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CLERK OF SUPERIOR COURT Cobb Cty. GA.

Return To:  
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3520 Piedmont Road, N.E., Suite 415  
Atlanta, Georgia 30305 Attn: JPL

[Space Above Reserved for Recording Data]

STATE OF GEORGIA  
COUNTY OF COBB

Cross Reference: Deed Book: 6685  
Page: 330

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUSTIN LAKE SUBDIVISION**

WHEREAS, Austin Lake Development Company ("Declarant") filed that certain Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision which was re-recorded (to correct a typographical error in the original recorded document) on June 10, 1992, in Deed Book 6685, Page 330, *et seq.*, Cobb County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article Ten, Section 10.10 (d) of the Declaration provides that the Declaration may be amended by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots and by the Declarant so long as the Declarant still owns real property subject to the Declaration; and

WHEREAS, the Declarant no longer owns real property subject to the Declaration; and

WHEREAS, at least seventy-five percent (75%) of the Owners of Lots have agreed to this amendment as evidenced by the consent forms attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article One of the Declaration is hereby amended by adding the following new Section 1.10 thereto:

Section 1.10 "**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. This Declaration and the Community are hereby submitted to the Act. The Community constitutes a residential property owners development which hereby submits to the Act. In addition to all rights and powers afforded to the Board under this Declaration and all other legal instruments of the Association, the Board shall have all rights and powers afforded under the Act and Georgia law, including but not limited to the right to impose fines for violations of this Declaration and all other legal instruments of the Association. In any action taken by the Association to enforce the Declaration and all other legal instruments of the Association, the Association shall be entitled to recover from the violating Owner all costs incurred by the Association, including, but not limited to,

**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/CHARGES DUE ON LOTS.**



attorneys' fees actually incurred by the Association. Any such fines and/or attorneys' fees shall constitute a lien against the violating Owner's Lot.

2.

Article Two of the Declaration is hereby amended by adding the following new Section 2.03 thereto:

**Section 2.03 Submission to the Act** This Declaration and the Property are hereby submitted to the Act. The Property constitutes 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 Six, Sections 6.01, 6.07, 6.08 and 6.09 of the Declaration are hereby deleted in their entireties and the following Sections are substituted therefor:

**Section 6.01. Creation of the Lien and Personal Obligation for Contributions.** 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 contributions or charges; (ii) special contributions provided for herein; and (iii) specific special contributions which may be assessed under this Declaration or as permitted under Section 44-3-225(a) of the Act, including, but not limited to, reasonable fines imposed by the Board for violations of the Declaration and all other legal instruments of the Association. Except as provided herein and/or in the Act, contributions shall be paid in such manner and on such dates as are fixed by the Board of Directors. The term "contributions" as used in this Declaration shall mean and refer to the same type of charges as reflected by the term "assessments" as used in the Act.

All such contributions, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot and Lot Owner against which each contribution is made. Such amounts shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the contribution fell due. Each Owner and his or her grantee shall be jointly and severally liable for all contributions and charges due and payable at the time of any conveyance as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Cobb County, Georgia land records evidencing the lien created under the Act and this Declaration. Contributions 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 contributions, for any reason whatsoever.

**Section 6.07 Delinquent Contributions.** All contributions and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any contribution or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (1) the Board may accelerate any unpaid installments of the annual contribution or other contributions, if paid in installments; (2) a late charge equal to the greater of \$10.00 or 10% 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; (3) interest at the rate of 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date; (4) the Board may suspend voting privileges and/or Recreation Area use privileges of the delinquent Owner, Lot and occupants and common services provided by the Association to the Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and/or (6) the Board may take any other lawful action authorized under this Declaration, all other legal instruments of the Association, or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred by the Association in collecting any sums owed hereunder.



If part payment of contributions or other charges is made, the Board may apply the amount received first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent contributions and then to current contributions. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent contributions or charges.

If the voting rights for a Lot have been suspended under this Declaration or the other legal instruments of the Association, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy, on any matter requiring or permitting a vote of the Owners or members under this Declaration or the other legal instruments of the Association; (2) act as proxy for any other member; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a director (if serving on the Board of Directors). In establishing the total number of votes required for a quorum, or any other purposes under this Declaration or the other legal instruments of the Association, such Lot shall not be counted as an eligible vote and shall not be counted for purposes of determining the total number of Lots, Owners or members on which to base the calculation of a quorum, majority or other specified voting threshold.

**Section 6.08 Certificates.** 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 contributions and charges due and unpaid, including, but not limited to, any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of contributions due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the sale or conveyance of any Lot or the issuance of any Mortgage on such Lot.

**Section 6.09. Lien Priority.** The lien provided for herein shall have priority as provided in the Act.

4.

**Article Eight, Section 8.01 of the Declaration is hereby amended by adding the following new subsection (d) thereto:**

(d) Exercise all rights and powers afforded to the Board and/or the Association under the Act and Georgia law.

5.

**Article Nine, Section 9.01 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:**

**Section 9.01. Duration.** The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

6.

**Article Ten, Section 10.10 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:**

**Section 10.10 Amendment.** Except where a higher vote is required for action under any other provision of this Declaration or other legal instruments of the Association, or under the Act, this Declaration may be amended with the approval of Owners holding 2/3 of the total eligible Association vote. 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 the Cobb 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 any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, all other legal instruments of the Association, and applicable laws.

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Cobb County, Georgia land records.

IN WITNESS WHEREOF, the undersigned officers of the Austin Lake Homeowner's Association, Inc. hereby certify that the above amendments to the Declaration were duly adopted by at least seventy-five percent (75%) of the Owners of Lots in Austin Lake as evidenced by such owners' agreements to this amendment attached hereto and incorporated herein as Exhibit "A".

This 7<sup>th</sup> day of June, 2012.

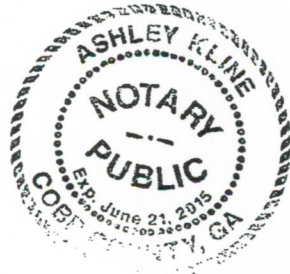
Sworn to and subscribed before me this 7<sup>th</sup> day of June, 2012.

AK

[Signature]  
Witness

[Signature]  
Notary Public

[Notary Seal]



AUSTIN LAKE HOMEOWNER'S ASSOCIATION, INC.

By: [Signature] (Seal)  
President

Attest: [Signature] (Seal)  
Secretary

[Corporate Seal]