

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:

Coulter & Sierra, LLC  
2800 Century Parkway, Suite 275  
Atlanta, GA 30345  
Attn.: AHB  
1816.07

STATE OF GEORGIA  
COUNTY OF BARROW

Cross Reference: Deed Book: 2187  
Page: 337

**FIRST AMENDMENT TO THE COVENANTS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANDLER PARK AND AMENDMENT TO THE BY-LAWS OF CANDLER PARK HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANDLER PARK AND AMENDMENT TO THE BY-LAWS OF CANDLER PARK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Amendment") is made as of the 1 day of April, 2020 by Candler Park Homeowners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

**WITNESSETH:**

**WHEREAS**, PH 30, LLC executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Candler Park on December 13, 2018, in Deed Book 2187, Page 337, *et seq.*, of the Barrow County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, the "Covenants"); and

**WHEREAS**, pursuant to that certain Assignment of Declarant's Rights, recorded on December 20, 2018, in Deed Book 2189, Page 126, *et seq.*, PH 30, LLC assigned its rights as "Declarant" under the Covenants to Candler Park Homes, LLC (the "Declarant"); and

**WHEREAS**, pursuant to Section 8.02 of the Covenants, the Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the owner of any real property subject to the Covenants; and

**WHEREAS**, those certain By-Laws of Candler Park Homeowners Association, Inc. were adopted on October 25, 2018 (the "By-Laws"); and

WHEREAS, pursuant to Article VI, Section 5 of the By-Laws, the provisions of the Covenants applicable to amendment of that instrument shall apply to any amendment of the By-Laws, but if not addressed in that instrument then these By-Laws may be amended by a unanimous vote of the Board of Directors or majority vote of all Members constituting a quorum as any regular or special meeting; and

WHEREAS, the Association desires to amend the Covenants and by-Laws as set forth herein and intends for this Amendment to be prospective only; and

WHEREAS, at least seventy-five percent (75%) of the Owners have signed this Amendment, as evidenced by the certification of the Secretary of the Association and the signatures of the owners themselves, attached as Exhibit "A" hereto and incorporated herein; and

WHEREAS, Declarant has also signed this Agreement, as an owner of real property subject to the Covenants;

NOW, THEREFORE, the Association hereby adopts this Amendment to the Covenants, hereby declaring that all the property now or hereafter subject to the Covenants shall be held, conveyed, encumbered, used, occupied and improved subject to the Covenants, amended as follows:

1.

**Section 4.05(a) of the Covenants is hereby amended to delete Section 4.05(a) in its entirety and replace it with the following:**

- (a) In any assessment year, a special assessment to cover unbudgeted expenses or expenses in excess of those budgeted, provided that any such assessment shall have been dis-approved by two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment, the cost of nonrecurring maintenance or services deemed necessary or desirable by the Board.

2.

**Article IV of the Covenants shall be modified by appending the following new Section 4.09 as follows:**

The Association shall have the power to levy specific assessments against a particular Lot as follows:

- (a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and
- (b) to cover costs incurred in bringing the Lot into compliance with the Covenants, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the

Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Article III, Section "C" 4 of the By-Laws, before levying any specific assessment under this Section.

**3.**

**Section 5.06 of the Covenants is hereby amended to delete Section 5.06 in its entirety and replace it with the following:**

5.06 Regardless of local laws, vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Property. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot. All Lots shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Lot, except in a garage or other area designated by the Board, for a period longer than five days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Property by the Board of Directors. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Property or temporarily kept in the Property, except if kept in a garage, for periods longer than 24 hours may be removed from the Property by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No commercial vehicles, eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept, or stored within the Property except during the time reasonably necessary to provide service or delivery within the Property.

If any vehicle is parked on any portion of the Property in violation of this Section or in violation of the Association's rules and regulations, the Board, or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle

towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

4.

**Sections 5.07, 5.08, 5.09, 5.10, and 5.14 of the Covenants are hereby deleted in their entirety.**

5.

