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Attention: Jay Lazega

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STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 18382
Page 230

**AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR CAMDEN RIDGE SUBDIVISION**

WHEREAS, the Declaration of Covenants and Restrictions for Camden Ridge Subdivision was recorded on June 15, 1994, in Deed Book 18382, Page 230, *et seq.*, Fulton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article XI, Section 1 of the Declaration provides for amendment of the Declaration by an instrument executed by 51% of the unit owners at Camden Ridge; and

WHEREAS, at least 51% of the unit owners at Camden Ridge desire to amend the Declaration and have executed an instrument approving this Amendment to the Declaration;

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

1.

Article VII, Section 8(b) of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

(b) **Leasing and Occupancy.** To preserve the character of the Project as predominantly owner-occupied, the Leasing of Units is prohibited, except by the Association and as may be provided herein.

(i) **Definitions.**

(A) "Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than:

- (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant");
- (2) an Authorized Corporate Occupant (defined below); or
- (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Unit as his or her primary residence.

(B) "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 Unit.

(C) "**Grandfathered Owner**" means an Owner who is lawfully leasing his or her Unit on the date this Amendment is recorded in the Fulton County, Georgia land records (the "Effective Date"). To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any lease of the Unit shall automatically terminate on the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any Person (other than the Owner's spouse); or (2) the date that all current Occupants of the Grandfathered Unit vacate and cease to occupy the Unit.

(D) "**Grandfathered Unit**" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.

(ii) **Authorized Leasing.**

Leasing of Units is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit as provided below; (3) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where such permit was issued to the Owner's predecessor-in-title).

(A) **Leasing Permits.** The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits plus Grandfathered Units is less than 10% of the total number of Units at Camden Ridge. However, a Leasing Permit shall not be issued to any Owner if the Unit 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. Owners who have been denied a Leasing Permit because the 10% threshold is satisfied shall be placed on a waiting list to be issued such a permit, if they so desire, when the above conditions have been satisfied. 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.

(B) **Hardship Permits.** If the inability to lease 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 in 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 Project 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 Unit 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 Unit was placed on the market, sell the Unit, 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 and intends to return to reside in the Unit within one year; or (3) an Owner dies and the Unit is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Unit once for a term not to exceed one year.

(C) Expiration and Revocation of Permits. Leasing Permits and Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Unit for 120 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Unit by the Owner.

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 an additional Hardship Permit at the expiration or revocation of a previous one.

(iii) General Leasing Provisions.

(A) 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 seven 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 Unit; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. 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 Unit, the Owner shall provide the Board with a copy of the executed lease.

(B) Lease Terms. Units may be leased only in their entirety; no rooms or fractions of Units may be leased without prior written Board approval. There shall be no subleasing of Units 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.

(C) 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 of any Unit, whether or not expressly stated therein:

- (1) Compliance with the Camden Ridge Legal Documents.** All terms defined in the Declaration of Covenants and Restrictions for Camden Ridge Subdivision are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of this Declaration, By-Laws or any rules and regulations of the Camden Ridge Homeowners Association, Inc. ("Association"). The Owner and tenant also are responsible for violations by any occupants and guests of the Unit; notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of the Association Declaration, By-Laws or rules, or if the Owner, tenant, occupant or guest violates such documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or occupant authorized under this Declaration, By-Laws or any Association rules.

- (2) Use of Recreational Facilities.** The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges the Owner has to use any recreational facilities on the Common Areas and Community Facilities.
- (3) Liability for Assessments.** When an Owner who is leasing his or her Unit fails to pay an assessment or any other charge to the Association when due, the delinquent Owner

hereby consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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 the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the 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.

- (4) **Enforcement.** If a Unit is leased or occupied in violation of the Declaration, By-Laws or any Association rules, or if the Owner, occupant or guest violates this Declaration, By-Laws or any Association rules, such violation is deemed to be a default under the terms of any lease or occupancy. 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 the 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.

2.

Article XI, Section 1 of the Declaration is hereby amended by deleting the first paragraph of that Section in its entirety and substituting the following therefor:

Except where a higher vote is required for action under any other provisions of this Declaration or the By-Laws, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding 51% of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

IN WITNESS WHEREOF, the undersigned officers of Camden Ridge Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the unit owners at Camden Ridge, with any required notices properly given.

This 21st day of February, 2007.

Sworn to and subscribed to before me this 21st day of February 2007.

CAMDEN RIDGE HOMEOWNERS ASSOCIATION, INC.

Joseph E. Zine
Witness

By: DAVID OLIVER (Seal)
President

Debbie Parks
Notary Public

Attest: [Signature]
Signature/Title

