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STATE OF GEORGIA
COUNTY OF COBB

Deed Book: 73070
Page 359

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TAMARACK FALLS SUBDIVISION &
BY-LAWS OF TAMARACK FALLS HOMEOWNERS ASSOCIATION, INC. IN ORDER TO
COMPLY WITH THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Tamarack Falls Subdivision (“Declaration”) was recorded on November 11, 1999, in Deed Book 73070, Page 359, *et seq.*, Cobb County, Georgia records; and

WHEREAS, the Declaration has been amended by that amendment recorded in Deed Book 13279, Page 4863, *et seq.*, Cobb County, Georgia records ; and

WHEREAS, pursuant to Article X, Section 5 of the Declaration, the Association, through its Board and without a vote of the members, may elect to be governed by the Georgia Property Owners Association Act (“Act”), the only requirement being that an amendment to the Declaration be filed signed by the President and attested by another Board member.

WHEREAS, the Board of Directors has voted to adopt the Act, as permitted in Article X, Section 5 of the Declaration.

NOW, THEREFORE, the Declaration and the By-laws, as is applies to meeting notice only, is hereby amended as follows:

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT, O.C.G.A. § 359359-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

1.

Article 1, Section 12 of the Declaration shall be amended by adding the following verbiage to the end of that section.

The Property constitute a residential property owners development which is hereby submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 359359-3-220, et seq., (Michie, 1982), as such law may be amended from time to time.

2.

Article 1 of the Declaration is hereby amended by adding a new Section 14, thereto as follows:

Section 14. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 359359-3-220 et seq. (Michie, 1982) as such Act may be amended from time to time.

3.

Article V, Section 1 of the Declaration is hereby deleted in its entirety and replaced thereto as follows:

Section 1. Allocation of Liability for Common Expenses and Lien for Assessments.

- (a) General Allocations. Except as provided below, or elsewhere in the Act or the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Lots equally.
- (b) Specific Special Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

All assessments and charges levied against a Lot and its Owner, 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 Person who is the Owner of the Lot on the due date of the assessment. 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 Lot. The Association, in the Board's discretion, may record a notice of such lien in the Cobb County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

4.

Article V, Section 8 of the Declaration is hereby amended by deleting that section in its entirety and replacing it thereto with the following:

Section 8. Delinquent Assessments. All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

- (a) 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;
- (b) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and
- (c) the Board of Directors may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Area are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, 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.

The first sentence of Article V, Section 10 of the Declaration shall be deleted in its entirety and replaced with the following:

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 Lot.

6.

Article V of the Declaration is hereby amended by adding a new Section 11 thereto as follows:

Section 11. Statement of Account. Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

7.

Article II, Section 2.3 of the By-Laws is amended by deleting that Section 2.3 in its entirety and replacing it with the following:

2.3 Notice of Meetings. Notice for meetings shall be given to each Lot Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting and shall state the time, place, and for any special meeting, purpose of meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with

IN WITNESS WHEREOF, the undersigned officers of Tamarack Falls Homeowners Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by a majority of the Board of Directors of the Association.

This ___ day of _____, 2009.

Sworn to and subscribed before me
INC.
this ____ day of _____, 2009.

TAMARACK FALLS HOMEOWNERS ASSOCIATION,

Witness

By: _____ (SEAL)
President

Notary Public
My commission expires:
(NOTARY SEAL)

ATTEST: _____ (SEAL)
Secretary