

Deed Book 14878 Pg 1187
Filed and Recorded Sep-12-2011 03:44pm
2011-0115416

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Leasing Restrictions

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UPON RECORDING RETURN TO:
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CROSS REFERENCE: Deed Book: 13549
Page: 2061

10/28
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR ALLATOONA SPRINGS

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR ALLATOONA SPRINGS (hereinafter referred to as
"Second Amendment") is made this 9th day of September, 2011 by **ALLATOONA SPRINGS
HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred
to as "Association").

WITNESSETH

WHEREAS, Venture Homes, Inc., a Georgia corporation, as "Declarant", executed that
certain Declaration of Covenants, Restrictions and Easements for Allatoona Springs, which was
recorded June 14, 2002 at Deed Book 13549, Page 2061, *et seq.*, Cobb County, Georgia records; as
amended by that certain First Amendment to the Declaration of Covenants, Restrictions and
Easements for Allatoona Springs, recorded September 6, 2011 at Deed Book 14876, Page 4425, *et
seq.*, aforesaid records, which submitted the community to the provisions of the Georgia Property
Owners' Association Act (O.C.G.A. Section 44-3-220, *et seq.*) (hereinafter as supplemented and/or
amended from time to time collectively referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia
Nonprofit Corporation Code to be the Association named in the Declaration to have the power
and authority set forth therein; and

WHEREAS, pursuant to Article 9, Section 9.3 of the Declaration, amendments to the
Declaration shall be proposed and adopted in the following manner: (a) notice of the subject

matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association; and (b) at such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or Members of the Association and such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee; and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant; and

WHEREAS, Article 12, Section 12.6 of the Declaration provides that as long as the Declarant has the option to unilaterally subject property to this Declaration, any material amendment to the Declaration shall require the approval of the Department of Housing and Urban Development and/or the Veterans Administration; and

WHEREAS, the Board has proposed a resolution to the Members regarding the foregoing Second Amendment; and

WHEREAS, pursuant to Section 14-3-708 of the Georgia Nonprofit Corporation Code, any action that may be taken at an annual, regular or special meeting of members may be taken without a meeting if the corporation delivers a written ballot to every member entitled to vote on the matter and such action is approved by the requisite number of members of the corporation required by law for such action to be taken; and

WHEREAS, Members holding at least two-thirds (2/3) of the total votes in the Association agreed by written ballot to amend the Declaration as hereinafter provided, which written ballots are incorporated by reference; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states unequivocally that the vote of Members holding at least two-thirds (2/3) of the total votes in the Association was lawfully obtained and that all notices required by the Declaration, By-Laws, Articles of Incorporation and Georgia law were given; and

WHEREAS, attached hereto as Exhibit "B" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that the vote of Members holding at least two-thirds (2/3) of the total votes in the Association was lawfully obtained and that all notices required by the Declaration, By-Laws, Articles of Incorporation and Georgia law were given; and

WHEREAS, this Second Amendment does not materially and adversely affect the security title and interest of any mortgagee; provided, however, in the event a court of competent jurisdiction determines that this Second Amendment does materially and adversely affect the security title and interest of any mortgagee without such mortgage holder's consent in writing to this Second Amendment, then this Second Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Second Amendment; and if

such consent is not forthcoming, then the provisions of the Declaration prior to this Second Amendment shall control with respect to the affected mortgage holder; and

WHEREAS, Declarant no longer has the right to appoint and remove the officers and directors of the Association and no longer has the right to unilaterally annex additional property to the provisions of the Declaration; and

WHEREAS, the Association and the Members thereof desire to amend the Declaration as set forth herein and intend for this Second Amendment to be prospective only;

NOW THEREFORE, the undersigned hereby adopt this Second Amendment to the Declaration of Covenants, Restrictions and Easements for Allatoona Springs, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article 6, Section 6.7 of the Declaration, entitled "Leases," in its entirety and replacing it with a new Article 6, Section 6.7, entitled "Leasing Restrictions," to read as follows:

6.7. Leasing Restrictions. In order to protect the equity of the individual Members, to carry out the purpose for which the Association was formed by preserving the character of the community as a homogenous residential community of predominantly owner-occupied homes and by preventing the community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section.

No Owner may lease his or her Lot unless: (1) the Lot is a Grandfathered Lot, as defined herein; (2) the Owner has received a leasing permit, in writing, from the Board of Directors; or (3) the Owner has received a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below.

Any Lot which is not a Grandfathered Lot may be leased only if the Owner has applied for and received from the Board of Directors a leasing permit or a hardship leasing permit. A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth in this Section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Lot and shall not be transferrable between Lots or to subsequent Owners.

(a) Definitions.

(i) Effective Date means the date this Second Amendment is recorded in the Cobb County, Georgia land records.

(ii) Grandfathered Lot means any Lot being leased as of the Effective Date. Grandfathered Lots may continue to be leased until title to said Lot is conveyed to any person or entity other than the person or entity holding record title as of the Effective Date, provided the tenant complies with all regulations pertaining to the use of the Lot set forth in the Declaration and any amendments thereto, the By-Laws or any rules and regulations of the Association. All Owners of Grandfathered Lots shall file a copy of the lease agreement in effect with the Board within thirty (30) days of the Effective Date.

