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STATE OF GEORGIA
COUNTY OF CARROLL

Cross Reference: Deed Book 3376
Page 051
Deed Book 5593
Page 14

**SECOND AMENDMENT TO THE
PROTECTIVE COVENANTS AND RESTRICTIONS
RUNNING WITH THE LAND AND RESERVATIONS
OF EASEMENTS FOR REID PLANTATION SUBDIVISION**

WHEREAS, the Protective Covenants and Restrictions Running With The Land and Reservations of Easements for Reid Plantation Subdivision was recorded on December 12, 2005, in Deed Book 3376, Page 051, *et seq.*, Carroll County, Georgia land records, as supplemented and amended ("Declaration"); and

WHEREAS, Article VIII, Section 8.01 provides that this Declaration may be amended by an Amendment approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding 66-2/3% of the total eligible vote thereof ; and

WHEREAS, this Amendment has been approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding 66-2/3% of the total vote thereof;

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

1.

Article I, Section 1.08 is amended to correct certain references therein such that this Section shall read as follows:

Plat or Plats shall mean the final plat for **Reid Plantation, Phase One** of Subdivision, prepared by Carlton Rakestraw & Associates, dated January 21, 2004, recorded in Plat Book 86, Pages 6-8 in the Carroll County, Georgia, land records; final plat for **Reid Plantation, Phase Two** of Subdivision, prepared by Carlton Rakestraw & Associates, dated September 28th, 2004 recorded in Plat Book 85, Pages 182-185 and Plat Book 88, Pages 55-58 in the Carrol County, Georgia land records; and final plat for **Reid Plantation, Phase Three** of Subdivision, prepared by Carlton Rakestraw & Associates, dated June 26, 2006, recorded in Plat Book 89, Pages 243-246 and recorded in Plat Book 92, Pages 208-211 in the Carroll County, Georgia, land records; shall include any and all other plats of survey which have been recorded pursuant to provisions of Article 5, Section 5.04.

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 RESERVE AT REID PLANTATION.

8.12.2021 Final

2.

Article I is amended by adding the following as Section 1.10:

1.10 Act shall mean 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 II, Section 2.04 is amended by deleting the entirety of the text of such section and replacing it with the following:

2.04 Outbuildings. No tent, basement, shack, garage, barn or other outbuilding shall be placed or erected on any Lot in the Subdivision nor shall any structure of a temporary character be placed on any Lot in the Subdivision. Owners shall obtain the approval of the Architectural Review Committee ("ARC") (in accord with Article III) prior to the construction/erection of any outside storage facility. In seeking such approval owners shall submit plans and specifications which shall include but not be limited to the following:

1. The proposed size of the building.
2. The proposed location of the building. Owner shall provide a plat of the lot with the location of the building indicated thereon.
3. The proposed color of the building.
4. Proposed landscaping plans to limit the view of the building by other Owners.
5. Proposed materials to be used in the construction of the building.

Any plans submitted are subject to the following limitations (in addition to those determined by the ARC):

1. The size of the building shall not exceed fifteen (15) feet in length and fifteen (15) feet in width. These measurements are the outside measurements of the building. The height shall be subject to approval by the ARC per Article III and/or as may be set forth by the ARC in design guidelines.
2. The color of the building shall be the same (or a close match subject to approval by the ARC per Article III) as the dwelling color.
3. The building must be located between the rear of the dwelling and the rear Lot line, preferably closest to the rear Lot line as possible (subject to approval by the ARC per Article III).

The building shall be maintained in accord with the Community Wide Standard. Community Wide Standard as used in this Declaration shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board of Directors.

4.

Article II, Section 2.06 of the Declaration is hereby amended by deleting the following from such Section:

In no event shall such vehicles be parked regularly on a daily or weekly basis on the public streets adjoining each Lot.

5.

Article II, Section 2.07, subsections (b) and (d) are deleted and replaced with the following:

(b) All window treatments in the front windows of any house shall be: (1) white blinds; (2) window treatments with white backing; or (3) such other color of blinds or backing (if any) as designated by the Association in or pursuant to its rules and regulations.

