

Benefits of the Georgia Property Owners' Association Act

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Georgia adopted the Georgia Property Owners' Association Act ("POA") in 1994 to expand the abilities of homeowners associations to better manage their communities. The POA does not, however, automatically apply to a community's covenants. Instead, the developer of the community or the members of the community's homeowners association must "opt-in" to be governed by the POA. The "opt-in" process generally takes place either by the developer (called the declarant) when the developer initially creates the declaration of covenants for the community, or by the members of the homeowners association through an amendment to the declaration.

The specific amendment process within the declaration of covenants must be followed for the "opt-in" to occur. For example, if the declaration of covenants for your community states that the declaration may be amended by the consent of two-thirds of the association members, you will need to obtain the consent of such two-thirds in order to submit the declaration of covenants to the POA. Fortunately, the amendment process to obtain the consent of the association members can often be done by going door to door, depending upon the specific declaration provisions for your community.

Some of the benefits of the POA include the following:

Covenant Amendments:

The POA requires all amendments to the Declaration submitted to the POA to be approved by at least two-thirds (2/3) of the votes of the Association (meaning eligible voters), but by not more than eighty percent (80%) of the association vote. This is a safeguard for the homeowners' protection to ensure that amendments to the Declaration are not allowed to be approved by too few owners in the community, nor shall the POA allow amendments be so difficult to approve by requiring more than eighty percent (80%) of the votes to approve of them.

Perpetual Duration:

Georgia Code Section 44-5-60 includes Subsection (d)(1) which, prior to 1994, generally provided that covenants expire after twenty years. That statute was amended in 1994 to permit covenants to automatically renew, but the Georgia courts have held that covenants in communities that were recorded prior to 1994 do not receive the benefit of the new 1994 law. One of the extremely important benefits of the POA is that it has a provision that states Code Section 44-5-60(d)(1) shall not apply to any covenants contained in any instrument submitted to the POA.

That means that if a community's covenants were recorded prior to 1994, submission to the POA now will eliminate the possibility that the covenants will expire after twenty years. Also, as part of the amendment process when we submit a community's covenants to the POA, we generally will include an amendment that the covenants will be for a perpetual duration.

Automatic Statutory Liens:

After submitting to the POA, the association will no longer be required to file liens at the county courthouse for unpaid assessments or other charges. Instead, the POA creates an automatic statutory lien against a delinquent owner's lot. In other words, the association will no longer have to file individual liens against lots in order to secure unpaid assessments; rather, the POA provides that the declaration of covenants itself serves as notice that there is a lien for any unpaid assessment or other charges. As a result, closing attorneys, title examiners, purchasers or owners will generally contact the association for a statement of any amounts owed to the association prior to concluding any sale or refinance of the lot. If the association is not paid out of the proceeds of the sale or refinance, the lien continues against the lot.

Joint and Several Liability to Pay Assessments:

The POA includes another provision that generally strengthens an association's assessment collection powers. That is, the POA provides that the grantee (or buyer) of a house is jointly and severally liable with the grantor (or seller) for all unpaid assessments. That means that if the automatic statutory lien is not paid at the closing, the association can proceed against the new owner who will be personally liable for all amounts owed prior to the closing. (Note that the new owner can then seek reimbursement from the previous owner, but the association would not be involved in that dispute.)

Late Fees and Interest:

Submission to the POA allows the association to charge a late fee of the greater of \$ 10.00 or ten percent (10%) of the amount due, and interest at a rate of ten percent (10%) per annum on unpaid assessments and charges. These provisions must also be stated within the declaration of covenants, so as part of the amendment process, we generally will include these provisions to strengthen the community's collection powers.

Attorney's Fees and Costs of Collection:

The automatic lien provided by the POA includes the association's costs of collection of the delinquent assessments, including reasonable attorney's fees actually incurred. If your community's declaration of covenants does not already use the term "attorney's fees actually incurred," we generally will include that provisions as part of the amendment process. If the declaration is not submitted to the POA, there is a possibility that an amount of attorney's fees that is smaller than the amount actually incurred will be the only amount that is recoverable.

Declarant, Developer and Builder Assessments:

The POA provides that all lot owners, which would include declarants, developers and builders, must pay assessments on the lots they own because no assessments may be waived.

