

After Recording Return To:
Codi J. Butler
Slepian & Schwartz
42 Eastbrook Bend
Peachtree City, Georgia 30269

Cross-reference to Deed Book 588, page 413
Coweta County, Georgia Records

Cross-reference to Deed Book 3459, pages 790-821
Coweta County, Georgia Records

Space above to be used for recording purposes.

**FIRST AMENDMENT TO
AMENDED AND RESTATED TENTH AMENDMENT TO
THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, LIENS AND ASSESSMENTS
FOR LAKES OF WHITE OAK**

This First Amendment to Amended and Restated Tenth Amendment to the Declaration of Covenants, Restrictions, Easements, Liens and Assessments for Lakes of White Oak (hereinafter this "Amendment") is made and entered effective this ____ day of _____, 20__ by the Lakes of White Oak Community Association of Coweta County, Inc., a nonprofit corporation organized and existing, in good standing, under and by virtue of the laws of the State of Georgia (hereinafter "Lakes of White Oak" or the "Association").

WITNESSETH:

WHEREAS, the Tenth Amendment to Declaration of Covenants, Restriction, Easements, Liens and Assessments of Jefferson Ventures, Inc., White Oak, Stages II and III was recorded the 14th day of November 1999, at Deed Book 588, pages 413-502B, Coweta County, Georgia Records (hereinafter the "Original Declaration");

WHEREAS, the Original Declaration was most recently amended by and through that certain Amended and Restated Tenth Amendment to Declaration of Covenants, Restriction, Easements, Liens and Assessments, recorded on the 14th day of May, 2009, at Deed Book 3459, Pages 790-821, Coweta County, Georgia Records (hereinafter the "Restated Declaration");

WHEREAS, pursuant to the Restated Declaration, Section 17(A), the Restated Declaration may be amended with the approval of Owners holding 2/3 of the total Association vote;

WHEREAS, pursuant to the Restated Declaration, Section 17(B), the Restated Declaration may be amended with the additional approval by Eligible Mortgage Holders representing at least 51% of the votes of Parcels that are subject to Mortgages held by eligible Mortgage Holders;

WHEREAS, pursuant to Article 10, Lots may be leased for residential purposes;

WHEREAS, the Association and its Owners desire to amend Article 10 of the Original Declaration to restrict the leasing of parcels;

WHEREAS, at least two-thirds (2/3) of the Owners have voted to approve the terms of this Amendment;

WHEREAS, there are no Eligible Mortgage Holders of record, and so no consent from the same is necessary to enact this Amendment;

WHEREAS, attached hereto as Exhibit “A” and incorporated herein by this reference is the sworn statement of the incumbent President of the Association, which sworn statement states unequivocally that this Amendment was adopted in compliance with applicable Georgia law; and

WHEREAS, attached hereto as Exhibit “B” and incorporated herein by this reference is the sworn statement of the incumbent Secretary of the Association, which sworn statement states unequivocally that this Amendment was adopted in compliance with applicable Georgia law;

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Restated Declaration, hereby declaring that all of the property now or hereafter subject to the Restated Declaration shall be held, conveyed, encumbered, used, occupied, and improved subject to the Restated Declaration, which is amended as follows:

1.

The Restated Declaration is hereby amended by adding into Article 2 of the Original Declaration, entitled “Definitions”, additional definitions to be defined as follows:

(GG) “Non-Owner Occupant” shall, in its plural or singular form, mean and refer to any Person(s) occupying a Living Unit on a Parcel, who is not the Owner of the Parcel, for any period of time. This term also encompasses any Person(s) occupying, being in possession of, or utilizing any Living Unit on a Parcel as a company Owner, corporation Owner, partnership Owner, or any other non-natural entity Owner representative, agent, licensee, or invitee, with or without compensation paid to such company Owner, corporation Owner, partnership Owner, or any other non-natural entity Owner.

(HH) To “lease” or “rent,” as used in their verb form, whether in their past, present, or future tense, shall together and independently mean and be referred to as the act upon which an Owner of a Parcel allows for a Non-Owner Occupant to reside, occupy, or be in control or possession of the Living Unit on a Parcel, or to have legal possession of any portion of the Parcel, regardless of whether or not the Owner is compensated for the Non-Owner Occupant’s

occupancy. However, this definition shall not apply to Non-Owner Occupants when such natural person is the legal spouse or within four degrees of relation to the Owner, as defined under O.C.G.A. § 53-2-1.

