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STATE OF GEORGIA
COUNTY OF CHATHAM

Cross Reference: Deed Book 246-A
Page 549

**AMENDMENT TO THE NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTION FOR STONELAKE TOWNHOMES**

WHEREAS, Genesis Designer Homes, L.L.C., a Georgia limited liability company ("Declarant") filed that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Stonelake Townhomes ("Neighborhood Declaration") dated November 22, 2002 and recorded on January 23, 2003 in Deed Book 246-A, Page 549 of the Chatham County, Georgia land records, as supplemented; and

WHEREAS, Article XII, Section 4 of the Neighborhood Declaration provides that the Neighborhood Association shall have the power to amend the Neighborhood Declaration by a vote of two-thirds (2/3) of the number of total members of the Association, and the Declarant; and

WHEREAS, two-thirds (2/3) of the number of total members of the Association have voted in favor of passage of this amendment; and

WHEREAS, Article XI, Section 2(b) of the Neighborhood Declaration provides that Declarant's Class B membership terminated on December 31, 2011, and was converted to Class A membership for any remaining Lots or Living Units owned by Declarant and since Declarant owns no Lots or Living Units Declarant no longer is required to consent to this Amendment; and

WHEREAS, the Declarant filed that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Stonelake Townhomes to Surrender Declarant's Rights and Control recorded on April 21, 2006 in Deed Book 305-D, Page 041 of the Chatham County, Georgia land records.

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

1.

Article I, Section 1 of the Neighborhood Declaration is hereby amended by adding the following new sentence to the end thereto:

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS AND LIVING UNITS.

The Property subject to this Neighborhood Declaration constitutes a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie, 1982), as such act may be amended from time to time.

2.

Article II of the Neighborhood Declaration is hereby amended by adding the following new Section 15 to the end thereto:

Section 15. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

3.

Article III, Section 1 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article III, Section 1 is substituted therefor:

Section 1. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot and Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Neighborhood Association: (i) annual assessments or charges; (ii) special assessments; and (iii) specific special assessments as authorized by Section 44-3-225(a) of the Act, including but not limited to, reasonable fines imposed in accordance with the terms of this Neighborhood Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs, and expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and Living Unit and shall be a continuing lien upon the Lot and Living Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot and Living at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Neighborhood Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia records evidencing the lien created under the Act and this Neighborhood Declaration.

No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Neighborhood Common Area, the Neighborhood Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Neighborhood Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

4.

Article III, Sections 3 through 10 of the Neighborhood Declaration are hereby deleted in their entirety and the following new Article III, Sections 3 through 8 are substituted therefor:

Section 3. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Neighborhood Association during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Neighborhood Association meeting by a vote of a majority of the total Neighborhood Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessments.

Both annual and special assessments shall be fixed at a uniform rate for all Lots and Living Units and shall be collected on a monthly basis, or any other basis approved by the Board of Directors.

Section 4. Special Assessments. In addition to the annual assessment provided for in Section 3 above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. In order to be effective, any special assessment (except any specific special assessments imposed in accordance with the Act and this Neighborhood Declaration) which would cause the special assessment(s) levied in one (1) fiscal year to exceed the amount of the annual assessment against such Lot must first be approved by at least a majority of the Owners of Lots.

Section 5. Capital Budget and Contribution. The Board of Directors may, but shall not be obligated to, annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may, but shall not be obligated to, set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 3 of this Article. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten and No/100 Dollars (\$10.00) or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

Section 7. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

(a) a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(b) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and

(c) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Neighborhood Common Areas shall be automatically suspended until all amounts owed are

paid in full (provided, however, the Board may not deny ingress or egress to or from a Lot of Living Unit) and the Neighborhood Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Neighborhood Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions.

If any assessment, fine or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided herein and in the Act, the Neighborhood Association shall have the right upon thirty (30) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services paid for as a common expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Lot or Living Unit until such time as the delinquent assessments and all costs incurred by the Neighborhood Association pursuant to this Article, including reasonable attorney's fees, are paid in full. Any costs incurred by the Neighborhood Association in discontinuing and/or reconnecting any utility or other service, including reasonable attorney's fees, shall be an assessment against the Lot or Living Unit.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs, and expense, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

Section 8. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of common expenses. Any surplus funds remaining after the application of such common profits to the payment of common expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Neighborhood Association's capital reserve account as set forth in Section 5 above.

