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STATE OF GEORGIA  
COUNTY OF WALTON  
Cross Reference:  
Book 4146 Page 330 et seq.  
Book 4189 Page 119 et seq.  
Book 4525 Page 65 et seq.  
Book 5499 Page 396 et seq.

**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRAND HAVEN AT ALCOVY  
MOUNTAIN**

This **SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRAND HAVEN AT ALCOVY MOUNTAIN** (Amendment) is made this 13th day of August, 2024, by Grand Haven at Alcovy Mountain Homeowners Association, Inc. (the Association), a Georgia nonprofit corporation.

WITNESSETH:

**WHEREAS**, the Declaration of Protective Covenants, Conditions, Restrictions and Easements at Grand Haven at Alcovy Mountain was recorded in Deed Book 4146 Page 330 et. seq., Walton County, Georgia Records, (hereinafter referred to as the "Declaration"); and

**WHEREAS**, the Declaration subjects each of the described properties to the membership and governance of the Association a nonprofit Georgia corporation;

**WHEREAS**, the Declaration for Grand Haven at Alcovy Mountain Homeowners Association, Inc. was previously amended to subject the Association and the Declaration to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. in Deed Book 5499 Page 396 et. seq., Walton County, Georgia Records;

**WHEREAS**, the Declaration provides for the amendment of the Declaration;

**WHEREAS**, the Amendment shall be effective upon recordation in the Walton County, Georgia land records;

WHEREAS, this Amendment was approved pursuant to the terms of the Declaration as shown by the certification attached as Exhibit A;

NOW, THEREFORE, the Declaration is amended as follows:

1. Article 4, Section 413. Working Capital Contribution, is hereby removed in its entirety and replaced with the following:

“4.13 Initial Assessments. In addition to the Annual Assessments, Special Assessments, and Specific Assessments, upon each conveyance of title to a Lot to an Owner an initiation fee shall be collected from the purchaser at the closing of such transaction and paid to the Association.

The initiation fee shall be \$1,500.00 as of the date of the recordation of this Declaration; however, this amount may be increased or decreased in the sole discretion of the Board of Directors at any time; however, in no event shall the initiation fee be in excess of two times the amount of the yearly annual assessment. The initiation fee shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the annual general assessment and shall not be considered an advance payment of such assessment. The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of the operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.”

2. Article 5, Section 5.1(b). Lot Maintenance, is hereby removed in its entirety and replaced with the following:

“(b) Lot Maintenance. Grass cutting and maintaining of landscaping as originally installed shall be the maintenance responsibility of the Association. The Association shall not be responsible for adding any additional landscaping to the lot. The maintenance and/or repair of landscaping on an Owner's Lot shall be the responsibility of such Owner. The maintenance or replacement(s) thereof the Lot and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof. The maintenance of all landscaping installed or altered on a Lot by the Owner(s) thereof shall be the complete maintenance responsibility of such Owner(s). Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the ACC. Any diseased or dead landscaping shall be promptly replaced by such Owner. Excessive weeds, underbrush, or unsightly growth shall be removed by the Association as part of the landscape maintenance; provided, however, in the event that such excessive weeds, underbrush or unsightly growth is the result of improper maintenance by an Owner, then all costs associated with such removal shall be a specific assessments against the Lot of such Owner. The Association will be responsible for the re-application of pine straw. The schedule of maintenance provided by the Association will be determined by the Board in conjunction with the preparation of the annual budget.

Notwithstanding anything to the contrary herein, in the event that a fence is erected or installed on a Unit pursuant to the provisions of Article 6 hereof, the Association shall continue to maintain the area enclosed by said fence; provided, however, the Owner must allow access through an unlocked gate and no pet or other obstacle shall be present in the area at the time of

such maintenance in order for the area enclosed by said fence to be maintained by the Association. In the event that the Unit Owner refuses access to the area enclosed by the fence, the gate is locked or a pet or other obstacle is present in such area at the time that maintenance is performed by the Association or its agents, said Owner shall not be entitled to a reduction in the liability for assessments due in the event the Association is unable to maintain the enclosed property and such Owner shall be obligated to maintain such area in a manner consistent with the Community-Wide Standard and this Declaration.”

3. Article 7, Section 7.3. Signs, is hereby removed in its entirety and replaced with the following:

“7.3 Signs. No sign, other than signs required by legal proceedings or one “For Sale” sign no more than four square feet in area, shall be erected by an Owner within the Community without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs. The Board shall have the right to remove any sign not approved so long as it provides at least two (2) days’ written notice to the Owner.”

4. Article 7, Section 7.5. Leasing, is hereby removed in its entirety and replaced with the following.

“7.5 Leasing.

(a) “Leasing” is defined as regular occupancy of a Lot by any person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or any other agent of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. The Board of Directors of the Association shall have the sole discretion to determine whether a particular occupancy constitutes leasing under this Definition.