(d) Storm doors are permitted, however, they must be either full glass or half glass/screen. The color of the door must exactly match the house trim or front door color (so long as previously approved by the Architectural Review Committee) with any other color requiring approval by the Architectural Review Committee pursuant to Article III herein.

6.

Article II, Section 2.09 of the Declaration is hereby amended by deleting the following from such Section:

All fencing must be unpainted cedar or pressure treated pine.

And replacing it with the following:

Painting and/or staining of fencing shall be subject to approval of ARC per Article III, and, in all instances, fences are deemed "structures" (as referenced in Section 3.02) and subject to the provisions of Article III herein.

7.

Article II, Section 2.11 of the Declaration is hereby amended by deleting the text from such Section and replacing it with the following:

2.11 Recreational Vehicles or Trailers. No recreational vehicle or motor home or trailer (of whatever kind or type including but not limited to landscape, mesh, covered or other kind of trailer), or boat maybe stored or parked on a regular basis on any front yard, side yard, driveway, on the street or anywhere that will be visible from any street, this also includes tractor-trailers and buses and trucks over thirty (30) feet in length. The term "regular basis" means twelve (12) hours or more in a one--week period.

8.

Article II, Section 2.13 "Mail Boxes" is amended by deleting the text thereof and replacing it with the following:

Mail Boxes shall be maintained by each Owner consistent with the Community-Wide Standard. The Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board of Directors and/or the Architectural Review Committee.

9.

Article II, Section 2.17 is amended by deleting the second sentence thereof and by adding the following at the end of first sentence of such section:

With such maintenance and repair being consistent with the Community Wide Standard.

10.

Article II, Section 2.18 “Satellite Dishes” is amended by deleting the first sentence thereof.

11.

Article II, Section 2.20 “playground equipment” is amended as follows:

(a) By removing the word “consent” from the first sentence of such section and replacing it with the word “approval.”

(b) By deleting the following sentences:

Where play equipment is installed on a corner lot and it is visible from the street, it must be constructed of natural unpainted wood. No metal swing sets are allowed.

and replacing such sentences with the following:

All metal play sets and swing sets must be fenced in as a part of backyard fencing. Metal (and all) swing sets must be appropriately secured to the ground. All playsets, swing sets and other play equipment must be maintained consistent with the Community Wide Standard. All play equipment shall be sized and located such that it will have minimal visual impact on adjacent Lots.

(c) by revising the last sentence of such Section to read as follows: All portable basketball goals shall be relocated to the rear of the dwelling when not in use. Portable basketball goals shall not used between the hours of 11:00 p.m. and 7:00 a.m.

12.

Article II, Section 2.21 “basketball nets” is amended by deleting such Section.

13.

The text of Article II, Section 2.26 “Statuary” is deleted and replaced with the following:

Man-made objects, included and not limited to artificial or plastic decorations, exterior sculpture, bird baths, bird houses, fountains, flags and seasonal holiday decorations shall be permitted on the exterior of any Lot, provided, however, all such objects must be approved in advance by the Architectural Review Committee according to the provisions of Article III; and provided, further, if the Association receives complaints from three or more Owners or residents, the Association may, in its discretion, require that the object or objects be removed. This provision may be supplemented through additional rules, regulations and standards by the Association. United States flags are permitted in accordance with applicable laws.

14.

Article II is amended by the addition of the following at as Section 2.29:

2.29 Limited Variances. An Owner may request (by written application to the Board of Directors) a variance from provisions of Section 2.07(b) above. The Board or its designated representative shall make such decision in its discretion and any failure to make a decision shall be the equivalent of disapproval.

15.

Article II, Section 2 of the Declaration is amended by the addition of the following as Section 2.30

2.30 Leasing of Lots.

(a) Leasing. To preserve the character of the Subdivision and the Lots as predominantly Owner-occupied, the Leasing of Lots is prohibited, except as provided herein.

(b) Definitions.