5.

Article VI, Section 3 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article VI, Section 3 is substituted therefor:

Section 3. Neighborhood Common Area. The Board of Directors shall make and enforce rules, including by levying fines, for use of the Neighborhood Common Area, including but not limited to the pool, parking areas, and other amenities, which shall be binding on all owners, occupants, and guests. The Board may prohibit use of the pool and other amenities for any person who violates such rules.

6.

Article VI, Section 5 of the Neighborhood Declaration is hereby deleted in its entirety and the following Article VI, Section 5 is substituted therefor:

Section 5. Limitations on Additional Structures. No Structure of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn, or other outbuilding shall be allowed on any portion of the Property at any time either temporarily or permanently.

7.

Article VI, Section 6 of the Neighborhood Declaration is hereby amended by adding the following language to the end thereto:

Pets must be kept on a leash or in a cage or carrier and under the control of a person at all times when in the Neighborhood Common Area. No tethered and unattended pets are permitted anywhere on the Property. No unattended, uncontained, or unleashed pets are permitted anywhere on the Property. The person attending a pet must remove and dispose of any waste deposited by that pet on the Neighborhood Common Area immediately. Occupants and guests may not feed stray, feral, or wild animals on the Property.

8.

Article VI, Section 7 of the Neighborhood Declaration is hereby amended by removing the last sentence thereof.

9.

Article VI, Section 8 of the Neighborhood Declaration is hereby amended by adding the following language to the end thereto:

Dumping of trash anywhere on the Property other than inside the dumpster is not permitted. Improper use of the trash compactor is not permitted.

10.

Article VI, Section 10 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article VI, Section 10 is substituted therefor:

Section 10. Exterior Antennas and Satellite Dishes. Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic wave or radiation shall be erected, used, or maintained outdoors in any portion of the Property. Direct broadcast satellite ("DBS") antennas and multi-

channel multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission (“FCC”) and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

11.

Article VI, Section 11 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article VI, Section 11 is substituted therefor:

Section 11. Leasing of Lot/Living Units. In order to preserve the character of the community as a residential community of owner-occupied homes, leasing of Lots and Living Units shall be governed by the restrictions imposed by this Section. Except as provided herein, leasing of Lots and Living Unit is prohibited.

Owners may lease their Lots and Living Units only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; (3) the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below; or (4) the Owner or Lessee is the Association. Lots and Living Units may not be leased, rented, or used for short-term hotel-type use, stay, or occupancy, except with prior written Board approval.

The intent of this provision is to generally limit leasing to 20% of the total Lots and Living Units, except as provided below in limited cases for certain undue hardship situations.

(a) Definitions.

(i) “Authorized Corporate Occupant” means an occupant of a Lot or Living Unit who is an officer, director, shareholder, member or employee 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 that no rent is paid or consideration is paid to any person or entity for such occupancy, or by or on behalf of such Occupant. 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 or Living Unit.

(ii) “Authorized Family Member” means a Lot or Living Unit Owner’s spouse, former spouse, parent, child, brother, sister, grandparent or grandchild, which relationship shall be demonstrated to the Board of Directors on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board.

(iii) “Effective Date” means the date that this Amendment is recorded in the Chatham County, Georgia land records.

(iv) "Grandfathered Owner" means an Owner who is lawfully leasing his or her Lot or Living Unit in accordance with the terms of the Declaration on the Effective Date. Grandfathered Owners must, within 30 days of the Effective Date, provide the Board with a copy of the Owner's lease agreement which is in effect on the Effective Date.

(v) "Grandfathered Lot or Living Unit" means the Lot or Living Unit owned by a Grandfathered Owner on the Effective Date hereof, as defined in subsection (iii) above.

(vi) "Leasing" means the occupancy of a Lot or Living Unit by any person(s) other than:

(A) the Lot or Living Unit Owner or an Authorized Family Member of the Lot or Living Unit Owner;

(B) an Authorized Corporate Occupant. However, the Authorized Corporate Occupant may not be changed more frequently than once every 24 months without the Board's written consent, and the name of each Authorized Corporate Occupant shall be designated in writing to the Board prior to any occupancy of the Lot or Living Unit by such person; or

(C) a roommate of any person identified in subsection (A) or (B) above, which person identified above also occupies the Lot or Living Unit as his or her primary, full-time residence.

