

Richard T. Alexander, Jr., Clerk of Superior Court  
Gwinnett County, GA

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Return to: Cobb Olson & Andrle, LLC  
500 Sugar Mill Road, Suite 160-B  
Atlanta, Georgia 30350  
Attn: Frank R. Olson

STATE OF GEORGIA  
COUNTY OF GWINNETT

CROSS REFERENCE: Deed Book 15277  
Page 100

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR NICHOLS LANDING SUBDIVISION**

WHEREAS, on September 3, 2013, Community Investment Group, Inc. ("Declarant") recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Nichols Landing Subdivision in Deed Book 15277, Page 100 *et seq.*, Gwinnett County, Georgia records ("Declaration"), which included Bylaws for the nonprofit corporation known as Nichols Landing Homeowners Association, Inc. ("Association") established by Declarant to govern the Nichols Landing Subdivision (the "Bylaws"); and

WHEREAS, the Declarant no longer owns any property in the Nichols Landing Subdivision, and its rights under the Declaration have otherwise expired or terminated, with all such rights being transferred and assigned to the Association; and

WHEREAS, as evidenced by the signatures below of the President and Secretary of the Association, the requisite majority of the Owners of the Nichols Landing Subdivision have approved the within and below Amendment to the Declaration and the Bylaws, pursuant to Article IX, Section 9.02 of the Declaration and Article XI Section 11.02 of the Bylaws, respectively;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

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***THIS INSTRUMENT HEREBY SUBMITS THIS DEVELOPMENT TO THE PROVISIONS  
OF THE GEORGIA PROPERTY OWNER'S ASSOCIATION ACT, O.C.G.A. § 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.***

1.

**Article I of the Declaration is hereby amended to add a Section 1.14 thereto, to read**

**as follows:**

1.14 Act. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as such Act may be amended from time to time. The Association by this Amendment hereby submits itself, the Declaration, the members of the Association, and the Property described in the Declaration to the Act.

2.

**Article IV, Section 4.01(c) of the Declaration is hereby amended to read as follows:**

(c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any interest and late charges thereon as provided for in Section 4.07 hereof and the Act, and costs of collection including reasonable attorney's fees actually incurred;

3.

**Article IV of the Declaration is hereby amended to add a Section 4.09, to read as**

**follows:**

4.09 Specific Assessments and Specific Special Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate as provided for in Section 44-3-225(a) of the Act. Failure of the Board 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 Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board 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 specific assessments. The Association, acting through its Board of Directors, shall also 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 Association 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 Association's right to exercise its authority under this Paragraph in the future. Such specific assessments may be made as follows:

(1) 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;

(2) 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 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

(3) 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.

4.

**Article IV, Section 4.10(f) of the Declaration is hereby amended to read as follows:**

(f) that all annual and special assessments (together with interest and late charges thereon as provided for in Section 4.07 of this Declaration and the Act, and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot owned by him if not paid in full at any transfer or sale of the Lot, as provided in Section 44-3-225(c) of the Act.

5.

**Article IV, Section 4.07 of the Declaration is hereby amended to read as follows:**

4.07 Effect of Nonpayment of Assessments. Any Assessment which is not paid within thirty (30) days after the Due Date shall bear late charges in the maximum amount permitted by the Act, interest at the maximum rate permitted by the Act on the principal amount due, costs of collection including without limitation a contingency fee up to Forty Percent (40%) of the total amount due if the account is referred to a debt collector, court costs, reasonable attorney's fees actually incurred, rents, and all such other amounts allowed by the



Act. In the event of default in the payment of any one or more installments of an assessment or other charge, the Board may declare any remaining balance of the assessment or charge at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment or other charge on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with late charges, interest costs of collection including reasonable attorneys' fees actually incurred, and all such other amounts allowed by the Act, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

6.

**Article VIII, Section 8.04(b) of the Declaration is hereby amended to read as follows:**

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may institute foreclosure proceedings pursuant to Section 44-3-232 of the Act.

