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Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attn: Robin Phillips

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 1373
Page 00194

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR ROYAL LAKES SUBDIVISION OF ROYAL LAKES PROPERTY
OWNERS ASSOCIATION, INC. AND SUBMISSION TO THE
GEORGIA PROPERTY OWNERS' ASSOCIATION ACT ("POAA")**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision (hereafter referred to as "Declaration Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements was recorded on August 4, 1989, in Deed Book 1373, Page 194, *et seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on December 21, 1989, in Deed Book 1421, Page 134, *et seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Second Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on March 6, 1990, in Deed Book 1446, Page 327, *et seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Second Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on March 12, 1990, in Deed Book 1449, Page 78, *et seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

**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 BOTH ASSESSMENTS/CHARGES DUE ON LOTS.**

WHEREAS, an Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on July 18, 1990, in Deed Book 1495, Page 73, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Third Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on June 19, 1992, in Deed Book 1782, Page 118, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Fourth Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on July 3, 2001, in Deed Book 3927, Page 456, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Fifth Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on July 1, 2001, in Deed Book 3927, Page 462, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Sixth Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on July 3, 2001, in Deed Book 3927, Page 466, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, a Seventh Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Royal Lakes Subdivision was recorded on March 20, 2006, in Deed Book 5642, Page 14, *et. seq.*, Hall County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, Article X, Section 2 of the Declaration provides that the Declaration may be amended by the owners of at least two thirds (2/3) of the lots, and by the then owner of the common properties subject to this Declaration; and

WHEREAS, by proper notice and ballot mailed to all owners by the Board of Directors, this Amendment to the Declaration was approved by at least two-thirds (2/3) of the lots and the owner of the common properties, and

WHEREAS, this amendment does not materially or adversely affect the security interest of any mortgagee; provided; however, if a court of competent jurisdiction determines that this Declaration Amendment does so without such mortgagee's consent, then this Declaration Amendments shall not be binding on the mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Original Declaration prior to this Declaration Amendment shall control with respect to the affected mortgagee.

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

1.

Article I DEFINITIONS is hereby amended by deleting the first paragraph and adding the following:

Unless the context otherwise requires, capitalized terms used in this Declaration and Articles of Incorporation shall be defined as set forth herein. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

2.

Article I, DEFINITIONS is further amended by adding the following:

Section 10. "Act." "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.

Section 11. "Association Legal Documents." "Association Legal Documents" means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

Section 12. "Common Expenses." "Common Expenses" means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

Section 13. "Eligible Mortgage Holder." "Eligible Mortgage Holder" means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

Section 14. "Occupant." "Occupant" means any person staying overnight in a dwelling on a Lot for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year.

Section 15. "Violator." "Violator" means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

3.

Article II, PROPERTY SUBJECT TO THIS DECLARATION, Section 1 "Property hereby subjected to this Declaration" is hereby amended by adding the following sentence to the end of said Section:

All of the Property in the community shall be owned in fee simple and be subject to the provisions of this Declaration and the Georgia Property Owners' Association Act, O.C.G.A., Section 44-3-220, et seq. The Property subjected to this Declaration constitutes 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.

4.

Article IV of the Declaration, ASSESSMENTS, is hereby deleted in its entirety and the following new Article IV is substituted therefore to incorporate the provisions of the Georgia Property Owners' Association Act:

ARTICLE IV ASSESSMENTS

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Development.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this

Declaration and the Bylaws. Except as provided below, or elsewhere in the Act, the amount of all Common Expenses shall be assessed against all the Lots equally.

All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the person or entity 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 Hall County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt him or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 3. Delinquent 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 ten (10) days of the due date, or such later date as may be provided by the Board of Directors:

(a) a late charge equal to the greater of Ten (\$10.00) Dollars or ten (10%) percent 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;

(b) interest at the rate of ten (10%) percent per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(c) 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

(d) 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 thirty (30) days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

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.

Section 4. Computation of Operating Budget and Assessment. To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Development, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least twenty-one (21) days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

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

Section 5. Special Assessments. In addition to the all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than, in the aggregate, an amount equal to the annual assessment in any fiscal year must first be approved by at least a majority of those Owners either voting by written consent or ballot, or at least a majority of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

Section 6. Parcel Assessments. In addition to the all other assessments and charges provided for herein, the Board of Directors may levy in any Assessment Year and with such frequency as the Board shall deem necessary, Parcel assessments for the purpose of paying, in whole or in part, the costs of estimated expenses for the sole benefit of a particular Parcel, which Parcel assessments shall be allocated equally among the Residences in a Parcel.