**Article V shall be modified by appending the following new Section 5.30 as follows:**

5.30 All maintenance of the Lot and all structures and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with these Covenants. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, and exterior lighting in good repair and working order; complying with all governmental health and police requirements; and repair of exterior damage to improvements. In addition, Owners shall maintain, repair and/or replace any pipe(s), wire(s) and conduit(s) which serve only the Lot, whether said pipe(s), wire(s) or conduit(s) are located within or outside of a Lot's boundaries. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary. The Owner shall have ten days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

6.

**Section 7.01 of the Covenants is hereby amended by deleting Section 7.01 and replacing it with the following:**

These Covenants and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant, so long as Declarant is an Owner, (ii) the Association, and (iii) each Owner, their legal representatives, heirs, successors, and assigns. The Association may impose sanctions for violations of the Covenants in accordance with procedures set forth in the Article III, Section "C" 4 of the By-Laws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Property. In addition, the Association may exercise self-help to cure violations and may suspend any services it provides to the Lot of any Owner who is more

than 30 days delinquent in paying any assessment or other charge due to the Association. All remedies set forth in the Covenants shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or Association rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

7.

**Section 7.02(a) of the Covenants is hereby amended by deleting Section 7.02(a) and replacing it with the following:**

(a) Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in the amount of the greater of Ten (\$10.00) Dollars or Ten percent (10%) of the amount due and interest shall be imposed at a rate of ten percent (10%) per annum on the principal amount due. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of Barrow County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners.

8.

**Article II, Section 9 of the By-Laws is hereby modified by deleting the Article II, Section 9 in its entirety and replacing it with the following:**

Section 9. Quorum. The presence, in person or by proxy, of Members entitled to cast at least ten (10) percent of the votes of Members entitled to vote on the issue(s) before the meeting shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**9.**

**Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Covenants.**

**10.**

**This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Barrow County, Georgia.**

**11.**

**Except as herein modified, the Covenants shall remain in full force and effect.**

**[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Association and the Declarant have caused this Amendment be executed under seal the day and year first above written.

ASSOCIATION:

**Candler Park Homeowners Association, Inc.,**  
a Georgia nonprofit corporation

By: \_\_\_\_\_

Its: President

Attest: \_\_\_\_\_

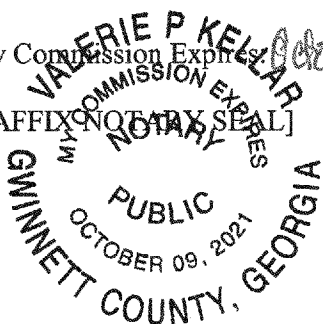
Its: Secretary

Sworn to and Subscribed before me this  
day of April, 2020.

NOTARY PUBLIC

My Commission Expires

[AFFIX NOTARY SEAL]



DECLARANT:

**Candler Park Homes, LLC,**  
A Georgia limited liability company

By: \_\_\_\_\_

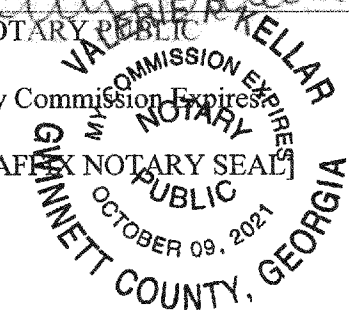
Its: \_\_\_\_\_

Sworn to and Subscribed before me this  
day of April, 2020.

NOTARY PUBLIC

My Commission Expires

[AFFIX NOTARY SEAL]



**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

\_\_\_\_\_(SEAL) ADDRESS: \_\_\_\_\_

**Southern Heritage Home Builders, LLC,**  
A Georgia limited liability company

By:   
Its: Michael Brown

83 Candler Park Drive  
63 Candler Park Drive  
19 Candler Park Drive

ADDRESSES: 242 Candler Park Drive  
247 Candler Park Drive  
219 Candler Park Drive  
175 Candler Park Drive  
135 Candler Park Drive  
56 Candler Park Drive  
49 Candler Park Drive



Sworn Statement of the Secretary of  
Candler Park Homeowners Association, Inc.

