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Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox road, 4th Floor
Atlanta, Georgia 30326
Attn: Jay Lazega

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 10901
Page 323

**AMENDMENT TO RECREATIONAL EASEMENT AGREEMENT
AND COVENANT TO SHARE COSTS**

WHEREAS, a Recreational Easement Agreement and Covenant to Share Costs (the "Agreement") was recorded on December 27, 1994, in Deed Book 19091, Page 323, *et seq.*, Fulton County, Georgia records, creating certain use privileges in The Arbors at Henderson Village Homeowners Association, Inc. ("Arbors"), and its members, over certain property (the "Somerset Recreational Facilities" or "Facilities") owned by Somerset at Henderson Village Homeowners' Association, Inc. ("Somerset"); and

WHEREAS, Paragraph 11(c) of the Agreement provides for amendment of the Agreement with the written consent of Somerset, acting through its Board of Directors, and Arbors, acting through its Board of Directors; and

WHEREAS, Somerset and Arbors desire to amend the Agreement to modify and clarify certain provisions regarding use and operation of the Somerset Recreational Facilities, and the Boards of Directors of both Somerset and Arbors have agreed to this Amendment to the Agreement;

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

1.

Paragraph 1 of the Agreement is hereby amended by adding the following to the end of the last paragraph thereof:

In addition to the requirements specified above, two signatures are required on all checks for payments issued by the Facilities Committee for non-recurring expenses totaling \$500.00 or more. The Facilities Committee bookkeeper shall make all reasonable effort to acquire both signatures in a timely manner.

2.

Paragraph 2 of the Agreement is hereby amended by deleting sentences 4 and 5 therefrom and substituting the following:

Except as follows, Facilities Committee members shall not be directors of either Somerset or Arbors. Somerset or Arbors may appoint a director to temporarily fill a vacancy on the Facilities Committee, for not more than a total of 60 days, to temporarily fill a vacancy. Each member of the Committee shall have one (1) vote and all decisions of the Committee shall be determined by a majority vote. In the event of a tie vote, the Committee shall submit the matter to both Boards for resolution. In the event of a tie vote between the Boards, the matter will be referred back to the Committee for further consideration and resolution. If within ten (10) days the Committee cannot reach a resolution, the tie shall be broken by submitting the matter for resolution to the Board of Directors of Somerset.

The Committee is encouraged to rotate or alternate the chair position annually among Somerset and Arbors Committee Members. Committee Members will serve a one (1) year term and may be appointed or removed at the will of the individual Boards.

3.

Paragraph 3 of the Agreement is hereby amended by adding the phrase “, subject to the approval of both the Somerset and Arbors Boards of Directors” to the end of the last sentence thereof.

4.

Paragraph 6 of the Agreement is hereby amended by deleting the second paragraph thereof in its entirety and substituting the following therefor:

The proposed budget shall be submitted by the Facilities Committee to the Boards of Directors of Somerset and Arbors not later than September 30 of each year. If the Boards are unable to agree upon the budget then the budget shall be referred back to the Facilities Committee for revisions. The Facilities Committee will then present the revised budget to both the Arbors and Somerset Boards within fifteen (15) days. The Arbors and Somerset Boards will then meet within ten (10) days to review and discuss the budget to try in good faith to reach an agreement thereon. Until a budget is approved as provided in this Agreement, the budget for the previous year shall continue to be in effect.

5.

Paragraph 7(b) of the Agreement is hereby amended by adding the following to the end thereof:

The parties understand that The Arbors governing legal documents may limit yearly increases to five percent (5%) without a vote of the Arbors Members.

6.

Paragraph 8 of the Agreement is hereby amended by deleting the first two sentences thereof in its entirety and substituting the following therefor:

The Facilities Committee also shall determine and notify the Board of Directors of Somerset and the Board of Directors of The Arbors of the amount due to the Facilities Committee pursuant to Paragraph 7 above, and the due date of such assessment or installment thereof, by providing to both Boards a detailed invoice stating the current amount due, the date due, and the date on which late charges or fees will be assessed. Late fees will be incurred on the tenth day after the due date. The invoices are to be mailed fifteen (15) days prior to the due date to each entity.

7.

Paragraph 9 of the Agreement is hereby amended by adding the following to the end of the first sentence of the second paragraph thereof:

,and such person must be in good standing with their respective community association.

8.

Paragraph 10 of the Agreement is hereby amended by adding the following to the end thereof:

The Facilities Committee shall advise both the Arbors and Somerset Boards of Directors at least three (3) days prior to any suspension of a person's right to use and enjoy the facilities caused by violation of Facilities rules and regulations, except that such notice is not required when the suspension is being issued where a criminal act has occurred or where continued use by said persons may risk injury or death to any individual. In such cases, the Facilities Committee shall enforce the suspension and shall immediately inform both Boards of Directors as promptly as feasible after such suspension. A suspended individual shall have the opportunity to present a written appeal and request for a hearing to the Facilities Committee within thirty (30) days of the notification of such suspension. The Facilities Committee shall reply to the written appeal within ten (10) days of receipt of such appeal.

9.

Paragraph 11 of the Agreement is hereby amended by deleting the names and addresses of Jerold L. Schulman and Alfred I. Means, Jr. and substituting the following therefor:

Somerset at Henderson Village Homeowners' Association, Inc.
P.O. Box 176
Alpharetta, Georgia 30009

With a copy to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center – 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

The Arbors at Henderson Village Homeowners Association, Inc.
c/o Marge Neuman
2080 Brookridge Terrace
Alpharetta, Georgia 30004

IN WITNESS WHEREOF, the undersigned officers of the Somerset at Henderson Village Homeowners' Association, Inc., and The Arbors at Henderson Village Homeowners Association, Inc., hereby execute this Amendment to the Recreational Easement Agreement and Covenant to Share Costs under seal on the date noted below.

This _____ day of _____, 2005.

Sworn to and subscribed before
me this ___ day of _____,
2005.

**ASSOCIATION: SOMERSET AT HENDERSON
VILLAGE HOMEOWNERS'
ASSOCIATION, INC.**

Witness

By: _____(Seal)
President

Notary Public

Attest: _____(Seal)
Secretary

[Notary Seal]

[Corporate Seal]

Sworn to and subscribed before
me this ___ day of _____,
2005.

**ASSOCIATION: THE ARBORS AT HENDERSON
VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

Witness

By: _____(Seal)
President

Notary Public

Attest: _____(Seal)
Secretary

[Notary Seal]

[Corporate Seal]