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STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 3609
Page 70

Cross Reference: Deed Book 14187
Page 525

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GLENLEIGH HOMEOWNERS ASSOCIATION AND BY-LAWS OF GLENLEIGH HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Glenleigh Homeowners Association was recorded on August 16, 1985, in Deed Book 3609, Page 70, *et seq.*, Cobb County, Georgia land records, as supplemented and amended ("Declaration"); and

WHEREAS, the Declaration was renewed by the recording of the Renewal for the Declaration of Covenants, Conditions, and Restrictions for Glenleigh Homeowners Association on July 10, 2005 in Deed Book 14187, Page 525, *et seq.*, Cobb County, Georgia land records; and

WHEREAS, the By-Laws of Glenleigh Homeowners Association, Inc. ("By-Laws") are recorded as Exhibit "D" to the Declaration; and

WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the Owners and the consent, of the Declarant, so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX of the Declaration; and

WHEREAS, Article VI, Section 4 of the By-Laws provides that the amendment provisions of the Declaration shall also apply to the By-Laws; and

WHEREAS, the Declarant no longer has a unilateral option to subject additional property to the Declaration pursuant to Article IX of the Declaration; and

WHEREAS, a majority of the Owners in the Glenleigh Homeowners Association, Inc. ("Association") have consented and approved Paragraphs 1, 2, 3, 6, 7, 8 and 9 of the Amendment to submit the Declaration to the Georgia Property Owners' Association Act ("Act") and Owners holding at least 2/3 of the Total Association Vote have consented and approved Paragraphs 4 and 5 of the Amendment;

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

1.

Article II, Section 1 of the Declaration is hereby amended by adding the following sentence to the end thereof:

> This Community constitutes a residential property owners' development which hereby submits to and inures the benefits of 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 AMENDMENT SUBMITS THE COMMUNITY AND THE GOVERNING DOCUMENTS OF GLENLEIGH HOMEOWNERS ASSOCIATION, INC. 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.

2.

Exhibit "A" to the Declaration is hereby amended by adding the following new subsections (m) and (n) to the end thereof:

(m) **"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. The Association shall have all enforcement powers authorized under the Act.

(n) **"Total Association Vote"** shall mean the votes attributable to the entire membership of the Association eligible to vote as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. Any Owner whose voting rights have been suspended by the Association's Board of Director shall be ineligible to vote and shall not count towards the Total Association Vote.

3.

Article IV of the Declaration is hereby deleted in its entirety and the following new Article IV is substituted therefor:

ARTICLE IV
ASSESSMENTS

Section 1. Purpose of Assessments. The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Association, the Owners, or the Community.

Section 2. Creation of the Lien and Personal Obligations for Assessments. 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: (a) annual assessments or charges; (b) special assessments, to be established and collected as hereinafter provided; (c) specific assessments which may be assessed hereunder and in accordance with Section 44-3-225(a) of the Act, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration or the By-Laws and reasonable attorney's fees actually incurred by the Association in enforcement of any provision of the By-Laws, Declaration or Association rules; and (d) other assessments and charges provided for in this Declaration. 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.

All such assessments and charges, together with late charges, interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and if the Board of Directors so elects, rents, in the maximum amounts permitted under the Act, shall be a charge on the Lot and a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Owner of the Lot against which each assessment is made. 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 of the Lot. The Association, in the Board of Directors' 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. The lien provided for herein shall have priority as provided in the Act and may be foreclosed upon as provided in the Act.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation to all other rights it may have herein or otherwise to enforce the provisions of the Declaration, By-Laws, rules and regulations by imposing reasonable monetary fines.

All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (a) the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments; (b) 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; (c) 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; (d) the Board may suspend

voting rights, Common Property use rights, membership rights, and Association-provided services to the Lot; (e) the Board may bring legal action against the Owner to collect all sums owed under this Declaration and/or to foreclose its lien; and (f) the Board may take any other lawful action authorized under this Declaration, the By-Laws or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred, whether incurred prejudgment or post-judgment, by the Association in collecting any sums owed hereunder.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. All payments shall be applied first to costs, including, but not limited to, attorneys' fees, then to late charges, then to interest, and then to delinquent assessments. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 3. Effect of Non-Payment of Assessments; Remedies of the Association. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or 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, then: (a) the Board may accelerate any unpaid installments of the annual assessment or other assessments; (b) 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; (c) 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; (d) the Board may, without further notice or hearing, suspend the membership rights of the delinquent Owner, including without limitation, the right to vote and the right of enjoyment in and to the Common Property; (e) the Board may bring legal action against the Owner to collect all sums owed under this Declaration and/or to foreclose its lien; and (f) the Board may take any other lawful action authorized under this Declaration, the By-Laws or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees, including, but not limited to post-judgment attorney's fees, actually incurred, whether incurred prejudgment or post-judgment, by the Association in collecting any sums owed hereunder.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure or alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

