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Cross Reference:

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Page: 698

STATE OF GEORGIA
COUNTY OF GWINNETT

**AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR COOPER WALK**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COOPER WALK (the "Amendment") is made this 13th day of October, 2023 by **COOPER WALK INVESTMENT, LLC**, a Georgia limited liability company ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant executed and recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Coopers Walk, recorded in Deed Book 60403, Page 698, et seq. on January 20, 2023 in the real property records of the Clerk of the Superior Court of Gwinnett County, Georgia (the "Declaration"); and

WHEREAS, pursuant to Section 11.6 of the Declaration, the Declaration may be amended unilaterally by Declarant for any purpose; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner; and

WHEREAS, Declarant desires to amend the terms of the Declaration to remove the restriction against occupancy by persons under 19; and

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

1.

Section 1.16 of the Declaration is hereby deleted in its entirety and replaced with the following:

0.16 "Resident or Qualified Resident" Any of the following Persons occupying a Lot:

- (a) any Age-Qualified Occupant;
- (b) any Person occupying a Lot with an Age-Qualified Occupant; and

(c) any Person who occupied a Lot with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Lot after termination of the Age-Qualified Occupant's occupancy thereof.

The term "occupy" or "occupancy" shall have the same meaning as set forth in the definition of Age-Qualified Occupant in Section 1.1 above. An individual who occupies a Lot but does not satisfy the criteria of (a), (b) or (c) above shall not be deemed to be a Resident and shall not be entitled to any rights or privileges granted to a Resident hereunder.

2.

Section 7.26 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.26 Age Restriction Affecting Occupancy.

(a) Age Restriction. The Community is intended to provide housing primarily for Persons 55 years of age or older, subject to the rights reserved to Declarant in sub-paragraph (h) below. The Community shall be operated as an age restricted community in compliance with all applicable state and federal laws. Subject to sub-paragraphs (h) and (i) below, each Lot, if occupied, shall be occupied by at least one (1) individual 55 years of age or older; provided, however, that once a Lot is occupied by an Age-Qualified Occupant, other Qualified Residents of that Lot may continue to occupy the Lot, regardless of the termination of the Age-Qualified Occupant's occupancy. **Notwithstanding the above, at all times, at least eighty percent (80%) of the improved and occupied Lots within the Community shall be occupied by at least one (1) individual 55 years of age or older.** The Board shall establish policies and procedures from time to time as necessary to verify the names and ages of all occupants and Owners of the Lots and to monitor and maintain its status as an age restricted community under state and federal law. The Association may levy monetary fines against the Owner and the Lot for each day the Owner fails to provide information requested by the Association and/or the Board. The Association shall provide, or contract for the provision of those facilities and services designed to meet the physical and social needs of older Persons as may be required under such laws. The provisions of this Section may be enforced by the Association administratively and/or by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder.

(b) Leasing/Sale of Lot. Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided no Owner under the age of 55 may occupy a Lot, except in compliance with this Section, nor shall any Owner permit occupancy of a Lot in violation of this Section. No Owner shall enter into a lease, an agreement to sell the Lot, or any other occupancy agreement where the Person occupying the Lot is under the age of 55, without the prior written approval of the Board. Any Owner who proposes to enter into a lease, an agreement to sell the Lot or other occupancy agreement relating to the Owner's Lot shall: (i) assure that any such agreement is in writing, (ii) include in such agreement a statement in conspicuous type that the Lots within the Community are intended for residency by Persons 55

years of age or older, as set forth in this Section, (iii) clearly disclose the age-restricted purpose to any tenant, purchaser, or other potential occupant of the Lot, and (iv) provide that any violation of this Section of this Declaration by the tenant or purchaser under the agreement shall constitute a default of the agreement.

(c) Exceptions. Any Owner may request in writing that the Board make an exception to the requirements of this Section with respect to his or her Lot, based on a hardship that is substantiated by documentation supplied with the written request. The Board may, but shall not be obligated to, grant exceptions to this Section in its sole discretion, provided that all of the requirements of the state and federal laws under which the Community may be developed and operated as an age-restricted community are met in any event.

(d) Notification of Change in Occupancy. In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the state and federal laws under which the Community may be developed and operated as an age-restricted community. In the event that an Owner fails to notify the Board and provide all required information within 10 days after a change in occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under this Declaration and applicable law.

(e) Records. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Fair Housing Act as amended. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Section, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to owners, or tenants and mortgagees upon reasonable request.

(f) Enforcement. The Association, acting through the Board, may enforce this Section in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Lot be provided to the Board on a periodic basis, and in the Board's sole discretion, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions of this Section. Association's records regarding individual members shall be maintained on a confidential basis and shall not be disclosed except as legally required and then only to governing authorities having jurisdiction and seeking to enforce state and federal laws. Each Owner shall fully and truthfully respond to any request from the Association or Board for information regarding the occupancy of his or her Lot which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section.

Each Owner hereby appoints the Association, which may act through the Board, as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of his or her Lot as necessary to enforce compliance with this Section.

(g) Compliance. Each Owner shall be responsible for ensuring compliance with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its tenants and any other occupants of his or her Lot(s). Each Owner, by acceptance of title to a Lot, agrees to indemnify, defend, and hold Declarant, any affiliate of Declarant, and the Association harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner to uphold the obligation set forth in the foregoing sentence. Such defense costs shall include, but not be limited to, attorney fees and costs.

(h) Sales By Developer. Notwithstanding the restriction set forth in this Section, Developer reserves the right to sell Lots to Persons between the ages of 50 and 55, inclusive years of age; provided, such sales shall not affect the Community's compliance with all applicable state and federal laws under which the Properties may be developed and operated as an age-restricted community.

3.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia and shall be enforceable against all the Owners of Lots in the Property.

Except as herein modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the year and date listed above.

DECLARANT:

COOPERS WALK INVESTMENT, LLC,
a Georgia limited liability company

Signed, sealed, and delivered
In the presence of

By:

Its:

Unofficial Witness

Notary Public

[NOTARY SEAL]