A Lot or Living Unit may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangement, lease with an option to purchase, agreement for deed, or bond for title shall be considered a lease hereunder.

(vii) "Leasing Cap" means the maximum combined total number of outstanding Leasing Permits, Hardship Leasing Permits and Grandfathered Lots or Living Units that are permitted before additional Leasing Permits may be issued hereunder. The Leasing Cap shall be 20% of the total Lots and Living Units within the community.

(b) Grandfathered Lot or Living Unit Leasing. Grandfathered Owners may lease their Grandfathered Lots or Living Units, in accordance with this Section, without having to obtain a Leasing Permit. Grandfathering and Grandfathered status hereunder shall automatically expire on the date the Grandfathered Owner conveys title to the Grandfathered Lot or Living Unit for value to any other person (excluding an Authorized Family Member). For purposes of this Section, conveying title "for value" means any transfer of the Lot or Living Unit for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Lot or Living Unit for consideration in the amount of \$100.00 or more.

(c) Leasing Permits. If an Owner is not a Grandfathered Owner and wishes to lease the Owner's Lot or Living Unit, then the Owner may apply in writing to the Board of Directors for a Leasing Permit. Owner requests for Leasing Permits must be in writing and provide such information as the Board may reasonably require on a leasing application form.

The Board of Directors may approve an Owner's request for a Leasing Permit if: (i) the Owner has owned and occupied the Lot or Living Unit as his or her principal and primary residence for at least 12 consecutive months at any point of time prior to requesting a Leasing Permit; and (ii) the total combined number of current, outstanding Leasing Permits, Hardship Leasing Permits and Grandfathered Lots or Living Units is less than the Leasing Cap.

Notwithstanding the above or anything to the contrary herein, the Board may deny a Leasing Permit to any Owner if the Lot or Living 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 or any Lot or Living Unit occupant is otherwise in violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable law or ordinance.

If the total combined number of current Leasing Permits, Hardship Leasing Permits and Grandfathered Lots or Living Units equals or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the applicable Leasing Cap.

Any Owner who has been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit if the Owner so desires. 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. All Leasing Permits are valid only as to a specific Owner and Lot or Living Unit and are not transferable between Lots, Living Units, and Owners (including a subsequent Owner of a Lot or Living Unit where a permit was issued to the Owner's predecessor in title).

(d) Hardship Leasing Permits. If an Owner is not a Grandfathered Owner, is denied a Leasing Permit, and believes that leasing the Owner's Lot or Living Unit is necessary to eliminate or avoid a substantial undue hardship to the Owner, then the Owner may apply in writing to the Board of Directors for a Hardship Leasing Permit.

A written Hardship Leasing Permit will allow an Owner to temporarily lease his or her Lot or Living Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the issuance and use of such permits consistent with this Section. All Hardship Leasing Permits are valid only as to a specific Owner and Lot or Living Unit and are not transferable between Lots, Living Units, and Owners (including a subsequent Owner of a Lot or Living Unit where a permit was issued to the Owner's predecessor in title).

Notwithstanding the above or anything to the contrary herein, the Board may deny a Hardship Leasing Permit to any Owner if the Lot or Living 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 or any Lot or Living Unit occupant is otherwise in violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable law or ordinance.

To be considered for a Hardship Leasing Permit, the Owner must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits 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 community if the permit is approved; (3) the number of Hardship Leasing Permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to the Owner.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guarantee that an Owner is entitled to or will receive a Hardship Leasing Permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

Except as otherwise approved in writing by the Board, Hardship Leasing Permits expire one year after the date issued. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit if the circumstances warrant.

(e) Expiration and Revocation of Leasing Permits and Hardship Leasing Permits. Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot or Living Unit to a third party (excluding sales or transfers to an Owner's spouse, former spouse, parent, grandparent, child, grandchild, brother, or sister). Hardship Leasing Permits also are automatically revoked upon the failure of an Owner to execute and commence an authorized lease of the Lot or Living Unit within 90 days of the issuance of the Hardship Leasing Permit.