(II) “Short-Term Rentals” shall mean and refer to the leasing or renting of Living Units on Parcels for any period of time or duration less than 1 year. The calculation for the use of this term shall occur based on each independent Non-Owner Occupant’s use of the Parcel, and shall not be the cumulation or combination of multiple independent Non-Owner Occupant’s time present on the Lot. Examples of Short-Term Rentals include, but are not limited to: (i) bed and breakfasts; (ii) Airbnbs; (iii) leases with independent and distinctive terms of less than 1 year; (iv) month-to-month leases; (v) month-to-month occupancies; etc.

(JJ) A “Rental Parcel” shall be known to mean any Parcel which is being rented with approval of the Board.

(KK) A “Lease,” used as a noun or proper noun, shall be that certain document, whether identified as an agreement or a contract, which provides a Non-Owner Occupant the right to possession of a Parcel or any part of a Parcel, and whether such agreement or contract is verbal or in writing. This term also includes any agreement or contract, whether such is verbal or in writing, under which a Non-Owner Occupant occupies, is in possession of, or utilizes any Living Unit on a Parcel as a company Owner, corporation Owner, partnership Owner, or any other non-natural entity Owner representative, agent, licensee, or invitee, with or without compensation paid to such company Owner, corporation Owner, partnership Owner, or any other non-natural entity Owner. This term shall not include any industry standard “Temporary Occupancy Agreement for Seller After Closing,” or similar form, which permits or causes to permit a seller of any Unit or Parcel to continue occupying said Unit or Parcel for a designated period of time following a real estate closing of the same, in connection with the real estate closing.

2.

The Restated Declaration is hereby amended by deleting Article 10, entitled “Leasing and Occupancy,” in its entirety and replacing it with a new provision for Article 10 to read as follows:

A. Permitted Leases. The Association shall limit the number of Parcels (detached and attached) that can be rented at the same time to no more than ten percent (10%) of the total numbers of Parcels subject to this Declaration. No Short-Term Rentals shall be allowed within the

Community. Parcels may be rented only in their entirety; no fraction or portion may be rented to any one or more Person(s) or Non-Owner Occupants. All Parcels under any lease shall count towards the limit set forth above, including those excepted from such limit and Grandfathered in, as defined in Section E below.

B. Incorporation. All Leases and Non-Owner Occupants are subject to the provisions of the Declaration and By-Laws, as they have been or may be amended from time-to-time. All renting Owners must make available to Non-Owner Occupants copies of the Declaration, By-Laws, rules and regulations of the Association, and any of the forgoing documents' amendments. Any Lease of any Parcel in the Community shall be deemed to contain all provisions under Article 10 of this Declaration, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease shall make reference to this Article, and incorporate therein, the language within this Article 10. Any Non-Owner Occupant, by occupancy in a Parcel and/or Living Unit, agrees to the applicability of this Article 10 and incorporation of the language contained in this Article 10 into the Lease, regardless if the incorporation of the same is expressly stated within the Lease.

C Application and Continuing Obligations. Owners shall notify the Board in writing of their intent to rent their Parcel. The Board will then, in turn, notify the Owner of approval or disapproval to rent the Parcel based on the total number of Parcels currently in a rental status. Owners who rent their Parcels without prior approval of the Board will be held in violation of this Article 10 and may subject the Owner, the Parcel, and the Non-Owner Occupant(s) to legal proceedings and/or fine and fees, at the Board's sole discretion, and as set forth in Section D of this Article. Parcels so approved for renting shall be known as Rental Parcels. No Parcel shall be permitted to qualify or retain its designation as a Rental Parcel if said Parcel has any outstanding and due assessments, fines, fees, or other such financial obligations. Rental Parcels shall be subject to special assessments each year in an amount equal to the fee assessed per Rental Parcel by the then engaged management company responsible for supervising Rental Parcels, so as to maintain the Parcel's status as a Rental Parcel. Failure to pay this special assessment within thirty (30) days of when notice is sent shall be considered a forfeiture of the Parcel's status as a Rental Parcel. Continued use of the Parcel for renting purposes after status forfeiture may subject the Owner, the Parcel, and the Non-Owner Occupant(s) to legal proceedings and/or fine and fees, at the Boards sole discretion, and as set forth in Section D of this Article. Each Owner shall be required to supply to the Board a copy of the Lease which controls the Parcel at the time of payment of the special assessment. If no Lease controls at the aforementioned time, then the Owner shall supply to the Board all necessary documents to indicate continuing efforts to rent the Parcel. Upon review of the Lease submitted, the Board may require that Owner amend the Lease in any manner necessary to bring the Lease in compliance with any of the provisions of this Article. Any failure to so bring the Lease into compliance shall be considered a forfeiture of the Parcel's status as a Rental Parcel. Continued use of the Parcel as a Rental Parcel after status forfeiture may subject the Owner, the Parcel, and the Non-Owner Occupant(s) to legal proceedings and/or fine and fees, at the Boards sole discretion, and as set forth in Section D of this Article. Owner shall be required to provide direct contact information to the Board of any and all Non-Owner Occupant(s) renting the Parcel.