For purposes of this Section 2.30, the following terms shall be defined as follows:

An "Authorized Corporate Occupant" shall be an officer, director, or shareholder of an owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing (by affidavit or other method as determined by the Board) to the Board and may not be changed more frequently than once every 36 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

"Subdivision Instruments" shall mean the Declaration, Bylaws and rules and regulations for the Subdivision, Lots and Common Area (as each document has and may be amended).

"Effective Date" means the date that this Amendment is recorded in the Carroll County, Georgia land records.

"Grandfathered Lot Owner" means an Owner who is leasing his or her Lot as of the Effective Date. To qualify as a Grandfathered Lot Owner, the Owner must, within sixty (60) days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date and shall provide the Owner and tenant's home, work and cellular phone numbers. Grandfathered Lot Owner status shall apply only to the Lot owned by such Grandfathered Lot Owner on the Effective Date. Grandfathered Lot Owner status shall automatically terminate on the date the Grandfathered Lot Owner conveys title to the Grandfathered Lot to any person (other than the Owner's spouse) or entity for consideration in the amount of one hundred dollars or more or transfer of an interest in the entity or entities that owns the Lot for consideration in the amount of one hundred dollars or more.

"Grandfathered Lot" means the Lot owned by a Grandfathered Lot Owner on the Effective Date hereof.

"Leasing" means the exclusive occupancy of a Lot by any person(s) other than: (1) the Lot Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (defined above); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence. "Occupant" means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

(c) Permitted Leasing

Leasing of Lots is allowed only by: (1) a Grandfathered Lot Owner; (2) a non-Grandfathered Lot Owner who has received a Leasing Permit; (3) a non-Grandfathered Lot Owner who has received a Hardship Permit; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferrable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Leasing Permits

The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits plus Grandfathered Lots is less than eight (8%) percent of the total Lots submitted hereto; provided, however, a Leasing Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner or Occupant is in violation of the Subdivision Instruments. Owners who have been denied a Leasing Permit for delinquency or violation reasons shall, upon and if such conditions are cured, be placed on the next available spot on the waiting list to be issued such a permit, if they so desire and request in writing. The issuance of a Hardship Permit to a Lot Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(ii) Hardship Permits

If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Permit. All Hardship Permit requests will be considered on a case by case basis and the Board may approve or deny an Owner's request for a Hardship Permit, in its sole discretion, after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Subdivision if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; (5) whether previous Hardship Permits have been issued to such Owner; and/or (6) such other or alternative factors as the Board shall determine; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge and/or if the Owner is in violation of the Subdivision Instruments.

A "hardship" as described herein may, in the sole discretion of the Board, also include, but not be limited to, the following situations: (1) when the Board determines, in its discretion, that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines, in its discretion, that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within two years or (3) an Owner dies and the Lot is being administered by his or her estate. The Board may require such information as it deems necessary in evaluating a Hardship Permit request.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Lot once for a term not to exceed one year.

(iii) Expiration and Revocation of Permits

Leasing Permits and Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for 90 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner. The Board also shall have the power to revoke any Leasing Permit or Hardship Permit issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge and/or if the Owner and/or Occupant is in violation of the Subdivision Instruments.

A Hardship Permit shall also be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for an additional Hardship Permit at the expiration or revocation of a previous one or sooner, if allowed by rules as determined by the Board.

(d) General Leasing Provisions

(i) Notice and Approval

Beginning as of the Effective Date, at least ten (10) days prior to entering into the lease of a Lot or the renewal or extension of a lease, the Owner shall provide the Board of Directors with: (1) a copy of the proposed lease, the name and address of the proposed Occupant(s), and such other information as the Board may reasonably require, and (2) if requested by the Association, an affidavit (or other certification determined by the Board) that Owner has obtained and reviewed Background Information (as defined below) as to the Occupant(s). "Background Information" may include such information as determined from time to time by the Board including, but not limited to, criminal background information and credit history. The purpose of the Background Information is to allow the Owner to better make an informed decision as to the proposed Occupant(s). The Board shall solely approve or disapprove the form of said lease; the Board may provide a set of required lease terms/a leasing addendum; the Board shall not approve or disapprove the prospective Occupant(s). Subsequent to (and no later than ten (10) days after) the execution of an approved lease, the Owner shall provide the Board with a copy of the executed lease; (1) the Occupants home, work and cellular phone numbers; (2) the Owner's primary (offsite) residence address, home, work and cellular phone numbers and (3) such other information as required by the Board.