7.

**Article IX, Section 9.01 of the Declaration is hereby amended to read as follows:**

9.01 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.

8.

**Article IX, Section 9.02 of the Declaration is hereby amended to read as follows:**

9.02 Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if Such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans

on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement of lot owners of lots to which two-thirds (2/3) of the eligible votes in the Association pertain as provided for in the Act; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to these Covenants; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. The written consent thereto of any mortgage holder affected thereby, if required, shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section. In any court suit or action where the validity of the adoption of an amendment is at issue, the adoption of the amendment shall be presumed valid if the suit is commenced more than one (1) year after the recording of the amendment on the public record. In such cases, the burden of proof shall be upon the party challenging the validity of the adoption of the amendment. Such a lawsuit must be filed in the Superior Court in the county where the Property is located.

9.

**Article XI, Section 11.09 of the Declaration is hereby amended to read as follows:**

11.09 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the

Declarant, the Association, the Owner, Non-Resident Member, or any other person, shall be in writing. All such writings shall be sufficient if mailed or delivered by first class mail, registered mail, statutory overnight delivery, personal delivery, or electronically as provided in the Georgia Uniform Electronic Transactions Act and/or the Georgia Nonprofit Corporations Code to the physical or electronic mail addresses on file with the Association. Any written communication transmitted in accordance with this Section 11.09 shall be deemed received when sent or transmitted.

10.

**Article II, Section 2.06 of the Bylaws is hereby amended to read as follows:**

2.06 Delivery of Notice of Meetings. Notice of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either by mail, in person, statutory overnight delivery, personal delivery, or electronically as provided in the Georgia Uniform Electronic Transactions Act and/or the Georgia Nonprofit Corporations Code to a member at the physical address or electronic mail address given to the Board by said member for such purpose.

11.

**Article III, Section 3.09 of the Bylaws is hereby amended to read as follows:**

3.09 Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each director given by mail, by telephone, in person, statutory overnight delivery, personal delivery, or electronically as provided in the Georgia Uniform Electronic Transactions Act and/or the Georgia Nonprofit Corporations Code, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice-President, Secretary or Treasurer in like manner and on like notice upon the written request of at least a majority of the directors.

12.

**Article V, Section 5.02 of the Bylaws is hereby amended to read as follows:**

5.02 Effect of Nonpayment of Assessments. Any Assessment which is not paid within thirty (30) days after the Due Date shall bear late charges in the maximum amount permitted by the Act, interest at the maximum rate permitted by the Act on the principal amount due, costs of collection including without limitation a



contingency fee up to Forty Percent (40%) of the total amount due if the account is referred to a debt collector, court costs, reasonable attorney's fees actually incurred, rents, and all such other amounts allowed by the Act. In the event of default in the payment of any one or more installments of an assessment or other charge, the Board may declare any remaining balance of the assessment or charge at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment or other charge on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with late charges, interest costs of collection including reasonable attorneys' fees actually incurred, and all such other amounts allowed by the Act, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration.

13.

**Article XII, Section 12.01 of the Bylaws is hereby amended to read as follows:**

12.01 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered first class mail, registered mail, statutory overnight delivery, personal delivery, or electronically as provided in the Georgia Uniform Electronic Transactions Act and/or the Georgia Nonprofit Corporations Code, as follows:

(a) if to an Owner, to the physical or electronic mail addresses on file with the Association which the Owner has designated in writing and filed with the Secretary; or,

(b) if to the Association, the Board or the Managing Agent, if any, at the physical or electronic mail addresses for the principal office of the Association or Managing Agent, if any, or to such other physical or electronic mail addresses as shall be designated by the notice in writing to the members pursuant to this Section.

14.

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

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IN WITNESS WHEREOF, the undersigned Board of Directors of Nichols Landing Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration and Bylaws was duly adopted by the Board in accordance with Article IX, Section 9.02 of the Declaration and in accordance with Article XI, Section 11.02 of the Bylaws.