D. Enforcement. Any violation of this Declaration, whether such violation originates from the Owner or the Non-Owner Occupant(s), shall constitute a violation of the controlling

Lease and may subject the Owner, the Parcel, and the Non-Owner Occupant(s) to legal proceedings and/or fine and fees, at the Board's sole discretion. The Board shall have the right to enforce these provisions as follows, at its sole discretion, against the Owner, the Parcel, and/or the Non-Owner Occupant:

(a) Appointment and Removal of Non-Owner Occupant. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE NON-OWNER OCCUPANT(S) OF OWNER'S PARCEL AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE.** Owner, by and through this appointment, hereby expressly authorizes the Association to bring, maintain, resolve, respond to, address, handle, verify, or testify in any action to remove, evict, or dispossess any and all Non-Owner Occupant(s), regardless of the Owner's intention to the continued occupancy of the Non-Owner Occupant. This appointment and authorization shall not be an exclusive remedy of the Association for any violations, and can be used concurrently with other remedies, fines, and assessments indicated herein;

(b) Forfeiture of Status as a Rental Parcel. The Board, in its sole discretion, can immediately revoke the Parcel's status as a Rental Parcel and deny future applications for rental status from the Owner. The immediate revocation shall not be an exclusive remedy of the Association for any violations, and can be used concurrently with other remedies, fines, and assessments indicated herein;

(c) Fines and Assessments. The HOA may fine the Owner and the Parcel for violations under this Article. Said fines shall be determined to be the lesser of: (1) 50% of the rents received, owed, or due while in violation; or (2) monthly assessments of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00). In the event that the Association is unable to determine 50% of the rent monies received while in violation, the default fine shall be the monthly assessment. Assessing a monthly fine shall not be an exclusive remedy of the Association for any violations, and can be used concurrently with other remedies, fines, and assessments indicated herein;

(d) No Waiver. Failure of the Association or the Board to enforce any of these rights shall in no event be deemed a waiver of the right to do so thereafter;

(e) Attorney's Fees and Costs. In the event that the Board or the Association proceeds in any enforcement of this Article, any costs, including attorney's fees and court costs, associated with the enforcement shall be specially assessed against the Owner and the Parcel, such being deemed hereby as an expense which benefits the Parcel and the Owner.

E. Applicability. Any ambiguity or vagueness of this provision as to whether a Person is a "Non-Owner Occupant" and/or "leasing/renting" the Parcel shall be determined at the sole discretion of the Board so long as such discretion complies with the purpose and language of this Article. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first mortgage holder to:

- (a) Foreclose or take title to a Parcel pursuant to remedies contained in any Mortgage or Security Deed;
- (b) Take a deed or assignment in lieu of foreclosure; or
- (c) Sell or otherwise dispose of a Parcel acquired by the mortgagee.

Those Owners who obtained title to their Parcel by recorded instrument, such instrument having been duly recorded prior to the recording date of this Amendment (the "Effective Date"), and who, on the Effective Date were leasing their Parcel, as defined herein, may continue to lease their Parcel in accordance with the terms of the Declaration as it existed prior to the Effective Date and shall be considered "Grandfathered" for such purposes; provided, however, that upon the sale, transfer, assignment, deed, or disposal of the Lot to any third-party, regardless if such third-party is related or unrelated to Owner, the Parcel will, at the time of such event, become subject to the terms set forth in this Amendment, and the Grandfathered status shall automatically expire.

3.

Unless otherwise defined herein, the words used in this Amendment shall have the same meanings as set forth in the Restated Declaration.

4.

This Amendment shall be effective only upon being recorded in the records of the Clerk of the Superior Court of Coweta County, State of Georgia, and shall be enforceable against current Owners of Parcels subject to the Restated Declaration.

5.

Except as modified herein, the Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed under seal the day and year first above written.

Lakes of White Oak Community Association
of Coweta County, Inc.

By: _____
Its: President

By: _____

Its: Secretary

[CORPORATE SEAL]

Unofficial Witness

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public
Commission Expires: _____