

Participant ID: 4289077774

BK 10060 PG 434 - 440

Return to: Lazega & Johanson LLC
P.O. Box 250800
Atlanta, Georgia 30325
Attention: TAM

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STATE OF GEORGIA
COUNTY OF FORSYTH

Cross Reference: Deed Book 4058
Page 656

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR COOPERS RIDGE
AND
BY-LAWS OF COOPERS RIDGE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Coopers Ridge was recorded on November 22, 2005 in Deed Book 4058, Page 656, *et seq.*, Forsyth County, Georgia records, as amended ("Declaration"); and

WHEREAS, the By-Laws of Coopers Ridge Homeowners Association, Inc. were adopted by unanimous consent of the Board of Directors on February 4, 2014 ("By-Laws"); and

WHEREAS, pursuant to Article IX, Section 9.02(b) of the Declaration, the Declaration may be amended by the affirmative vote or written consent of Class A Members representing fifty-one (51%) percent or more of their voting power, plus the consent of the Class B Member, if the Class B membership shall then exist; and

WHEREAS, Article VI, Section 6.6(b) of the By-Laws provides that the By-Laws may be amended by the affirmative vote, written consent, or any combination thereof, of Members representing at least two-thirds (2/3) of the total votes in the Association, and the consent of the Declarant, so long as the Declarant has the right to appoint and remove officers and directors; and

WHEREAS, the Declarant, which is the sole Class B Member, consents to amend the Declaration and By-Laws; and

WHEREAS, Class A Members representing at least fifty-one (51%) percent or more of their voting power desire to amend the Declaration, and Members representing at least two-thirds (2/3) of the total votes in the Association desire to amend the By-Laws and have approved this Amendment; and

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1.

Article I of the Declaration is hereby amended by adding the following new Section 1.21, Section 1.22, and Section 1.23 to the end thereto:

Section 1.21. "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing within the community. Such standard may be more specifically determined by the Board and the Architectural Control Committee.

Section 1.22. "Effective Date" means the date that this Amendment is recorded in the Forsyth County, Georgia land records.

Section 1.23. "Affiliated Entity" means any corporation or entity in which the Declarant has an ownership interest or subject to Declarant's operation and control, including the Declarant's subsidiaries and holding companies.

2.

Article III, Section 3.03(b) of the Declaration is hereby amended by deleting that Section in its entirety and the following is substituted therefor:

- (b) The Class B Member shall be the Declarant. The Class B vote shall terminate as of the Effective Date. As of the Effective Date, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the required interest for membership under Section 3.01 hereof.

3.

Article III, Section 3.04 of the Declaration is hereby amended by deleting that Section in its entirety and the following is substituted therefor:

Section 3.04. Declarant Control. As of the Effective Date, Declarant shall no longer have the authority and right to appoint and remove any member or members of the Board of the Association and any officer or officers of the Association, and such right and authority shall automatically transfer to the Class A Members. A special meeting shall be called by the Association within one hundred twenty (120) days of the Effective Date to elect a new Board which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts, executed by or on behalf of the Association during such period in which Declarant had in its possession.

4.

Article III, Section 3.05(c) of the Declaration is hereby amended by deleting the last sentence thereof in its entirety.

5.

Article III, Section 3.07(b) of the Declaration is hereby amended by deleting the phrase "that no summary charges may be levied for more than \$50.00 for any one violation; but" from the third sentence therefrom and substituting the word "and" therefor.

6.

Article IV, Section 4.01 of the Declaration is hereby amended by deleting the phrase "from and after the Commencement Date relating to a respective Lot" from the second sentence thereof. Article IV, Section 4.01 of the Declaration is hereby further amended by deleting the last sentence thereof in its entirety.

7.

Article IV, Section 4.02 of the Declaration is hereby amended by deleting the phrase "from and after the Commencement Date respecting such lots" from the first sentence thereof.

8.

Article IV, Section 4.03 of the Declaration is hereby amended by deleting Section 4.03(b) of the Declaration in its entirety, Section 4.03(c) in its entirety, and Section 4.03(d) in its entirety, and the following new Section 4.03(b) and Section 4.03(c) are substituted therefor:

- (b) Computation of Assessments. Each Lot shall be subject to an annual assessment in an amount to be determined by the Board under the procedures outlined in Section 4.03(a).
- (c) Initiation Fee. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Lot, by deed, tax deed, foreclosure, deed in lieu of foreclosure, intestacy or otherwise, may be assessed and be subject to a non-refundable, non-prorated initiation fee ("Initiation Fee") upon each and every conveyance or transfer of the Lot or any ownership interest in a Lot to any person other than to: (i) the spouse or former spouse of the Owner; or (ii) an heir of the deceased Owner.

