

Return after recording to:
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Atlanta, Georgia 30305

Cross Reference: Deed Book 16574, Page 335

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PARKSIDE WALK AND FIRST AMENDMENT TO
BYLAWS OF PARKSIDE WALK COMMUNITY ASSOCIATION, INC.**

This First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Parkside Walk and First Amendment to Bylaws of Parkside Walk Community Association, Inc. (the "Amendment") is made on this 29th day of June 2023 by Parkside Walk Community Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, on September 10, 2004, JMM Homes, L.L.C., a Georgia limited liability company (the "Declarant") recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Parkside Walk in Deed Book 16574, Page 335, *et seq.*, DeKalb County, Georgia records (hereinafter, as amended and supplemented, the "Declaration"); and

WHEREAS, Parkside Walk Community Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration; and

WHEREAS, the Bylaws of Parkside Walk Community Association, Inc., were attached to the Declaration as Exhibit "C" and are recorded therewith (hereinafter, as amended, the "Bylaws"); and

WHEREAS, pursuant to Article 11, Section 11.6 of the Declaration, the Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration to elect to be governed by and thereafter complying with the provisions of the Georgia Property Owners' Association Act, O.C.G.A 44-3-220 *et. seq.*; and

THIS AMENDMENT SUBJECTS THE PROPERTY SUBJECT TO THE DECLARATION TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

WHEREAS, pursuant to Article 6, Section 6.4 of the Bylaws, the Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220 *et seq.*; and

WHEREAS, the Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community and a certificate of occupancy has been issued for a dwelling on each Lot in the Community so the consent of the Declarant is not required; and

WHEREAS, this Amendment has been duly adopted and approved by the Board of Directors of the Association, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and incorporated herein by this reference.

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

1. Article 1 of the Declaration is amended by adding the following Section 1.17 to the end thereof which shall read as follows:

"1.17 "Act" means the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be amended from time to time."

2. Article 4, Section 4.2 of the Declaration is amended by deleting Section 4.2 in its entirety and replacing it with the following Section 4.2:

"4.2 Creation of Lien and Personal Obligation. 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: (a) general assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All assessments, fines and other charges lawfully assessed by the Association against any Lot as provided for in this Declaration shall, from the time such funds become due and payable, be the personal obligation of the Owner(s) of the Lot and shall constitute a lien in favor of the Association on the Lot prior and superior to all other liens except as provided in this section. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines, or other charges shall be required. The grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments, fines and other charges against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided herein, such grantee and his or her successors, successors-in-title and assigns shall not be liable for any unpaid assessments in respect to such Lot in excess of any amount set forth in the statement.

Notwithstanding the foregoing, in the event that the holder of a first priority mortgage or secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee of the secondary purchase money mortgage is the seller of the Lot), or in the event that any other person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title and assigns shall not be liable for any assessments or charges hereunder chargeable to the Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectable from all of the Owners, including such holder or other person and his or her successors, successors-in-title and assigns.

No Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, non-use or waiver of the use and enjoyment of his or her Lot or any part of the Common Property. No diminution or abatement of any assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner."

3. Article 4, Section 4.5 of the Declaration is amended by deleting Section 4.5 in its entirety and replacing it with the following Section 4.5:

"4.5 Specific Assessments. The Board shall have the power to levy specific assessments as hereinafter provided. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to the Bylaws and this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible under this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items that are the maintenance responsibility of the Association, as provided herein:

- (a) Any common expenses of the Association benefiting less than all of the Lots may be specifically assessed equitably among all of the Lots so benefited, as determined by the Board;

(b) Any common expenses of the Association occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specifically assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and

(c) Any common expenses of the Association significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the Community as determined by the Board.

A specific assessment assessed hereunder shall be and become a lien against such Lot(s) and the personal obligation of the Owner(s) thereof. A specific assessment may be collected in the same manner as the general assessment assessed hereunder."

4. Article 4, Section 4.6 of the Declaration is amended by deleting Section 4.6 in its entirety and replacing it with the following Section 4.6:

"4.6 Subordination of Lien. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs of collection including court costs, expenses required for the protection and preservation of the Lot and reasonable attorney's fees actually incurred, shall be secured by an automatic statutory lien on such Lot in favor of the Association. Such lien shall be superior to all other liens recorded against such Lot whatsoever except for: (a) liens for ad valorem taxes on the Lot; (b) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of this Amendment; or (c) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot."

