

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 47375  
Page 168

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING  
AUTUMN CHACE**

**WHEREAS**, on November 21, 2008, that certain Amended and Restated Declaration of Conditions, Covenants, Restrictions and Easements regarding Autumn Chace was recorded in Deed Book 47375, Page 168, *et seq.*, Fulton County, Georgia records (hereinafter referred to as "Declaration"); and

**WHEREAS**, Paragraph 17(a) of the Declaration provides that the Declaration may be amended with the approval of Owners holding two-thirds (2/3's) of the total Association vote; and

**WHEREAS**, members of the Association holding at least two-thirds (2/3's) of the total Association vote have approved this First Amendment; and

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

**Paragraph 12 of the Declaration is amended by deleting the entirety of such and substituting the following in its place:**

**12. INSURANCE**

**A. Hazard Insurance on Common Property and Lots**

The Board of Directors shall obtain a property insurance policy affording fire and extended coverage for buildings and structures within the Community as described below. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and civil commotion. Alternatively, as to fire and extended coverage insurance, the Board may, in its sole discretion and if available at a reasonable cost, purchase "all-risk" coverage in like amounts. The Board may also, in its sole discretion, if reasonably available, obtain coverage for water damage from pipe leaks, pipe bursts, and similar items, under such terms and deductible amounts as the Board determines are appropriate.

The insurance required by this paragraph shall cover the following items with respect to the Community and each Lot regardless of who is responsible for maintaining the item under this Declaration:

1. Elements original to the Community: such as the pool and pool house; and, at the sole discretion of the Board, when reasonably available, other structures and elements on or part of Common Property.

2. Elements original to the Lots: buildings, carports, their foundations, roofs, roof structures, fencing, decks and patios, exterior and shared walls including windows and doors and the framing therefore.
3. The following elements within the Lots: floors and subfloors; walls and ceilings, including the sheetrock and plaster board comprising the walls and ceiling of the Lot, moldings, and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; the HVAC system servicing the Lot and appliances used for cooking, ventilation and dishwashing.

This insurance shall be in an amount sufficient to cover the full cost to (1) replace the elements above to the type and quality initially installed by the original builder, or the replacement thereof with like kind and quality in accordance with the original plans and specifications and (2) replace improvements made by the Association to Lots and insured structures/elements on or part of Common Property.

Notwithstanding the above, the Association's insurance policy shall not cover betterments and improvements made by any Owner to the Lot or to any of the covered elements above.

**B. Association Liability Insurance**

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a combined single limit of at least \$1,000,000.00.

**C. Directors' and Officers' Liability Insurance**

The Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least \$1,000,000.00.

**D. Fidelity Insurance**

The Board shall obtain a fidelity bond or dishonesty insurance on Directors, Officers, Employees and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the fidelity bond or dishonesty insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the bond or policy. The bond or policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30 days prior written notice to the Association.

**E. Additional Association Insurance**

The Board may obtain such additional insurance as it deems appropriate.

**F. Premiums and Deductibles on Association Policies**

Premiums for all Association insurance shall be a Common Expense. The policies may contain deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable improvements.

**G. General Insurance Provisions**

In addition to any other terms the Board deems appropriate, all Association insurance shall be governed by the following provisions:

- (1) All policies shall be written with a company licensed to do business in Georgia;
- (2) All policies on the Common Property shall be in the name of the Association for the benefit of itself and its members;
- (3) The Board shall have exclusive authority to adjust losses under all Association insurance policies
- (4) The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees; and
- (5) All hazard insurance policies shall have an inflation guard endorsement, code upgrade feature and an agreed amount endorsement if reasonably available.

**H. Individual Lot Owner Insurance**

Owners shall obtain additional coverage at his or her own expense to cover the Owner's and any Occupant's personal property, betterments and improvements in the Lot, and the maximum sum chargeable to the Owner as a deductible hereunder on any insurance policy maintained by the Association. If the Owner fails to do so, he or she does so at his or her own risk. Each Owner has an obligation to ensure that he or she maintains adequate coverage to cover all damage which is not covered by the Association's insurance.

**I. Insurance Deductibles**

In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Person(s) who would be responsible for such loss in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Property, the cost of the deductible may be apportioned and assessed

equitably by the Board among the parties suffering loss in accordance with the total cost of repair, or otherwise as the Board reasonably determines equitable, unless the insurance policy provides that the deductible will apply to each Lot separately. If any Owner fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraphs 5(B) and 6 hereof.

**J. Payment of Claims to Delinquent Owners**

Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 6 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

**IN WITNESS WHEREOF**, the undersigned officers of Autumn Chace Homeowner's Association, Inc. hereby certify that the above Amendment was duly adopted by the Association and its membership and any notices required were properly given.

Sworn to before me this  
May day of 22, 2015.

Gelina Bruland  
Witness

[Signature]  
By: **Sya Bonukhov**  
**NOTARY PUBLIC**  
Fulton County, GEORGIA  
My Commission Expires April 27, 2018  
Notary Public

[Notary Seal]

**ASSOCIATION:**  
AUTUMN CHACE HOMEOWNER'S  
ASSOCIATION, INC.

By: Mary C. Susan Cowley (Seal)  
President

Attest: [Signature] (Seal)  
Secretary

[Corporate Seal]