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STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 58498
Page 290

AMENDMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SERENADE AND TO THE BYLAWS OF SERENADE COMMUNITY ASSOCIATION, INC.

WHEREAS, the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Serenade was recorded on March 1, 2018, in Deed Book 58498, Page 290, et seq., of the Fulton County, Georgia records, as amended ("Declaration"); and

WHEREAS, Article 12, Section 12.6(b) of the Declaration provides that the Board of Directors of the Serenade Community Association, Inc. ("Association"), may with the written consent of the Declarant and without a vote of the members, amend the Declaration if such amendment is for the purpose of electing to be governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et seq. ("Act"); and

WHEREAS, the Declarant, no longer owns property within the Serenade Community and Declarant no longer owns property within Serenade community, and therefore, the consent of the Declarant is not required for this amendment; and

WHEREAS, the Bylaws of Serenade Community Association, Inc. were recorded as Exhibit "C" to the Declaration ("Bylaws"); and

WHEREAS, Article 6, Section 6.4(a) of the Bylaws allows the Board to unilaterally amend the Bylaws to submit to the Georgia Property Owners' Association Act; and

WHEREAS, O.C.G.A. Section 44-3-221 provides that the Bylaws, which are recorded as recited above, are part of the "instrument" as defined in the Act; and

WHEREAS, O.C.G.A. Section 44-3-233 provides that any want in conformity of the instrument with the Act may be cured by an amendment thereto duly executed by the Association and recorded, and O.C.G.A. Section 44-3-231(f) expressly provides that the powers granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Unit Owners; and

WHEREAS, the Board of Directors of the Association desires to amend the Declaration and Bylaws to adopt, submit and conform to the Georgia Property Owners' Association Act and have approved this Amendment;

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

THIS AMENDMENT SUBMITS THE COMMUNITY AND THE GOVERNING DOCUMENTS OF SERENADE COMMUNITY 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 UNITS.

1.

The notation contained in the footer on the cover page to the Declaration is hereby deleted in its entirety and the following notation is substituted therefor:

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

2.

Article 1, Section 1.8 of the Declaration is hereby amended by adding the following language to the end of the section 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. In addition to all rights and powers afforded to the Board of Directors under this Declaration and the Bylaws, the Board of Directors shall have all rights and powers afforded under the Act (as defined below) and Georgia law.

3.

Article 1 of the Declaration is hereby amended by adding the following language as Section 1.32 to the end thereof:

"**Act**": The Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended from time to time.

4.

Article 4, Sections 4.2 (a) through (c) of the Declaration are hereby deleted in their entirety and the following is substituted therefor:

4.2. Creation of the Lien and Personal Obligation for Assessments.

(a) The Association shall have the power to levy assessments as provided herein and in the Act. Each Owner of a 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: (a) general assessments; (b) Neighborhood assessments; (c) special assessments; (d) specific assessments; including but not limited to reasonable fines imposed in accordance with the terms of this Declaration or the Bylaws and reasonable attorney's fees actually incurred by the Association in enforcement of any provision of the Bylaws, Declaration or Association rules; and (e) other assessments, initiation fees and charges provided for in this Declaration.

All such assessments and charges, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs, and expenses) shall be: (a) a charge and a continuing lien against such Unit; and (b) the personal obligation of the Owner of the Unit and 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 Unit. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Fulton County, Georgia land records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit or nonuse of the Common Property. 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 or inconvenience or discomfort arising out of the Association's performance of its duties, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The lien provided for herein shall have priority as provided in the Act.

Each Owner, by accepting a deed to any Unit, consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.

(b) Effect of Non-Payment of 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: (a) the Board of Directors 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 of Directors may suspend voting rights, and Association-provided services to the delinquent Owner's Unit; (e) the Board of Directors 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 of Directors 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. If any assessment or other charge, or any part thereof, is not paid in full, then the Owner's voting rights may be suspended as set forth in Article 4, Section 4.11.

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, then to post-judgment costs and expenses, then to attorneys' fees not reduced to a judgment, then to costs and expenses, 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.

5.

Article 4, Section 4.10 of the Declaration is hereby deleted in its entirety.

6.

Article 4, Section 4.11 of the Declaration is hereby amended by adding the following Section 18.2(h) to the end thereof:

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

7.

Article 4, Section 4.12 of the Declaration is hereby deleted in its entirety.

8.

Article 4, Section 4.13 of the Declaration is hereby deleted in its entirety.

9.

Article 12, Section 12.4 of the Declaration is hereby deleted in its entirety, and the following is substituted therefor:

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.

10.

Article 12, Section 12.6 of the Declaration is hereby deleted in its entirety, and the following is substituted therefor:

Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration 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 eligible votes in the Association, or any lower percentage authorized by the Act; provided however, any provision of this Declaration which exclusively affects a particular Neighborhood may be amended upon the affirmative vote, written consent, or any combination thereof of Owners holding at least two-thirds (2/3) of the total eligible votes in said Neighborhood.

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 Fulton 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 Bylaws to: (i) comply with any applicable state, city or federal law or ordinance, 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"); (ii) comply with a judicial determination which shall be in conflict therewith; (iii) enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration if necessary; (iv) bring any provision hereof into compliance with any applicable provision of Westside Declaration which shall be in conflict therewith; or (v) resolve conflicts between this Declaration, the Bylaws, the Articles of Incorporation, 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 Bylaws more than one year after the recording thereof in the Fulton County, Georgia land records.

The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

11.

Article 12, Section 12.7 of the Declaration is hereby deleted in its entirety.

12.

Article 2, Section 2.5 of the Bylaws is hereby amended by deleting the fourth sentence therein and substituting the following therefor:

The Secretary shall give notice of each annual or special membership meeting at least twenty-one (21) days prior to each annual membership meeting and at least seven (7) days prior to each special membership meeting.

13.

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

6.4 Amendment. These Bylaws shall be amended pursuant to the same procedures set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned duly authorized officers of the Serenade Community Association, Inc. hereby certify that this Amendment to the Declaration and Bylaws were duly approved and adopted by the required majority of the Board of Directors, in accordance with the Declaration, the Act, and Georgia law, and with any required notices by the Declaration, the Bylaws, the Articles of Incorporation, the Act, and otherwise by Georgia law having been duly given, that they are authorized to execute this document, and that their signatures below are genuine.

This 19 day of APRIL, 2024

Signed, sealed, and delivered this

SERENADE COMMUNITY ASSOCIATION, INC.

19 day of April, 2024
in the presence of:

[Signature]
Witness

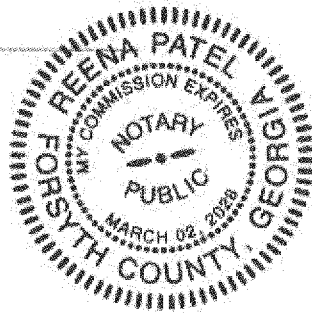
By: [Signature] (Seal)

Name: Folast Lehman

Title: President

[Signature]
Notary Public

[NOTARY SEAL]



Signed, sealed, and delivered this
19 day of APRIL, 2024
in the presence of:

[Signature]
Witness

By: [Signature] (Seal)

Name: EA COONEY

Title: Secretary

[Signature]
Notary Public

[NOTARY SEAL]

