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BK:3492 PG:317-319
MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

Upon recording return to:
Walden Glen Homeowners Association, Inc.
PO Box 543
Cassville, GA 30123
678-910-5868

Cross reference: Deed Book 1233
Page 021

Notice of Rules and Regulations Changes

In accordance with the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WALDEN GLEN: Article 7 Section 1: The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

The Board of Directors has, therefore, made the following changes to the existing Use Restrictions and Rules outlined in Article 7 of the Declaration of the Walden Glen Homeowner's Association, Inc. Changes or new additions to the existing Articles have been highlighted in gray. These amended Use Restrictions and Rules will take effect January 1, 2020.

Amended Article 7 Section 4 "Vehicles; Parking"

"7.4 Vehicles, Parking, and Recreational/Other Vehicle Storage. Vehicles shall be parked only in appropriate parking areas serving a given Lot. The term "vehicles," as used herein, shall include, automobiles, trucks, motorcycles, vans, SUVs, and other automobiles used as a primary mode of transportation by the Owner of a given Lot. All parking shall be subject to such Rules and Regulations at the Board may adopt. The term "parking areas" shall refer to the available space in both the garage and driveway for parking vehicles at a given lot.

- (a) No on-street parking shall be permitted within the community except:
 - (i) in connection with special events as approved by the Board of Directors;
 - (ii) by 3rd party businesses or entities providing service to a lot;
- (b) No vehicle may be left upon any Lot or Common Property for a period of longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5)-day period, such vehicles may be removed from the Community by the Board of Directors;
- (c) Recreational and Commercial vehicles, which includes, without limitation, any towed vehicle, motor homes, boats, trailers, scooters, go-carts, golf carts, recreational vehicles, buses, box trucks, mobile homes, campers, personal watercraft, all-terrain vehicle, and all such vehicles categorized with the aforementioned shall be parked in garages or in a covered, fenced, or screened area not visible from the street. Recreational and commercial vehicles not stored in the aforementioned fashion shall not remain in the community for longer than a period of twenty-four (24) hours. Any such Recreational or Commercial vehicle remaining in clear view within the community for more than twenty-four (24) hours will be removed by the Board of Directors;
- (d) Tractor-Trailer Trucks, rigs, or cabs are not permitted in the subdivision except for deliveries to a residence or job site.
- (e) Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation;
- (f) Any vehicle parked in a fire lane, blocking another vehicle, obstructing the flow of traffic, parked in a common area for more than twenty-four (24) hours without the consent of the Board, or otherwise creating a hazardous condition will be towed immediately, with no notice to the Member or vehicle Owner required, at the expense of such Owner. Neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of loss or damage as a result of the towing activity.

Amended Article 7 Section 19 "Lighting".

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"7.19 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights between the fifteenth of November and the fifteenth of January only; (e) front house illumination of model homes; or (f) other lighting approved under and pursuant to Article 6 hereof."

Added Article 7 Section 29 "Maintenance".

"7.29 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering, mowing, and edging of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery.

Added Article 7 Section 30 "Enforcement and Fees".

"7.30 Enforcement and Fees. The Board of Directors has the right to set an appropriate and reasonable fine schedule for violation of the aforementioned Rules and Regulations. The initial fine schedule will be implemented by the Board of Directors without an association vote. Following initial implementation the fine schedule will be reviewed, amended as necessary, and renewed annually by a majority vote of those owners present at the annual meeting provided a quorum exists. The following is the process for Violation notification and fine imposition for violations except for those violations outlined in Article 7, Section 4.

- (a) [Letter 1: Violation Warning] will be mailed via first-class or certified mail to the address of the member shown on the Association's records specifying:
 - a. the nature of the violation
 - b. the steps the Owner may or should take to remedy the violation
 - c. the date, not less than fifteen (15) days from the date of the warning, that compliance will be reviewed
 - d. providing them steps to take to remedy the violation;
- (b) [Letter 2: Violation Notice] will be mailed via first-class or certified mail to the address of the member shown on the Association's records specifying:
 - a. the nature of the violation
 - b. the fine or to be imposed;
 - c. the date, not less than fifteen (15) days from the date of the notice, that the fine will take effect;
 - d. that the violator may, within ten (10) days from the date of the notice, request a hearing appealing the fine or suspension to be imposed;
 - e. the name, address, telephone number, and/or email address of a person to contact to appeal or challenge the fine or suspension;
 - f. that any statements, evidence, and witnesses may be produced by the violator at the appeal hearing; and
 - g. that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
 - h. If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days after the date of the hearing.
- (c) [Letter 3: Fine Statement] will be mailed via first-class or certified mail to the address of the member shown on the Association's records specifying:
 - a. the nature of the violation
 - b. the fine that has been imposed;
 - c. the date, not less than fifteen (15) days from the date of the notice, that the fine is due to the association.
 - d. continued inaction by a Member to remedy an existing violation will result in a monthly charge on the 1st of each month for the progressive fine amount outlined in the current fine schedule until such time as the violation is remedied without any further notification required. The Board also reserves the right to remedy the existing violation in accordance with the rights afforded to it in the HOA declarations and bylaws with the expense of such remedial actions will be assessed against the owner of the property.

For violations of section 4 of this Article, remedies for the HOA, and periods for owner compliance are outlined in detail. For instances of on-the-street parking, a "violation warning" will be given for the first documented occurrence within each calendar year, a "violation notice" will be given for the second documented occurrence (documented not less than 15 days after the violation warning was mailed) within each calendar year, and a fine of \$40.00 will be assessed for the third documented occurrence (documented not less than 15 days after the violation notice was mailed) and for each additional documented occurrence for the remainder of the current calendar year. This violation process may be appealed by written request to the Board post marked within 10 days of the mailing date of the Violation Notice. This process will be reset if the ownership of the home should change during the course of the calendar year. This process will be based on occurrences at each address rather than on occurrences by a single vehicle, and this process will reset for all properties each year on January 1 at 00:01 hours.

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

DECLARANT: WALDEN GLEN HOMEOWNERS ASSOCIATION, INC.

By Erin Mason
Erin Mason, Secretary

Signed, sealed and delivered
In the presence of:

Denise Duggan
WITNESS

Terry L. Gibson
NOTARY PUBLIC
My Commission Expires
(AFFIX NOTARY SEAL)