

Record and Return to:  
LIPSHUTZ, GREENBLATT & KING  
2400 Harris Tower, Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
(404) 688-2300

Reference:  
Deed Book \_\_\_\_\_, Page \_\_\_\_  
Cobb County, Georgia records

STATE OF GEORGIA  
COUNTY OF COBB

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS  
AND PERMANENT MEMBERSHIP FOR CHADDS FORD**

This Amendment is made and entered into by Chadds Ford Homeowners Association, Inc. (the "Association").

WHEREAS, the Declaration of Protective Covenants and Permanent Membership for Chadds Ford Homeowners Association, Inc. (the "Declaration") was recorded on November 8, 2000, in Deed Book 13306, Page 5998, et seq., Cobb County, Georgia records; and was submitted to the Property Owners Act at that time; and

WHEREAS, the Association desires to amend certain provisions of the Declaration; and

WHEREAS, pursuant to Paragraph 13 of the Declaration and O.C.G.A. § 44-3-226, the Declaration may be amended by the agreement of Lot Owners to which two-thirds (2/3) of the votes in the Association pertain; and

WHEREAS, the sworn statement of the President of the Association is attached hereto,

which states unequivocally that the agreement of the required majority of the members of the Association was lawfully obtained, along with the Consents of the members;

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 11.A is to be added and inserted between Paragraph 11 and Paragraph 12 to read as follows:

11.A Leasing of Lots.

In order to protect the equity of the individual Lot Owners, to carry out the purpose for which the development was formed by preserving the character of the development as a homogeneous residential community of predominantly owner-occupied homes, by preventing the development from assuming the character of a rental 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 Paragraph 11.A. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations in order to enforce this Paragraph, including the right to impose fines constituting a lien upon the Lot sold or leased.

(a) Definitions. “Leasing” shall mean the regular, exclusive occupancy of a Lot by any person(s) other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. “Occupant” shall mean any person occupying all or any portion of a Lot for any period of time, regardless of whether such person is a tenant or the Owner of such Lot. For purposes hereof, the lease by a Lot Owner to a roommate while the Lot Owner continues to reside at the Lot shall not require designation as open leasing status. Except as provided herein, the leasing of Lots shall be prohibited.

(b) First Year of Ownership. Notwithstanding the provisions of Subsection (c) and notwithstanding the fact that less than eight (8%) percent of the Lots in the Subdivision may be leased at the particular time, no Lot Owner may lease the Owner’s Lot during the first year of record ownership of the Lot, and such Lot Owner shall be considered in Restricted Leasing Status, regardless of the total number of Lots leased, for the duration of such first year of record ownership. For purposes of this paragraph, if an Owner’s deed is recorded within thirty (30) days of the date shown on the deed, “the first year of record ownership” shall be deemed to start on the date of transfer stated on the deed, rather than the date of the recording of the deed.

(c) Leasing Status. “Open Leasing Status” shall authorize a Lot to be leased at any time, subject to the conditions and restrictions set forth in this Paragraph. Every Lot which is leased on the effective date of this Amended Declaration shall be in Open Leasing Status so long as the Owner complies with the other provisions of this Article; provided, however, that the

Owner must comply with the notification requirements of Section 11.A to retain Open Leasing Status. Open Leasing Status may also be conferred upon a Lot by the Board of Directors as provided in Paragraphs 11.A(d)(iii) and 11.A(e) below. "Restricted Leasing Status" shall subject a Lot to the restrictions on leasing contained in Paragraph 11.A(d)(ii) below. All Lots not conferred Open Leasing Status by this Paragraph or by the Board of Directors as provided herein shall be in Restricted Leasing Status. Additionally, any Lot in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Lot, for which a lease was submitted and approved by the Board, fails to be leased within 90 consecutive days.

(d) Leasing Provisions. Leasing which is authorized shall be governed by the following provisions:

(i) The right of any Lot Owner to sell, transfer, or convey fee title to the Lot owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(ii) No Owner of a Lot in Restricted Leasing Status may lease his or her Lot if eight (8%) percent or more of the total number of Lots in the Subdivision are being leased as provided in this Article.

