

Participant ID: 8656985182

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Return to: Gaddis & Lanier, LLC
14 Eastbrook Bend, Suite 114
Peachtree City, Georgia 30326e
Attn: Ashley Miller Lanier

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 1367
Page 302

COUNTY OF FAYETTE

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SOUTH FORK**

WHEREAS, Thomas F. Young, III ("Declarant") recorded the Declaration of Protective Covenants, Conditions, Restrictions and Easements for South Fork on March 25, 1999, recorded in Deed Book 1367, Page 302; in the Fayette County, Georgia, land records (collectively hereinafter referred to as the "Declaration"); and

WHEREAS, Section 12.6 of the Declaration provides that the Declaration may be amended by the written consent, affirmative vote, or a combination thereof, of at least two-thirds (2/3) of the Owners, pursuant to the Georgia Property Owners Association Act, O.C.G.A. §44-3-220 *et seq*; and

WHEREAS, the Association's Owners desire to amend the Declaration, have voted in favor of this Amendment, and have approved this Amendment to the Declaration after proper notice pursuant to the requirements set forth in the Declaration; and

WHEREAS, this amendment does not materially or adversely affect the security title and interest to any mortgagee, and

NOW, THEREFORE, the Declaration is amended as follows:

1.

The Declaration is hereby amended by deleting Section 7.3 therefrom and replacing it with the new Section 7.3 set forth below.

Section 7.3. Leasing/Renting and Occupancy. In order to preserve the character of the South Fork community as a predominantly owner-occupied community, the Leasing of Lots is prohibited, except by the Association and as otherwise may be provided herein.

(a) Definitions.

(i) **"Leasing or Renting"** shall mean the regular, exclusive occupancy of a Lot by any person(s) other than:

- (A) the Owner, spouse of an Owner, or child(ren) of an Owner (collectively referred to as "Authorized Occupant");
- (B) an Authorized Corporate Occupant (defined below); or
- (C) one (1) roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Lot as his or her primary residence.

(ii) **"Authorized Corporate Occupant"** means an officer, director, shareholder or member of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot. All Occupants must qualify as an Authorized Corporate Occupant or be the one (1) roommate, including any minor children.

(iii) **"Grandfathered Owner"** means an Owner who is lawfully leasing his or her Lot on the Amendment Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Amendment Effective Date, provide the Board with a copy of the lease in effect on the Amendment Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Amendment Effective Date, and shall not include any future Lots purchased by a Grandfathered Owner. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse or children heirs). Grandfathered Owners shall be obligated to pay the Lease Administration Fee pursuant the provisions herein for all leases entered into or lease renewals commencing after the Amendment Effective Date on an annual basis.

(iv) **"Grandfathered Lot"** means the Lot owned by a Grandfathered Owner on the Amendment Effective Date.

(b) Authorized Permitted Leasing/Renting.

Leasing/Renting of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit or a Hardship Permit as provided below; or (3) any first Mortgagee who becomes the Owner of a Lot in satisfaction of its Mortgage.

Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Leasing Permits. Any Owner wishing to lease his or her Lot shall request, in writing, a leasing permit from the Board of Directors. The Board of Directors shall approve an Owner's request for a leasing permit if the total number of current, outstanding leasing permits and Grandfathered Lots is seven (7) or fewer Lots in the Community.

If the total number of Lots leased in the Community is seven (7) or more, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below seven (7). Owners who have requested a leasing permit shall be placed on a waiting list to be issued a leasing permit and when the number of leased Lots falls below seven (7), 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.

(ii) Hardship Permits. If the inability to lease/rent will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit at its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of this Declaration, the By-Laws, or any Association rules and regulations.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area 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 having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes or other circumstances and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease/rent the Lot once for a term not to exceed one (1) year. Additionally, Hardship Permits are not transferrable to new tenants, and will automatically expire and be revoked prior to the expiration of the one (1) year term upon the occurrence of any of the following: (a) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (b) the occupancy by the Owner. Additionally, a Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for another Hardship Permit at the expiration or revocation of a previous one.

(c) General Leasing/Renting Provisions.

(i) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least ten (10) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of the proposed tenants and all other Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; (4) the make and model for all occupant vehicles (all such vehicles must first be parked within a closed garage before being parked in the driveway pursuant to the rules and regulations of South Fork), and (5) such other information required by the Board which may include, but not be limited to, a criminal background search. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with this Declaration, By-Laws or any rules and regulations promulgated thereto. Nothing herein

gives the Board the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(ii) Lease/Rental Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval. Rentals of a Lot or portion of a Lot on a short time basis such as HomeAway rentals, Air B&B rentals, and VRBO rentals are prohibited regardless of whether the Owner of the Lot is present during the rental period. Further, rental of a Lot for commercial filming including, but not limited to, commercials, television shows, movies, is strictly prohibited.

(iii) Liability for Assessments; Compliance. The Owner must provide the tenant copies of this Declaration, By-Laws or any rules and regulations promulgated thereto. The following provisions are incorporated into each lease or occupancy of any Lot, whether or not expressly stated therein:

(A) Compliance with the South Fork Legal Documents. All terms defined in the Amended and Restated Declaration of Protective Covenants for South Fork ("Declaration") are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, By-Laws or any rules and regulations (the "Governing Documents") of the South Fork Community Association, Inc. ("Association"). The Owner and tenant also are responsible for violations by any Occupants and guests of the Lot; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, tenant, Occupant or guest violates such Governing Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Governing Documents, including, but not limited to fining the Owner and/or eviction of the tenants and Occupants as provided for herein below.

(B) Enforcement. If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, Occupant or guest violates the Governing Documents, such violation is deemed to be a default under the terms of this lease. In addition to all other remedies permitted by the Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate this lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Occupants for any such violation.

(C) Lease Administration Fee. The Owner shall pay a Lease Administration Fee of \$100.00 per year to the Association for oversight of the permitting process set forth herein, including Grandfathered Owners. This fee shall be owned on an annual basis although a lease may be for multiple years.

IN WITNESS WHEREOF, the undersigned officers of the South Fork Community Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association and its membership, with any and all required notices duly given. This 11 day of October, 2021

SOUTH FORK COMMUNITY ASSOCIATION, INC.

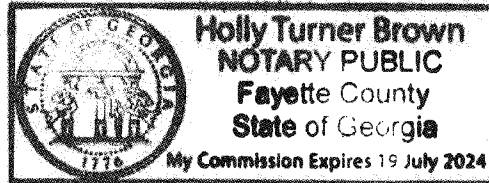
By: Barton D. Muir [SEAL]
President

Sworn to and subscribed to before me this 11th day of October, 2021.

Angelica P. Braithwaite
Witness

Angelica Braithwaite

Holly Turner Brown
Notary Public



Attest: [Signature] [SEAL]
Secretary
[CORPORATE SEAL]

Sworn to and subscribed to before me this 11th day of October, 2021.

Angelica Braithwaite
Witness

Angelica Braithwaite

Holly Turner Brown
Notary Public

