Return after recording to: CROSS REFERENCE: Deed Book: 45776

Clarence K. Lau Page: 379

Winter Capriola Zenner, LLC

3490 Piedmont Road, N.E.

Suite 800

Atlanta, Georgia 30305

**AMENDMENT TO BYLAWS**

**OF**

**THE GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC.**

This Amendment to Bylaws of The Glenwood Park Pool Community Association, Inc. (the “Amendment”) is made and entered into as of this day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by The Glenwood Park Pool Community Association, Inc. (hereinafter, the “Association”).

**W I T N E S S E T H**

**WHEREAS**, the Glenwood Park Pool Community was established by that certain Third Amendment to the Declaration of Condominium for the Glenwood Park Town Center Condominium recorded on October 3, 2007, in Deed Book 45776, Page 379, *et seq*., Fulton County, Georgia records (hereinafter, as may be further amended, the “Town Center Declaration”);

**WHEREAS**, the Bylaws of The Glenwood Park Pool Community were attached to and recorded with the Town Center Declaration as Exhibit “B” (hereinafter, as may be further amended, the “Bylaws”);

**WHEREAS**, The Glenwood Park Pool Community Association, Inc. is the “Association” as said term is used and defined in the Town Center Declaration and Bylaws; and

**WHEREAS,** the Association was established to own, govern and operate the first floor Commercial Unit in the Pool Building located within the Glenwood Park development (“Glenwood Park Development”);

**WHEREAS**, pursuant to the Bylaws, the Association consists of both Resident Members, who a Lot within the Glenwood Park Development, and Non-Resident Members, who do not own a Lot within the Glenwood Park Development; and

**WHEREAS**, the membership believes it to be in the best interest of the Association to tie memberships of Resident Members to such members’ Lot within the Glenwood Park Development, so that their “Resident Membership” would be appurtenant to and pass with the ownership interest of such Owner’s Lot to their successors in title and assigns;

**WHEREAS**, Article VII, Section 6 of the Bylaws provides that the Bylaws may be amended by the affirmative vote, written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total eligible vote of the Association and the consent of the initial Board, so long as the initial Board remains in office; and

**WHEREAS**, members holding at least two thirds (2/3) of the total eligible Association vote have agreed by written consent to amend the Bylaws, as evidenced by the Certification of Approval attached hereto as Exhibit “A” and by this reference made a part hereof; and

**WHEREAS**, the consent of the initial Board is unnecessary, since the initial Board no longer remains in office.

**NOW THEREFORE**, the Bylaws are hereby amended as follows:

1. Article II, Section 1 of the Bylaws is hereby amended by deleting said Section 1 in its entirety, and substituting therefor a new Section 1, which shall read as follows:

“Section 1. Membership. A person may be admitted to membership upon application and approval, and payment of the charges and fees prescribed by these Bylaws and the Association’s rules and regulations. The Association shall have one (1) class of membership and members shall consist of those persons having membership rights in accordance with the provisions of these Bylaws as more fully set forth below. Membership benefits shall apply to all individuals comprising the household of and reside with the Member, unless otherwise established by resolution of the Board.”

1. Article II, Section 2 of the Bylaws is hereby amended by deleting said Section 2 in its entirety, and substituting therefor a new Section 2, which shall read as follows:

“Section 2. Qualifications for Membership. The membership shall consist of two (2) types: Resident Memberships and Non-Resident Memberships. Resident Memberships are available to individuals who own Lots within Glenwood Park and whose Resident Membership shall be appurtenant to and shall pass with the ownership interest of their Lot (“Resident Member”). Non-Resident Memberships are available to individuals who do not own Lots within Glenwood Park and whose Non-Resident Membership may be transferred or terminated pursuant to provisions set forth hereinbelow. The total number of Members, as well as each type of Membership, may be limited by resolution of the Board.”

1. Article II, Section 3 of the Bylaws is hereby amended by adding to the end of said Section 3 the following paragraph:

“Notwithstanding any of the above, the foregoing duration provisions set forth in this Section 3 shall not apply to any individual who requests and is issued a Resident Membership by the Association after the date this Amendment is recorded in the Fulton County, Georgia land records (the “**Effective Date**”). Instead, all Resident Memberships issued after the Effective Date shall be appurtenant and automatically pass to the successor in title and assign of such Resident Member’s Lot within Glenwood Park. As a condition of membership, all Resident Members must execute and cause to be recorded the Joinder and Consent to Bylaws of The Glenwood Park Pool Community Association, Inc., attached hereto as Exhibit “B”, and made a part hereof by this reference (the “Joinder and Consent”).

