

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Cobb, Olson & Andrlle, LLC
500 Sugar Mill Rd., 160-B
Atlanta, Georgia 30350
Attn: John D. Andrlle, Esq.

Cross Reference:
Deed Book 34685 Page 13

STATE OF GEORGIA

COUNTY OF FULTON

**THIRD AMENDMENT TO THE DECLARATION OF CONDITIONS,
RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WYNCREEK
ESTATES SUBDIVISION**

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WYNCREEK ESTATES (hereinafter “Amendment”) is made on the ___ day of _____, 2024 by Wyncreek Estates Homeowners Association, Inc., a Georgia nonprofit corporation (hereinafter the “Association”).

W I T N E S S E T H:

WHEREAS, the Declaration of Conditions, Restrictions, Covenants, and Easements for Wyncreek Estates was recorded on April 16, 2003, in Deed Book 34685, Page 13, et seq., Fulton County, Georgia records, as amended (“Declaration”); and

WHEREAS, Wyncreek Estates Homeowners Association, Inc. is the “Association” as said term is used and defined in the Declaration;

WHEREAS, the Declarant recorded that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for Wyncreek Estates Subdivision on April 23, 2003; and

WHEREAS, the Declaration, as last amended by that certain Amendment to the Articles of Incorporation, in conjunction with Second Amendment, *infra*, amends and clarifies the amendment process to the Declaration providing future amendments to the Declaration upon the affirmative vote of members who own at least two-thirds of the Lots;

THIS AMENDMENT HEREBY 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 AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION OR ITS MANAGING AGENT FOR INFORMATION REGARDING LIENS, DELINQUENCIES, AND OTHER COVENANT VIOLATIONS.

WHEREAS, the Association, in conjunction with that certain Amendment to the Articles of Incorporation filed for record with the Georgia Secretary of State on _____ recorded on that certain Second Amendment to the Declaration on _____, in Deed Book _____, Page _____, et seq., Fulton County, Georgia records, as amended, providing future amendments to the Declaration upon the affirmative vote of members who own at least two-thirds of the Lots; and

WHEREAS the Declarant no longer had any interest in any lots in the community and its approval for the amendment is no longer required; and

WHEREAS, Owners in the Association holding at least the voting power represented in at least two-thirds of the Lots have approved this Amendment to the Declaration, which are hereby incorporated into this Amendment by this reference and which are on file with the Secretary of the Association;

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

1.

The Preamble on Page 2 of the Declaration is amended by adding an additional “NOW, THEREFORE” containing the following statement thereto:

The Wynecreek Estates Homeowners Association, Inc., the Property subject to and described in this Declaration, and the Declaration, as last amended, are hereby each and all submitted to the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, et seq.

2.

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

(m). “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. The Wynecreek Estates Homeowners Association, Inc. is a residential property owner’s development which is hereby submitted to the Act. The Declaration and all Property subject to the Declaration are accordingly submitted to the Act.

3.

Sections 2.1 and Section 2.3 of Article III of the Declaration are amended by striking same in its entirety and substituting therefor the following Section 2.1 to read as follows:

Class A. Voting. Members shall be entitled to one (1) vote for each Lot owned. Since a Lot Owner may be more than one person, if only one of those persons is present at a meeting of the Association, or is voting by proxy, ballot, or written consent, that person shall be entitled to cast the votes pertaining to that Lot. However, if more than one of those persons is present, or executes a proxy, ballot, or written consent, the vote pertaining to that Lot shall be cast only in accordance with their unanimous agreement as expressed to the Secretary of the Association; and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that Lot without protest being made immediately by any of the others to the person presiding over the meeting or vote.

The votes pertaining to any Lot may, and, in the case of any Lot Owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner or, in cases where the Lot owner is more than one person, by or on behalf of the joint owners of the Lot. No such proxy shall be revocable except as provided in Georgia Code Section 14-2-722 or Georgia Code Section 14-3-724 or by written notice delivered to the Association by the Lot Owner or by any joint owners of a Lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice.

Voting rights shall be automatically suspended, without prior notice, for any Owner who is more than thirty (30) days delinquent in the payment of any assessment or other charge due to the Association, as provided for in Code Section 44-3-223 of the Georgia Property Owners Association Act (the "Act"). Said voting rights shall not be reinstated until all Owners of a Lot cure said delinquency in full prior to any vote and thirty (30) days thereafter. Any Owner whose voting rights have been so suspended shall not be considered eligible to vote at any annual or special meeting or other action taken by the Association, and said vote if cast by such suspended Owner shall not be counted.

4.

Article VI of the Declaration is amended by striking it in its entirety and substituting therefor the following Article VI to read as follows:

ARTICLE 6: ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the community, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of the Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association the payment of all principal and interest when due on all debts owed by the Association, and for such other uses as may be more specifically authorized from time to time by the Board.

Section 2. Creation of Lien and Personal Obligations. Each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees to pay to the Association the annual assessments, special assessments; and specific special assessments, including but not limited to such other amounts as may be imposed in accordance with the terms of this Declaration and the Act.

