

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 0898700085

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: David C. Boy, IV

Cross Reference:
Deed Book 2994, Page 299

STATE OF GEORGIA

COUNTY OF CHEROKEE

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK HILL ESTATES**

WHEREAS, on February 10, 1998, Sugarpine Partners, LLC a Georgia Limited Liability Company (hereafter referred to as "Declarant"), executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Oak Hill Estates, recorded on February 16, 1998 in Deed Book 2994, Page 299 of the Cherokee County, Georgia land records (the "Declaration");

WHEREAS, the Declaration was amended by that Amendment to the Declaration of Covenants, Conditions, Conditions, Restrictions and Easements for Oak Hill Estates recorded on August 10, 2020 at Deed Book 14512, Page 355 of the Cherokee County, Georgia land records;

WHEREAS, Oak Hill Estates Homeowners' Association, Inc. (hereinafter referred to as the "Association") is the homeowners association formed by the Declarant and operating at the Oak Hill subdivision, pursuant to the terms of the Declaration;

WHEREAS, pursuant to Article 10, Section 5 of the Declaration, after the initial term of twenty (20) years from the date the Declaration was recorded, the Declaration may be amended by an instrument signed by members of the Association then entitled to cast at least fifty-one percent (51%) of the votes of the Association;

WHEREAS, pursuant to Section 44-3-226 of the Georgia Property Owners' Association Act, the Declaration may be amended by the agreement of lot owners of lots to which two-thirds of the votes in the Association pertain, or such larger majority as the Declaration may specify;

WHEREAS, lot owners of lots to which two-thirds of the votes in the Association pertain have approved this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Oak Hill Estates (hereinafter referred to as the "Amendment");

NOW, THEREFORE, the Declaration is amended as follows:

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1.

Article 3, Section 8 of the Declaration is amended by striking the first sentence of Section 8, and replacing it with the following:

Owners or residents of a Lot shall not park any vehicle(s) on the streets of the Subdivision. Guests and visitors to a Lot may park vehicle(s) on the streets in the Subdivision for a period of less than twenty-four (24) hours.

2.

Article 3 of the Declaration is amended by adding the following as Section 26 thereto:

Section 26. Leasing.

In order to protect the equity of the individual Owners within the Oak Hill Estates Subdivision, to carry out the purpose for which the Subdivision was formed by preserving the character of the Subdivision as a residential property of predominantly owner-occupied homes, to prevent the Subdivision from assuming the character of a renter-occupied development, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Subdivision be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section. The Board of Directors of the Association may impose reasonable monetary fines to enforce the provisions of this Section.

(a) Prohibition. Except as provided herein, the leasing of Lots (which includes the homes on the Lots) is hereby prohibited.

(b) Definitions. "Leasing" is defined as the regular, exclusive occupancy of a Lot by any person(s) other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, domestic partner, child, or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as the Owner's primary dwelling.

(c) General. An Owner who desires to lease the Owner's Lot may do so only if the Owner has applied for and received from the Board of Directors a "Leasing Permit" or "Hardship Leasing Permit," as provided below in subsections (d) and (e), or the Owner is the Owner of a Grandfathered Lot, as provided below in subsection (k).

A "Leasing Permit" or "Hardship Leasing Permit," upon its issuance, will allow an Owner to lease his or her Lot in accordance with this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All permits shall be valid only as to a specific Lot Owner and shall not be transferable between either Lots or Lot Owners.

(d) Leasing Permits. In order to be qualified to apply for and obtain a Leasing Permit, each of the following three conditions must be satisfied as of the date the Owner requests a Leasing Permit:

(i) The Owner has occupied the home as the Owner's primary residence

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for a period of at least twelve (12) consecutive months. Such consecutive occupancy means the normal habitation of a home by a homeowner, including where the homeowner primarily keeps personal possessions (e.g., clothing and furniture) and where the homeowner returns from vacation. The purpose of this provision is to discourage the purchase of Lots for the purpose of renting the Lot as an investment property.

(ii) The Owner is not past due on any assessment or charge owed to the Association.

(iii) The Owner and/or Lot are not in violation of any provision of Declaration or rules and regulations of the Association.

A request for a Leasing Permit by an Owner who has satisfied the above three conditions shall be approved if no more than three (3) Lots are being leased at the time of the request, which three (3) Lots shall include Grandfathered Lots (as that term is set forth within subsection (k) below) that are actually being leased to tenants at the time of the request.

If three (3) Lots are being leased, as provided immediately above, then no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of Lots being leased falls below three (3). Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of Lots being leased falls below three (3). 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.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (i.e., a new Owner); (2) the failure of the Owner to lease the Lot within ninety (90) days of the Leasing Permit having been issued to the Owner; (3) the failure of the Owner to have the Lot leased for any consecutive ninety (90) day period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

(e) Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the sole authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner receives a Leasing Permit.