Section 7. Specific Assessments. In addition to the all other assessments and charges provided for herein, the Board of Directors may levy specific special assessments as provided for in this Declaration, including reasonable fines and costs incurred by the Association for self-help remedies, or pursuant to Section 44-3-225 (a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

Section 8. Capital Budget and Contribution. The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

Section 9. Capital Contribution Assessment Upon Transfer of Lots. 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 or the Owner of any other Lot, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment").

The Capital Contribution Assessment shall be an amount not to exceed the annual assessment applicable to such Lot at the time of such conveyance or transfer, which amount shall be established by the

Board of Directors annually as part of the budget process under Section 4 of this Article. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution 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.

Section 10. 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 Hall 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 or entity or entity who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of One Thousand (\$1,000.00) Dollars at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Hall County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 11. Statement of Account. Any Owner, Mortgagee, or a person or entity 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 and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees 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 reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

Section 12. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

Section 13. Jackson E.M.C. Fee. Each lot owner shall obligated to pay to Jackson Electric Membership Corporation a non-refundable contribution fee, in addition to normal connection fees, prior to connection of permanent electrical service, in the event that the dwelling constructed by lot owner on his lot is not "total electric." Each fee shall be a charge and a continuing lien against such Lot; and (2) the personal obligation of the person or entity who is the Owner of the Lot on the due date of the assessment.

5.

Article X of the Declaration, GENERAL PROVISIONS, is hereby amended by deleting Sections 1, 2 and 4 in their entirety and inserting in lieu thereof new Sections 1, 2 and 4 as follows in compliance with the Act:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the real property in the Development perpetually to the extent provided in the Act.

Section 2. Amendments.

(a) Member Approval Procedure. Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of Owners holding two-thirds (2/3) of the total Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Hall County, Georgia land records.

(b) Eligible Mortgage Holder Approval. In addition to approval by the Owners as provided above, material amendments to this Declaration and the Bylaws must be approved by Eligible Mortgage Holders who represent at least fifty one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

(c) 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 and the Bylaws 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"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.

(d) Validity of Amendments. 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 (1) year after the recording thereof in the Hall County, Georgia land records.

(e) Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, this Amendment, the Declaration, the Articles of Incorporation, and the By-laws, reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, this Amendment, the Declaration, the Articles of Incorporation or the By-laws, such laws and documents, in that order, shall prevail.

Section 4. Enforcement.

(a) Types of Actions. In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (i) Suspend all Violator's rights to use the Common Property;

- (ii) Suspend the voting rights of a violating Owner;
- (iii) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot;
- (iv) Use self-help to remedy the violation;
- (v) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (vi) Record in the Hall County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

(b) Suspension and Fining Procedure. Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

- (i) Violation Notice: The written violation notice to the Violator shall:
 - 1. Identify the violation, suspension(s) and/or fine(s) being imposed; and
 - 2. Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration of the suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

- (ii) Violation Hearing: If the Violator submits a written request for a violation hearing within ten (10) days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.
- (iii) No Violation Notice and Hearing Required: No violation notice or violation hearing shall be required to:

1. Impose late charges on delinquent assessments;
2. Suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
3. Suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);
4. Engage in self-help in an emergency;
5. Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
6. Impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

(c) Self-Help. In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two days prior written notice. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

(d) Injunctions and Other Suits at Law or in Equity. All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

(e) Costs and Attorney's Fees for Enforcement Actions. In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

(f) Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (i) the Association's position is not strong enough to justify taking enforcement action;
- (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (iii) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (iv) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (v) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

Section 9. Compliance with Association Legal Documents. All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require

the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

6.

Except as stated herein, the terms and provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of the Royal Lakes Property Owners Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association membership with all required notices duly given and the consent of the owner of the common property.

This 19th day of January, 2011.

ROYAL LAKES PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature] [Seal]
President

Attest: [Signature] [Seal]
Secretary
[CORPORATE SEAL]

SWORN TO AND SUBSCRIBED BEFORE ME

this 19th day of January, 2011.

[Signature]
Witness

[Signature]
Notary Public
[NOTARY SEAL]