(b) Prohibition on Leasing. Subject to any prohibitions on restricting current nonowner occupied Lots from continuing to be leased pursuant to the Georgia Property Owners' Association Act, if any, Leasing in the Association shall be governed as follows: In order (1) to protect the equity of the individual Owners, (2) to carry out the purposes for which the Community was formed by preserving the character of the Community as a residential community of primarily Owner-occupied homes, (3) to assist in compliance with the eligibility requirements for financing in the secondary mortgage market, and (4) for other purposes, no more than five percent (5%) of the Lots may be leased within the Community, except in the case of undue hardship, as defined in Section (d) below, (and the foregoing restriction shall also apply to an Owner occupying a Lot who desires to lease a portion of his or her Lot). Except as otherwise provided in Section (i) below, no Owner may lease his or her Lot without first having a valid leasing permit or hardship leasing permit issued in accordance with this Article.

The Association may also promulgate rules and regulations regarding compliance with this Article to ensure the leasing provisions are followed. No Owner may lease or rent their property on a day-to-day or similar period.

Vacation or temporary rentals of any kind are not permitted. No Owner may lease only a portion of his or her Lot. All Lots must be leased in their entirety or not at all, subject to the restrictions and rules stated herein.

(c) Leasing Permit and Initial Residency Requirement. Any Owner who desires to lease his or her Lot must give prior written notice of the same to the Board and request its approval to lease his or her Lot. Prior to being eligible to submit a request for approval to lease a Lot and to being eligible for a leasing permit, an Owner must have resided in the Community for a period of at least one (1) consecutive year prior. If less than five percent (5%) of the Lots are currently being leased in the Community and the Owner has resided in the Community for the required period above, then the Board of Directors shall issue a leasing permit to such Owner to lease his or her Lot so long as the lease conforms to the provisions of this Article and otherwise conforms to any and all rules and regulations promulgated by the Board related to leasing. The leasing permit shall be for a term of at least twelve (12) months unless otherwise approved in writing by the Board. If five percent (5%) or more Lots are currently being leased in the Community, an Owner who desires to lease his or her Lot (and gives written notice of the same to the Board of Directors as provided herein) shall be placed on a waiting list in the order of priority based on when the request is received from the Owner, and no additional leasing permits shall be issued except for the case of hardship leasing permits as provided in Section (d) herein until the number of outstanding leasing permits falls below five percent (5%) of the Lots in the Community. At the time when the number of leases within the Community falls below five percent (5%) of the Lots within the Community, then the Owner who is at the top of the waiting list shall be permitted to lease his or her Lot, if he or she so desires, so long as they otherwise comply with this Article and any rules or regulations promulgated by the Board regarding leasing.

A leasing permit shall automatically be revoked upon the happening of any of the following events: (i) the sale or transfer of the Lot to a third party for \$100.00 or more, (ii) the failure of the Owner to lease his or her Lot within ninety (90) days of the date the leasing permit is issued; (iii) the expiration of the leasing permit, or (iv) failure of the Owner to comply with any other provisions of the Declaration of Covenants or Rules and/or Regulations promulgated by the Board. Upon expiration of a leasing permit as provided herein, if an Owner whose leasing permit has expired desires to continue to lease his or her Lot, such Owner must give written notice to the Board to continue to lease his Lot as provided in this Article.

(d) Undue Hardship. Notwithstanding the foregoing, the Board of Directors, in its sole discretion, shall be empowered to issue a hardship leasing permit to an Owner upon written application to avoid undue hardship upon an Owner, including, but not limited to, those instances (1) where an Owner must relocate his or her residence, and cannot, within ninety (90) days from the date that the Lot was placed on the market, sell the Lot for the current fair market value (as may be determined in the sole discretion of the Board), after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) the Owner temporarily relocates outside the metropolitan Atlanta area and intends to return to reside on the Lot. None of these reasons shall require the Board to declare an undue hardship and are given as examples only. Moreover, the Board is not limited to these reasons as they are given as examples only.

Those Owners who are required to demonstrate and who have demonstrated that the inability to lease their Lot would result in an undue hardship as determined in the sole discretion of the Board and have obtained written approval of the Board may lease their Lots for such period and under such terms as the Board may dictate. The Board may revoke the hardship leasing status at any time in its sole discretion.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board at least thirty (30) days in advance of the proposed commencement of such lease term, setting forth (1) the circumstances necessitating the leasing, (2) the name of the proposed lessee, (3) a copy of the proposed lease, and (4) such other information as the Board may reasonably require. Leasing in the case of undue hardship shall only be permitted upon the express written approval of the Board.

