
Return to: GADDIS VATH LANIER, LLC
3348 Peachtree Road, N.E.
Tower Place 200, Suite 700
Atlanta, Georgia 30326
ATTN: Ashley Miller Lanier

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference:

Deed Book 9745
Page 105
Deed Book 4318
Page 185

**AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LOCH HIGHLAND AND THE
BY-LAWS OF LOCH HIGHLAND HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Loch Highland Homeowners Association, Inc., Earl McMillan, Jr., Great Enterprises, Inc., corporations formed under the laws of the State of Georgia, recorded a General Declaration of Covenants and Restrictions for Loch Highland on December 13, 1974, in deed Book 1573, Page 786, et seq., Cobb County Georgia Land Records (hereinafter referred to as the "Original Declaration");

WHEREAS, the Loch Highland Homeowners Association, Inc. was incorporated under the Georgia Non-Profit Corporation Act on September 4, 1974; and

WHEREAS, the Original Declaration expired and the Loch Highland Homeowners Association, Inc. and owners of certain Lots within Loch Highland submitted to and recorded a Restated Declaration of Covenants, Conditions and Restrictions for Loch Highland on July 18, 1996, in Deed Book 9745, Page 105, et seq., Cobb County Georgia Land Records (hereinafter referred to as the "Declaration"); and

WHEREAS, Paragraph 19 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Loch Highland Homeowners Association, Inc. holding at least sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof; and

WHEREAS, the By-Laws of the Loch Highland Homeowners Association, Inc. (hereinafter referred to as the "By-Laws") were recorded in Deed Book 4318, Page 185, et seq.; and

WHEREAS, Article VI, Section 4 of the By-Laws of Loch Highland Homeowners Association, Inc. provides that the terms of the By-Laws may be amended in accordance with the terms of the Declaration; and

WHEREAS, this Amendment has been approved by the affirmative vote, written consent, or some combination of affirmative vote and written consent of the members of the Loch Highland Homeowners Association, Inc holding at least sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof; and

WHEREAS, this Amendment does not materially and adversely affect the security title, and interest of any mortgage holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title and interest of any such mortgage holder without such mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder;

NOW THEREFORE, the Declaration and the By-Laws of Loch Highland Homeowners Association, Inc. are hereby amended as follows:

1.

Article 7, Section (d) of the Declaration titled "Assessments" is hereby amended by deleting the phrase "prior to the Association's annual meeting" and replacing it with "prior to the due date for the annual assessment."

2.

Article 7, Section (i) of the Declaration titled "Assessments" shall hereby be deleted in its entirety and replaced thereto with the following:

(i) Lot Submission & Membership Fee. Each non-member lot that desires to become a Member of the Association must sign a consent form. A sample consent form, which may be varied by the Association, is attached and incorporated hereto as Exhibit "A." Non-member lots that sign the consent form shall pay a fee to the Association in the amount of \$2,000.00, which shall include the prorated annual assessments for the calendar year and the initiation fee ("Membership Fee"). No additional assessments, with the exception of special assessment and specific assessments levied after the date that the consent form is signed, shall be charged to this lot until the following calendar year.

3.

Article III, Section 4 of the By-Laws titled "Election and Term of Office" is hereby amended by deleting that Section 4 in its entirety and replacing it with the following:

Section 4. Election and Term of Office. The Directors serving on the Board in the year that this amendment is recorded shall remain in office until the terms for which they were elected expire. At the annual membership meeting the succeeding year, the Directors shall be elected to serve on a staggered one- and two-year basis. The three nominees receiving the highest number of votes shall be elected for a two-year term. The two nominees receiving the next highest number of votes shall be elected for a one-year term. This election method will stagger the terms of Directors so that the entire Board is not subject to replacement each year. When terms for the Directors elected at the 2012 annual membership meeting expire, all future Directors shall be elected to serve a term of two years.

A Director shall hold office until his or her respective successor is elected, he or she is removed, or he or she resigns. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns. To be eligible to run for or serve on the Board of Directors, the Owner must not be delinquent in the payment of any assessment to the Association.

IN WITNESS WHEREOF, the undersigned officers of the Loch Highland Homeowners Association, Inc. hereby certify that the above Amendments were duly adopted by the required percentage of the Membership and that any required notices have been duly given.

This ___ day of _____, 2011.

**ASSOCIATION: LOCH HIGHLAND HOMEOWNERS
ASSOCIATION, INC.**

By: _____
President

Sworn to and subscribed
this ___ day of _____,
20__, in the presence of:

Attest: _____
Secretary

WITNESS

[CORPORATE SEAL]

NOTARY PUBLIC

[NOTARY SEAL]

EXHIBIT "A"

[Space for Recording Information]

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

**STATE OF GEORGIA
COUNTY OF COBB**

**Index in Grantor Index Owner's Name(s): _____
Index in Grantor and Grantee Index Also Under:
Loch Highland Homeowners Association, Inc.**

Cross Reference with Owner's Deed recorded in Deed Book: _____

	Page:	
Cross Reference to Declaration for Loch Highland	Deed Book:	9745
	Page:	105
	Deed Book:	1573
	Page:	786

**CONSENT FORM TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LOCH HIGHLAND AND MEMBERSHIP IN THE LOCH HIGHLAND
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Loch Highland subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot ____, Block ____, Unit ____, Phase ____ on the plat of survey for Loch Highland subdivision recorded in Plat Book ____, Page ____, Cobb County, Georgia records (hereinafter "Owner's Property"); and

WHEREAS, Owner desires to submit Owner's Property to the Restated Declaration of Covenants, Conditions and Restrictions for Loch Highland and to membership in the Loch Highland Homeowners Association, Inc.;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to the Declaration and membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Owner does further consent to the submission of the Common Area (as defined in the Declaration) to the Declaration.

IN WITNESS WHEREOF, Owner does hereby execute this Consent under seal on the day and year first above written.

Signed, sealed and delivered this
____ day of _____, 200__.

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner

Notary Public
[NOTARY SEAL]

Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Signed, sealed, and delivered
this __ day of __, 200__.

Approved by:
LOCH HIGHLAND HOMEOWNERS ASSOCIATION, INC.

Witness

By: _____
Its: President
[CORPORATE SEAL]

Notary Public [NOTARY SEAL]