Tenants:

The POA also clarifies that all owners and tenants (i.e., people who rent a house in the community from the owner) must comply with all the provisions of the declaration of covenants and the association's rules and regulations.

Fines and Suspension:

The POA gives the association a statutory power to assess fines against violators and to suspend the common area use rights of violators, provided the ability to fine and suspend are stated in the declaration of covenants. We will therefore generally include such provisions as part of the amendment process. Fines constitute a lien against the violator's lot, and the ability to fine significantly strengthens the association's powers to enforce the covenants and the rules and regulations.

After recording, return to:
Amy P. Holbrook
Langdale Vallotton, LLP
1007 N. Patterson Street
Valdosta, Georgia 31601

CROSS REFERENCE: DB 4456, Page 93
DB 5231, Page 49
DB 5780, Page 137
DB 5789, Page 225

SECOND AMENDMENT TO
THE RESTRICTIVE COVENANTS
OF NELSON HILL SUBDIVISION

STATE OF GEORGIA
COUNTY OF LOWNDES

THIS SECOND AMENDMENT TO THE RESTRICTIVE COVENANTS OF NELSON HILL SUBDIVISION ("Second Amendment"), made this ____ day of _____, 2022, by and among the undersigned owners of lots in Nelson Hill Subdivision, representing at least two-thirds (2/3) of the lots in Nelson Hill Subdivision (the "Subdivision").

WITNESSETH

WHEREAS, NELCO, INC. entered into those Restrictive Covenants of Nelson Hill Subdivision recorded in Deed Book 4456 at Page 93, in the office of the Clerk of Superior Court of Lowndes County, Georgia, (the Original "Covenants"); and

WHEREAS, NELCO, INC. assigned all of its rights as Declarant and Class "B" member under the Covenants to AFWM, LLC by that Assignment of Interest in Restrictive Covenants of Nelson Hill Subdivision recorded in Deed Book 5366 at Page 083, in the office of the Clerk of Superior Court of Lowndes County, Georgia; and

WHEREAS, AFWM, LLC assigned all of its rights as Declarant and Class "B" member under the Covenants to FLEMACLEY, LLC by that Assignment of Rights of Declarant Under

Restrictive Covenants of Nelson Hill Subdivision recorded in Deed Book 5366 at Page 085 in the office of the Clerk of Superior Court of Lowndes County, Georgia; and

WHEREAS, FLEMACLEY, LLC, the Declarant, Class "B" member, and owner of more than two-thirds (2/3) of the lots in Nelson Hill Subdivision at that time, entered into that First Amendment to the Restrictive Covenants of Nelson Hill Subdivision (the "First Amendment") recorded in Deed Book 523 I at Page 049, in the office of the Clerk of Superior Court of Lowndes County, Georgia; and

WHEREAS, FLEMACLEY, LLC entered into that Supplemental Declaration recorded in Deed Book 5780 at Page 137, in the office of the Clerk of Superior Court of Lowndes County, Georgia; and

WHEREAS, FLEMACLEY, LLC entered into that Second Supplemental Declaration recorded in Deed Book 5784 at Page 130, and rerecorded at Deed Book 5789 at Page 225, in the office of the Clerk of Superior Court of Lowndes County, Georgia; and

WHEREAS, the Original Covenants, First Amendment, Supplemental Declaration, and Second Supplemental Declaration are hereinafter collectively referred to as the "Covenants"; and

WHEREAS, Section 11.02 of the Covenants allows for the amendment of the Covenants by the written consent of members representing two-thirds (2/3) or more of the total voting power of the Association, plus the consent of the Declarant; and

WHEREAS, the undersigned represent at least two-thirds (2/3) of the owners of lots in Nelson Hill Subdivision; and

WHEREAS, the unit owners desire to amend the Covenants herein and to submit the Subdivision to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., as amended (the "Act"), as the same is in effect on the date hereof and as may be amended from time to time, pursuant to the terms and conditions hereinafter set forth and desire to amend the Covenants as set forth herein;

NOW, THEREFORE, the unit owners hereby submit the Subdivision to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., and adopt this Second Amendment to the Restrictive Covenants of Nelson Hill Subdivision:

1. Pursuant to the provisions of the Covenants and the provisions of O.C.G.A. § 44-3-222 and 44-3-235, the fifth paragraph of the Preamble ("Now Therefore") is hereby amended to delete the second sentence ("Said protective covenants ... ") and replace it with the following:

This declaration and protective covenants are hereby submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., as amended (the "Act"), and the Act shall govern these Covenants, any amendments hereto, and shall be binding upon all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successor, or assigns, and shall inure to

the benefit of each owner thereof. The Act and the provisions thereof are hereby incorporated by reference as if fully set forth herein. Pursuant to O.C.G.A. § 44-3-234, these Covenants, the restrictive covenants contained herein, and any amendments to these Covenants shall be perpetual in nature and shall not expire.

