

Jay C. Stephenson

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STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 13481
Page 5813

141

**AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR WETHERBROOKE TOWNHOMES**

WHEREAS, the Supplemental Declaration of Covenants, Restrictions and Easements for Wetherbrooke Townhomes was recorded on January 23, 2002, in Deed Book 13481, Page 5813, *et seq.*, Cobb County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article VIII of the Declaration provides that the Board of Directors of the Wetherbrooke Townhome Association, Inc. ("Association") may, without the vote of the Association members, amend the Declaration for the sole purpose of electing to be governed by the provisions of the Georgia Property Owners' Association Act, O.C.G. A. 44-3-220 *et seq.*; and

WHEREAS, the Association's Board of Directors has resolved to amend the Declaration to submit to and be governed by the Georgia Property Owners' Association Act;

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article I of the Declaration is hereby amended by adding the following to the end of the definition of "Property" therein:

The Property 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.

Article I of the Declaration is hereby amended by adding the following definition thereto:

"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 IV, Section 1 of the Declaration is hereby amended by adding the following to the end thereof:

The Association shall have all rights and powers authorized under the Act and Georgia law.

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.

4.

Article V, Section 1 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Creation of the Lien and Personal Obligation 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: (i) annual assessments or charges; (ii) special assessments provided for herein; and (iii) specific special assessments which may be assessed hereunder, under Section 5 below, and in accordance with Section 44-3-225(a) of the Act, including but not limited to reasonable fines imposed by the Board for violations of the Declaration, Bylaws or Association rules.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot and Lot 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 Lot 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. 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.

5.

Article V, Section 8 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 8. 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 privileges, Common Area use privileges and/or common Association-paid services of the delinquent Owner, Lot and occupants, including but not limited to water service and vehicular gate access; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and/or (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.

If the voting rights for a Lot have been suspended, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy on any matter requiring or permitting a vote of the Owners or members under this Declaration or the Association Bylaws; (2) act as proxy for any other member; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a director (if serving on the Board of Directors). In establishing the total number of votes required for a quorum, a majority, or any other purposes under this Declaration or the Bylaws, such Lot shall not be counted as an eligible vote and shall not be counted for purposes of determining the total number of Lots, Owners or members on which to base the calculation of a quorum, majority or other specified voting threshold.

6.

Article VIII of the Declaration is hereby amended by deleting the first paragraph thereof in its entirety and substituting the following 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 approval of Owners holding two-thirds of the total eligible Association vote. 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.

7.

Article X, Section 3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

IN WITNESS WHEREOF, the undersigned officers of Wetherbrooke Townhome Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the Board of Directors in accordance with Article VIII of the Declaration.

This 6th day of March, 2009.

Sworn to and subscribed before me this 6th day of March, 2009.

By MICHELE LYNN YEE

WETHERBROOKE TOWNHOME ASSOCIATION, INC.

Witness Jason Kauffmann



By: Michele Lynn Yee (Seal)
resident

John G. Menzies
Notary Public

[Signature] (Seal)
Secretary

[Notary Seal]

[Corporate Seal]

County of Cobb
State of Georgia

SIGNATURE OF
ROB BOWMAN

Witnessed this 10th day of APRIL, 2009

[Signature]
Notary Public