Leasing Permits also automatically expire: (i) three (3) years from the date issued; or (ii) if the Lot or Living Unit is not subject to an authorized and approved lease for more than 90 consecutive days.

The Board of Directors, in its discretion, also may terminate any Leasing Permit or Hardship Leasing Permit hereunder, after 30 days' written notice to the Owner, if:

(i) the Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder;

(ii) the Owner or any occupant of the Lot or Living Unit violates the Declaration, Bylaws, or Association rules or regulations, and fails to fully cure that violation within the 30-day notice period; or

(iii) there occur three or more violations of the Declaration, Bylaws or Associations rules or regulations by an Owner, occupant, or any guest or vendor of an Owner or occupant of a Lot or Living Unit, regardless of whether such violations are cured.

If a Leasing Permit expires or is revoked, the Owner may request another Leasing Permit or, if such Leasing Permit is not available because the Leasing Cap is satisfied, the Owner may request to be placed on the leasing waiting list.

(f) Leasing Administration Fee; Early Lease Termination. In addition to all other assessments and other charges provided for herein, an Owner who leases a Lot or Living Unit hereunder shall be assessed and required to pay to the Association an annual leasing administration fee (“Leasing Administration Fee”) to offset time, resources and costs expended by the Association in administering leasing regulations hereunder.

The Leasing Administration Fee is due at the time any lease is executed or a new occupancy relationship is created hereunder, and annually thereafter. The dollar amount of the Leasing Administration Fee shall be established by the Board of Directors, not to exceed \$500.00. The Leasing Administration Fee constitutes a specific assessment hereunder and is non-refundable.

(g) Leasing Provisions. When leasing is permitted under this Section, it shall be governed by the following provisions:

(i) General Leasing Provisions. Except for authorized roommates of an Owner as provided above, Lots and Living Units may be leased only in their entirety pursuant to a single lease. All leases must be for an initial term of not less than one year. There shall be no subleasing of Lots or Living Units or assignment of leases, except with prior written Board approval.

Lots and Living Units (including rooms therein) may not be leased, rented, or used for short-term hotel-type use, stay or occupancy including but not limited to Airbnb, HomeAway or VRBO. In addition, no owner shall advertise, market, or offer to lease, rent, or accept any type of occupancy relationship for any such short-term, hotel-type use, stay or occupancy.

All leases shall be in writing and shall contain provisions complying with the requirements of this Section. All leases executed, modified, renewed, or extended after the Effective Date also must include a completed Lease Terms Exhibit attached as Exhibit “A” hereto and incorporated herein by reference. The provisions of the Lease Terms Exhibit are incorporated into each lease of any Lot or Living Unit executed, modified, renewed, or extended after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Lot or Living Unit even if no written lease or agreement exists between the Owner and the occupant.

(A) Notice Prior to Leasing. At least 14 days before entering into a lease of any Lot or Living Unit, the Owner shall provide the Board of Directors with: (1) written notice of the Owner's intention to lease his or her Lot or Living Unit; (2) verification that the Owner has obtained a Leasing Permit or Hardship Leasing Permit or is authorized to lease as a Grandfathered Owner; (3) a copy of the proposed lease, which must include the Lease Terms Exhibit provided for herein; (4) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Lot; (5) the Owner's Lot or Living Unit address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot or Living Unit is leased; (6) confirmation of the Tenant Screening required hereunder; and (7) such other information required by the Board. The Owner must provide the lessee copies of the Declaration, Bylaws and Association rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant.

(B) Notice After Lease Execution. The Owner of a leased Lot or Living Unit shall provide the Board with a copy of the executed lease and Lease Terms Exhibit within 7 days after executing a lease for the Lot or Living Unit and within 7 days of request by the Board during the lease term. If any of the information regarding the occupant required above, or other information regarding occupancy of the Lot or Living Unit, changes during the term of any leasing of the Lot or Living Unit, the Owner and occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

(C) Sanctions for Failure to Provide Notice. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot or Living Unit in violation of this Section, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued violation of these provisions, in addition to revoking Leasing Permits or Hardship Leasing Permits hereunder, and all other remedies provided in the Declaration, Bylaws or Georgia law.