(iii) Leasing Approval. Any Lot Owner desiring to lease his or her Lot may apply in writing for Open Leasing Status from the Board of Directors to confirm that such Lot is in Open Leasing Status or to convert to Open Leasing Status and otherwise qualifies for leasing, indicating the date the proposed lease will begin and the term of the lease. The Board of Directors shall confer Open Leasing Status on the Lot if less than eight (8%) percent of the Lots have been conferred Open Leasing Status and if less than eight (8%) percent of the Lots are leased at the time of the approval. The Owner shall be notified within fourteen (14) days of application as to whether Open Leasing Status has been conferred on the Lot. If the Lot is not granted Open Leasing Status, the Board shall deny the request for leasing of the Lot and place the Lot at the end of a waiting list. At such times as less than eight (8%) percent of the total number of Lots subject to the Declaration are in Open Leasing Status, the Board shall notify the Owner of the Lot at the top of the waiting list of conversion of the Lot to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Lot or it shall automatically revert back to Restricted Leasing Status and be placed at the end of the waiting list.

(iv) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board or its designated agent with a copy of the lease and the name of the lessee and all other persons authorized to occupy the Lot.

(v) General. No Lot Owner may lease less than his entire Lot, and no lease shall be for a term less than twelve (12) months. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. No transient tenants may be accommodated in any Lot. Any lease shall be expressly subject to the provisions of the Governing Documents, and each Lot Owner agrees that if such language is not

expressly contained in the lease, then such language shall be incorporated into the lease by the existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of such language into the lease. The Lot Owner must provide the lessee with copies of the Declaration, By-Laws and any rules and regulations adopted pursuant thereto, and the lease form shall provide that the Owner has provided these documents to the lessee. With respect to the Lot Owner's responsibilities to the Association and other Lot Owners, any actions taken by such Lot Owner's lessee or any employee, invitee, family member, or guest of such lessee shall be deemed to have been taken by such Lot Owner.

(vi) Violations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted thereto, and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Lot to comply with the governing documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lots are fully liable and may be sanctioned for any such violation. In the event of any failure by the lessee to comply with the terms of the Governing Documents, the Board shall have the right to levy a charge or fine against the lessee for such non-compliance. In the event that the lessee, or any employee, invitee, family member, guest, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of such violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with Article V, Section 4 of the Bylaws. If such charge or fine is not paid by the lessee within thirty (30) days of the written notice of the charge or fine, the Board shall have the right to levy the charge or fine against the Lot Owner after notice from the Association of the lessee's failure to pay the fine. Any unpaid charges or fines shall be collected in the same manner as other assessments as provided in Paragraph 6 and shall constitute a lien upon the Lot as provided in Paragraph 6(b) until paid.

(vii) Use of Common Areas. The Lot Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Lot Owner has to use the Common Areas and other amenities.

(e) Exceptions; Grandfather Provisions . The restrictions contained in Paragraph 11.A(d) (ii) shall not be applicable to those Lot Owners who are leasing their Lots as of the effective date of this Paragraph 11.A(e) (the "Grandfathered Lots"), and such Owners may continue to lease their Lots provided that (1) the tenant complies with all other covenants, restrictions and regulations contained in the Governing Documents and (2) the Lot is rented pursuant to a lease or rental agreement which provides that it is subject, in all respects, to the provisions of the Governing Documents. No transient tenants shall be permitted. Every Owner of a Grandfathered Lot shall file with the Board within thirty (30) days of the effective date of this Paragraph 11.A a copy of the lease agreement in effect at that time and all future leases entered into with respect to the Grandfathered Lot. Upon the sale or transfer of all ownership interest in a Grandfathered Lot by the record title holder as of the effective date of this Paragraph, such Grandfathered Lot shall cease to be exempt from the provisions and restrictions contained in Paragraph 11.A(c) hereof and shall automatically be converted to Restricted Leasing Status at the conclusion of the lease. If a buyer purchases a Lot that was

leased or in open leasing status at the time of the sale, then the first year of ownership will begin upon the automatic termination of the lease or termination of the open leasing status, whichever occurs first. Any of the foregoing provisions of this Article which may be construed to the contrary notwithstanding, the lease by a first priority mortgagee or secondary purchase money mortgagee (provided that neither the grantee, nor any successor grantee on any such secondary purchase money mortgage was the seller of the Lot) who becomes the Owner of a Lot at a judicial or foreclosure sale conducted with respect to the mortgage on such Lot or as transferee pursuant to any proceeding in lieu thereof, so long as such Lot is owned by such person, shall not be subject to the provisions of Paragraph 11.A(c) except that the occupancy of any Lot by any lessee of such person shall be otherwise subject to the provisions of the Governing Documents.