The Initiation Fee shall be one thousand (\$1,000.00) dollars. The Initiation Fee shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Lot and shall be collected at the closing of each such conveyance or transfer. The Initiation Fee shall not constitute an advance payment of annual assessments. The Initiation Fee shall constitute a specific special assessment and continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

9.

Article IV, Section 4.04 of the Declaration is amended by deleting the phrase "provided, however, that so long as Declarant owns a Lot in the Property, no special, individual, or specific assessment may be adopted without the consent of the Declarant" from the last sentence thereof.

10.

Article IV, Section 4.06(a) of the Declaration is hereby amended by deleting that Section in its entirety and the following is substituted therefor:

- (a) No Lot shall be exempt from the payment of assessments. All Lots shall be obligated to pay assessments in the manner provided for in Section 4.03(a) as of the Effective Date.

11.

Article IV, Section 4.06 of the Declaration is hereby amended by deleting Section 4.06(b) in its entirety and Section 4.06(c) in its entirety.

12.

Article VI, Section 6.02 of the Declaration is hereby amended by deleting the phrase "developed, constructed, or altered by Declarant; or (iii)" from the first sentence thereof. Article VI, Section 6.02 of the Declaration is hereby further amended by adding the following sentence immediately following the first sentence thereto:

Declarant Rivermont Homes LLC, or Affiliated Entities shall be exempt from obtaining approval from the Architectural Control Committee for any construction or landscaping performed by Declarant for so long as Declarant Rivermont Homes LLC, or Affiliated Entities own any Lot in the community primarily for the purpose of sale, so long as such construction or landscaping is consistent with the Community-Wide Standard.

13.

Article VI, Section 6.02 of the Declaration is hereby amended by deleting Section 6.02(a) in its entirety and Section 6.02(b) in its entirety. The following new Section 6.02(a) is hereby substituted therefor:

- (a) The Committee shall consist of at least three (3) and not more than five (5) members and shall be appointed by the Board of the Association. Committee members shall be required to be Owners or their spouses. The Committee shall function in the same manner as committees of the Association and shall serve at the pleasure of the Board. Notwithstanding the foregoing, for so long as Declarant Rivermont Homes LLC, or Affiliated Entities own any Lot in the community primarily for the purpose of sale, Declarant shall have sole authority to review and approve all new construction and new landscaping modification requests. Accordingly, all modification requests for new construction and new landscaping that are submitted to Committee shall be submitted to Declarant for Declarant's sole review and approval until Declarant Rivermont Homes LLC, or Affiliated Entities no longer own any Lot in the community primarily for the purpose of sale. Notwithstanding the foregoing, Declarant may surrender review and approval authority for new construction and new landscaping requests to the Committee before such date that Declarant Rivermont Homes LLC, or Affiliated Entities no longer own any Lot in the community primarily for the purpose of sale at Declarant's written request.

14.

Article VI, Section 6.08 of the Declaration is hereby amended by deleting the phrase "Declarant or" from the second sentence thereof.

15.

Article VI, Section 6.11 of the Declaration is hereby amended by deleting the phrase "Unless otherwise approved by Declarant" from the first sentence thereof.

16.

Article VII, Section 7.01 of the Declaration is hereby amended by deleting that Section in its entirety.

17.

Article VII, Section 7.03 of the Declaration is hereby amended by deleting that Section in its entirety.

18.

Article IX, Section 9.02 of the Declaration is hereby amended by deleting Section 9.02(a) in its entirety. Article IX, Section 9.02 of the Declaration is hereby further amended by adding the following sentence to the end of Section 9.02(b): "The Board of Directors, without a vote of the members, may amend this Declaration for the sole purpose of electing to be governed by and thereafter complying with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et. seq."

19.

Article IX, Section 9.03 of the Declaration is hereby amended by deleting that Section in its entirety.

20.

Article IX, Section 9.05 of the Declaration is hereby amended by deleting that Section in its entirety.

21.

Article II, Section 2.13 of the By-Laws is hereby amended by deleting that Section in its entirety and the following is substituted therefor:

2.13. Action Without a Meeting.

In the Board's discretion, any action that may be taken by the Owners at an annual or special membership meeting may be taken without a meeting by written ballot or written consent as provided below.

(1) Written Ballot.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the vote of approval equals or exceeds that which would be required to approve the matter at a meeting at which the total vote cast was the same as the vote cast by ballot.