(ii) Tenant Screening. Any Owner who is seeking to lease his or her Lot or Living Unit must engage a professional third-party service ("Tenant Screening Service" or "Service") prior to entering into a lease agreement, to obtain the information required below for each adult occupant who will occupy the Lot pursuant to the lease. Prior to such occupancy, the Owner must complete and provide the Association confirmation of the Tenant Screening. The Tenant Screening Service must, at a minimum, take the following steps:

(A) Provide a consumer credit report on the prospective occupant(s);

(B) Provide a nationwide criminal background check on the prospective occupant(s);

(C) Provide a review of the Georgia Sexual Offender Registry; and

(D) Report such information as is disclosed by its investigation to the Owner.

If the Tenant Screening report does not include a review of the Georgia Sexual Offender Registry, the Owner will separately verify this information and confirm such verification with the screening report provided to the Board. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the information identified above concerning the prospective tenant(s).

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Lot or Living Unit Owner.

(iii) Compliance & Enforcement. The Owner must provide the occupant with copies of the Association's legal documents. Each Owner and occupant shall comply with the Declaration, Bylaws, Association rules and regulations, and all applicable laws and ordinances. Owners and occupants also shall control the conduct of all other occupants and guests of the leased Lot or Living Unit in order to ensure such compliance and shall indemnify and hold the Association harmless for their and their occupants' and guests' failure to comply. The Owner shall be responsible for all violations by such occupants and guests as if the Owner committed such violation, notwithstanding the fact that such occupants and guests also are fully liable and may be sanctioned for any such violation.

Any of the following shall constitute a default under the lease and authorizes the Association to declare the lease in default and to terminate the lease for any such violation and/or to compel the Owner to evict the Lot or Living Unit occupant(s), in addition to all other rights and remedies afforded under the Declaration, Bylaws and/or Georgia law:

(A) any violation of any provision of the Declaration, Bylaws or Association rules or regulations which remains uncured after 30 days' written notice thereof from the Association;

(B) the occurrence of three (3) or more violations of the Declaration, Bylaws or Associations rules or regulations by an Owner, occupant, or any guest or vendor of an Owner or occupant of a Lot or Living Unit, regardless of whether such violations are cured;

(C) any felony conviction against an occupant, which conviction has not been overturned;

(D) any conviction of an occupant for a misdemeanor criminal offense occurring within the community;

(E) two or more governmental citations or tickets for traffic offenses occurring within the community;

(F) any arrest of or charge by law enforcement against an occupant for criminal conduct which the Association's Board of Directors reasonably determines creates an unreasonable danger or risk to safety to other residents;

(G) any Amber alert issued on a vehicle registered or parked at the community by an occupant or guest of such occupant; or

(H) any conduct by an occupant or guest of an occupant that creates a reasonable risk to life and/or safety at the community.

The Association may bring an action against the Owner and/or occupant(s) for damages and/or injunctive relief or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, and/or may terminate Leasing Permits, Hardship Leasing Permits, and/or leases, for any such violations.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs associated with any enforcement action by the Association under this Section, including all reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, and court costs, shall be specially assessed against Owner's Lot or Living Unit and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot or Living Unit and Owner. If any occupant, or any guest, invitee, licensee, or family member of the occupant violates the Declaration, Bylaws or rules and regulations, for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Declaration and Bylaws.

When a Lot or Living Unit Owner who is leasing his or her Lot or Living Unit fails to pay any annual or special assessment or any other charge for a period of more than 30 days after it is due and payable, then, upon request by the Board, the lessee shall pay the Association all

unpaid annual and special assessments and other charges owed and payable by the Owner 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'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 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.

12.

Article VI, Section 12 of the Neighborhood Declaration is hereby amended by adding the following language to the end thereto:

Vandalism, destructive behavior, and destruction of property is strictly prohibited in the Neighborhood Common Area.

13.