(f) Undue Hardship . Notwithstanding the provisions above, the Board shall be authorized, but not obligated, to allow reasonable leasing of a Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations: (1) a Lot Owner must relocate his residence outside the greater Atlanta metropolitan area and cannot, within twelve (12) months from the date the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Lot Owner dies and the Lot is being administered by his or her estate; or (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case, the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this Section and have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite written Board approval, may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, the term of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Section shall be voidable at the Board's option.

(g) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge 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 and special assessments and other charges payable during and prior to the term of the lease 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'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's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 6 herein as if lessee were an Owner. The above provisions 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.

2.

Paragraph 11.B is to be added between Paragraph 11.A and Paragraph 12 and shall read as follows:

11.B Use of Lots and Restrictions .

To assure a community of congenial Owners and thus protect the value of the Lots, the Common Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Paragraph 11.B and in the published rules, regulations and standards of the Association. Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and occupants comply with all provisions of the Governing Documents and the rules, regulations and standards of the Association. In addition to any rights the Association may have against the Owner's family, guests, tenants, or occupants, as a result of such person's violation of the Governing Documents or the rules, regulations, or standards the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

(a) Use of Lots. Each Lot shall be restricted exclusively to single-family residential use, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, except that the Owner or Occupant residing in a Lot may maintain a professional office and/or conduct ancillary business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Lot, except for such signage as allowed under Section 11.B(g); (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in a greater volume than would normally be expected for guest visitation to a residential Lot without business activity; (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential Lots in the Property without business activity; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in the Board's sole discretion; and (g) the business activity does not result in a materially greater use of Common Property or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this

subparagraph.

If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board of Directors the name(s) of the person(s) who are authorized to occupy the Lot. The designated person(s) to occupy the Lot may not be changed more frequently than once every six (6) months.

(b) Nuisances and Prohibited Activities . In addition to the provisions in 11(d), which relates to the Common Property, no noxious or offensive trade or activity shall be carried on at or within any Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Each Lot Owner, his family, visitors, invitees, guests, servants and agents shall refrain from any act or use of his Lot or the Common Property which could result in the cancellation of insurance on any Lot or any portion of the Common Property, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, horns, whistles, bells sirens, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

(b) Unsightly or Unsanitary Conditions . No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. The accumulation or storage of litter, lumber, scrap metals, bulk materials, waste, or new or used building materials shall only be permitted in any Lot if it cannot be seen from the street or front of the house. Any Lot Owner, or his family, servants, agents, invitees, or guests who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of \$25.00, whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Lot Owner is subject.

(c) Trash, Garbage and Recycling Containers . Trash, garbage and recycling containers shall not be permitted to remain in public view except on the days of or the evening before trash collection and recycling collection. Garbage, trash and other refuse shall be placed in covered containers specially designed for such purpose.

(d) Pets . No animal, bird or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. All dogs shall be on a leash and under the physical control of a responsible person at all times while outside the boundaries of the Lot where the

animal resides. Feces left on any portion of the Property other than the Lot where the animal resides by any household pet must be removed by the owner of the pet or the person responsible for the pet. Pets shall be registered, licensed and inoculated as may, from time to time, be required by law. The Board of Directors shall have the authority to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(e) Motor Vehicles and Parking . Boats, campers, motor homes, trailers, and other similar vehicles may remain parked on the property only for a maximum of seven (7) days in preparation of travel use, unless written consent from the Board has been received allowing for additional time. Such vehicles may also be stored at the Lot , but must be stored in rear of house with a natural screening of shrubs and trees provided by the homeowner.

In amplification of provisions elsewhere set forth in this Declaration, the Board of Directors shall have the power and authority to establish reasonable rules and regulations governing the parking of vehicles on the Property. Vehicles shall not be parked on the street for an extended period of time or on a regular basis. Further, vehicles shall never be parked on any lawn or sidewalk.