All assessments, together with charges, interest, fines, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorney fees, costs and expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing charge and lien upon the Lot against which each assessment is made.

Such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessments fell due. 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. The Association, acting through the Board of Directors may record a notice of lien evidencing the lien that arose from the Declaration and Act, but the Board shall have no obligation to record said notice.

No Owner may exempt himself or herself from liability or withhold payment of Assessments for any reason, including but not limited to, nonuse of Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The Board shall determine the manner and dates Assessments shall be paid.

The lien shall have priority as provided in the Act.

Section 3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be deemed delinquent and the Owner shall be in default. Should any assessments, or other charges not be paid within thirty (30) days of the due date, or such later date as may be provided by the Board then in such event the following provisions shall apply:

Section 3.1 Late Charges. A late charge may be imposed that is equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act. Said late charge may be imposed without further notice or warning to the delinquent Owner;

Section 3.2. Interest. Interest at a rate of ten percent (10%) *per annum*, or such higher rate as may be authorized by the Act, shall accrue and be immediately due and payable from the due date;

Section 3.3 Attorney's Fees and Other Costs. Reasonable attorneys' fees actually incurred (including post-judgment attorney fees, costs and expenses) and all costs of collection, court costs, expenses of litigation, and other charges actually incurred by the Association in collecting any sums due hereunder shall accrue and become immediately due and payable from the due date;

Section 3.4. Acceleration. Upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an Owner for unpaid assessments and charges.

Section 3.5. Suspension of Voting and Use Privileges. If assessments or other charges, or any part thereof, remain unpaid for more than thirty (30) days after the payments first become delinquent, the Owners and Occupant's rights to vote and use any amenity or the Common Property shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress or egress to or from a Lot) and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions. If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expense, then to costs and attorney's 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 which are created by the application of current payments to outstanding delinquent assessments or charges.

Section 3.6. Foreclosure. In addition to any other remedy provided for herein, as provided for in Section 44-3-232 of the Act, the lien may be foreclosed by the Association by an action, judgment, and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The Association shall have the power to bid on the lot at any such foreclosure sale and to acquire, hold, lease, encumber, and convey the same.

Section 4. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and maintenance charge to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special

meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessment.

Section 5. Special Assessments. In addition to other charges and assessments authorized herein, the Board may at any time levy a special assessment against all Owners, provided that any such special assessment exceeding the amount of the annual assessment then in effect shall have first been approved by a majority vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose. Special assessments shall be paid as determined by the Board and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6. Specific Special Assessments. The Board of Directors shall have the power to levy specific special assessments against one or more Lots pursuant to this Paragraph and Section 44-3-225 of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to do so shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future.

- (a) Any common expenses benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, as determined by the Association; and
- (b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including attorney's fees incurred by the Association in enforcing the Declaration, Bylaws, or Association rules shall be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses; and
- (c) Any common expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the development as determined by the Association; and
- (d) Other than for limited common areas expressly designated as such in the instrument and assigned to fewer than all Lots, nothing contained in paragraph (A) or (C) of this subsection shall permit an association to specially or disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the common area or the lots which the association has the obligation to maintain, repair, or replace.

Section 7. Capital Budget and Contribution. The Board may prepare an annual or multiyear capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit

meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided above.

Section 8. Statement of Account. Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed twenty-five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

Section 9. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual maintenance charges or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 10. Uniform Rate of Assessments and Specific Assessment. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. In addition to the annual assessments, special assessments, and other assessments authorized by this Declaration, the Association shall also have the power to levy specific assessments against one or more Lots as, in its discretion, it shall deem appropriate as allowed by Section 44-3-225(a) of the Act. Failure of the Association to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Association's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Association has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be considered specific assessments. Such specific assessments and/or specific special assessments may also be made as follows:

- (a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefitting less than all of Lots or significantly disproportionately benefitting all Lots may be specifically specially assessed equitably among all of the Lots which are benefited according to the benefit received.

- (b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licenses or invitees of any Lot may be specifically specially assessed against such Lot, including attorney's fees actually incurred by the Association enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

5.

Section 17 of Article VIII is deleted in its entirety and the following is substituted therefor:

Duration. The covenants and conditions of this Declaration shall run with and bind the Property perpetually as provided in Section 44-3-234 of the Act.

6.

Section 18 of Article VIII is deleted in its entirety and the following is substituted therefor:

Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce any violation of the Declaration, Bylaws, or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity. To further enforce compliance, the Association may also impose reasonable fines as set forth below and as permitted by Section 44-3-223 of the Act.

- (a) Fines. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations, and suspend the provision of any services provided for as a common expense. If any Occupant violates the Declaration, Bylaws, or rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner of Occupant as provided herein. The Board may promulgate a fining schedule setting forth specific monetary fines to be imposed for specific violations of the Declaration, Bylaws, or rules and regulations of the Association. In the absence of a fining schedule, fines shall be set hereby at \$25 per day per violation. Continuing violations shall incur continuing daily fines until

the violation is cured or abated as may be determined in the sole and absolute discretion of the Board of Directors of the Association.