All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter, other than election of Directors; and (c) specify the time by which such ballot must be received by the Board of Directors in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

Except for amendments to recorded Association legal instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written ballot shall be effective upon the receipt of the affirmative vote necessary to take such action.

(2) Written Consent.

Approval by written consent shall be valid only when the affirmative written consents received equals or exceeds the vote that would be required to approve the matter at a meeting. Consents shall be filed with the minutes of the membership meetings. Unless otherwise expressly identified by the Board of Directors, the record date for any action taken by written consent shall be the date the Association collects enough written consents necessary to pass such vote. Except for amendments to recorded Association legal instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written consent shall be effective 10 days after sending the notice of approval described below.

(3) Notice to Members of Approval.

If an action of the Association membership is approved by written ballot or written consent, the Board of Directors shall issue notice of such approval to all Owners.

22.

Article II of the By-Laws is hereby amended by adding the following new Section 2.14 to the end thereto:

2.14. Electronic Communications.

(1) Records and Signatures.

Whenever the Association legal instruments require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an

electronic record if the Board of Directors has affirmatively published regulations permitting an electronic record or document as a substitute for a written item.

Whenever these By-Laws require a signature on a document, record or instrument, an electronic signature satisfies that requirement only if: (a) the Board of Directors has affirmatively published regulations permitting an electronic signature as a substitute for a written signature; and (b) the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (c) the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

(2) Verification and Liability for Falsification.

The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic or for rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly, or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred, and expenses incurred as a result of such acts.

23.

Article III, Section 3.15 of the By-Laws is hereby amended by deleting the phrase "signed by all the directors" from the first sentence therefrom and substituting the phrase "signed by a majority of the directors" therefor. Article III, Section 3.15 of the By-Laws is hereby further amended by deleting the phrase "unanimous vote" from the first sentence therefrom and substituting the phrase "majority vote" therefor.

24.

Article III, Section 3.18 of the By-Laws is hereby amended by deleting the first Paragraph in its entirety therefrom and substituting the following therefor:

3.18. Right of Declarant to Disapprove Actions.

So long as Declarant Rivermont Homes LLC, or Affiliated Entities owns any Lot in the community primarily for the purpose of sale: (1) Declarant shall have the limited authority to disapprove any proposed special assessment or budgetary adjustment if Declarant has a good faith belief that such action would materially and adversely affect Declarant's ability to sell its Lot or Lots; and (2) Declarant shall retain ultimate control over review and approval of new construction and new landscaping requests submitted to the Architectural Control Committee as provided for in the Declaration. Notwithstanding the foregoing, Declarant may surrender review and approval authority for new construction and new landscaping requests before such date that Declarant Rivermont Homes LLC, or Affiliated Entities no longer own any Lot in the community primarily for the purpose of sale at Declarant's written request.

25.

Article III, Section 3.18(a) of the By-Laws is hereby amended by deleting that first sentence in its entirety and substituting the following sentence therefor: "Declarant shall be given written notice of any proposed special assessment, budgetary adjustment, or modification request related to new construction or new landscaping received by the Architectural Control Committee."

26.

Article VI, Section 6.6(a) of the By-Laws is hereby amended by deleting that Section in its entirety.

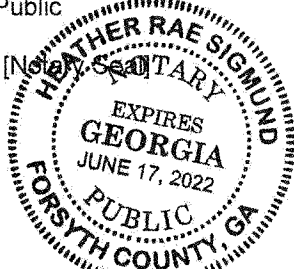
IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that the above amendments to the Declaration were duly approved by Class A Members representing at least fifty-one (51%) or more of their voting power, and the amendments to the By-Laws were duly approved by members representing at least two-thirds (2/3) of the total votes in the Association, with any required notices duly given, and the undersigned representative of the Declarant and/or sole Class B Member, Rivermont Homes LLC, hereby consents to the above amendments to the Declaration and By-Laws.

This 2 day of April, 2020.

Sworn to and subscribed before me this 2 day of April, 2020.

Holly Ellern
Witness

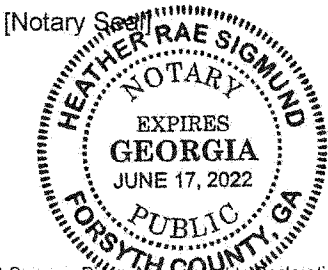
Heather Rae Sigmund
Notary Public



Sworn to and subscribed before me this 2 day of April, 2020.

Holly Ellern
Witness

Heather Rae Sigmund
Notary Public



COOPERS RIDGE HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]

APPROVED AND CONSENTED TO:
RIVERMONT HOMES, LLC

By: [Signature] (Seal)
Jeff Johnson, Manager