Abandoned and disabled vehicles are prohibited from being parked on the Property. Provided that all applicable provisions of state law and local ordinances are complied with, and provided that the offending vehicle is posted with a notice of possible future towing at the time of the initial parking violation by the vehicle, the Board shall have the express authority to tow vehicles from the Property if found to be in violation of said rules and regulations. If a vehicle is towed due to violation of this Declaration or the rules and regulations adopted by the Board, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. For purposes of this Paragraph, "abandoned vehicle" shall mean a vehicle that is both (a) obviously inoperable or does not have a current operating license and (b) remains parked for fourteen (14) days.

(i) Common Property . No Owner shall make any private or exclusive or proprietary use of any of the Common Property except with the specific approval of the Board of Directors or its designated agent, and then only on a temporary basis. No Owner shall engage or direct any employee of the Association to do any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association other than the Officers and Directors and their designated agents. There shall be no obstruction of the Common Property, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Property without the prior written consent of the Board of Directors.

(k) Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Property, no window-mounted heating or air conditioning units or other item shall be attached to, hung or used on the exterior of any window or door of a Lot or on the front of any building that is facing the street. Locating such units on the side or rear of the Lot is permitted. Outside clotheslines or other outside facilities for the drying or airing of clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the



Property. Additionally, no clothing, rugs, or any other item shall be hung on any railing enclosing any stoop, landing, porch, patio, balcony or deck that would be visible from the street. The exteriors of all buildings, playground equipment or other items installed on a Lot that is visible from the street, must be maintained and kept clean, painted and rust-free. Homes and outbuildings must be painted or pressure washed as needed, and broken windows, shutters, screen and storm doors must be replaced or repaired when broken. Yards must be maintained with grass cut, bushes and shrubs trimmed, and mulch or pine straw spread as needed.

(1) Fences. No metal fences shall be installed in front of the front building line.

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(1) Governmental Regulations. All governmental building codes, health regulations, zoning restrictions, and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Except as expressly amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Chadds Ford Homeowners Association, Inc. hereby certify that the above Amendments to the Declaration were duly adopted by the required majority of the Association and its membership.

Sworn to and subscribed to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CHADDS FORD HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_, President

[Affix notary seal and date of expiration  
of commission]

Attest: \_\_\_\_\_

\_\_\_\_\_, Secretary

[CORPORATE SEAL]

**AFFIDAVIT OF COMPLIANCE  
WITH AMENDMENT REQUIREMENTS**

STATE OF GEORGIA  
COUNTY OF COBB

The undersigned, \_\_\_\_\_, having first been duly sworn, states under oath as follows:

I am \_\_\_\_\_, and I am the duly elected and currently serving as President of Chadds Ford Homeowners Association, Inc.

The required agreement of sixty-six and two-thirds (66-2/3%) percent of the total votes in the Association was obtained, pursuant to Paragraph 13 of the Declaration, having received the consent of Homeowners to which sixty-six and two-thirds (66-2/3) of the votes in the Association pertain, to the adoption of the attached Amendment to the Declaration of Protective Covenants and Permanent Membership for Chadds Ford Homeowners Association, Inc. All notices required by the Declaration, and the By-laws were duly given.

The Amendment to the Declaration as adopted bears my signature as President, the attestation of the Corporate Secretary, and the seal of the Association.

Further, Affiant sayeth not.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_

Notary Public  
[Affix notary seal and date of expiration of  
commission]

\_\_\_\_\_  
Affiant's Signature

**CONSENT OF OWNER**

I hereby acknowledge that my home is presently subject to or upon subsequent sale will be subject to the covenants and restrictions as recorded in Declaration of Protective Covenants and Permanent Membership for Chadds Ford Homeowners Association, Inc. located at Deed Book 13306, Page 5998, and I consent to the Amendment to the Declaration attached hereto, which provides for leasing restrictions, maintenance obligations, and use restrictions.

Signed, sealed and delivered before me this  
\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[Affix notary seal and date of expiration of  
commission]

LOT OWNER 1:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

Signed, sealed and delivered before me this  
\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[Affix notary seal and date of expiration of  
commission]

LOT OWNER 2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

LOT ADDRESS:  
\_\_\_\_\_