



Prepared by and return to:
Amy H. Bray, Esq.
Coulter & Sierra, LLC
1770 Indian Trail Road, Suite 440
Norcross, Georgia 30093
1979.01

Recorder's Cross-Reference: Declaration: Book: 945
Page: 253
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COUNTY OF ROCKDALE
STATE OF GEORGIA

**AMENDMENTS TO AND CONSOLIDATION OF THE DECLARATIONS
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LOCHINVER**

THIS AMENDMENT is made this ___ day of _____, 202__ by Lochinver Homeowners Association, Inc., a Georgia nonprofit corporation (the "**Association**") and owners of lots subject to the Declarations, as such term is defined below.

WITNESSETH

WHEREAS, Lochinver Development Partnership, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation signed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Lochinver, recorded in Deed Book 945, Page 253, *et seq.* of the records of the Clerk of the Superior Court of Rockdale County, Georgia (the "**Unit 1 Declaration**"); and

WHEREAS, Lochinver Development Partnership, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation signed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Lochinver, recorded in Deed Book 1138, Page 151, *et seq.* of the records of the Clerk of the Superior Court of Rockdale County, Georgia (the "**Unit 2 Declaration**"); and

WHEREAS, Lochinver Development Partnership, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation signed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Lochinver Units



Three and Four, recorded in Deed Book 1820, Page 141, *et seq.* of the records of the Clerk of the Superior Court of Rockdale County, Georgia (the "**Units 3 & 4 Declaration**"); and

WHEREAS, Lochinver Development Partnership, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation signed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Lochinver, recorded in Deed Book 1820, Page 164, *et seq.* of the records of the Clerk of the Superior Court of Rockdale County, Georgia (the "**Units 5 & 6 Declaration**") (collectively, the Unit 1 Declaration, Unit 2 Declaration, Units 3 & 4 Declaration, and Units 5 & 6 Declaration shall be referred to throughout as the "**Declarations**"); and

WHEREAS, pursuant to Section 6.2 of the Unit 1 Declaration, the Unit 1 Declaration may be amended at any time and from time to time by an amendment signed by at least seventy-five percent (75%) of the Owners (as such term is defined in the Unit 1 Declaration); provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant (as such term is defined in the Unit 1 Declaration), if the Declarant is the owner of any real property subject to these Restrictions (as such term is defined in the Unit 1 Declaration); and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants (as such term is defined in the Unit 1 Declaration) shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot (as such term is defined in the Unit 1 Declaration) affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment; and

WHEREAS, pursuant to Section 6.2 of the Unit 2 Declaration, the Unit 2 Declaration may be amended at any time and from time to time by an amendment signed by at least seventy-five percent (75%) of the Owners (as such term is defined in the Unit 2 Declaration); provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant (as such term is defined in the Unit 2 Declaration), if the Declarant is the owner of any real property subject to these Restrictions (as such term is defined in the Unit 2 Declaration); and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants (as such term is defined in the Unit 2 Declaration) shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot (as such term is defined in the Unit 2 Declaration) affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment; and



WHEREAS, pursuant to Section 6.2 of the Units 3 & 4 Declaration, the Units 3 & 4 Declaration may be amended at any time and from time to time by an amendment signed by at least seventy-five percent (75%) of the Owners (as such term is defined in the Units 3 & 4 Declaration); provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant (as such term is defined in the Units 3 & 4 Declaration), if the Declarant is the owner of any real property subject to these Restrictions (as such term is defined in the Units 3 & 4 Declaration); and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants (as such term is defined in the Units 3 & 4 Declaration) shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot (as such term is defined in the Units 3 & 4 Declaration) affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment; and

WHEREAS, pursuant to Section 6.2 of the Units 5 & 6 Declaration, the Units 5 & 6 Declaration may be amended at any time and from time to time by an amendment signed by at least seventy-five percent (75%) of the Owners (as such term is defined in the Units 5 & 6 Declaration); provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant (as such term is defined in the Units 5 & 6 Declaration). No amendment to the provisions of these Covenants (as such term is defined in the Units 5 & 6 Declaration) shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot (as such term is defined in the Units 5 & 6 Declaration) affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment; and

