

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Elina V. Brim

Cross Reference:
Deed Book 37422, Page 05

STATE OF GEORGIA

COUNTY OF GWINNETT COUNTY

**AMENDMENT TO THE DECLARATION OF ADDITIONAL COVENANTS FOR
CHANDLER CREEK**

This Amendment to the Declaration of Additional Covenants for Chandler Creek (hereafter referred to as "Amendment") is made on the date set below.

W I T N E S S E T H:

WHEREAS, Chandler Creek Associates, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants, Conditions, and Easements for Chandler Creek, Unit I, on May 15, 1990 in Deed Book 6024, Page 36 of the Gwinnett County, Georgia land records (hereafter referred to as the "Original Declaration");

WHEREAS, the Original Declaration was specifically applied to Chandler Creek Unit Two and Chandler Creek Unit Three by reference thereto in the plats recorded for Unit Two and Unit Three, at Plat Book 53, Page 288 and Plat Book 56, Page 41, respectively;

WHEREAS, owners of the Chandler Creek subdivision subsequently consented to and recorded that certain Declaration of Additional Covenants for Chandler Creek, recorded on June 16, 2009, in Deed Book 49542, Page 745 of the Gwinnett County, Georgia land records (hereafter referred to as the "New Declaration");

WHEREAS, the New Declaration established a homeowners association, and created a permanent and mandatory membership for Participating Members who consented to said Declaration;

WHEREAS, Article 6 of the New Declaration provides that it may be amended with the affirmative vote, written consent or any combination thereof at least two-thirds (2/3) of the total eligible votes of the Participating Members;

WHEREAS, material amendments to the New Declaration must be approved by Eligible Mortgage Holders, which is defined as any holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items, including notice of any proposed amendment;

WHEREAS, this Amendment has been approved by at least two-thirds (2/3) of the total eligible votes of the Participating Members, whose consent forms are attached hereto and incorporated by reference herein;

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders who requested notice of any proposed amendments;

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

1.

Article 2 of the New Declaration is amended by adding the following definition thereto:

(r) Georgia Property Owners' Association Act or Act shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be supplemented, amended or modified. Chandler Creek is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

2.

Article 2 of the Declaration is amended by adding the following definition thereto:

(s) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors or the Architectural Control Committee.

3.

Article 8 of the Declaration is amended by adding the following Section (e) thereto:

(e) Maintenance of Lots. Each Owner shall maintain and keep the Owner's Lot and dwelling in good repair, condition, and order. Such maintenance shall include, but shall not be limited to:

- (a) exterior painting;
- (b) prevention or repair of wood rot and other exterior damage;
- (c) maintenance of garage doors and fences;

- (d) storage of garbage cans, receptacles, and exterior items out of view from the street;
- (e) general landscaping, mowing, edging, weeding, trimming, and keeping planting beds in good condition and free of weeds.

Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance of the Owner's Lot or the repair or replacement of items of which the Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) if the Board of Directors and the Architectural Control Committee both determine that an Owner has not complied with the demand given by the Association as herein provided, then the Association may enforce this Section through monetary fines against the Owner or occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis. Nothing in this section shall be construed to limit the Association's remedies under Georgia law.

4.

Article 7 of the Declaration is amended by striking same in its entirety and replacing it with the following:

7. Restrictive Covenants. A Declaration of Covenants for Unit One (1) recorded in Deed Book 6024, Page 36 through 42, Gwinnett County, Georgia also sets forth certain restrictive covenants affecting the Lots. Such covenants shall run to the benefit of, and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner. Each Participating Member hereby consents that the covenants and restrictions of the Declaration shall run and bind the Property perpetually.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved by the required majority and all notices were properly given.

Dated this ____ day of _____, 20____.

CHANDLER CREEK HOMEOWNERS
ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public