By execution of said Joinder and Consent, the Resident Member acknowledges and agrees that said Member’s Lot within Glenwood Park shall be owned, held, transferred, sold, conveyed, and otherwise encumbered subject to all of the terms, provisions, easements, restrictions, covenants and conditions contained in these Bylaws, all of which shall run with the title to said Lot and shall be binding upon all persons now or hereafter having any right, title or interest in said Lot and their heirs, successors, successors in title and assigns, who shall automatically be Resident Members of the Association.

Any Resident Member who obtained a Resident Membership prior to the Effective Date may, but shall not be obligated to, execute the Joinder and Consent to cause said Resident Membership to automatically pass to the successor in title and assign of such Resident Member’s Lot within Glenwood Park.

The Board shall be authorized to adopt rules and regulations with respect to use of Memberships, including, without limitation, to address situations where a Lot is owned by a legal entity (i.e. corporation, company, trust, etc.), or in the event a current member purchases a Lot with an automatic Resident Membership.

4. Article II, Section 10 of the Bylaws is hereby amended by adding to the end of said Section 10 the following paragraph:

“Notwithstanding the above, the foregoing “termination” provisions set forth in this Section 10 shall not apply to any Resident Membership, where the Resident Member has executed the Joinder and Consent. Instead, such Resident Membership shall never terminate, but shall, instead, upon the sale, transfer or conveyance of the Resident Member’s Lot within Glenwood Park, automatically transfer to the successor in title or assign.”

5. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Amendment are declared to be severable.

6. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration or Bylaws of the Association, the terms of this Amendment shall control. All capitalized words used in this Amendment and not defined in this Amendment shall have the meanings ascribed to such words in the Declaration and/or Bylaws. Except as amended herein, the terms and provisions in the Bylaws shall remain in full force and effect. This Amendment shall be effective upon its filing for record in the public records of Fulton County, Georgia and shall be binding upon and inure to the benefit of all members of the Association.

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

**THE GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC.,**

a Georgia nonprofit corporation

By:

Print Name:

Print Title: President President

Attest:

Print Name:

Print Title: Secretary

[Corporate Seal]

Signed, sealed and delivered in

the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[Notary Seal]

**EXHIBIT “A”**

**Certification of Approval**

The undersigned, being the President and Secretary of The Glenwood Park Pool Community Association, Inc., hereby swear under oath that the foregoing Amendment to the Bylaws was approved by members holding at least two thirds (2/3) of the total eligible Association vote.

Sworn to and subscribed before me By:

this \_\_\_ day of \_\_\_\_\_\_\_\_, 202\_\_. Print Name:

Print Title: President

Attest:

Witness Print Name:

Print Title: Secretary

Notary Public

My Commission Expires:

[NOTARY SEAL]

**EXHIBIT “B”**

Return after recording to: CROSS REFERENCE: Deed Book:

Clarence K. Lau Page: (Bylaws)

Winter Capriola Zenner, LLC Deed Book:

3490 Piedmont Road, N.E. Page: (Deed)

Suite 800

Atlanta, Georgia 30305

**JOINDER AND CONSENT TO BYLAWS OF**

**THE GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC.**

The undersigned, being the owner of all that tract or parcel of land lying and being in as per plat recorded in Plat Book , Pages , Fulton County, Georgia records, within the Glenwood Park development, located at the following address: ,

hereby joins in and consents to the terms and conditions of the Bylaws of The Glenwood Park Pool Community Association, Inc, filed in the Office of the Clerk of the Superior Court of Fulton County, on , in Deed Book , Page *et seq*, as amended and/or supplemented (the “Bylaws”) and acknowledges and agrees that said Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged and otherwise encumbered subject to all of the terms, provisions, restrictions, covenants and conditions contained in the Bylaws, all of which shall run with the title to said Lot and shall be binding upon all persons now or hereafter having any right, title or interest in said Lot and their heirs, successors, successors in title and assigns.

Dated this day of , 20 .

Sworn to and subscribed before me

this \_\_\_ day of \_\_\_\_\_\_\_\_, 202\_\_. Print Name:

Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]