WHEREAS, the undersigned owners of Lots subject to the Unit 1 Declaration (with respect to amending the Unit 1 Declaration), the Unit 2 Declaration (with respect to amending the Unit 2 Declaration), the Units 3 & 4 Declaration (with respect to amending the Units 3 & 4 Declaration) and the Units 5 & 6 Declaration (with respect to amending the Units 5 & 6 Declaration) desire to amend the respective Declarations to consolidate them into one uniform whole (the “**Consolidated Declaration**”), governing the entirety of Lochinver according to the common plan and scheme of development originally set for in the Declarations, which are currently separate and distinct, but contain substantially and materially similar provisions and such change does not create a material impairment or a greater restriction on the use of any Lot; and

WHEREAS, the undersigned owners further desire to modify the Consolidated Declaration to establish a Capitalization Fee payable to the Association upon the conveyance of a Lot; and



WHEREAS, at least 75% of the Owners of Lots subject to the Unit 1 Declaration consent to this Amendment, as evidenced by their signatures below; and

WHEREAS, at least 75% of the Owners of Lots subject to the Unit 2 Declaration consent to this Amendment, as evidenced by their signatures below; and

WHEREAS, at least 75% of the Owners of Lots subject to the Units 3 & 4 Declaration consent to this Amendment, as evidenced by their signatures below; and

WHEREAS, at least 75% of the Owners of Lots subject to the Units 5 & 6 Declaration consent to this Amendment, as evidenced by their signatures below; and

WHEREAS, this Amendment need not be signed by the Declarant, as the Declarant is no longer the owner of any real property subject to these Restrictions (as such term is defined in the Declarations) and this Amendment does not affect the Declarant's right to add additional property; and

WHEREAS, this Amendment does not alter, modify, change, or rescind any right, title, interest, or privilege held by any first mortgage holder on any Lot; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such first mortgage holder's consent, then this Amendment shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declarations, as applicable, prior to this Amendment shall control with respect to the affected first mortgage holder; and

NOW, THEREFORE, the Declarations are hereby consolidated into one single Declaration of Covenants, Conditions, and Restrictions for Lochinver and are hereby amended further as follows:

1.

The following new Section 7.07 shall be appended to Article VII of the Consolidated Declaration, as follows:

7.07 Initiation Fee. Upon each acquisition of record title to a Lot by the first Owner following the recording of this Amendment, and on every subsequent conveyance thereafter (except for conveyances made between spouses, for estate planning purposes, or to a Mortgagee of the Lot) a contribution of an amount to be decided by the Board, in the Board's sole discretion not to exceed \$1,000.00 ("Initiation Fee") shall be made by or on behalf of the purchaser to the Association as set forth below. The Initiation Fee shall be in addition to, not in lieu of, any annual or special assessments. The Initiation Fee shall be payable at closing, shall not be prorated, and the Association shall have all rights under this Declaration for enforcement of assessments if it is not paid. The Initiation Fee shall be deposited into an account of the Association and disbursed from that account for operating expenses and costs of the Association in accordance with the Declaration and these By-Laws, as amended from time to time.



IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the date and year indicated on their signature pages.

ASSOCIATION: LOCHINVER HOMEOWNERS ASSOCIATION, INC.,
a Georgia nonprofit corporation

Date: _____

By: _____

Its: _____

[CORPORATE SEAL]

Signed, sealed, and delivered
In the presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]



EXHIBIT "A"
Sworn Statement of President of
Lochinver Homeowners Association, Inc.

STATE OF GEORGIA
COUNTY OF Rockdale

Re: Lochinver Homeowners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Lochinver Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment was approved by Owners of at least 75% of the Lots subject to each of the respective Declarations.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declarations.

By: _____
Name: _____

Sworn to and subscribed before me this
_____ day of _____, 2024.

NOTARY PUBLIC
[AFFIX NOTARY SEAL]



EXHIBIT "A"
Sworn Statement of Secretary of
Lochinver Homeowners Association, Inc.

STATE OF GEORGIA
COUNTY OF Rockdale

Re: Lochinver Homeowners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Lochinver Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment was approved by Owners of at least 75% of the Lots subject to each of the respective Declarations.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declarations.

By: _____
Name: _____

Sworn to and subscribed before me this
_____ day of _____, 2024.

NOTARY PUBLIC
[AFFIX NOTARY SEAL]