(e) General Restrictions on Leasing. Lots may be leased only in their entirety. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written approval of the Board of Directors. No Owner shall be permitted to lease his Lot for transient hotel purposes. All leases must be for an initial term of not less than twelve (12) months, except as otherwise approved by the Board in writing. In addition, the Owner shall provide the lessee with copies of the Declaration, Bylaws, and Rules and Regulations of the Association, and any amendments thereto (hereinafter, the "Governing Documents") at or prior to the beginning of the term of the lease. Prior to the commencement of any lease, the Owner shall provide the Board with a correct copy of the lease, the name of the tenant(s), and all other persons who are occupying the Lot.

The Association shall be entitled to limit the number of persons occupying a leased Lot; provided, that in no event shall any persons be entitled to occupy a leased Lot other than the members of a "family unit" (for the purposes of this Article, the term family unit shall mean and refer to one or more persons occupying a leased Lot as a single household unit, which shall not include the occupation of a leased Lot by a group of persons as a boarding house, lodging house, hotel, motel, fraternity or sorority house, or any other similar occupancy as determined in the sole discretion of the Board).

Notwithstanding anything in this Article, if an Owner who desires to lease his Lot is in violation of the Declaration, bylaws, rules or regulations or is delinquent in the payment of any assessment, fine, late fee, cost, or any other charged owed to the Association, the Board of Directors may deny the Owner the right to Lease his Lot until any and all charges are paid and/or the Owner is in full compliance with the Declaration, Bylaws, and all rules.

(f) Specific Leasing Provisions. Any lease of a Lot within the Community shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of this covenant. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following provision into any lease:

- (i) Compliance with Governing Documents. The lessee agrees to abide by and comply with all provisions of the Governing Documents, Declaration, Bylaws, and Rules and Regulations of the Association. Any lessee charged with a violation of the Governing Documents, Declaration, Bylaws, and/or Rules and Regulations of the Association shall be jointly and severally liable to the Association for any fines, charges, costs, or other amounts owed by the Owner by reason of the violation pursuant to the Governing Documents, Declaration, Bylaws, and Rules and Regulations.
- (ii) Violations. Any violations of the Association Governing Documents, Declaration, Bylaws and/or Rules and Regulations of the Association shall constitute a default under the lease and shall entitle the Association to evict the tenant in accordance with Georgia law.
- (iii) Common Area Access. The Association may limit Common Area access to tenants and their guests in any manner it deems reasonable.
- (iv) Association as Third Party Beneficiary. The Association shall be entitled to collect any and all rent due and payable from the lessee to the Owner as payment for any assessments, fines, or other charges due to the Association as the Owner. The Association may utilize this provision by notifying the Owner and lessee in writing of the lessee's obligation to send the funds to the Association and the amount due to the Association.

(g) Owner Responsibility. Each Owner is responsible for assuring that all lessees and other occupants of the Owner's Lot shall comply with the Governing Documents and for all violations and losses caused by such lessees and/or occupants. Each Owner is jointly and severally liable for all fines and other charges assessed against the Lot regardless of whether the Owner or lessee or occupant commits the violation. All such charges and fines shall constitute an assessment and lien against the Lot and shall be collectable in the same manner as regular assessments. Although the Association shall have the right to evict the lessee in the event of non-compliance, it shall not have the obligation or responsibility to do so. This is merely an option that is available at the Board's discretion. However, the Board may also require that the Owner evict its lessee in the event of a violation and the failure to conduct the eviction at the Board's direction shall be an additional basis for fines and assessment of costs against the Owner. The violation of this provision shall also give rise to an independent cause of action in equity or at law to the Association in order to force compliance.

(h) Additional Leasing Regulations. Owners must submit a completed and signed lease permit application or hardship leasing permit application (if applicable), and the \$250.00 fee to the Association. The Association may increase the leasing permit fee in the sole discretion by majority vote of the Board of Directors. If the leasing permit fee is increased, the Board shall do so by resolution and distribute said resolution to the members.

The Board shall have the power to make and enforce reasonable rules and regulations with respect to the leasing of Lots within the Community and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Article. Such rules and regulations as may be adopted by the Board (by way of example and

not limitation) a requirement that any Owner must pay to the Association a security deposit to secure payment and performance of obligations of the Owner and the lessee under the Governing Documents, and to cover any damages caused to the Common Area by such Owner or lessee, or their respective occupants, guests, invitees or licensee. The Board may also create a method of requiring each Owner to report its leasing status and fines and/or penalties for any failure to comply with such rule or regulation. The Board may also modify or change the provisions that are required to be contained within any lease. Any transaction which does not comply with the provisions of this Article shall be void unless subsequently approved by the Board of Directors in writing.