Article VI, Section 13 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article VI, Section 13 is substituted therefor:

Section 13. Residential Use. All Lots and Living Units in the Property shall be, and the same hereby are, restricted exclusively for residential use. No trade or business of any kind may be conducted in or from a Lot or Living Unit or any part of the Property, except by the Association or except that the Owner or Occupant residing in the Lot or Living Unit may conduct ancillary business activities within the Lot or Living Unit so long as:

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot or Living Unit;
- (2) the business activity does not involve visitation of the Lot or Living Unit by employees, clients, customers, suppliers, or other business invitees in greater volume than would normally be expected for guest visitation to a residence without business activity;
- (3) the business activity is legal and conforms to all zoning requirements for the Property;
- (4) the business activity does not unreasonably increase traffic in the community in excess of what would normally be expected for residential areas without business activity (other than a reasonable number of

deliveries by couriers, express mail carriers, parcel delivery services, and other such similar delivery services);

- (5) 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;
- (6) the business activity is consistent with the residential character of the community and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the community, as determined in the Board's discretion; and
- (7) the business activity does not result in a materially greater use of common area facilities 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 occupants and for which the occupant receives a fee, compensation, or other form of consideration, regardless of whether 1) such activity is engaged in full or part-time; 2) such activity is intended to or does generate a profit; or 3) a license is required therefor. Notwithstanding the above, the use of a Lot or Living Unit 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 Section.

14.

Article VI, Section 15 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article VI, Section 15 is substituted therefor:

Section 15. Parking. All vehicles shall be parked in designated parking spaces and areas and not on grassy areas or patios. Each Lot or Living Unit shall be assigned at least one parking space by the Board of Directors and no one shall use said assigned parking space without the permission of said Lot or Living Unit Owner. Such parking space assignments shall be recorded in the Chatham County, Georgia land records by the Board of Directors and cross-referenced with the Neighborhood Declaration. The Board of Directors may amend the parking space chart without a vote of any of the Lot owners.

No overnight parking is permitted in the amenities parking area.

No disabled vehicle, inoperable vehicle, or vehicle without valid and unexpired tags and registration may be parked anywhere on the Property for more than 24 hours.

No vehicle may remain in a visitor parking space for 48 hours or longer.

Parking is not permitted in round-about.

Temporary parking for fewer than five (5) minutes is permitted for trash drop off and mail pickup.

Parking for commercial vehicles in any parking area or portion of the Neighborhood Common Area is prohibited except for vehicles used by service providers providing services to the Association, Lots, or Living Units during business hours and not overnight. The term "commercial vehicle" includes all trucks and vehicular equipment of a commercial nature that are larger than a standard passenger vehicle and/or are marked with writing, images, or advertising of any type or nature.

The following are prohibited from being parked on the Property: 1) boats; 2) buses; 3) trailers; 4) Large Trucks; 5) campers; 6) motor homes; 7) recreational vehicles; 8) vehicles that do not completely fit in a single parking space.

Large Trucks include any vehicles that cannot fit completely in a single parking space. If any portions of the vehicle extend into areas that are not part of a single parking space including, but not limited to, driving areas, walkways, grassy areas, or other parking spaces, then the vehicle is a Large Truck and is not permitted to park on the Property.

15.

Article VI of the Neighborhood Declaration is hereby amended by adding the following Section 20 to the end thereto:

Section 20. Maintenance. The Association may create and promulgate rules and regulations to govern the maintenance standards for the exterior portions of the Lots and Living Units including vegetation and landscaping. Each Owner shall maintain all portions of such Owner's Lot or Living Unit at the Owner's sole expense and in a manner consistent with the Association's governing documents (including any Board rules and regulations) and to the Board's satisfaction. The Owner shall keep the Lot or Living Unit free of all litter, trash and refuse and comply with all governmental health and police regulations. In the event the Board determines that any Owner has failed to discharge properly any of such Owner's obligations with regard to the maintenance of items for which such Owner is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance deemed necessary. The Owner shall have fourteen (14) days after receipt of such notice within which to complete such maintenance, or in the event that such maintenance is not capable of completion within a fourteen (14) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions herein, the Association may provide such maintenance and all costs thereof shall be assessed against the Owner as a specific assessment.

16.

Article VIII, Section 1 of the Neighborhood Declaration is hereby amended by removing the last two sentences and replacing them with the following new sentences therefor:

In the event the Board of Directors fails to approve or disapprove said plans and specifications within forty-five (45) days after submission, said plans and specifications will be deemed disapproved. The Board may request and the Owner shall provide additional information as required by the Board to evaluate such plans and specifications.