(ii) Short Term Occupancy. Notwithstanding anything in the Subdivision Instruments to the contrary, neither Lots, nor dwellings nor rooms nor other areas within dwellings shall be leased, rented or used for short-term hotel-type use, stay or occupancy, including but not limited to Airbnb, VRBO or similar, except with prior written Board approval (which the Board may withhold in its sole discretion).

(iii) Lease Terms

Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases. All leases as to non-Grandfathered Lots must be for an initial term of not less than one year, except with written Board approval. All leases as to Grandfathered Lots must be for an initial term of not less than six months, except with written Board approval.

(iv) Liability for Assessments; Compliance

The Owner shall provide the Occupant with a copy of the Subdivision Instruments. Any Owner leasing his or her Lot after the Effective Date shall incorporate and state the following

provisions in the Lease for the Lot and notwithstanding this requirement, the following provisions are deemed incorporated (by this reference) into each lease of any Lot that is entered into after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy after the Effective Date even if no written lease or agreement exists between the Owner and the Occupant:

A. Compliance with Subdivision Instruments

The Owner and each Occupant shall comply with all provisions of the Subdivision Instruments. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such action.

If a Lot is leased or occupied in violation of the Subdivision Instruments, or if the Owner, Occupant or guest violates the Subdivision Instruments, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Subdivision Instruments.

B. Use of Recreational Facilities

The Owner transfers and assigns to the Occupant, for the term of the lease, all rights and privileges the Owner has to use any recreational facilities on the Common Area.

C. Liability for Assessments

When an Owner who is leasing his or her Lot fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent to be received from the Occupant during the period of the delinquency. In such case, Owner authorizes the Board (or its agents) to make demand upon the Occupant and the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

D. Enforcement

Subsequent to the Effective Date, as to any newly leased Lot, if a Lot is leased or occupied in violation of the Subdivision Instruments, or if the Owner, Occupant or guest violates the Subdivision Instruments, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants or other person in violation.

E. Applicability to Certain Lease Agreements

The requirements to obtain a Leasing or Hardship Permit shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the

indebtedness secured by such mortgage.

F. Lease Administrative Fee.

As the review process of proposed leases occasions common expenses by the Association, the Board shall have the authority to require a fee of up to two hundred fifty dollars (\$250.00) as a part of each application for a Leasing or Hardship Permit (whether initial approval or renewal). Said fee shall constitute a specific assessment under Section 6.01 and Section 225 of the Act. If the Permit is not approved, the fee shall be refunded. The Association may also institute a yearly lease fee as a specific assessment.

G. Number of Occupants.

The maximum number of Occupants in a Lot shall be limited to two (2) people per bedroom in the Lot, (as such bedrooms are depicted on the original Survey and/or Floor Plans filed in the Carroll County, Georgia records) and/or as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Lot on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

16.

Article III, Section 3.01 is amended by deleting the following sentences:

In the event of a resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

At the time that all Lots are sold and residences are constructed thereon, then the record owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties."

And by replacing such deleted sentences with the following:

The Board of Directors of the Association shall appoint members of the Architectural Review Committee.

17.

Article III, Section 3.05 is amended by deleting the following:

Home 101 Builders, LLC 311 W.I. Parkway, Dallas, Georgia 30132.

And by replacing with the following:

Architectural Review Committee of The Reserve at Reid Plantation Homeowners Association, Inc. (also known as The Reserve at Reid Plantation HOA, Inc.) at such address as the Association and/or the ARC shall designate in the rules and regulations of the Association and/or the address for the Registered Agent of the Association as listed with the Georgia Secretary of State.

18.

Sections 3.06, 3.07 and 3.08 of Article III are deleted. Section 4.04 of Article IV is also deleted.