2. The fourth sentence of Section 2.07 is hereby amended as follows:

The Board shall have the authority to impose and assess reasonable monetary fines and suspend temporarily voting rights and the right of use of the common areas and services paid for as a common expense; further, the Board shall have the ability to commence an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. The Board may collect said monetary fines by lien or foreclosure, as provided in the Act and Article VIII hereof.

3. Section 3.02 is hereby amended as follows:

If multiple Owners of the same Lot are present at a meeting, the vote pertaining to that Lot shall be cast only with their unanimous agreement. If only one Owner of a Lot that has multiple Owners is present at a meeting, the present Owner shall be entitled to cast the vote pertaining to that Lot.

4. Section 4.01 is hereby deleted and replaced with the following:

Each owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments, to be established and collected as hereinafter provided, and (3) specific assessments against any particular Lot which are established pursuant to the terms of these Covenants, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of these Covenants. These assessments, together with interest, costs, charges for materials furnished or services rendered, and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and shall be, from the time the same became due and payable, the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due and constitute a continuing lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of these Covenants; and (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

5. The final sentence of Section 4.03 is hereby deleted.

6. Section 4.07 is hereby deleted and replaced with the following:

Section 4.07. Estoppel Letter. 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 or its management agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall respond in writing within five (5) business days of receipt of the request for a statement, or such longer period as may be permitted by the Act, and the Association may require the payment of a reasonable fee not to exceed Ten Dollars (\$10.00), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association and upon every Owner.

7. The first sentence of Section 4.08 is hereby deleted and replaced with the following:

Any assessment not paid within ten (10) days after the due date shall incur a late charge not in excess of the greater of \$10.00 or 10 percent of the amount of each assessment not paid when due. Additionally, interest shall accrue at a rate not in excess of 10 percent per annum on any assessment or late charge pertaining thereto not paid within thirty (30) days after the due date. As provided in O.C.G.A. § 44-3-232, the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, court costs, the expenses required for the protection and preservation of the Lot, and reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. § 13-1-11(a)(2). Additionally, the personal obligation of the Owner and a lien for assessments shall also include the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

8. Section 4.09 is hereby deleted and replaced with the following:

4.09 Subordination of Lien; Continuing Existence. The lien of the assessments provided for herein shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due and constitute a continuing lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of these Covenants; and (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The sale or transfer of any Lot shall not affect the assessment lien. The personal obligation shall pass to his successors in title and they shall be jointly and severally liable for all unpaid assessments against the Owner, and any said successor shall have the right to recover from the

Owner the amounts paid by the successor; however, if the Owner or successor requests a statement from the Association as provided in Section 4.07, the successor and his successors, assigns, and successors-in-title shall not be liable for nor shall the Lot be conveyed subject to a lien for any unpaid assessments in excess of any amount set forth in the statement. However, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first mortgagee or secondary purchase money mortgagee of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, taking title through foreclosure proceedings pursuant to a mortgage, as provided in O.C.G.A. § 44-3-225(d).

9. The following is hereby added as Section 4.10:

Section 4.10. Statutory Liens on Assessments. Notwithstanding the foregoing provisions, this Article IV shall be expressly governed by O.C.G.A. § 44-3-225 and § 44-3-232 and all of the remedies in those Code Sections and the Act are hereby incorporated by reference as if fully set forth herein. Pursuant to the Act, the recording of this Second Amendment to these Covenants and any further amendments or restatements thereto shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessments shall be required.

10. The following is hereby added as Section 4.11:

Section 4.11. No Exemption from Assessments. No Owner shall be exempted from any liability from any assessments provided for herein, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her Lot or any part of the Common Area. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association.

