



Jay C. Stephenson
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Return to: Lazega & Johanson LLC
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Atlanta, Georgia 30305 Attention: Jay Lazega

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 13544
Page 460

**AMENDMENT
TO THE
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CREEKSIDE AT VININGS
AND TO THE
BYLAWS OF CREEKSIDE AT VININGS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Creekside at Vinings was recorded on June 4, 2002, in Deed Book 13544, Page 460, *et seq.*, Cobb County, Georgia Records ("Declaration"), as amended; and

WHEREAS, the Bylaws of Creekside at Vinings Homeowners Association, Inc. ("Bylaws") are recorded as Exhibit "C" to the Declaration; and

WHEREAS, Article 12, Section 12.6 of the Declaration and Article __, Section __ of the Bylaws provide for amendment of the Declaration and Bylaws by the Board of Directors of the Creekside at Vinings Homeowners Association, Inc. ("Association"), to bring Creekside at Vinings under, and submit Creekside at Vinings to, the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* ("POA"), without a vote of the Association membership; and

WHEREAS, the Board of Directors of the Association desires to amend the Declaration and Bylaws to submit and conform to the POA and has approved this Amendment;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1.

Article 1, Section 1.6 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.

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 UNITS.

Article 1 of the Declaration is hereby amended by adding the following Section 1.17 thereto:

1.17 Act. "Act" means 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 4, Section 4.01 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

4.1 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, 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 provided for herein; and (iii) specific special 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 Bylaws.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), 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 and Unit Owner against which each assessment is made. Such amounts shall also be the personal obligation of the person or entity 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 conveyance. 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 records evidencing the lien created under the Act and this Declaration. 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.

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

4.

Article 4, Section 4.7 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

4.7. 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. If any assessment 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 assessment or other assessments, 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 rights, Common Property use rights and Association-provided services to the Unit; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and (6) the Board may take any other lawful action authorized under this Declaration, the Bylaws 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.

5.

Article 12, Section 12.1 of the Declaration is hereby amended by adding the following to the end thereof:

The Association also shall have all enforcement powers authorized under the Act.

6.

Article 12, Section 12.2 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

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

7.

Article 12, Section 12.6 of the Declaration is hereby amended by deleting the phrase "two-thirds of the Units" therefrom and substituting "two-thirds of the eligible Units" therefor.

8.

Article 6, Section 6.4 of the Bylaws is hereby amended by deleting the thirds sentence thereof in its entirety and substituting the following therefor:

Notices shall be mailed or delivered not less than 21 days before each annual membership meeting and at least seven days before each special membership meeting.

IN WITNESS WHEREOF, the undersigned officers of Creekside at Vinings Homeowners Association, Inc., hereby certify that this Amendment to the Declaration and Bylaws was duly adopted by the Association's Board of Directors in accordance with Article XIII, Section 13.09 of the Declaration.

This 24 day of September, 2007.

CREEKSIDE AT VININGS HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this 24 day of September, 2007.

By: Kerri Allibone (Seal)
President

Attest: Illus Mason (Seal)
Treasurer

[Signature]
Witness

[Corporate Seal]

Suzanne A. Wolfe
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Aug. 5, 2011
[Notary Seal]