This 29<sup>th</sup> day of January, 2019.

NICHOLS LANDING HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Print Name: JAMES KILLAM

Title: President

ATTEST:

By: [Signature]

Print Name: Rhonda Storer

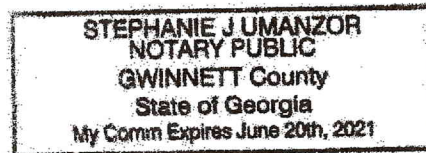
Title: Secretary

[Signature]  
Unofficial Witness

Sworn to and subscribed before me, this 29<sup>th</sup> day of January, 2019.

[Signature]  
Notary Public

My commission expires: 06/20/2021





Richard T. Alexander, Jr., Clerk of Superior Court  
Gwinnett County, GA

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STATE OF GEORGIA  
COUNTY OF GWINNETT

CROSS REFERENCE: Deed Book 15277  
Page 100

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR NICHOLS LANDING SUBDIVISION**

WHEREAS, on September 3, 2013, Community Investment Group, Inc. ("Declarant") recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Nichols Landing Subdivision in Deed Book 15277, Page 100 *et seq.*, Gwinnett County, Georgia records ("Declaration"), which included Bylaws for the nonprofit corporation known as Nichols Landing Homeowners Association, Inc. ("Association") established by Declarant to govern the Nichols Landing Subdivision (the "Bylaws"); and

WHEREAS, the Declarant no longer owns any property in the Nichols Landing Subdivision, and its rights under the Declaration have otherwise expired or terminated, with all such rights being transferred and assigned to the Association; and

WHEREAS, the Association has previously voted to become subject to and governed by the Property Owners' Association Act, codified at O.C.G.A. § 44-3-220 *et seq.*, as evidenced by a First Amendment to the Declaration recorded prior to this instant amendment, such that the strictures of O.C.G.A. § 44-5-60(d)(4) no longer apply; and

WHEREAS, as evidenced by the signatures below of the President and Secretary of the Association, the requisite majority of the Owners of the Nichols Landing Subdivision have approved the within and below Amendment to the Declaration, pursuant to Article IX, Section 9.02 of the Declaration;

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

I.

**Article VI of the Declaration is hereby amended by adding a Section 6.31 to read as follows:**

6.31 Leasing. Except as provided herein, the leasing of Lots shall be prohibited. "Leasing", for purposes of this Declaration, shall

mean the regular, exclusive occupancy of a Lot by any person other than the Owner thereof. If the Owner of the Lot is a corporation, partnership or other legal entity, for the purposes hereof, the individual(s) with Ownership interest(s) in such entity (e.g., stockholder, partner, member) shall constitute Owner(s) thereof for the purposes of this Section. For purposes hereof, occupancy by a roommate and an Owner of a Lot who occupies the Lot as such Owner's primary residence shall not constitute "Leasing".

a. General. Owners desiring to lease their Lots may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner of a Lot and shall not be transferable between either Lots or Owners of Lots. A Leasing Permit or Hardship Leasing Permit shall automatically be revoked and terminate upon a conveyance in title of the Lot.

b. Leasing Permits. The request of an Owner of a Lot for a Leasing Permit for a Lot shall be approved if current, outstanding Leasing Permits have not been issued for more than thirteen percent (13%) of the total number of Lots. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to (A) an Owner's spouse, (B) a person cohabitating with the Owner, and (C) a corporation, partnership, company, or legal entity in which the Owner is a principal); (ii) the failure of an Owner of a Lot to lease his Lot within one hundred eighty (180) days of the Leasing Permit having been issued; or (iii) the failure of an Owner of a Lot to have his Lot leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for thirteen percent (13%) of the total number of Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below thirteen percent (13%) of the total number of Lots. An Owner of a Lot who has been denied a Leasing Permit

shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below thirteen percent (13%) of the total number of Lots. The issuance of a Hardship Leasing Permit to an Owner of a Lot shall not cause the Owner of a Lot to be removed from the waiting list for a Leasing Permit.

c. Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner of a Lot may seek to lease his Lot on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the community if the permit is approved, (C) the number of Hardship Leasing Permits which have been issued to other Owners of Lots, (D) the ability of the Owner of a Lot to cure the hardship, and (E) whether previous Hardship Leasing Permits have been issued to the Owner of the applicable Lot. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner of a Lot must relocate his residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner of a Lot dies and the Lot is being administered by his estate; and (3) the Owner of a Lot takes a leave of absence or temporarily relocates and intends to return to reside in the Lot. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners of Lots may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner of a Lot is approved for and receives a Leasing Permit.

d. Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion thereof may be leased. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. No transient, vacation, VRBO, AirBNB or similar type of temporary leasing of Lots shall be allowed. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the lease



(along with a copy of the Lessee Acknowledgement, defined below), the name of the lessee and all other people occupying the Lot, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Lot) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

e. Use of Common Property. The Owner transfers and assigns to the lessee, for the entire term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities. Such rights and privileges shall not be shared between any Owner and his or her lessee during the term of the lease, and any such sharing shall result in the immediate revocation of any lease permit and the imposition of fines.

f. Required Minimum Insurance Coverage. As a condition of being granted a Leasing Permit or a Hardship Leasing Permit, an Owner must keep and maintain at all times sufficient homeowners' insurance coverage in the event of damage or destruction to the portions of the Lot for which he or she is responsible to maintain, repair, and/or replace, and likewise any Tenant of an Owner must keep and maintain at all times sufficient renter's insurance coverage in the event of damage or destruction to any real or personal property. Any Owner seeking a Leasing Permit or Hardship Leasing Permit must, at the time of his or her application for such a Permit, deliver to the Board of Directors a certificate of insurance, Declarations Page, or other sufficient evidence of a valid and enforceable policies of insurance. Failure to submit such evidence with an application for a Leasing Permit or a Hardship Leasing Permit shall be grounds for denial or revocation of a Leasing Permit or a Hardship Leasing Permit.

g. Liability for Assessments; Compliance. 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 existence of this covenant, and the lessee, by occupancy of

the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, By-Laws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, By-Laws and Association Rules and Regulations and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws and Association Rules and Regulations, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or Rules and Regulations, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a common expense, if any, subject to the provisions of this Declaration and the By-Laws, and to immediately revoke any Leasing Permit or Hardship Leasing Permit granted to such Owner.

If a Lot is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the

terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs incurred by the Association, including but not limited to all reasonable attorney's fees actually incurred, all costs of collection, costs of performing a physical eviction, and all court costs associated with the eviction action shall all be both a personal obligation of the Owner and Lessees, and a lien against the Lot.

(2) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then without prior notice or demand, the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, the lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, said lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If said lessee fails to comply with the Board's request to pay assessments or other charges, said lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

2.

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



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IN WITNESS WHEREOF, the undersigned Board of Directors of Nichols Landing Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration and Bylaws was duly adopted by the Board in accordance with Article IX, Section 9.02 of the Declaration and in accordance with Article XI, Section 11.02 of the Bylaws.

This 29<sup>th</sup> day of January, 2019.

NICHOLS LANDING HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
Print Name: JAMES KILLAM  
Title: President

ATTEST:

By: [Signature]  
Print Name: Rhonda Storer  
Title: Secretary

[Signature]  
Unofficial Witness

Sworn to and subscribed before me, this 29<sup>th</sup> day of January, 2019.

[Signature]  
Notary Public  
My commission expires: 06/20/2021

STEPHANIE J UMANZOR  
NOTARY PUBLIC  
GWINNETT County  
State of Georgia  
My Comm Expires June 20th, 2021