(iii) Leasing means the regular, exclusive occupancy of a Lot by any person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (1) occupancy of the Lot by a parent, child or spouse of an Owner; (2) occupancy of the Lot by a roommate of an Owner-Occupant; (3) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian, or (4) occupancy by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(b) Leasing Permits. The Board of Directors shall approve an Owner's application for a leasing permit if the number of leased Lots, including Grandfathered Lot, is less than ten percent (10%) of the total number of Lots in the community.

If the total number of leased Lots, including Grandfathered Lots, is ten percent (10%) or more, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below ten percent (10%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When the number of leased Lots falls below ten percent (10%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (1) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for ninety (90) consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner.

(c) Hardship Leasing Permits. If an Owner must lease his or her Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors, which include, but are not limited to: (1) the nature, degree and likely duration of the hardship; (2) the harm, if any, which will result to the community if the hardship leasing permit is approved; (3) the number of hardship leasing permits which have been issued to other Owners; (4) the Owner's role in causing the hardship or ability to cure the hardship; and (5) whether previous hardship leasing permits have been issued to the Owner.

A hardship hereunder shall include, but not be limited to, the following situations: (1) an Owner dies and the Lot is being administered by his or her estate; (2) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after making reasonable efforts to do so; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan Atlanta area and intends to return to reside in the Lot within one year.

Hardship leasing permits shall be valid for a term not to exceed one year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein.

If a Lot is leased or occupied in violation of this Section, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, and to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) or Occupant(s).

(d) Leasing Provisions. Leasing authorized under this Section shall be governed by the following provisions:

(i) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Lot, the phone number of the lessee, the Owner's address and telephone number other than at the Lot and such other such information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the

lessee with copies of the Declaration, By-Laws, and the rules and regulations and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, By-Laws, and the Association's rules and regulations.

(iii) Compliance; Liability for Assessments. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, By-Laws and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, By-Laws or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, By-Laws or rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the Occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the Occupant(s). In the event the Association proceeds to evict the lessee and/or the Occupant(s) of a Lot, any costs, including attorney's fees and court costs, associated with the

eviction shall be an assessment and lien against the Lot and any leasing permit granted herein shall automatically be revoked.

(B) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(C) Right to Use Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(e) Exemptions. This Section shall not apply to any leasing transaction entered into by the Association or an institutional holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such first mortgage.

2.

Unless otherwise defined herein, the words used in this Second Amendment shall have the same meaning as set forth in the Declaration.

3.

This Second Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and shall be enforceable against the current Owner of any Lot subject to the Declaration.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

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

ASSOCIATION: ALLATOONA SPRINGS
HOMEOWNERS ASSOCIATION, INC.,
a Georgia nonprofit corporation

By: Muriel M. McCord
Print Name: Muriel M. McCord
President

Attest: Daniel Ohmann
Print Name: Daniel Ohmann
Secretary

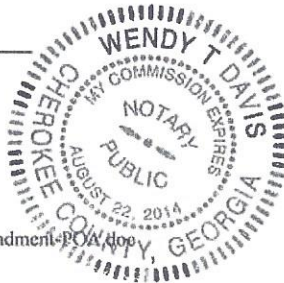
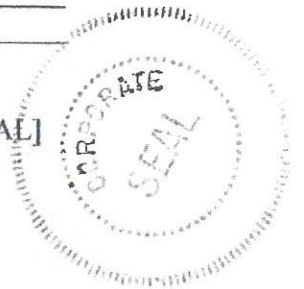
Signed, sealed and delivered
in the presence of

Licki McClellan
Witness

Wendy T. Davis
Notary Public

[AFFIX NOTARY SEAL]

[AFFIX CORPORATE SEAL]



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EXHIBIT "A"

Sworn Statement of President of
Allatoona Springs Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Allatoona Springs 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 Allatoona Springs 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 Second Amendment to the Declaration of Covenants, Restrictions and Easements for Allatoona Springs was approved by Members holding at least two-thirds (2/3) of the total votes in the Association.
4. All notices required by the Declaration, By-Laws, Articles of Incorporation and Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226 and Article 9, Section 9.3 of the Declaration.

This the 26 day of Aug., 2011.

By:
Name:

Muri M. McCoy
Muri M. McCoy

Sworn to and Subscribed

before me this 26 day of Aug., 2011.

Wendy T. Davis
Notary Public

[AFFIX NOTARY SEAL]

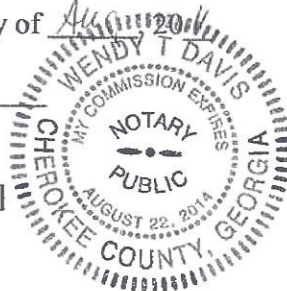


EXHIBIT "B"

Sworn Statement of Secretary of
Allatoona Springs Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Allatoona Springs 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 Allatoona Springs 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 Second Amendment to the Declaration of Covenants, Restrictions and Easements for Allatoona Springs was approved by Members holding at least two-thirds (2/3) of the total votes in the Association.
4. All notices required by the Declaration, By-Laws, Articles of Incorporation and Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226 and Article 9, Section 9.3 of the Declaration.

This the 26 day of Aug, 2011.

By:
Name:

Daniel Ohmann
Daniel Ohmann

Sworn to and Subscribed
before me this 26 day of Aug, 2011.

Wendy T. Davis
Notary Public

[AFFIX NOTARY SEAL]

