

eFiled & eRecorded
DATE: 2/18/2022
TIME: 3:50 PM
DEED BOOK: 02031
PAGE: 00204 - 00207
RECORDING FEES: \$25.00
PARTICIPANT ID: 3689977576,7067927936
CLERK: Stacy K. Haralson
Harris County, GA
Cross-References: 7
NOTE: COVE

RETURN TO:
William C. Pound, Esq.
Page, Scramton, Sprouse, Tucker & Ford, P.C.
P.O. Box 1199
Columbus, GA 31902

Cross Reference to: Deed Book 169, page 272
Deed Book 225, page 67
Deed Book 225, page 607
Deed Book 314, page 256
Deed Book 342, page 245
Deed Book 1621, page 281
Deed Book 1953, page 157

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE SUBDIVISION (this "Amendment"), is made by the ASSOCIATION OF COCA LAKE HOMEOWNERS, INC., a Georgia non-profit corporation (hereinafter referred to as the "Association");

WITNESSETH THAT:

WHEREAS, the Association has been formed pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for Coca Lake Subdivision filed and recorded on February 18, 1988, in Deed Book 169, page 272, in the office of the Clerk of Superior Court of Harris County, Georgia, as heretofore amended and supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association and Members of the Association representing at least 66% of all the members of the Association have approved of certain additional amendments to the Declaration as hereinafter set forth;

NOW, THEREFORE, the Association and Members hereby amend the Declaration as hereinafter set forth:

1. Article X Protective Covenants, is amended by deleting the existing Section 22. Construction and Marketing Activities, and replacing it with a new Section 22 to read as follows:

"Section 22. Construction Activities.

"(a) All construction to be performed on any Lot that is subject to architectural control under Article VIII of this Declaration shall actually be performed by a Georgia-licensed general contractor. Such contractor, its construction managers and its subcontractors shall

oversee and/or perform all such construction. A copy of the contractor's license shall be presented to the ACC at the time approval for such construction is sought and the contractor's license shall remain in force at all times during construction. During construction the contractor shall, upon request, provide the ACC with such evidence that the ACC may reasonably require showing that the contractor's license is still in effect. Upon a violation of the foregoing requirements the ACC may require construction to cease until such violation is corrected. The Owner's request for approval of such construction shall also identify what the Owner and contractor agree to be a commercially reasonable time to complete construction (the "Construction Period").

"(b) In the event such construction is not completed within the Construction Period (as may be extended as provided below), the ACC may require construction to cease until the Owner has provided evidence acceptable to the ACC of the ability to complete construction within a specific period of time acceptable to the ACC. If completion of construction has not been met by the end of such extension period the ACC may require construction to cease and the Board of Directors of the Association may also fine and assess the Owner up to \$100.00 per day after the end of such second extension period until a Certificate of Occupancy is issued by Harris County. The Construction Period and any such extension period shall be extended by the number of days construction work could not be performed due to a force majeure event which has caused a continuous and extended delay and during which the Owner or contractor has taken reasonable steps to mitigate the consequences of such event.

"(c) All such construction approved by the ACC shall be done in a good and workmanlike manner and the contractor shall keep the Lot and surrounding areas, including streets, free of trash and debris and otherwise in an orderly manner. All building supplies, including, but not limited to, lumber, bricks and sand, shall be stored on the Lot and not in the street unless the ACC has given its written consent to such action. If the foregoing terms are violated and not remedied within seven (7) days of written notice to the Owner, the Board of Directors of the Association may fine and assess the Owner up to \$100.00 per occurrence and up to \$100.00 per day after the end of such 7-day period that such violation continues. If a violation of the foregoing terms occurs within fifteen (15) days of the end of such seven-day cure period for a prior violation, the Board may immediately fine and assess the Owner as provided above without prior notice and opportunity to cure."

"(d) The ACC may prohibit Owners from using general contractors that have in the past failed to abide by these covenants during construction on any other Lot."