11. The following is hereby added to the end of Section 5.02(A):

However, if the Board of Directors of the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner subjected to these Covenants or his or her family, guests, or lessees, then the Association, except in the event of an emergency situation, shall give the Owner fifteen (15) days' notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The Owner shall pay the cost by the fifteenth (15th) day after said notice.

12. Section 5.02(B)(l) is hereby deleted and replaced with the following:

All maintenance of Lots or Residential Units, unless specifically identified hereunder or in a supplemental declaration or other applicable declaration of covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owner of such Lot or Residential Unit.

13. Section 5.02(B)(2) is hereby deleted and replaced with the following:

Each Owner shall mow and maintain the Lot, including but not limited to maintenance of the lawn, hedges, and beds, in a clean, orderly, and well-manicured condition. All beds shall be maintained with pine straw, bark, or other material approved by the NCRB or Modifications Committee, and be kept free from grass and weeds. Such maintenance shall include, without limitation, the fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns; the pruning and trimming of all trees, hedges, and shrubbery; the removal of dead plant material; and the maintenance and repair, of all fences on the Lot, if any. If the owner of any Lot on which a house has been constructed allows the grass to grow to a height exceeding six (6) inches, allows the beds or hedges to become overgrown and unsightly, or allows the lawn or beds to accumulate trash or otherwise be kept in a poor condition, or violate any of the above restrictions, in the sole discretion of the Association, the Association may either (a) assess a fine to the Owner in an amount determined by the Board of Directors in its sole discretion, or (b) after giving five (5) days' notice of its intent, enter the property and mow, edge, clean and restore the lawn/beds and assess a reasonable fee to the lot owner.

14. The following is added as Section 5.02(B)(3):

Each Owner shall maintain and repair the Lot or Residential Unit, including but not limited to routine maintenance of the structure, any and all structural/cosmetic repairs, exterior painting, and any other maintenance and repairs not covered in Section 5.02(B)(2) above. In the event the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible under the Covenants, then the Association, except in the event of an emergency situation, shall give the Owner notice and opportunity to cure consistent with the Association's Covenant Enforcement Plan. The Owner shall comply with the notice given by the Association and the relief requested therein or shall be subject the additional penalties and fines, as detailed more specifically in the Association's Covenant Enforcement Plan.

15. The second full paragraph of Section 8.02 (beginning with "All such assessments. . .") shall be deleted and replaced with the following:

All such assessments, together with simple interest at the rate often percent (10%) per annum, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof, in accordance with Article IV of these Covenants and the provisions of the Act. The lien of the assessments provided for herein shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due and constitute a continuing lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of these Covenants; and (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The sale or transfer of any Lot shall not affect the assessment lien. The personal obligation shall pass to his successors in title and they shall be jointly and severally liable for all unpaid assessments against the Owner, and any said successor shall have the right to recover from the Owner the amounts paid by the successor; however, if the Owner or successor requests a statement from the Association as provided in Section 4.07, the successor and his successors, assigns, and successors-in-title shall not be liable for nor shall the Lot be conveyed subject to a lien for any unpaid assessments in excess of any amount set forth in the statement. However, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first mortgagee or secondary purchase money mortgagee of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, taking title through foreclosure proceedings pursuant to a mortgage, as provided in O.C.G.A. § 44-3-225(d). Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents. The assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors.

16. Section 8.03 is hereby deleted and replaced with the following:

8.03 Computation of Annual Assessment.

(a) The Board shall distribute an annual operating budget and notice of annual assessment to Owners no later than thirty (30) days after the beginning of the Association's fiscal year. The budget and assessment established therefrom shall

become and be effective unless objected to at the annual meeting of the Association by at least a majority of the Owners present at the annual meeting. Notwithstanding the foregoing, in the event that a majority of Owners present at the annual meeting disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the preceding year shall continue for the succeeding year.