(f) Leasing Provisions. All leasing within the Subdivision shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other

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information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees.

(ii) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least twelve (12) months, except with written approval from the Board. The Lot Owner must provide the tenant copies of the Declaration, Association's bylaws, and Association rules and regulations.

(iii) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and 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 a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of "leasing" stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(1) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing a Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. 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 demand to pay assessments or other charges to the Association, lessee shall be obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(2) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation

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by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. The Owner shall cause all occupants of the Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses 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, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a 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 Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of 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 the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof; and the Owner shall not again lease the Owner's Lot to any person without the express written approval of the Board.

(3) Use of Common Area. 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 Area, including, but not limited to, the use of any and all recreational facilities and other amenities.

(g) Short Term Rentals. Short-term rentals, transient tenants, and any other services utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services), including the advertisement for such services, are expressly prohibited. Any such rental arrangements shall additionally be considered an impermissible business activity.

(h) Entity Owners. If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this subsection, the natural person must have a substantial relationship to the legal entity, including, by way of illustration and not limitation, being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twelve (12) months. If the entity Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, or gratuity from or on behalf of the designated person(s) occupying the Lot, then

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such arrangement shall be considered leasing, and the Owner shall be required to comply with the entirety of this Section. The express purpose of this subsection is to ensure that entity Owners do not utilize the designation of a natural person to occupy the Lot in order to circumvent the leasing restriction contained within this Section.

(i) Lawn Service. If, in the determination of the Board of Directors, a Lot is not being maintained in compliance with the Declaration, the Board can require the Owner to maintain a professional lawn service during the term of the lease or occupancy relationship. Prior to requiring mandatory lawn services to be engaged, the Board shall first provide the Owner ten (10) days notice of the Board's intention to implement the requirement, and provide the Owner with a single opportunity to restore and thereafter maintain the property in accordance with the Declaration. The professional lawn service company shall provide all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Lot, as is necessary to keep such lawn and landscaping maintained in a condition which meets the Declaration. The executed lawn service contract must be provided to the Association upon request.

(j) Leasing Administration Assessment. For any Lot that is leased after the date this Amendment is recorded in the Cherokee County, Georgia land records (the "Effective Date"), the Association shall have the authority to assess the Owner of the Lot a Leasing Administration Assessment. The Board may increase the amount of the Leasing Administration Assessment from time to time in the future, provided the amount shall not exceed one half (1/2) the amount of the annual assessment applicable to all Lots in effect for the current fiscal year. The Leasing Administration Assessment shall be due and payable on the date on which the lease is executed, and on each subsequent anniversary date thereof, for as long as leasing activity continues. Failure to pay the Leasing Administration Assessment within thirty (30) days of the leasing of the Lot shall constitute a violation of this Section.

(k) Applicability of this Section (Grandfathering of Owners Who Are Currently Leasing). Except as provided herein, the leasing restrictions within this Article shall not apply to any Owner who is an Owner of a Lot on the Effective Date if the Owner ("Grandfathered Owner") is leasing the Lot ("Grandfathered Lot") on such date as provided in the Act. The Grandfathered Owner may continue to lease the Grandfathered Lot in accordance with the terms of the Declaration as it existed prior to the Effective Date. Upon the conveyance of ownership of the Grandfathered Lot for value, all leasing restrictions of this Article shall apply and the Lot shall no longer be a Grandfathered Lot. The expressed purpose of this grandfathering provision is to allow Grandfathered Owners who own, and who are leasing, Grandfathered Lots as of the Effective Date to continue to lease their Grandfathered Lots without a Leasing Permit or Hardship Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Grandfathered Lots (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, provide a copy of a fully executed lease evidencing that the Grandfathered Owner's Lot was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, is not a Grandfathered Lot.

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3.

Article 3 of the Declaration is amended by adding the following as Section 27 thereto:

Section 27. Fines.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, the Association's bylaws, or any Association rules and regulations. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine, unless and until the Board has sent or delivered written notice to the Owner as provided in the Association's bylaws.

IN WITNESS WHEREOF, the undersigned officers of Oak Hill Estates Homeowners Association, Inc. unequivocally state that the agreement of the required majority was lawfully obtained and that all notices required by the Declaration and the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et. seq., were properly given.

Dated this 5th day of June, 2023.

OAK HILL ESTATES
HOMEOWNERS ASSOCIATION, INC.

Raymond Burchett
Signature of President
Print Name: Raymond Burchett

Sworn to and subscribed before me
this 5th day of June, 2023.

Witness: [Signature]
Kay Covey
Notary Public



Rebecca French
Signature of Secretary
Print Name: Rebecca French

Sworn to and subscribed before me
this 5th day of June, 2023.

Witness: [Signature]
Kay Covey
Notary Public