If part payment of assessments or other charges is made, the Board of Directors 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 assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 4. Special Assessments. In addition to the above and other assessments and charges authorized under this Declaration and the By-Laws, the Board may at any time levy a special assessment against all Owners, with notice thereof sent to all Owners. However, any special assessment, which would cause the total of special assessments levied against any Lot in one calendar year to exceed the amount of the annual assessment applicable to that Lot, must first be approved by at least a majority of the Total Association Vote by ballot or written consent under the By-Laws, or present or represented by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

Section 5. Specific Assessments. In addition to the above and other assessments authorized under this Declaration or the By-laws, the Board may levy specific assessments provided for herein, including but not limited to fines for violations of the Declaration, By-Laws, and/or Association rules and regulations.

If any Owner or occupant, or any family member, guest, licensee or invitee of a Owner or Occupant, violates the Declaration, By-Laws, and/or Association rules and regulations, then in addition to

all other remedies available to the Association under this Declaration, the By-Laws, and Georgia law, the Association may levy reasonable fines against the Owner and/or Occupant. Fines assessed by the Association shall constitute specific assessments hereunder. The Board may establish fining policies, procedures, and amounts.

In addition to the above, the Board may levy specific assessments against individual Owners and Lots, or less than all Owners or Lots, for the following:

(a) Expenses incurred or anticipated to be incurred by the Association occasioned by the conduct of individual Owners or Occupants, or their family members, guests, licensees, or invitees, including but not limited to, attorneys' fees incurred by the Association in enforcing the Declaration, By-Laws or Association rules;

(b) Expenses incurred by Association contracting for services associated with or related to conduct or activities of individual Owners or Occupants, or their family members, guests, licensees, or invitees; and/or

(c) Expenses which benefit individual, but not all, Lots or Owners (other than expenses for routine maintenance and repair of the Common Property); and/or

(d) Expenses otherwise allowed by O.C.G.A. Section 44-3-225.

Section 6. Foreclosure Administration Fee. It is recognized that foreclosures of Mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of Mortgages and legal periodicals to determine when foreclosures occur, searching the Cobb County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, disproportionate numbers of and incidents of updates to Association records related to a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclose sale of the Mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Cobb County, Georgia records, in an amount not to exceed twice the annual assessment applicable at such time. The amount of the Foreclosure Administration Fee shall be determined by Board resolution and shall constitute a specific assessment as described in this Declaration.

Section 7. Computation of Operating Budget and Annual Assessment. To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall make the budget available to the Owners at least 30 days before the due date of such assessment, or the first installment thereof. The Board may post the budget on an Association website as a means of making the budget available to the Owners. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove the budget and assessment at a duly called membership meeting held before the first installment due date for such assessment.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget and annual assessment then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget and revised annual assessment at any time during the year following the procedure specified above.

Section 8. Statement of Account. Any Owner, Mortgagee, or a Person or entity 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 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 (5) 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 assessments 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 9. Initiation Fee. Effective as of the date of recording of this amendment, upon any conveyance or transfer of a Lot, other than to the spouse, child, or heir of the Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated assessment ("Initiation Fee"). The amount of said Initiation Fee shall be equal to two-times the then-current annual assessment however, this amount may be changed periodically by a duly adopted resolution of the Board of Directors. The initiation fee shall not constitute an advance payment of the annual assessment and shall be in addition to all other assessments and charges authorized under the Declaration and the Act. The Initiation Fee shall constitute a specific assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

4.

Article XII, Section 1 of the Declaration is hereby amended by adding the following sentence to the end thereof:

In addition to all other enforcement powers granted under the Declaration, By-Laws, any rules and regulations promulgated thereunder, and Georgia law, the Association shall also have all enforcement powers authorized under the Act.