(b) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may not become effective until at least ten (10) days from the date of the notice and shall commence upon the sending of the notice, notwithstanding the Owner's right to request a hearing. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per day basis without further notice to the Owner or Occupant.

(c) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a Board meeting as a hearing affording the Owner or Occupant a reasonable opportunity to be heard, and no fines shall be imposed until after the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension.

7.

Article X of the Declaration is amended by adding the following Section 3 thereto:

Section 3. Amendment. As provided for in Section 44-3-231 of the Act, this Declaration may be amended unilaterally at any time and from time to time by the Board without a vote of the Lot owners: (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration, however, any such amendment shall not adversely affect the title to any Owner's Lot unless

the Lot Owner consents to the amendment in writing; or (e) to submit or further conform this Declaration to the terms of the Georgia Property Owners' Association Act.

In addition to the above, the Declaration may be amended by the affirmative vote, or written consent, or any combination thereof, of Lot owners of Lots to which two-thirds (2/3rds) of the eligible votes in the Association pertain. Any such amendment of the instrument shall become effective when recorded upon the public record, or at such later date as may be specified in the amendment itself.

Every Owner, by taking record title to a Lot, and each holder of a mortgage upon any portion of any Lot, by acceptance of such mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided herein.

8.

Article X of the Declaration is amended by adding the following Section 4 thereto:

Section 4. Presumption of Validity.

The covenants, conditions, restrictions and easements within the Declaration shall run with and bind the Development and all property subject to the Declaration perpetually to the extent provided in the Act.

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Fulton County, Georgia land records, then such amendment or document shall be presumed to be validly adopted, as provided for in the Act.

9.

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

IN WITNESS WHEREOF, the undersigned officers of the The Wynecreek Estates Homeowners Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association and its membership, with all required notice duly given and further submit a sworn statement attached hereto as Exhibit "A" and incorporated herein by reference.

This ___ day of _____, 2024.

WYNCREEK ESTATES
HOMEOWNERS ASSOCIATION,
INC.

Sworn to and subscribed to before
me this ___ day of _____ 2024.

By: _____ (Seal)
President

Witness

Attest:

By: _____ (Seal)
Secretary

Notary Public

[Corporate Seal]

[Notary Seal]

EXHIBIT "A"

Sworn Statement of Secretary of Wynecreek Estates Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF FULTON

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

1. Deponent is the Secretary of the Wynecreek Estates 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 Third Amendment to the Declaration of Protective Covenants for Wynecreek Estates Homeowners Association, Inc. was approved by Owners in the Association representing at least two-thirds of the Lots with all required notice duly given.

This the ____ day of _____, 2024.

Sworn to and subscribed to before me this __ day of __, 2024

By: _____ (Seal)
Secretary

Witness
Name: _____ (Seal)

Notary Public

[Notary Seal]

AMENDMENT TO THE ARTICLES OF INCORPORATION

WYNCREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

WHEREAS, that certain Articles of Incorporation of Wyncreek Estates Homeowners Association, Inc. was executed by Incorporator Darla McKenzie on or around February 25, 2005;

WHEREAS those executed AOI were recorded with the Secretary of State on March ; 16, 2005;

WHEREAS per the AOI at paragraph IX, the Association shall have all the powers of a corporation organized under the Georgia Nonprofit Corporation Code (the GNCC);

WHEREAS the AOI per the GNCC at O.C.G.A. § 14-3-202(b)(5), the AOI “may set forth... [a]ny provision that under this chapter is required or permitted to set forth in the bylaws;

WHEREAS per GNCC, the definition of Bylaws means the “code of rules other than the [AOI]....irrespective of the name or names by which such rules are designated.”

WHEREAS the AOI may be amended upon a resolution adopted by the Board of Directors in conjunction with “the affirmative vote of members [of the community] who own at least two-thirds (2/3rds) of the Lots.

NOW, THEREFORE, the following Amendment to the Articles of Incorporation of the Association are approved by this Resolution:

- A. Recognizing the absence and oversight of clear amendment language in the Declaration of the Association as last amendment, the Board approves via this amendment to the AOI to add that necessary provision to the Declaration as permitted by O.C.G.A. § 143-3-202(5) so that amendments to the Declaration shall occur consistently with the AOI and therefore going forward shall only require the affirmative vote of members who own at least two-thirds of the Lots.
- B. In addition to approval by the Board of Directors, the Board approves an amendment campaign of the membership to the simultaneously approve the Declaration amendment discussed *supra* and also to effectuate a membership vote to adopt the provisions of the Georgia Property Owners’ Association Act, codified at O.C.G.A. section 44-3-220 *et seq.*
- C. Therefore, the adoption of the POA shall be conditioned upon the successful passage of the amendment to the Declaration with both amendments run simultaneously. See *Marino v. Clary Lakes Homeowners Ass’n*, 322 GA. App. 839 (2013).

SO ADOPTED AND EFFECTIVE by the Board of Directors of the Association, this ____ day of _____, 20__.

WYNCREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Print Name: _____
Its: _____

WYNCREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Print Name: _____
Its: _____

WYNCREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Print Name: _____
Its: _____