

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 30919, Page 576

STATE OF GEORGIA

COUNTY OF FULTON

**THIRD AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR MAGNOLIA PARK**

This Third Amendment to the Declaration of Protective Covenants for Magnolia Park (hereafter referred to as "Amendment") is made on the date set below.

W I T N E S S E T H:

WHEREAS, John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Protective Covenants for Magnolia Park on August 29, 2001, in Deed Book 30919, Page 576 of the Fulton County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Units (other than Units of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as Declarant owns any property for the development and/or sale in the Community or has the right unilaterally to annex additional property to the Community);

WHEREAS, this Amendment has been approved by Owners of at least two-thirds (2/3) of the Units, which is evidenced by consent forms which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference;

WHEREAS, as of the date of this Amendment, Declarant no longer owns any property for the development and/or sale in the Community;

WHEREAS, pursuant to Article IX, Section 1(a) of the Declaration, Declarant's right unilaterally to annex additional property to the Community expired on August 29, 2006; and

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

1.

Article VI, Section 28 of the Declaration is amended by striking same in its entirety and substituting the following therefor:

Section 28. Leasing. In order to protect the equity of the individual Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner-occupied homes, to prevent the Community from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Community be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Section.

(a) Prohibition. Except as provided herein, the leasing of Units, including the residences thereon, is hereby prohibited.

(b) Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child or parent of an Owner. The Board of Directors is authorized to request and receive documentation from an Owner demonstrating that any Occupant is the spouse, child or parent of the Owner. Such Owner shall comply with such request and provide the Association with such documentation.

(c) General. Except as provided in Subsection (h) below, any Owner who desires to lease such Owner's Unit, including the residence thereon, may do so only if the Owner has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her 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 duration and use of such permits. All permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners.

(d) Leasing Permits. Except as provided in Subsection (h) below, in order to be qualified to request a Leasing Permit, an Owner must have regularly occupied the Unit for which the Leasing Permit is requested as the Owner's primary residence for at least twelve (12) consecutive months. For the purposes of this section, a deceased Unit Owner's heir, devisee, or beneficiary shall be determined to have met the twelve (12) consecutive months occupancy requirement and shall be qualified to request a Leasing Permit if the prior deceased Unit Owner regularly

occupied a Unit as his or her primary residence for at least twelve (12) consecutive months.

A qualified Owner's request for a Leasing Permit shall be approved if the current number of Units leased is below two (2) Units at the time the request is made; for purposes of this Section, the number of Units leased shall include Units being leased pursuant to a Leasing Permit and Units being leased pursuant to Subsection (h) below, but shall not include any Units leased pursuant to a Hardship Leasing Permit. If the current number of Units leased equals or exceeds two (2) Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below), until the number of Units leased falls below two (2) Units. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of Units leased falls to below two (2) Units. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Unit Owner to lease his or her Unit within ninety (90) days of the Leasing Permit having been issued; (3) the failure of a Unit Owner to have his or her Unit leased for any consecutive ninety (90) day period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

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

(f) Leasing Provisions. Leasing of all Units shall be governed by the following provisions:

(1) Notice. At least ten (10) days prior to entering into the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. The Board of Directors may also require any lease to comply substantially with any form lease adopted by the Board of Directors. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(2) General. Units may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year, except with written Board approval. Short-term rentals, transient tenants, and any other service utilized to temporarily rent or lease Units as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. The Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations, and the written lease shall provide that the Owner has done so.

(3) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Unit. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

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

When a Unit Owner who is leasing his or her Unit fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is

due and payable, then the delinquent Unit Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(B) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a Person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Unit. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any Occupant, or any Person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby irrevocably delegates and assigns to the

Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to terminate the lease and evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the termination and eviction shall be specifically assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(g) Leasing Administration Fee. The leasing of Units in the Community creates administrative burdens for the Association, including, but not limited to, updating the Association's records and ensuring compliance with this Section. Pursuant to this Declaration, the Association is authorized to assess individual Owners certain fees and expenses benefiting less than all of the Units and/or Owners. In accordance with the terms of the Declaration, and in addition to annual assessments, special assessments, and other charges provided for in the Declaration, any Owner who leases a Unit will be required to pay the Association an annual Leasing Administration Fee. The initial Leasing Administration Fee shall be two hundred and fifty dollars (\$250.00) per year for the first calendar year in which this Amendment is recorded. Thereafter, the Board of Directors, in its sole discretion, and from time to time, may increase or decrease the annual Leasing Administration Fee.

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

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

Grandfathered Unit.

Further, this Section shall not apply to any leasing transaction entered into by or on behalf of the Association

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

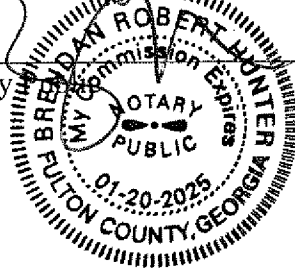
Dated this 14th day of December, 2022.

MAGNOLIA PARK NEIGHBORHOOD
ASSOCIATION, INC.

Fred Rich
Signature of President
Print Name: Fred Rich

Sworn to and subscribed before me
this 14th day of December, 2022.

Witness: Crystal Salinas

[Signature]
Notary


James H. Rochford
Signature of Secretary
Print Name: JAMES H. Rochford

Sworn to and subscribed before me
this 14th day of December, 2022.

Witness: Crystal Salinas

[Signature]
Notary Public