STATE OF GEORGIA  
COUNTY OF BARROW

Re: Candler Park Homeowners Association, Inc.


Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Candler Park Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc. was approved by the written consent of at least 75% of the Owners.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20, the Declaration of Covenants, Conditions and Restrictions for Candler Park, and the By-Laws of Candler Park Homeowners Association, Inc.

This 1 day of April, 2020.

By:

Name:

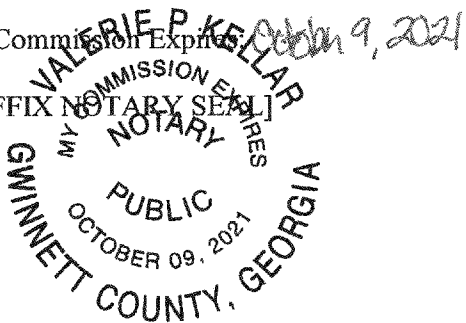
  
Michael Phelps

Sworn to and subscribed before me this  
day of April, 2020.

  
NOTARY PUBLIC

My Commission Expires

[AFFIX NOTARY SEAL]



**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: **Dustin Monroe**

Signature: \_\_\_\_\_

Homeowner 2: **Emily Monroe**

Signature: \_\_\_\_\_

**ADDRESSES:**

122 Candler Park Drive

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: Denise F Jensen

Signature: Denise Jensen

Homeowner 2: \_\_\_\_\_

Signature: \_\_\_\_\_

**ADDRESSES:**

34 Candler Park Drive

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: Bradly Davis

Signature: 

Homeowner 2: Corrine Davis

Signature: 

**ADDRESSES:**

194 Candler Park Drive

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: \_\_\_\_\_

Signature: *[Signature]*

Homeowner 2: \_\_\_\_\_

Signature: *[Signature]*

**ADDRESSES OWNED:**

172 Candler Drive

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: \_\_\_\_\_

Signature: Nelson Wayne Dill

Homeowner 2: \_\_\_\_\_

Signature: Sonyia B. Dill

**ADDRESSES OWNED:**

224 Candler Drive

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

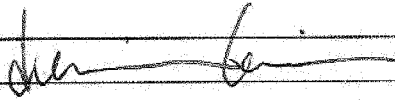
This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: Alan K Gideon

Signature: 

Homeowner 2: Julianne Gideon

Signature: 

**ADDRESSES OWNED:**

21 Candler Park Court

**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: Southern Heritage Home Builders LLC A Georgia Limited Liability Company

By: \_\_\_\_\_

Its: Margie Decker

Homeowner 2: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ADDRESSES:**

104 Candler Park Drive

242 Candler Park Drive

247 Candler Park Drive

219 Candler Park Drive

175 Candler Park Drive

135 Candler Park Drive

83 Candler Park Drive

56 Candler Park Court

63 Candler Park Court

49 Candler Park Court

19 Candler Park Drive



**EXHIBIT "A"**  
**Certification and Consent of Owners to Amendment**

By execution below, being the record title owner of Lots within the Property, the undersigned hereby consent to the foregoing this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Candler Park and Amendment to the By-Laws of Candler Park Homeowners Association, Inc.

This Consent may be signed in counterparts, which shall be compiled together to create a whole.

**OWNERS:**

Homeowner 1: Candler Park Homes LLC A Georgia Limited Liability Company

By: [Signature]

Its: Managing member

Homeowner 2: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ADDRESSES:**

248 Candler Park Drive

239 Candler Park Drive

199 Candler Park Drive

155 Candler Park Drive

113 Candler Park Drive

38 Candler Park Court

60 Candler Park Court

59 Candler Park Court

21 Candler Park Court