
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Rob Stein

STATE OF GEORGIA
COUNTY OF COBB

CROSS REFERENCE: Deed Book 12472
Page 141

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR EAST PARK**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for East Park was recorded on May 7, 1999, in Deed Book 12472, Page 141, *et seq.*, Cobb County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article XVI, Section 16.2 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the East Park Community Association, Inc. ("Association") holding two-thirds (2/3) of the total Association vote; and

WHEREAS, members of the Association holding at least two-thirds (2/3) of the total Association vote desire to amend the Declaration and have approved this Amendment; and

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions for East Park is hereby amended as follows:

1.

The Preamble to the Declaration is hereby amended by deleting the phrase "*and the Association is not subject to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220*" therefrom.

2.

**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.**

Article I, Section 1.9 of the Declaration is hereby amended by adding the following to the end thereof:

The Community 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 I of the Declaration is hereby amended by adding the following Section 1.29 thereto:

1.29. "Act": 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 IV, Section 4.3 of the Declaration is hereby amended by deleting the last sentence of the first paragraph thereof and substituting the following therefor:

The Board also shall have the authority to enforce the Governing Documents by suspending Common Area use privileges and voting privileges, and suspending services paid for as a Common Expense, including any water service paid for by the Association, as provided herein and in Section 44-3-223 of the Act. In any enforcement action hereunder, the Association may assess the violating Owner and Unit 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.

5.

Article VIII, Section 8.1(b) of the Declaration is hereby amended by deleting the first paragraph thereof in its entirety and substituting the following therefor:

All assessments provided for herein, together with charges, late 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 Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit 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. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

6.

Article VIII, Section 8.7 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

8.7. Specific Assessments. In addition to the other assessments provided for herein, the Board of Directors shall have the power to levy specific assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future. Specific assessments may be levied against Owners or Neighborhoods as follows:

(a) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units, such as special services provided to individual Owners or Neighborhoods on request or

under the Governing Documents, may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

(b) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit(s) may be specially assessed against such Unit(s), including attorney's fees incurred by the Association in enforcing the Declaration, By-Laws or Association rules.

7.

Article VIII, Section 8.8 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

8.8. Lien Priority. The lien provided for herein shall have priority as provided in the Act.

8.

Article VIII of the Declaration is hereby amended by adding the following Section 8.12 thereto:

8.12. 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 assessment or other charge, or any part thereof, is not paid in full within ten (10) days of the due date, 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 may be permitted by the Act shall accrue from the due date.

If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to 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, then, after ten (10) days written notice, the Board may accelerate and declare immediately due any installments of the annual assessment and any special assessment, as provided in Section 8.1 above.

(c) If assessments and 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 By-Laws, the Act and Georgia law and suspend the Owner's and occupant's right to use the Common Area.

(d) If any assessment, fine or other charge is delinquent for sixty (60) days or more, in addition to all other rights provided herein and in the Act, the Association shall have the right upon thirty (30) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services paid for as a Common Expense, including, but not limited to, water service, to that Unit until such time as the delinquent assessments and all costs incurred by the Association pursuant to this Article, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or other service, including reasonable attorney's fees, shall be an assessment against the Unit.

9.

Article XVI, Sections 16.1 and 16.2 of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor:

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

16.2. Amendments. 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, unless the Act permits amendment by a lesser percentage, in which case 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 a majority of the total eligible vote thereof. 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 Cobb County, Georgia land records.

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 Cobb County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

IN WITNESS WHEREOF, the undersigned officers of the East Park Community Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with proper notices given.

This 17th day of December, 20 11.

**ASSOCIATION: EAST PARK COMMUNITY
ASSOCIATION, INC.**

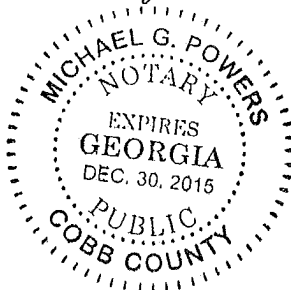
Sworn to and subscribed before me
this 17th day of Dec., 20 11.

Witness

Notary Public

[Notary Seal]

JSL:340857_1.DOC (9209)



By:

Ronald B. Bohlander (Seal)
President

Attest:

John DiPetrillo (Seal)
Secretary

[Corporate Seal]