

**BK45152PG0251**

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GWINNETT COUNTY, GA.

05 NOV -4 AM 10: 22

TOM LAWLER, CLERK

**311610**

After recording, return to:  
Bramlett Shoals Homeowners Association  
P.O. Box 188  
Grayson, Georgia 30017

INDEXING NOTE:

Please Index Grantor Index under:  
Bramlett Shoals Homeowners Association

Please also cross-reference to Declaration  
of Covenants, Restrictions and Easements  
For Bramlett Shoals Subdivision, Recorded  
At Deed Book 16042, Page 015, Gwinnett  
County, Georgia records.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
BRAMLETT SHOALS SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS is made and entered into this 21st day of  
September, 2005, by Bramlett Shoals Homeowners Association, hereinafter referred to as  
"Declarant".

BACKGROUND STATEMENT

On May 14, 1998, Declarant executed that certain Declaration of Covenants,  
Restrictions and Easements for Bramlett Shoals Subdivision which was recorded in Deed  
Book 16042, page 015 et seq., Gwinnett County, Georgia (hereinafter as supplemented  
and/or amended for time to time the "Declaration").

The Association now desires to amend the Declaration in order to make  
membership in the Association mandatory rather than optional as follows.

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The Board of the Association has voted and has approved the following amendments by a majority and unanimous vote.

NOW THEREFORE, Association hereby amends the Declaration as set forth in the following provision:

1. Article 3.02 of the Declaration shall be deleted in its entirety and replaced with the following language:

3.02 Membership in the Association. Membership in the Association is mandatory. Current owners that are not members have no obligation to the Association. If the non-member sells their residence/lot, the new owners are required to join as a member to the Association. A member's obligation to pay Assessments pursuant to Article IV shall become effective immediately. For purposes of voting, there shall be two (2) classes of Members as set forth in Section 3.03.

2. Article 4.01 of the Declaration shall be deleted in its entirety and replaced with the following language:

4.01 Covenant for Assessments and Creation of Lien and Personal Obligation. Each new Owner of a non-member residence of the Association, jointly and severally, for himself, his heirs, distributes, legal representatives, successors and assigns, by acceptance of a deed for a residence, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

- (a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all residences owned by him;
- (b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all residences owned by him;
- (c) that there is hereby created a continuing charge and lien upon all residences owned by him against which all such

assessments are made to secure payment of such assessments and any interest thereon as provided in Section 16.09 hereof and costs of collection including reasonable attorney's fees;

(d) that such continuing charge and lien on such residence binds such residence in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to and any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds which are used (1) to purchase a residence or Residences (together with any and all structures which may from time to time be placed or located thereon) and (2) to finance the construction or repair or alteration of structures.

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any residence from liability for any assessment thereafter assessed.

(f) that all annual, special, and specific assessments (together with interest thereon as provided in Section 16.09 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any residence owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such residence as provided in Section 16.01 © of this Declaration) a personal obligation which will survive any sale or transfer of the residence owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to Owner's successor in title unless expressly assumed by such successor.

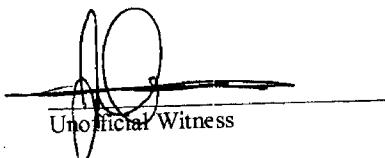
3. Except as otherwise amended herein, the Declaration shall remain in full force and effect.

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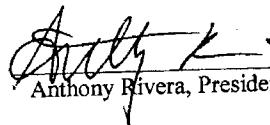
IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to Declaration  
to be executed under seal the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Bramlett Shoals Homeowners Association



\_\_\_\_\_  
Unofficial Witness

By:   
Anthony Rivera, President



*Julia Danielle Dupont*  
Notary Public, Gwinnett  
County, Georgia

JULIA DANIELLE DUPONT  
NOTARY PUBLIC GWINNETT CO., GA  
MY COMM. EXPIRES OCT 19, 2002