

Return to: Lazega & Johanson LLC  
P.O. Box 250800  
Atlanta, Georgia 30325  
Attention: JJR

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STATE OF GEORGIA  
COUNTY OF COBB

Cross Reference: Deed Book 13610  
Page 4437

**AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR TREYMOORE  
And  
BYLAWS OF TREYMOORE HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Treymore was recorded on October 15, 2002 in Deed Book 13610, Page 4437, *et seq.*, Cobb County, Georgia records, as amended ("Declaration"); and

**WHEREAS**, the Bylaws of Treymore Homeowners Association, Inc. were recorded as Exhibit "C" to the Declaration, as amended ("Bylaws"); and

**WHEREAS**, the Board of Directors of the Treymore Homeowners Association, Inc., ("Association") desires to amend the Declaration and Bylaws to submit to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* ("Act"); and

**WHEREAS**, Article 11, Section 11.6 of the Declaration and Article 6, Section 6.4 of the Bylaws provide that the Board of Directors, without a vote of the Association members, may amend the Declaration and Bylaws to submit and conform Treymore and the Declaration and Bylaws to the Act; and

**WHEREAS**, Declarant rights to take, approve or consent to actions under the Declaration have expired under Article 11, Section 11.5 of the Declaration; and

**WHEREAS**, the Board of Directors has approved this Amendment;

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

**1.**

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

**1.17 Act.** "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.

**2.**

**Article 2 of the Declaration is hereby amended by amending Section 2.1 by adding the following language to the end thereof:**

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**THIS AMENDMENT SUBMITS THE COMMUNITY 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 AT TREYMOORE.**

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.

3.

**Article 4 of the Declaration is hereby amended by deleting Sections 4.2, 4.6, and 4.7 in their entirety and substituting new Sections 4.2, 4.6, and 4.7 therefor:**

**4.2 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, covenants and agrees to pay to the Association: (i) annual assessments or charges; (ii) special assessments provided for herein; (iv) specific 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; and (iv) other assessments and charges as provided for in this Declaration.

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.

**4.6 Subordination of Liens to Mortgages.** The lien of all assessments authorized herein shall have the lien priority set forth in the Act.

**4.7 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: (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, in accordance with the fining and suspension procedure set forth in the Bylaws, suspend the membership rights of the delinquent Owner, including without limitation, the right to vote, the right of enjoyment in and to the Common Property, including without limitation, the right to use and enjoy the recreational facilities, and the right to receive and enjoy such services and other benefits as may then be provided by the Association to the Owner and/or Owner's Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration and/or to foreclose its lien; 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.

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 Owner.

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.

4.

**Article 11, Section 11.1 of the Declaration is hereby amended by adding the following to the end thereof:**

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

5.

**Article 11, Section 11.4 of the Declaration are hereby deleted in their entirety and the following new Section 11.4 are substituted therefor:**

**11.4 Duration.** The covenants, conditions, restrictions, and easements of this Declaration shall run with and bind the Community perpetually to the extent provided in the Act.

6.

**Article 11 of the Declaration is hereby amended by adding the following new Section 11.20 to the end thereof:**

**11.20 Authority.** The Association shall have all powers authorized under the Act.

7.

**Article 2, Section 2.5 of the Bylaws is deleted and substituted, as follows:**

**2.5 Notice of Meetings.** Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than 21 days before each annual or regularly scheduled membership meeting and at least seven days before each special membership meeting.

**IN WITNESS WHEREOF**, the undersigned officers of the Treymore Homeowners Association, Inc. hereby certify that this Amendment to the Declaration and Bylaws was duly adopted by the Association's Board of Directors in accordance with Article 11, Section 11.6 of the Declaration and Article 6, Section 6.4 of the Bylaws.

This 10<sup>th</sup> day of June, 2019.

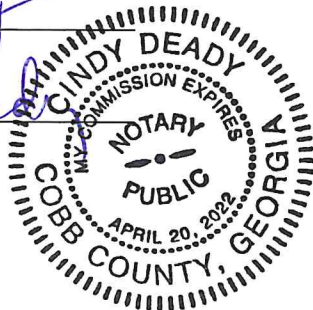
**Treymore Homeowners Association, Inc.**

Sworn to and subscribed to before  
me this 10<sup>th</sup> day of June,  
2019.

Betsy  
Witness

Cindy Deady  
Notary Public

[Notary Seal]



By:

Steven K. Lambert (Seal)  
President

Attest:

[Signature] (Seal)  
Secretary

[Corporate Seal]