfully obtained.

This ____ day of _____, 20__.

Paces Farm Community Association, Inc.

Signature: _____
BY: _____, President
(Print Name)

ATTESTED TO BY:

Signature: _____
_____, Secretary [Corporate Seal]
(Print Name)

*Sworn to, signed, sealed and delivered
before me on the __ day of _____, 20__.*

NOTARY PUBLIC

[SEAL]