2. Article XI General Provisions, is amended by amending the existing Section 4. Enforcement, by adding a second paragraph which reads as follows:

"In addition to the other means of enforcement set forth above, the Board of Directors may also establish and assess fines against Owners in the event they violate the terms and conditions of this Declaration. Except as otherwise specifically provided for elsewhere in this Declaration, no Owner shall be fined more than once in any ninety-day period and no single fine shall exceed an amount equal to one-fourth of the then approved annual assessment for dues as established pursuant to the terms of this Declaration. Notice of fines shall be delivered by the Board of Directors to the Owner by United States Postal Service certified mail, return receipt requested, with the Owner having fifteen calendar days from the date of such mailing to pay the fine. Any such fines assessed against an Owner shall be a charge and continuing lien on the

Lot of the Owner in the same manner and subject to interest and other charges and collection in connection therewith in the same manner as provided for annual and special assessments as set forth in Article V of this Declaration.”

3. Article X, Protective Covenants, is amended by deleting Section 5. Signs and replacing it with the following language:

“Section 5. Signs and Flags. No sign, flags or pennants of any kind shall be displayed to the public view on any Lot except for one sign of not more than five (5) square feet advertising the property for sale, or one sign used by a contractor to advertise the property for sale during the construction and sales period. A contractor may also display one sign identifying such contractor, but such sign shall not be more than twelve (12) square feet. Except as hereinafter provided, no other signs of any kind, including, but not limited to, signs for rent or lease and no flags or pennants of any kind shall be displayed to the public view without the prior written consent of the Board of Directors or any committee appointed by the Board to perform the architectural control duties under Article VIII (the Board of Directors when acting under said Article VIII or any such committee appointed for such purposes is referred to in this Declaration as the “architectural control committee” or the “ACC”). The prior written approval of the ACC shall not be required for public display of one United States flag, one Georgia state flag, one seasonal flag and/or one holiday flag. All United States or Georgia state flags shall be displayed consistent with all applicable state or federal laws and regulations and no such flags or pennants shall be more than fifteen (15) square feet.”

4. Article XI, General Provisions, is amended by adding at the end of Section 8. Leasing of Lots the following language:

“No Owner shall lease any Lot without a written lease between such Owner and the tenant. The Owner shall provide a true and correct copy of such lease to the Board of Directors at least ten (10) days before commencement of the lease and provide in writing the full legal names of the tenants and the full legal names of all other persons who are permitted to reside on the Lot during the lease term. Failure by the Owner to furnish such information in writing to the Board of Directors within ten (10) days of the Board's request for the same shall subject the Owner to fines and other means of enforcement as provided in Section 4 of Article XI of this Declaration.”


5. Article X, Protective Covenants, is amended by adding a new section 24 to read as follows:

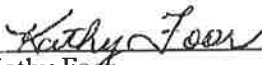
“Section 24. Mailboxes. All Lots shall have a United States Postal Service approved mailbox which shall be maintained in good repair and condition at all times.”

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, this Amendment has been duly executed by the Association, under seal, this 17th day of February, 2022.

ASSOCIATION OF COCA LAKE
HOMEOWNERS, INC.

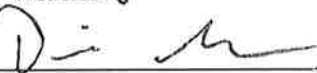
By: 
Benjamin Russell
President

Attest: 
Kathy Foote
Secretary

(CORPORATE SEAL)

Signed in the presence of:


Witness


Notary Public

My Commission Expires: June 21, 2024


(NOTARY SEAL)



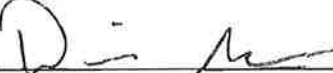
CERTIFICATION

The undersigned, being the duly elected Secretary of Association of Coca Lakes Homeowners, Inc., a Georgia non-profit corporation (the "Association"), having first being duly sworn, certifies that the amendments set forth in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Coca Lake Subdivision were approved and adopted by the affirmative vote of no less than 66% of the Members of the Association in accordance with Section 2 of Article XI of the Declaration of Covenants, Conditions and Restrictions for Coca Lake Subdivision.

This 17th day of February, 2022.


Kathy Foote
Secretary of Association of Coca Lake
Homeowners, Inc.

Sworn to and subscribed before me on
the date set forth above.


Notary Public

My Commission Expires: June 21, 2024

(NOTARY SEAL)

