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One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
ATTN: George E. Nowack, Jr.

Cross Reference:
Deed Book 3097, Page 98
Deed Book 3334, Page 468
Deed Book 4710, Page 364

STATE OF GEORGIA
COUNTY OF DEKALB

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MAINSTREET
AND SUBMISSION TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION, ACT**

This Amendment to the Declaration of Covenants and Restrictions for Mainstreet and Submission to the Georgia Property Owners' Association Act (hereinafter referred to as the "Amendment") is made on the date first set below by Mainstreet Community Services Association, Inc., a nonprofit Georgia corporation.

WITNESSETH:

WHEREAS, on November 9, 1973, Irwin-Probst-Cohn, a Georgia Partnership, executed that certain Declaration of Covenants and Restrictions for Mainstreet, recorded in Deed Book 3097, Page 98, *et seq.*, DeKalb County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, the Declaration has been amended and supplemented from time to time by various instruments, including but not limited to, (1) that certain Amendment to Declaration of Covenants and Restrictions for Mainstreet and Supplemental Declarations thereto, executed on May 13, 1975 and recorded in Deed Book 3334, Page 468, *et seq.*; and (2) that certain Amendment to the Master Declaration of Covenants and Restrictions for Mainstreet, executed on November 11, 1982 and recorded in Deed Book 4710, Page 364, *et seq.*

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS DUE ON LOTS.

WHEREAS, Mainstreet Community Services Association, Inc., is the Association defined within Article I, Section 2 of the Declaration in Deed Book 3097, Page 99 (hereinafter referred to as the "Association");

WHEREAS, the amendment procedures set forth within Article VIII, Section 2 of the Declaration in Deed Book 4710, Page 365 states the following:

This Declaration may be amended at any time by an instrument introduced to and approved by the Board of Directors of the Mainstreet Community Services Association, Inc. and approved in writing by the Class C Member, and by a majority vote of seventy-five (75%) percent of the owners, either in person or by proxy, at a special meeting called for that purpose, having been duly notified of same. In the event the required percentage of owners as stated first above is not forthcoming at the first meeting, the meeting may be adjourned and re-convened, without further notification, to another time no sooner than twenty-four (24) hours from the first meeting, and the percentage requirement shall be reduced by twenty-five (25%) percent for each subsequent meeting until the matter shall be decided, provided however that a minimum of one-hundred (100) votes shall be cast;

WHEREAS, the amendment procedures set forth within Article VIII, Section 2 of the Declaration further require the approval of the FHA or VA, as long as there is the Class C Member, in order to amend the Declaration;

WHEREAS, the Class C Member, as that term is defined in the Declaration in Deed Book 3334, Pages 469-470, expired on January 1, 1985;

WHEREAS, the requirement that this Amendment be approved by the Class C Member and by the FHA or VA has expired;

WHEREAS, the Board of Directors has introduced and approved this amendment;

WHEREAS, the requisite number of votes set forth within Article VIII, Section 2 of the Declaration have approved this Amendment;

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

1.

Article I, Section 8 is hereby deleted in its entirety and the following is substituted therefor:

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Areas as heretofore defined. The term shall include a condominium Living Unit if such may occur. Such real property shall be owned in fee simple and subject to the provisions of this Declaration and the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq.

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2.

Article I is hereby amended by adding the following as a new section to the end thereof:

Section 15. The Properties subjected to this Declaration constitute a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie, 1982), as such act may be amended from time to time.

3.

Article I is hereby amended by adding the following language as a new section to the end thereof:

Section 16. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

4.

Article III, Section 2 is hereby deleted in its entirety and the following is substituted therefor:

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots and Living Units. Each Lot (including a Living Unit) shall be entitled to one vote, which vote may be cast by the Owner, the Owner's spouse or by a lawful proxy as provided herein, provided, however, the aggregate votes of Owners of Apartment Living Units shall not exceed the number of votes cast by all other members of Class A.

(b) Class B. Class B members shall be Owners of non-residential Lots and shall be entitled to one vote for each 500 square feet of office and professional space they own.

(c) When more than one Person owns a Lot, Living Unit or non-residential Lot the vote for such Lot, Living Unit or non-residential Lot shall be exercised as they determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot, Living Unit or non-residential Lot. If only one co-Owner or only an Owner's spouse attempts to cast the vote for a Lot, Living Unit or non-residential Lot it shall be conclusively presumed that such vote is authorized. If the co-Owners or an Owner and his or her spouse disagree about how to cast the vote, and two or more of them attempt to cast the vote, such Persons shall not be recognized and such votes shall not be counted.

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5.

Article V is hereby deleted in its entirety and the following new Article V is substituted therefor:

ARTICLE V
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. 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.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, Living Unit or non-residential 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 special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder.

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, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Area, 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.

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. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the DeKalb County, Georgia records evidencing the lien created under the Act and this Declaration. The lien shall be superior to all liens, except those liens enumerated in O.C.G.A. Section 44-3-232.

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Section 3. Parcel Assessments.

(a) Purpose of Assessment. Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given parcel.

(b) Method of Assessment. The assessment shall be levied by the Association against Lots, Living Units or non-residential Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel and collected and dispersed by the Association. The Board shall fix the annual Parcel assessment for each Parcel and date(s) such assessments become due. The Board may provide for collection of Parcel assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of one or more installments, the entire balance of said assessments may be accelerated at the option of the Board and be declared due and payable in full.

Section 4. Individual Assessments. Except as provided below or elsewhere in the Act or the Declaration or the Bylaws, the amount of all common expenses shall be assessed against all Lots equally.

