

Return to: Marvin P. Pastel, II
Winter Capriola Zenner, LLC
3490 Piedmont Road NE, Suite 800
Atlanta, GA 30305

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 8644
Page 443

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE
COVENANTS FOR MILFORD WOODS
AND TO THE
BYLAWS OF MILFORD WOODS COMMUNITY ASSOCIATION, INC.**

WHEREAS, the Declaration of Protective Covenants for Milford Woods was recorded on December 22, 1994, in Deed Book 8644, Page 443, *et seq.*, Cobb County, Georgia Records ("Declaration"), as amended; and

WHEREAS, the By-Laws of Milford Woods Community Association, Inc. ("By-Laws") are recorded as Exhibit "C" to the Declaration; and

WHEREAS, Article XII, Section 12.4(b) of the Declaration and Article 6, Section 6.4 of the Bylaws provide for amendment of the Declaration and Bylaws by the Board of Directors of the Milford Woods Community Association, Inc. ("Association"), to bring Milford Woods under, and submit Milford Woods 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 to ratify the prior POA amendment on June 2, 2009, and has approved this Amendment;

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

1.

Article I, 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.

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 HOMES AT MILFORD WOODS.

2.

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

1.17 “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.

The first paragraph of Article IV, Section 4.2 of the Declaration is hereby amended by deleting that paragraph in its entirety and substituting the following therefor:

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 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 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.

4.

Article IV, Section 4.5 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

4.5 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, but not limited to, reasonable attorney's fees actually incurred, as provided herein, shall be an automatic, statutory lien on such Lot in favor of the Association. The lien provided for herein shall have priority as provided in the Act

5.

Article IV, Section 4.6 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

4.5 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 Lot, including water service which is provided to Lots as an Association common expense; (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.

6.

Article XII, 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.

7.

Article XII, Section 12.3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

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

8.

Article 12, Section 12.4 (c) of the Declaration is hereby amended by deleting the phrase “two-thirds of the Lots” therefrom and substituting “two-thirds of the eligible Lots” therefor.

9.

Article 2, Section 2.4 of the By-Laws is hereby amended by deleting the fourth 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.

10.

Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity or application of any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable. If any modification or elimination by this Amendment of a provision contained in the Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any person or property, the provision in the Declaration modified or eliminated by this Amendment shall automatically apply to such person or property and the validity of the balance of this Amendment shall be unaffected thereby.

In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration and/or Bylaws of the Association, the terms of this Amendment shall control. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Declaration. Except as herein modified and amended, the Declaration and Bylaws shall remain in full force and effect. This Amendment shall be effective upon recordation in the Barrow County, Georgia records.

IN WITNESS WHEREOF, the undersigned officers of Milford Woods Community Association, Inc., hereby certify that this Amendment to the Declaration and By-Laws was duly adopted by the Association's Board of Directors in accordance with Article XII, Section 12.4(b) of the Declaration and Article 6, Section 6.4 of the By-Laws.

This 13 day of March, 2019.

Sworn to and subscribed to before me this 13 day of March, 2019.

Matthew Adam 03-13-2019

Witness: Matthew Adam, Treasurer

S. Mancinas
Notary Public

[Notary Seal]

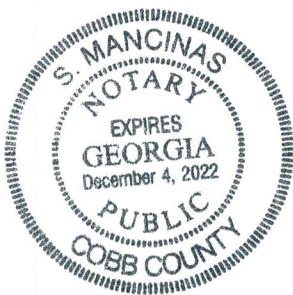
MILFORD WOODS COMMUNITY ASSOCIATION, INC.

By: [Signature] (Seal) 3-10-19
Jeffery Bolton, President

Arrest: Beth West 3/10/19 (Seal)

Beth West, Secretary

[Corporate Seal]



**RESOLUTION OF THE BOARD OF DIRECTORS OF
MILFORD WOODS COMMUNITY ASSOCIATION, INC.**

This Resolution of the Board of Directors of Milford Woods Community Association, Inc. (the "Association") is made and adopted pursuant to Article 3, Section 3.18 of the Bylaws of Milford Woods Community Association, Inc. (the "Bylaws") as of the ___ day of March, 2019 (the "Effective Date").

WITNESSETH:

WHEREAS, pursuant to Article XII, Section 12.4(b) of the Declaration of Protective Covenants for Milford Woods (the "Declaration"), the Board of Directors may, without a vote of the members, amend the Declaration for the sole purpose of electing to be governed by the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 *et seq.* (the "POAA"); and

WHEREAS, a prior Board adopted the POAA and recorded the Amendment on June 2, 2009; and

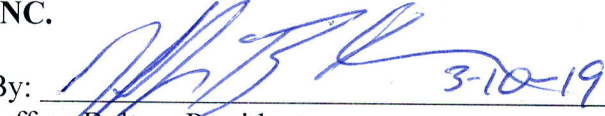
WHEREAS the current Board has also determined it to be in the best interests of the Association and its Members to amend the Declaration and Bylaws for the sole purpose of electing to be governed by the provisions of the POAA and to conform the Declaration and Bylaws to the provisions of the POAA and to ratify the prior POAA amendment;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors elects to proceed with the process of amending the Declaration for the sole purpose of electing to be governed by the POAA.

Dated as of the 10th day of March, 2019.

Board of Directors:

**MILFORD WOODS COMMUNITY ASSOCIATION,
INC.**

By:  3-10-19
Jeffery Bolton, President

By: Beth West 3-10-19
Beth West, Secretary

By:  03-10-19
Matthew Adam, Treasure