In the event that any construction, modification, alteration or landscaping work is undertaken or performed upon a Lot or Living Unit without written approval by the Board or in a form or manner that is inconsistent with such approval, said work shall be deemed to be in violation of the Declaration, and, in addition to all other remedies permitted herein, the Owner upon whose Lot or Living Unit said work was undertaken or performed may be required to restore to its original condition, at the Owner's sole expense, the Lot or Living Unit upon which said work was undertaken or performed. Upon the failure or refusal of any person to perform the restoration required herein, the Association, may, after fourteen (14) days' notice to such person, enter the Lot or Living Unit upon which such unauthorized work has been performed, and make such restoration as the Board, in the exercise of its discretion, may deem necessary or advisable. The Owner upon whose Lot or Living Unit such restoration work shall have been so performed shall be liable to the Association for all direct and indirect costs which the Association incurred in the performance of such restoration work, including without limitation attorneys' fees, which shall be levied as a specific assessment against the Lot or Living Unit.

17.

Article XII, Section 1 of the Neighborhood Declaration is hereby deleted in its entirety and the following new Article XII, Section 1 is substituted therefor:

Section 1. Enforcement. The community shall be used only for those uses and purposes set out in this Neighborhood Declaration and in the rules and regulations promulgated by the Board of Directors with respect to the Property. Every Owner and occupant shall comply with this Neighborhood Declaration, the Bylaws, and rules and regulations of the Neighborhood Association, and any lack of compliance therewith shall entitle the Neighborhood Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Neighborhood Declaration, Bylaws, or rules and regulations. In addition to any rights the Neighborhood Association may have against an Owner's family, guests, tenants, or occupants, as a result of such person's violation of this Neighborhood Declaration, the Bylaws, and rules and regulations of the Neighborhood Association, the Neighborhood Association may take action under this Neighborhood Declaration against the Owner as if the Owner

committed the violation in conjunction with the Owner's family, guests, tenants, or occupants.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot and/or Living Unit, and to suspend an Owner's right to vote and/or to use the Neighborhood Common Areas for violation of any duty imposed under this Neighborhood Declaration, Bylaws or Neighborhood Association rules. However, nothing herein shall authorize the Neighborhood Association or the Board of Directors to deny ingress and egress to or from a Lot or Living Unit. If any occupant of a Lot or Living Unit violates this Neighborhood Declaration, Bylaws or Neighborhood Association rules, a fine may be imposed against the Owner and/or occupant, as set forth below. The failure of the Board to enforce any provision of this Neighborhood Declaration, Bylaws or Neighborhood Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Neighborhood Association under this Section, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Neighborhood Declaration, Bylaws or Neighborhood Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or occupant pursuant to Article III.

(a) Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote, or suspend the right to use the Neighborhood Common Areas, unless and until the Neighborhood Association has sent or delivered written notice to the violator as provided in Subsection (1) below. However, compliance with this Section shall not be required for the following: (i) late charges on delinquent assessments; (ii) suspension of voting rights if an Owner is shown on the Neighborhood Association's records to be more than thirty (30) days delinquent in any payment due the Neighborhood Association, in which case suspension of the right to vote shall be automatic; (iii) suspension of the right to use the Neighborhood Common Areas if an Owner is shown on the Neighborhood Association's records to be more than thirty (30) days delinquent in any payment due the Neighborhood Association, in which case suspension of the right to use the Neighborhood Common Areas shall be automatic.

(1) Notice. If any provision of this Neighborhood Declaration or Bylaws or any Neighborhood Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(2) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of this Neighborhood Declaration, the Bylaws, or the Neighborhood Association rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles and vehicular attachments that are in violation of parking regulations set forth herein and/or in violation of any rule or regulation promulgated by the Board of Directors) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (a) above. If the Board elects to exercise its self-help authority, it may specifically assess all costs of providing such self-help, including attorney's fees, against the owner of the Lot or Living Unit. Additionally, the Neighborhood Association shall have the authority to record in the Chatham County land records a notice of violation identifying any uncured violation of this Neighborhood Declaration, Bylaws or Neighborhood Association rules and regulations regarding the Lot and Living Unit.

(c) Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Neighborhood Association for failure of enforcement where: (1) the Board determines that the Neighborhood Association's position is not strong enough to justify taking enforcement action; (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (3) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

18.