19.

Article V, Section 5.01 is amended by deleting the last sentence thereof and replacing it with the following:

The Association shall also be empowered to purchase real property (including without limitation, easements and other interests therein and the facilities and improvements thereon) as well as enact Bylaws and rules and regulations providing for the organization and operation of the Association and the utilization of Common Areas and Lots and public services provided or made available by the Association.

20.

Article V, Section 5.05 of the Declaration is amended by the addition of the following to the end of Section 5.05:

In addition to the Exhibit B property as referenced in Section 5.05, all terms, provisions, rights, privileges and options (within this Section 5.05) for the Association, acting through the Board, to authorize submission/annexation to the Declaration (and related modifications) and to the jurisdiction of the Association with the Owners being members of the Association, shall also apply to and include any Lot or common area located on the following Plats: Plat Book 92, Pages 208-211 as recorded in the Carroll County Superior Court records; this shall be in addition to the already existing Association/Board general authority to confirm Lots previously submitted/annexed or deemed to be submitted/annexed to the Declaration and jurisdiction of the Association.

21.

Article V is amended by the addition of the following as Section 5.06:

5.06 Georgia Property Owners' Association Act. The Subdivision and the Lots submitted hereto (be it by Plat or deed or other method/type of submission) shall constitute 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.

22.

Article VI, Sections 6.01, 6.03, 6.04, 6.05, 6.06, and 6.07 of the Declaration are hereby deleted and the following is substituted along with the addition of Section 6.10:

6.01 Assessments

Each Owner of a Lot, by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an annual assessment; (2) an Initiation Assessment; (3) a Foreclosure Administrative Fee; (4) special and specific assessments; and (5) all charges (including fines) levied against a Lot and its Owner, together with interest, late charges, costs of collection and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses),

all in the maximum amounts permitted under the Act. All such assessments and other charges shall be: (i) a charge and a continuing lien against such Lot; and (ii) 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 Carroll County, Georgia land records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever. The Association, acting through the Board, may assess in accordance with Section 44-3-225(a) of the Act. Assessments may be used for any purpose the Board of Directors determines will benefit the Association, the Owners or the Community.

6.03 Computation of Operating Budget and Assessment

The 2021 annual assessment is \$400 (four hundred dollars). The annual assessment shall be due and payable each year on April 1st. Such assessment may be increased by the Board of the Association provided that any increase in the assessment shall not exceed 10% of the amount of the prior year's assessment unless an increase in excess of such 10% is approved by a vote of a majority vote of those eligible owners voting in person or by proxy at a meeting duly called or by written consent in lieu of such meeting.

To establish the annual assessment for a fiscal year, the Board of the Association shall prepare a budget covering the estimated costs of operating the Properties and the Association's debts and expenses, which may include a reserve contribution. The Board shall send the budget to the Owners at least 30 days prior to the due date. If the membership disapproves the proposed increase, the Board of Directors shall reverse the budget within the allowed 10% limit and the assessment.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Association expenses on which the Board establishes the annual assessment.

6.04 Special Assessments.

In addition to the all other assessments, which include all annual assessments, and other charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose the Board of Directors determines may benefit the Association, the Owners or the Subdivision. Special assessments totaling more than \$200 per Lot in any fiscal year must first be approved by at least a majority of those eligible Owners present, in person or by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting or alternatively, by written consent or by ballot. The due date for payment of any Special assessment shall be at least 60 days from the date notice of an approved assessment is sent to by the Association.

6.05 Effect of Nonpayment of 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:

- (i) 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;

(ii) 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;

(iii) the Board 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 in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(iv) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

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 is suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing.

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.

6.06 Lien Priority

The lien provided for herein shall have priority as provided in the Act.

