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AFTER RECORDING. RETURN TO:
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STATE OF GEORGIA
COUNTY OF JONES

Cross Reference: DEED BOOK 370, PAGE 309

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR HIDDEN LAKES SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Lakes Subdivision is made this 11 day of May, 2018, by the members of Gray Hidden Lakes Homeowners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Hidden Lakes (the "Subdivision") is a residential community located in Jones County, Georgia; and

WHEREAS, the Subdivision is governed by that certain Declaration of Covenants, Conditions, Restrictions and Easements dated December 31, 1998, recorded January 19, 1999, in Deed Book 370, Page 309, Jones County, Georgia real estate records (the "Declaration"); and

WHEREAS, the Developer, as defined in the Declaration, no longer owns any property within the Subdivision nor has any right to submit any additional property to the Declaration; and

WHEREAS, there is no longer any "Class B" member or "Class B" membership as defined in Article III, Section 2 of the Declaration; and

WHEREAS, a majority of the members of the Association have approved and consented to this Amendment, and desire to ratify and amend the Declaration, as evidenced by execution of this Amendment by the undersigned officers of the Association;

NOW, THEREFORE, pursuant to Article X, Section 7, subsection (iv) of the Declaration, and in accordance therewith, the Declaration is hereby amended as follows:

Article 2 of the Constitution is hereby amended by inserting the following: "The Association of Professional Engineers, Inc., shall be a national organization of professional engineers."

Approved: _____

The Board of Engineers and Architects of the State of California, acting under the authority of the State Board of Professional Engineers and Architects, hereby certifies that the following is a true and correct copy of the Constitution of the Association of Professional Engineers, Inc., as amended by the Board of Engineers and Architects of the State of California, on this 15th day of June, 1960.

Witness my hand and the seal of the State Board of Professional Engineers and Architects at the City of Sacramento, California, this 15th day of June, 1960.

1. Article I, Section 2 of the Declaration is hereby amended by correcting the definition of "Association" to the following: "Gray Hidden Lakes Homeowners Association, Inc., a Georgia nonprofit corporation."

2. Article VI, Section 2 of the Declaration is hereby amended by adding thereto the following: "Each Owner's repair and maintenance obligations hereunder shall include all portions of their Lot which are visible from the exterior of their house, including without limitation, all landscaping features, fences, driveways, mailboxes, accessory structures, recreational equipment and structures."

3. Article X, Section 1 of the Declaration is hereby amended by adding the following new subsection (c) thereto:

(c) The following procedures shall be employed in the event of any violation of the covenants and restrictions set forth in this Declaration (other than as provided in Article II hereof for initial construction, reconstruction and improvement of Structures) by any Owner or their tenants or other guests or occupants:

(1) In the first instance of a violation of this Declaration by any Owner or their tenant or other guest or occupant (a "First Offense"), a written notice describing the violation (a "Courtesy Notice") will be sent to the Owner by the Architectural Control Committee (ACC), with a deadline for the Owner to remedy the violation based on a reasonable amount of time and effort that should be needed to complete the remediation, but in no event longer than thirty (30) days. If no similar violation is committed by the said Owner, or their tenant or other guest or occupant, for at least six (6) months after such Courtesy Notice, any further violation will be treated as a First Offense for all purposes hereof, unless otherwise stated in the Courtesy Notice.

(2) In the second instance of a violation of this Declaration by any Owner or their tenant or other guest or occupant (a "Second Offense"), or a failure by such Owner to remedy a First Offense, a written notice and demand for remediation (a "Remediation Notice") will be sent to the said Owner by the ACC, with a final deadline for the Owner to remedy the violation, in light of the amount of time originally provided in the Courtesy Notice, but in no event longer than ten (10) additional days. The Remediation Notice will specify the amount of the fine, not to exceed Twenty-Five Dollars (\$25.00) per day, which will be assessed against the Owner's property if the violation is not remediated within the time provided. If no similar violation is committed by the said Owner, or their tenant or other guest or occupant, for at least six (6) months after such Remediation Notice, any further violation will be treated as a First Offense for all purposes hereof, unless otherwise stated in the Remediation Notice.

(3) In the third instance of a violation of this Declaration by any Owner or their tenant or other guest or occupant (a "Third Offense"), or a failure by such Owner to remedy a Second Offense, a written notice of fine and/or other enforcement (an "Enforcement Notice") will be sent to the Owner by the ACC via

certified mail and USPS first class mail, advising the Owner that they have been previously notified of the violation(s) and that failure to remedy the same has resulted in the corresponding fine and/or other enforcement being assessed. The said Owner may appeal the fine and/or other enforcement to the ACC during the thirty (30) days following their receipt of the Enforcement Notice. If no similar violation is committed by the said Owner, or their tenant or other guest or occupant, for at least twelve (12) months after such Enforcement Notice, any further violation will be treated as a First Offense for all purposes hereof, unless otherwise stated in the Enforcement Notice.

The ACC and/or the Board will take all appropriate legal action against any Owner who fails to remedy any violation for which they have received an Enforcement Notice, including but not limited to, filing suit to collect or enforce the same, filing one or more liens against the Owner's property, suspending the Owner's rights to participate in the business of the Association and use of amenities otherwise available to the Owner, in addition to, not in lieu of, all other remedies as provided elsewhere in this Declaration for enforcement of the covenants and collection of assessments.

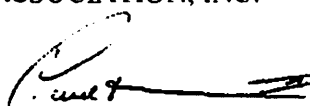
ALL OTHER TERMS and provisions of the Declaration shall remain unchanged except as set forth herein or as previously amended. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

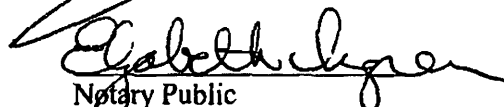
IN WITNESS WHEREOF, the undersigned does hereby adopt and approve the above, and consents thereto, effective the date first above written.

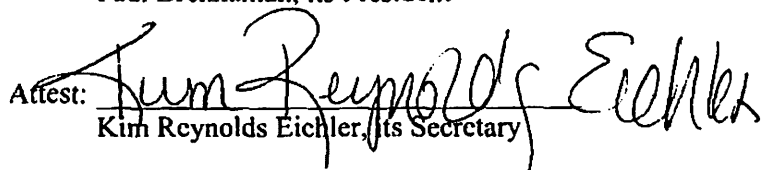
Signed, sealed and delivered
in the presence of:

GRAY HIDDEN LAKES HOMEOWNERS
ASSOCIATION, INC.


Unofficial Witness

By: 
Paul Brenneman, its President


Notary Public

Attest: 
Kim Reynolds Eichler, its Secretary

