



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

eFiled & eRecorded
DATE: 11/17/2022
TIME: 4:48 PM
DEED BOOK: 01347
PAGE: 00761 - 00764
RECORDING FEES: \$25.00
PARTICIPANT ID: 2452198986
CLERK: Jennifer Jordan
Pickens County, GA

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Cobb Olson & Andrie, LLC
500 Sugar Mill Road, Suite 160-B
Atlanta, Georgia 30350
Attn: Frank R. Olson

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 474
Page 453

COUNTY OF PICKENS

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR COVE LAKE**

WHEREAS, on September 26, 2003, Cove Lake, LLC ("Declarant") recorded a Declaration of Covenants, Conditions, and Restrictions for Cove Lake, in Deed Book 474, Page 453, et seq., Pickens County, Georgia records (hereafter the "Declaration"); and

WHEREAS, the Declaration has been previously amended by instrument recorded at Deed Book 556, Page 453, Pickens County, Georgia Records; and

WHEREAS, the Declarant has voluntarily terminated all of its rights, title, interest, powers, privileges and immunities, which has the effect of transferring all rights, title, interest, powers, privileges and immunities of the Declarant to the Board of Directors of the Cove Lake Property Owners Association, Inc., the Georgia nonprofit corporation formed by Declarant to manage the affairs of the Cove Lake community (the "Association"); and

WHEREAS, a majority of the total votes of Owners of the Association have voted in favor of enactment of this amendment, as evidenced by the certification of the officers of the Association, attached hereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

I.

Paragraph 13 of the Declaration is hereby amended to read as follows:

13.

(a) Assessments Generally. Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become mandatory members of the non-profit Georgia corporation known as Cove Lake Property Owners Association, Inc. ("Association"), and covenant and agree to pay to the Association general assessments and such special assessments as may hereafter be charged by the Association, as set forth more particularly hereinbelow. Until the Declarant shall sell or otherwise dispose of ninety per cent (90%) of the Lots in the subdivision, the Declarant shall be entitled to appoint the directors of the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarant. At the expiration of such period, the directors of the Association shall be elected by the owners of lots on the basis of one vote per lot. Nothing herein shall be construed as limiting the right of the Declarant to exercise any vote to which it may be entitled by virtue of its ownership of lots.

The Association shall maintain the private roads in the subdivision together with any drainage structure constructed in connection therewith. Assessments may include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Association's common property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper, including, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

All assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred in the maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due while he or she

is the owner of a Lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any owner of two contiguous Lots may elect to treat the Lots as one Lot for purposes of the assessments, and shall be entitled to pay such assessments as if both Lots were one Lot; provided, however, that such treatment shall be available commencing the calendar year in which bona fide construction of a dwelling on such consolidated Lot is begun.

Any assessments not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of ten percent (10%) of the amount due, and said assessment shall further incur interest in the amount of ten percent (10%) per annum. In the event any assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien herein shall be subject to any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien.

(b) General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include the expenses incurred or anticipated to be incurred and owed to the Association. The Board shall cause the budget and the assessments to be levied against each Unit for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid monthly.

(c) Special Assessments. In addition to general assessments, the Association may levy a special assessment in excess of Two Hundred Dollars (\$200) per Lot, only if first approved by a majority of the Total Association Vote. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

2.

Except as otherwise herein provided, the remaining terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of the Cove Lake Property Owners Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted and approved by the requisite majority of the Owners of the Association, with all required notices first being duly given.

This 17th day of November, 2022

COVE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Print Name: LARRY W. WHITE
Title: President

ATTEST:

By: [Signature]
Print Name: Anita Keener
Title: Secretary

[Signature]
Unofficial Witness

Sworn to and subscribed
before me, this 17th day of
November, 2022

[Signature]
Notary Public
My commission expires: 08/10/2024

