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Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

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STATE OF GEORGIA
COUNTY OF GWINNETT

Cross Reference: Deed Book 21152
Page 0091

AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR EDINBURGH

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Edinburgh was recorded on August 23, 2000, in Deed Book 21152, Page 0091, *et seq.*, Gwinnett County, Georgia records, as amended ("Declaration"); and

WHEREAS, Article II, Section 1 of the Declaration submits the Edinburgh community and the Declaration and Bylaws to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* ("POA"); and

WHEREAS, O.C.G.A. Section 44-3-231(c) provides the Association with the power to amend the Declaration of the Association in such respects as may be required to conform to mandatory provisions of the POA or of any other applicable law without a vote of the lot owners;

WHEREAS, the original Declarant, Pulte, transferred all rights of Declarant and status of Declarant to Edinburgh VDL, LLC ("Successor Declarant"), via quitclaim deed recorded in Deed Book 49217, Page 0744, Gwinnett County, Georgia records;

WHEREAS, the Successor Declarant no longer owns any Lot or any other portion of the Edinburgh Property, and as such, Declarant's consent is not required pursuant to Article X of the Declaration;

WHEREAS, approval from the Golf Course Owner is not required as this Amendment does not amend the specific provisions of the Declaration noted in Article X of the Declaration;

WHEREAS, the Board of Directors of the Association desires to amend the Declaration to conform to the POA without a vote of the lot owners and has approved this Amendment;

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

1.

Article VI of the Declaration is hereby amended by deleting Sections 1 and 2 thereof and substituting the following new Sections 1 and 2 respectively therefor:

Section 1. Creation and Obligation for 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 Members or the Community.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Member of the Association, by acceptance of a deed or other conveyance to the Lot(s) owned by such Member, 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 in

accordance with Section 4 hereof; (ii) special assessments provided for in Section 5 hereof; (iii) specific assessments which may be assessed hereunder or 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 and/or expenses incurred by Association contracting for services associated with or related to conduct or activities of less than all Members; and (iv) other assessments and charges as provided for in this Declaration.

All assessments and charges levied against a Lot and its Member, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Member of the Lot on the due date of the assessment. Each Member 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's discretion, may record a notice of such lien in the Gwinnett 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 Member 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 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, the obligation to pay assessments being a separate and independent covenant on the part of each Member.

If part payment of assessments or other charges is made, the amount received may be applied first to costs, then to late charges, then to interest, 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.

2.

Article VI, Section 6 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

Section 6. <u>Specific Assessments</u>. In addition to the above and other assessments authorized under this Declaration or the Bylaws, the Board may levy specific assessments provided for in the Act and/or herein, including but not limited to specific assessments for:

(a) Common Expenses incurred or anticipated to be incurred by the Association occasioned by the conduct of individual Members 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, Bylaws or Association rules and fines levied against Lots and Members pursuant to this Declaration, the Bylaws or the Act;

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

(c) Common Expenses which benefit individual, but not all, Lots or Members, or significantly disproportionately benefit all Lots or Members (other than expenses for routine maintenance and repair of the Common Area).

3.

Article VI of the Declaration is hereby amended by adding the following new Section 7 and Section 8 to the end thereof:

Section 7. Lien Priority. The lien provided for herein shall have priority as provided in the Act.

Section 8. Effect of Non-Payment of Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Member 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 the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments. All assessments and charges levied against a Lot and its Member, together with: (a) a late or delinquency charge equal to the greater of $10.00 or ten percent (10%) of the amount not paid when due, or such higher amounts as may be authorized by the Act; (b) interest at the rate of 10 percent (10%) per annum, or such higher rate as may be authorized by the Act, on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable, (c) the costs of collection, including court costs, the expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred (including post-judgment attorneys' fees, costs and expenses); and (d) the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied shall be a charge and a continuing lien against such Lot and the personal obligation of the Member who owns the Lot on the due date of the assessment. The Association, in the Board of Directors' discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia records evidencing the lien created under the Act and this Declaration.

In addition to the imposition of liens and all late fees, interest, costs or expenses incurred, the Board may suspend voting rights, Common Area use rights and Association-provided services to the Lot; the Board may bring legal action against the Member to collect all sums owed under this Declaration; and the Board may take any other lawful action authorized under this Declaration, the Bylaws or Georgia law to collect all such amounts. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

4.

Article X of the Declaration is hereby amended by deleting the phrase *"no fewer than sixty-seven percent (67%) of the Lots"* **therefrom and substituting** *"no fewer than sixty-seven percent (67%) of the eligible Lots"* **therefor.**

5.

Article XI, Section 6 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.

IN WITNESS WHEREOF, the undersigned officers of Edinburgh Homeowners Association, Inc. hereby certify that this Amendment to the Declaration was duly adopted by the Association's Board of Directors in accordance with O.C.G.A. Section 44-3-231(c) and Article X of the Declaration.

This 21 day of May, 2022.

Signed, sealed, and delivered this
21 day of May, 2022
in the presence of:

Witness

Notary Public

[Notary Seal]

EDINBURGH HOMEOWNERS ASSOCIATION, INC.

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

[Corporate Seal]

Steve Cano
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
03/11/2025