5.

Article XII, Sections 3 and 4 of the Declaration are hereby deleted in their entirety and the following new Sections 3 and 4 are substituted therefor:

Section 3. Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually and to the extent provided in the Act.

Section 4. Amendment. Except where a higher vote is required for action under any other provisions of this Declaration, the By-Laws or by the Act, this Declaration and the By-Laws may be amended with the affirmative vote, written consent, or any combination thereof of Owners holding at least two-thirds (2/3) of the Total Association Vote, or any lower percentage authorized by the Act. 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 and the By-Laws 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, the By-Laws, the Articles, and applicable laws.

No person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the By-Laws more than one (1) year after the recording thereof in the Cobb County, Georgia land records.

6.

Article XII is hereby amended by adding the following new Section 20 to the end thereof:

Section 20. Security. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY, SAFETY OR HEALTH IN THE COMMUNITY. EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER OCCUPANTS, TENANTS, GUESTS, LICENSES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OR GUARANTOR OF SAFETY, HEALTH, OR SECURITY. THE ASSOCIATION HAS NO DUTY TO PROVIDE SECURITY IN THE COMMUNITY OR TO PROVIDE ANY MEASURES THAT MAY

PREVENT THE SPREAD OF ANY COMMUNICABLE DISEASE OR OTHER HEALTH RISK. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT OWNERS, OCCUPANTS, AND OTHER PEOPLE WILL NOT COMMIT CRIMINAL ACTS IN THE COMMUNITY OR THAT UNAUTHORIZED PEOPLE WILL NOT GAIN ACCESS TO THE COMMUNITY. SIMILARLY, THE ASSOCIATION DOES NOT GUARANTEE THAT OWNERS, OCCUPANTS, AND OTHERS WILL NOT BE EXPOSED TO ANY HEALTH RISK OR COMMUNICABLE DISEASE IN THE COMMUNITY, WHETHER KNOWN OR UNKNOWN BY THE ASSOCIATION, OR THAT SUCH PARTIES WILL EXPOSE OTHER PARTIES TO ANY AND ALL HEALTH RISKS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON, HEALTH, AND PROPERTY, AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY, INCLUDING THE PROTECTION OF ONES' HEALTH FROM ANY EXPOSURE TO ANY HEALTH RISK, KNOWN OR UNKNOWN, SHALL LIE SOLELY WITH EACH OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR FAILURE TO PROVIDE MEASURES INTENDED TO REDUCE THE SPREAD OF OR EXPOSURE TO ANY DISEASE, KNOWN OR UNKNOWN, OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

7.

Article II, Section 4 of the By-Laws is hereby deleted in its entirety and the following new Section 4 is substituted therefor:

Section 4. Notice of Meetings. A member of the Board of Directors shall give notice of each annual or special membership meeting to the record Owner or Owners of each Lot, or to the Lot address, at least twenty-one (21) days prior to each annual membership meeting and at least seven (7) days prior to each special membership meeting. The notice shall state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice. Giving notice as provided in these By-Laws shall be considered proper service of notice.

IN WITNESS WHEREOF, the undersigned duly authorized officers of Glenleigh Homeowners Association, Inc. hereby certify that the above amendment to submit the Declaration to the Act was duly adopted by at least a majority of the Owners within the Association and that the above remaining amendments were adopted by Owners holding at least 2/3 of the Total Association Vote, with any required notices properly given, that they are authorized to execute this document, and that their signatures below are genuine.

This 15 day of November, 2024

GLENLEIGH HOMEOWNERS ASSOCIATION, INC., a Georgia Nonprofit Corporation

Sworn to and subscribed before me this
14th day of November 2024.

Verne Edwards
Witness

By: _____ (Seal)
President

Print: BART A. RINSKENBERG

VERNE JOY EDWARDS
Notary Public, Georgia
Cobb County
My Commission Expires
11/30/25

Notary Public

[Notary Seal]

Sworn to and subscribed before me this
14th day of November, 2024.

Verne Edwards
Witness

By: _____ (Seal)
Secretary

Print: STEPHEN M. GIOVINELLO

VERNE JOY EDWARDS
Notary Public, Georgia
Cobb County
My Commission Expires
11/30/25

Notary Public

[Notary Seal] [Corporate Seal]