6.07 Foreclosure Administration Fee.

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Carroll County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot will be required to pay the Association a Foreclosure Administration Fee of \$500.00 at the time the foreclosure deed is recorded in the Carroll County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

6.10 Initiation Assessment

In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot, other than to the spouse or heir of the Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated initiation fee assessment ("Initiation Assessment"). The assessment shall be collected at or upon the closing of each such conveyance or transfer. The Initiation Assessment shall be in an amount equal to the then current annual assessment. The Initiation Assessment shall constitute a specific special assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot and collected in the same manner as any other assessment.

23.

The fourth sentence of Article VII, Section 7.02 is amended by substituting the word "Association" for the words "Review Committee".

Article VII, Section 7.02 Enforcement is further amended by the addition of the following at the end of such Section:

In addition to the enforcement option set forth herein, the Association shall also have the option to impose fines for violations of any provision of the Declaration, Bylaws, rules and regulations, use restrictions, design guidelines and/or associated documents.

24.

Article VII, Sections 7.03 and 7.05 are amended by adding the phrase "actually incurred" after the words "reasonably attorney's fees" such that the phrase shall read "reasonably attorney's fees actually incurred."

25.

Article VIII, Section 8.01 of the Declaration is hereby amended by renumbering such provision as 8.01(a) and by the addition of the following to follow it as Sections 8.01(b), c and (d):

8.01 (b) Default Member Approval Procedure After Nonresponse. It is recognized that, when members fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, vital amendments to the Declaration may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for member actions which are as significant as amending this Declaration. To balance these competing concerns, this subsection establishes a mechanism which provides every eligible member an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration, but also a realistic mechanism for approving important amendments, without the damaging consequences of member nonresponse.

The Board shall issue notice of all proposed amendments to each member. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form, ballot in lieu of a meeting, or directed proxy, each complying with any requirements of the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-1, et seq., giving members an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved by sufficient vote or defeated by sufficient vote within 60 days of such notice, then the board may seek to obtain default approval from members under this subsection. In such case, the Board shall, by certified mail, send or issue a default approval notice to all members who have not voted or returned consents or ballots on a proposed amendment within the 60-day period. The default approval notice shall include a consent form or ballot, as provided above, along with a statement that the member's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within the time specified, the member will be deemed to have consented to and approved the amendment.

(c) No person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Carroll County, Georgia land records.

(d) Amendments to Comply with Law or Conform Documents. Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with any applicable state, city or federal law, including but not limited to compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Association Bylaws and applicable laws.

26.

The text of Article X, Section 10.05 is hereby deleted and the following is substituted therefor:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of, and shall be enforceable by, the Association and, in an appropriate matter, any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually, to the extent provided by law. This Declaration, including but not limited to, all the terms, covenant and conditions, shall run with and bind the real property in the Subdivision perpetually to the extent provided in the Act.

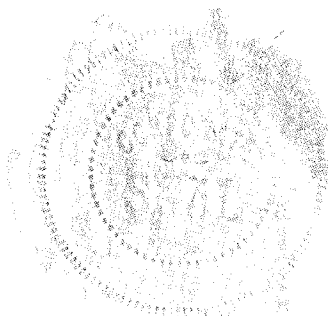
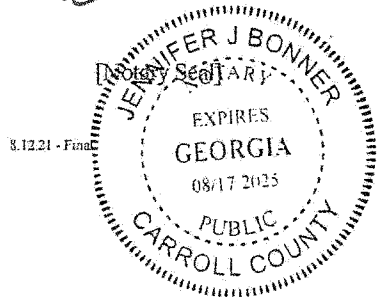
IN WITNESS WHEREOF, the undersigned officers of The Reserve at Reid Plantation Homeowners Association, Inc. (aka The Reserve at Reid Plantation HOA, Inc.), hereby certify that any required notices were provided and this amendment was approved by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding 66-2/3% of the total vote thereof.

This 2nd day of August, 2022

THE RESERVE AT REID PLANTATION HOMEOWNERS ASSOCIATION, INC. (aka The Reserve at Reid Plantation HOA, Inc.)

Sworn to and subscribed to before me this 2nd day of August, 2022
[Signature]
Witness [Signature]
Notary Public

By: [Signature] (Seal)
President
Attest: [Signature]
Secretary
[Corporate Seal]



14.