Article XII, Sections 3 and 4 of the Neighborhood Declaration are hereby deleted in their entirety and the following new Article XII, Sections 3 and 4 are substituted therefor:

Section 3. Duration. The covenants and restrictions of this Neighborhood Declaration shall run with and bind the Property in the community perpetually to the extent provided in the Act.

Section 4. Amendment. Except where a higher vote is required for action under any other provisions of this Neighborhood Declaration, in which case such higher vote shall be necessary to amend such provision, this Neighborhood Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the

members of the Neighborhood Association holding two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the facts for 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 filed in the Chatham County, Georgia land records.

If legal action is not instituted to challenge the validity of any amendment hereto within one (1) year of the recording thereof in the Chatham County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

19.

Article XII, Section 6 of the Neighborhood Declaration is hereby amended by adding ***“To the extent provided in O.C.G.A. Section 14-3-1602,”*** to the beginning of the Section.

20.

Article XII of the Neighborhood Declaration is hereby amended by adding the following new Section 7 thereto:

Section 7. Security, Safety, and Health. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security, safety, or health at the Property. However, each Owner, for himself or herself and their tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security, and that the Association shall not have a duty to provide security at the Property or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that non-Owners, non-Occupants, and non-tenants will not gain access to the Property and commit criminal acts, or that criminal acts at the Property will not be committed by other Lot Owners, Occupants, or tenants. Similarly, the Association does not guarantee that Owners, Occupants, or others will not be exposed to any health risk or communicable disease in the community, whether known or unknown to the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner, Occupant, and tenant to protect their person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Unit Owner, Occupant, and tenant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the undersigned officers of the Stonelake Townhomes Property Owners Association, Inc. hereby certify that the foregoing amendments were approved by a vote of two-thirds (2/3) of the number of total members of the Association.

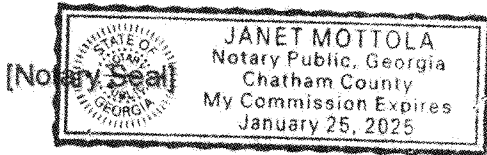
Sworn to and subscribed before me
this 18th day of September
2024

Michael Young

Witness

Janet Mottola

Notary Public



STONELAKE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., a Georgia Non-Profit Corporation

By: Michael Young

Title: President, Michael Young

Attest: Marilyn Jo Curtis

Title: Secretary, Marilyn Jo Curtis

[Corporate Seal]

KSS: 2023-09-11 POA and other Amendments to Declaration

EXHIBIT "A"

Lease Terms Exhibit - Addendum to Lease

[This Addendum is required with all leases of Lots and Living Units at the community]

This Addendum is made and entered into on the date of execution hereof by the last party signing below, by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 20__ for the lease of Landlord's Lot or Living Unit ("Lot") at the community, by adding the following provisions thereto:

1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS. Tenant and Landlord acknowledge and agree Stonelake Townhomes Property Owners Association, Inc. ("Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum, and the Neighborhood Declaration of Covenants, Conditions and Restrictions for Stonelake Townhomes ("Declaration"), the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Tenant shall control the conduct of his or her family, guests, invitees, and pets to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules and regulations shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules and regulations or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. If Tenant, or any guest, invitee, licensee, or family member of Tenant violates the Declaration, Bylaws or Association rules/regulations for which a fine is imposed, or damages the community, such fine and/or repair costs may be assessed against Tenant and/or Landlord, as provided in the Declaration.

3. PAYMENT OF ASSESSMENTS. Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments, and other Association charges, which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall be liable to the Association for all such sums, plus late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent as if Tenant were the owner of the Lot during the term of this Lease and any other period of occupancy by Tenant.

4. MAINTENANCE AND INDEMNIFICATION. Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Neighborhood Common Area or Lot which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

5. USE OF NEIGHBORHOOD COMMON AREA. Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Neighborhood Common Area use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. SECURITY. Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security, safety, or health in the community. Each Owner, for himself or herself and his or her occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security. The Association has no duty to provide security in the community or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that Owners, occupants, and other people will not commit criminal acts in the community or that unauthorized people will not gain access to the community. Similarly, the Association does not guarantee that Owners, occupants, and others will not be exposed to any health risk or communicable disease in the community, whether known or unknown by the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner to protect his or her person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

Name: _____
(Please Print)

Name(s): _____
(Please Print)

Date: _____

Date: _____