(b) The maximum annual assessment may be increased each year by the Board by not more than ten (10) percent above the maximum assessment for the previous year without a vote of the Association. The maximum annual assessment may be increased above ten (10) percent by a vote of a majority of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

17. Section 8.05 is hereby amended to add the following at the end of Section 8.05: "Additionally, interest shall accrue at a rate not in excess of 10 percent per annum on any assessment or late charge pertaining thereto not paid within thirty (30) days after the due date. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. Enforcement actions on the part of the Association shall be in accordance with the Association's Covenant Enforcement Plan and any other documents enacted by the Association for the purposes of collection of assessments. The Association reserves the right to institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The obligation for the payment of assessments and fees arising hereunder shall include the costs, charges, and fees listed in the Act and in Section 4.08 above."
18. The second, third, fourth, fifth, sixth, seventh, and eighth sentences of Section 11.01 are hereby deleted and replaced with the following:

Pursuant to the Act and specifically to O.C.G.A. § 44-3-234, these Covenants, the restrictive covenants contained herein, and any amendments to these Covenants shall be perpetual in nature and shall not expire.
19. The following is hereby added to Section 11.02:

The Association, acting through the Board of Directors and without any further consent or action on the part of the unit owners, may amend these Covenants for those specific purposes permitted under Georgia law, including, without limitation, if such amendment is necessary to bring any provision hereof into compliance with mandatory provisions of the Act or with any other applicable law, as authorized in O.C.G.A. § 44-3-23 l(c) and the Act; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use such Owner's Lot without the consent of the affected Owner.
20. The following is hereby added to Section 11.08:

Additionally, the provisions of the Act and the statutes thereof are incorporated herein by reference, as if fully set forth herein.

21. The following is hereby added to the end of Section 12.09:

Yard waste is not to be deposited on vacant properties and yard clippings/leaves are not to be blown into the street or neighboring properties, but should be disposed of properly.

22. Section 12.13 is hereby deleted and replaced with the following:

Section 12.13. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other usual household pets may be kept by the respective Owners on their respective Lots, provided that they are not kept, bred, or maintained for any commercial purposes and do not endanger the health or unreasonably disturb the owner of any Lots within the Nelson Hill community; provided that the Board of Directors may, by adoption of rules and regulations, prohibit from the community animals which are determined by the Board to be dangerous or detrimental to the health, safety, or welfare of the Owners. No pet enclosure shall be erected, placed or permitted to remain on any Lot subjected to this Declaration. For the security of the neighborhood, Pets must be on a lease at all times. Persons walking dogs on leashes are to remove all solid waste of the pet from residential property, as well as common areas within the community.

23. The following is hereby added as Section 12.20:

Section 12.20. Storage of Trash Cans. Trash cans, garbage receptacles, recycling containers, and any other container to dispose of materials to a regular sanitation service, and their surrounding area shall be kept in a clean, neat, and sanitary condition, with the same being stored on the side of the home and not on the street, in front of the home, or in front of the garage of the home.

24. The following is hereby added as Article XIII:

Article XIII
Rental and Investment Properties

Beginning on the date of recording of this Declaration, there shall be prohibited any new rental or investment properties within the Subdivision, meaning that no Lot or dwelling erected or existing thereon shall be used as an investment and/or rental property, and shall be used solely as a residence of the Owner(s).

25. The following is hereby added as Article XIV:

Article XIV
Submission to Georgia POAA; Conflict

The property now or hereafter subject to these Covenants shall be held, conveyed, encumbered, used, occupied and improved subject to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq. In the event of a conflict between the provisions of these Covenants and the provisions of the Act, then to the extent that the provisions of the Act cannot be waived by agreement, the Act shall control.

26. This Second Amendment shall run with the land and be binding upon the successors, heirs, beneficiaries and assigns of the undersigned.

27. Except as amended herein, the Covenants and all previous amendments thereto are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned constituting two-thirds (2/3) of the owners of lots in Nelson Hill Subdivision have executed this instrument under seal on day and year above stated.

[SIGNATURES OF EACH OWNER FOLLOW ON SEPARATE PAGES]

Nelson Hill HOA Covenant Amendment Approval Form

I hereby give my support to the amendment of the Nelson Hill HOA Covenants as proposed in the Second Amendment to the Restrictive Covenants of Nelson Hill Subdivision, dated November 1, 2022. I understand that approval of these covenants means that the Homeowners Association will legally become a Property Owners Association, with all the rights and responsibilities outlined in the amended Covenants. By signing below, I agree that my signature shall remain valid and binding with regard to said Amendment, unless revoked in writing and submitted to the HOA.

Property Owner's Name _____

Property Address _____

Date _____

Signature _____

You may return the completed form to the HOA drop box located at the Nelson Hill playground or email contactus@nelsonhillhahira.com and an HOA board member will come pick it up.