5. Article 4, Section 4.7 of the Declaration is amended by deleting Section 4.7 in its entirety and replacing it with the following Section 4.7:

"4.7 Non-Payment of Assessment: Remedies of Association. If any assessment, or portion thereof, is not paid within ten (10) days after the due date, the personal obligation of the Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment; (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within thirty (30) days after written notice is given to

the Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon.

The lien for such assessments may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same provided that no foreclosure action shall be permitted unless the amount of the lien is at least \$2,000.00 or such other amount as may be specified in the act. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Owner is personally obligated pursuant to the terms hereof. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property, including the right to drive or park vehicles on the Common Property or have guests drive or park vehicles on the Common Property, and the right to receive and enjoy such services and other benefits as may then be provided by the Association; provided, however, that no such suspension shall deny any Owner or Occupant access to the Lot owned or occupied. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Lot or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension"

6. Article 4, Section 4.11 of the Declaration is amended by deleting Section 4.11 in its entirety and replacing it with the following Section 4.11:

"4.11 Statement from Association. Any Owner, mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or a lender considering the loan of funds to be secured by a Lot, shall be entitled upon request to receive a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges, interest, attorneys' fees and other costs applicable thereto against the Lot. Such

request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from receipt from such request, to mail or otherwise furnish a statement regarding amounts due and payable at the expiration of such five-day period with respect to the Lot involved to such address as may be specified in the written request therefore shall cause the lien for assessments created hereunder to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Owner. Payment of a \$10.00 fee, or such higher fee as may be allowed by law, is required as a prerequisite of the issuance of each such statement, and the payment of the fee shall accompany any such request."

7. Article 11, Section 11.4 of the Declaration is amended by deleting Section 11.4 in its entirety and replacing it with the following Section 11.4:

"11.4 Duration. The provisions of this Declaration shall have perpetual duration and shall forever run with and bind the Community."

8. Article 11, Section 11.13 of the Declaration is amended by deleting Section 11.13 in its entirety and replacing it with the following Section 11.13:

"11.13 [RESERVED]"

9. Article 11 of the Declaration is amended by adding the following Section 11.20 thereof which shall read as follows:

"11.20 Georgia Property Owners' Association Act. The Parkside Walk Community, all Lots, and all Owners and occupants of Lots shall be subject to and governed by the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same now exists or may be amended from time to time."

10. Article 2, Section 2.5 of the Bylaws is amended by deleting Section 2.5 in its entirety and replacing it with the following Section 2.5:

"2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or cause to be delivered to the Owner of each Lot (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the time and place where it is to be held and, for any special meeting, the purpose of such meeting. Notices shall be given to each 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. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10, the 'Uniform Electronic Transactions Act,' to all Owners of record at such address or addresses as

designated by such Owners or, if no other address has been so designated, at the address of their respective Lots. If an Owner wishes notice to be given at an address other than his or her Lot, such Owners shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. If any meeting of the members is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under applicable laws, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date."

11. 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 of any other provision or the application of any 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.

12. 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 DeKalb County, Georgia records.

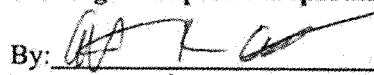
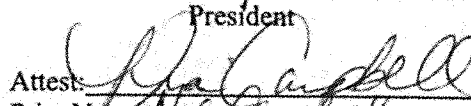
IN WITNESS WHEREOF, the undersigned officers of Parkside Walk Community Association, Inc. hereby execute this Amendment on the date and year first above written.

**PARKSIDE WALK COMMUNITY
ASSOCIATION, INC.**
a Georgia nonprofit corporation

Signed, sealed and delivered in
in the presence of:


Unofficial Witness

Notary Public

By: 
Print Name: Anthony Anastasi
President
Attest: 
Print Name: Nia Campbell
Secretary

My Commission Expires: 06/06/2025
[SEAL]

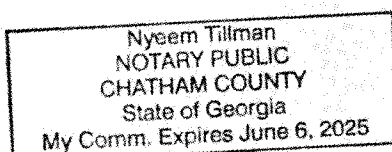


EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Parkside Walk Community Association, Inc. hereby swear under oath that the above Amendment has been duly adopted and approved by the Board of Directors of the Association.

Sworn to and subscribed before me
this 29 day of June, 2023.

Nyeem Tillman
Notary Public

My Commission Expires: 06/06/2025

[NOTARY SEAL]

By: [Signature]
Print Name: Anthony Anastasi
President

Attest: [Signature]
Print Name: Mia Campbell
Secretary

[CORPORATE SEAL]

Nyeem Tillman
NOTARY PUBLIC
CHATHAM COUNTY
State of Georgia
My Comm. Expires June 6, 2025