Notwithstanding the above, the Board of Directors shall have the power to assess specific special assessments pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots, Living Units or non-residential Lots or significantly disproportionately benefiting all Lots, Living Units or non-residential Lots may be specially assessed equitably among all of the Lots, Living Units or non-residential Lots which are benefited according to the benefit received.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots, Living Units or non-residential Lots or by the licensees or invitees of same actually may be specially assessed against such Lot(s), Living Units or non-residential Lots including attorney's fees actually incurred by the Association, in enforcing the Declaration, Bylaws or Association rules and regulations.

For purposes of this Section, nonuse shall constitute a benefit to less than all Lots, Living Units or non-residential Lots or a significant disproportionate benefit among all Lots, Living Units or non-residential Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

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Section 5. 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 any assessments or any other charge, 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.

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

(b) If 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, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year, unless reinstated in the Board's discretion.

If assessments, fines or 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 Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Area (provided, however, the Board may not deny ingress or egress to or from the Lot).

Section 6. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The maximum annual assessment may be increased by the Board at any time and from time to time during each assessment year, but no more than twenty-five (25%) percent above the maximum annual assessment for the previous year; provided, however, the maximum annual assessment for each assessment year may at any time and from time to time be increased more than twenty-five (25%) percent above

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the maximum annual assessment for the previous assessment year if such increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Association 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.

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. However, the Board may propose a new or adjusted 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 Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessments.

Section 7. Special Assessments.

(a) In addition to other assessments authorized herein, the Board may at any time levy a special assessment against all Owners, provided that such special assessment shall have first been approved by a two-thirds (2/3) vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

(b) Special Parcel Assessment. In addition to the annual assessments above, the Association may levy in any assessment year a special assessment against the lots of a Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall be first approved by a two-thirds (2/3) vote of the Owners of the Lots in the Parcel who are voting in person or by proxy at a meeting duly called for that purpose.

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Section 8. 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 such Lot. The Association shall respond in writing within five (5) business 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 assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

6.

Article VI is hereby amended by adding the following as new sections to the end thereof:

Section 5. Basketball Goals. No portable or temporary basketball goals or backboards shall be erected or placed without the prior written consent of the Architectural Review Board.

Section 6. Signs. Except as may be required by legal proceedings, and except for signs which may be posted by the Association, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected or placed by an Owner, occupant or other person, or permitted to remain on the Properties without the prior written permission of the Architectural Review Board.

7.

Article VII, Section 1(a) is hereby amended by adding the following to the end thereof:

Except in non-residential Lots, no trade or business of any kind may be conducted in a Lot or Living Unit, except as provided herein. An Owner of a Lot or Living Unit may conduct ancillary business activities within the Lot or Living Unit so long as:

- (1) Operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Lot or Living Unit;
- (2) The business activity does not involve visitation of the Lot or Living Unit by employees, clients, customers, suppliers or other business invitees in a greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

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- (3) The business activity is legal and conforms to all zoning requirements for the community;
- (4) The business activity does not increase traffic in the community in excess of what would normally be expected for a residential dwelling in the community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- (5) The business activity does not increase the insurance premium paid by the Association or otherwise affect the Association's ability to obtain insurance coverage;
- (6) The business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use or threaten the security of the safety of other residents in the community, as determined in the Board's discretion; and
- (7) The business activity does not result in a materially greater use of Common Area facilities for Association services.

The terms "Business" and "Trade," as used in this provision shall have their ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the use of a Lot or Living Unit by an onsite management company operating on behalf of the Association shall not be considered a Trade or Business within the meaning of this subparagraph.

8.

Article VII is hereby amended by adding the following as a new subsection to the end thereof:

(f) In the Board's discretion, the Board has the authority to enforce current Dekalb County ordinances, including, but not limited to, those related to occupancy restrictions, animal guidelines and zoning.

9.

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Article VIII, Section 1 is hereby deleted in its entirety and the following is substituted therefor:

Section 1. Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act.

10.

Article VIII, Section 2 is hereby deleted in its entirety and the following is substituted therefor:

Section 2. Amendment. 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 sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any deed to secure debt encumbering any Lot or Common Area affected thereby unless such holder shall consent in writing thereto. 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 filed in the DeKalb County, Georgia, land records.

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").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the DeKalb County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

11.

Article VIII, Section 3 of the Declaration is hereby amended by deleting that section in its entirety and substituting the following therefor:

Section 3. Enforcement. The Association shall have the power to enforce use restrictions, Declaration and By-Laws provisions, and rules and regulations by imposing reasonable monetary fines, and suspending use and voting privileges, as

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provided herein and in Section 44-3-223 of the Act. In any such enforcement action, the Association may assess the violating Owner and Lot all costs thereof, including reasonable attorney's fees actually incurred. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Mainstreet Community Services Association, Inc., a Georgia nonprofit corporation (the "Association"), hereby swear that this Amendment to the Declaration of Covenants and Restrictions for Mainstreet was duly adopted by the Board of Directors of the Association.

Dated this 19 day of DECEMBER, 2006.

Winfrey F. Pierce
Signature of President
Print Name: WINFREY F. PIERCE

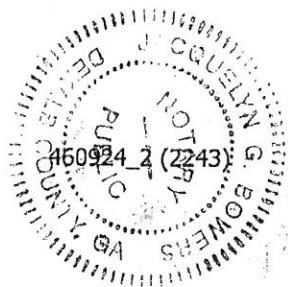
Brenda C. Johnson
Signature of Secretary
Print Name: Brenda C. Johnson

Sworn to and subscribed before me
this 19 day of December, 2006.

Witness: Alma Mundine

Jacquelyn G. Bowers
Notary Public
My Commission Expires:

Notary Public, DeKalb County, Georgia
Jacquelyn G. Bowers
My Commission Expires
August 21st 2009



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