(i) Applicability. Leases existing on the recording date of the Leasing Amendment shall not be subject to the terms of the Leasing Amendment, provided, that the Owner of the Lot being leased has filed a copy of the lease with the Board of Directors within thirty (30) days of the date on which the Leasing Amendment is recorded in the Walton County, Georgia records (the "Existing Lease(s)"). Such Existing Leases may continue in accordance with their terms, provided, however, that any Existing Leases shall be counted for the purposes of determining the total number of leasing permits which may be issued to Owners in accordance with Section (b) of the Article herein, provided further, that any assignment, extension, renewal, or modification of any such Existing Lease, shall be considered a termination of the Existing Lease and a commencement of a new lease which must comply with the provisions of the Declaration as amended in its entirety. All leases executed on or after the recording date of the Leasing Amendment shall be subject to the terms of the Declaration as amended in its entirety.

(j) Disputes and Resolution. Any Owner, lessee, or other party that wishes to dispute any provision of this Article, to dispute any action taken by the Association or its agents under this Article, or if any other dispute arises between an Owner and the Association, prior to an Owner filing any action against the Association, members of the Board of Directors, or Officers of the Board of Directors; a hearing must be requested or obtained to provide notice to the Board of Directors and to allow the Association an opportunity to cure any issues before a lawsuit is filed. This is a prerequisite to filing any action against the Association, members of the Board of Directors, or Officers of the Board of Directors or seeking any relief from the Association, members of the Board of Directors, or Officers of the Board of Directors.

(k) Miscellaneous. The Association shall have no affirmative obligation to verify the accuracy of the certification provided by the Owner. The Association shall have no affirmative obligation to take any action against any Owner or renter based on any violation of these rules.

The Association is not responsible for providing security to any Owner or occupant or otherwise providing any assurances regarding the presence of individuals within Grand Haven at Alcovy Mountain. Each Owner and occupant are responsible for providing their own security in any and all areas within Grand Haven at Alcovy Mountain."

5. Article 11, Section 11.7 Amendment, is hereby removed in its entirety and replaced with the following:

“11.7 Amendment. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the eligible votes. Amendments to this Declaration shall become effective upon recordation in the Walton County, Georgia Land Records, unless a later effective date is specified therein.

After one (1) year, any amendment to this Declaration shall be conclusively valid and shall not be subject to review or challenge.”

6.

**NOW THEREFORE**, this Amendment shall be effective upon recordation in the Walton County, Georgia records. Except as herein modified or amended, the Amended Declaration shall remain in full force and effect. Attached hereto as Exhibit “A” and made a part hereof by this reference is the Certification of the President and Secretary of the Association certifying that the foregoing amendment to the Declaration was duly adopted by the agreement of at least two-thirds (2/3) of the Lots in the Association established by the Georgia Property Owners’ Association Act and the Declaration.

7.

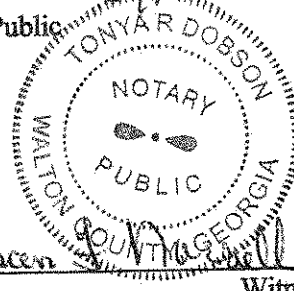
IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of the Association herein, have executed this instrument and affixed the corporate seal this 13 day of August, 2024.

Grand Haven at Alcovy Mountain Homeowners Association, Inc., a Georgia nonprofit corporation

Sworn to and subscribed before me this 13 day of August, 2024

By: [Signature]  
President

Tonyar R Dobson  
Notary Public Exp. 9.9.25

[Seal]   
Suzanne G. [Signature]  
Witness

By: Diane Chadwick  
Secretary



EXHIBIT "A"

Certification of President and Secretary of Grand Haven at Alcovy Mountain Homeowners Association, Inc.

The undersigned President and Secretary of Grand Haven at Alcovy Mountain Homeowners Association, Inc. (hereinafter "Association") hereby swear under oath that the above **SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRAND HAVEN AT ALCOVY MOUNTAIN** was duly adopted by the agreement of at least two-thirds (2/3) of the Lots in the Association pursuant to *Article 11, Section 11.7(c)* of the Declaration.

Daniel T. Pudman

[Signature]

8/13/24

President  
Printed Name

Signature

Date

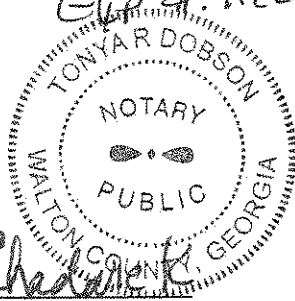
Sworn to and subscribed before me  
this 13 day of August, 2024

Tonyka R Dobson  
Exp 9.9.2025

Janet E. Wingfield  
Witness

Notary Public

[Seal]



Diane Chadwick

Diane Chadwick 8/13/24

Secretary  
Printed Name

Signature

Date

Sworn to and subscribed before me  
this 13 day of August, 2024

Tonyka R Dobson  
Exp 9.9.25

Susan J. Howell  
Witness

Notary Public

[Seal]

