

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: NowackHoward, LLC
945 East Paces Ferry Road
Resurgens Plaza, Suite 1250
Atlanta, Georgia 30326
Attn: Julie Howard

STATE OF GEORGIA

Reference: Deed Book 7525

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COUNTY OF COBB

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR AUTUMN LAKE SUBDIVISION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Autumn Lake Subdivision was recorded on August 12, 1993, in Deed Book 7525, Page 476, et seq., Cobb County, Georgia records (“Declaration”); and

WHEREAS, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Autumn Lake Subdivision, which was recorded on November 12, 1993, in Deed Book 7771, Page 486, et seq., Cobb County, Georgia records and rerecorded in Deed Book 9378, Page 112 et. seq., Cobb County, Georgia records; and

WHEREAS, the Declaration was further amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Autumn Lake Subdivision, which was recorded on April 24, 2006 in Deed Book 14319, Page 1003, et seq., Cobb County, Georgia records, which Amendment submitted the Autumn Lake Subdivision to the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, et seq.; and

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the ALHOA, INC., formerly known as Autumn Lake Homeowners Association, Inc. (“Association”), holding two-thirds (2/3) of the total eligible vote thereof; and

WHEREAS, Association members holding at least two-thirds (2/3) of the total eligible Association vote have approved this amendment by affirmative vote and/or written consent;

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

1.

Article III of the Declaration, *MEMBERSHIP AND VOTING RIGHTS*, is hereby amended by deleting that Article in its entirety and substituting therefor the following:

ARTICLE III

**MEMBERSHIP, VOTING RIGHTS AND
ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. **Membership.** Every Owner of a Lot is subject to this Declaration and shall automatically be a member in the Association. Membership shall not include persons or entities who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons or entities, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Lot.

Section 2. **Voting.** Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) person or entity holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Association Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one (1) Owner of a Lot attempts to cast it.

Section 3. **Annexation of Additional Property.** Additional Lots not previously submitted to the Autumn Lake Subdivision may be annexed to the Property upon the written consent of the owner of the annexed Lot and the approval of the Board of Directors. Such annexation shall be effective upon recording in the Cobb County, Georgia land records the owner's consent to submit his or her Lot to the Declaration, which consent shall be executed by the Association's President and Secretary, and the owner's payment of an initiation fee, the amount which may be established by the Board from time to time. This initiation fee shall be an individual assessment against the Lot in accordance with Article IV, Section 3 of this Declaration. In addition, the Owner of any Lot annexed shall be responsible for the pro-rated annual assessment for the year in which the annexation shall become effective and based on the effective date of the consent, and the Owner shall be responsible for the full annual assessment for each year thereafter in accordance with Article IV hereof. In the event of any such annexation, the total votes outstanding in the Association shall automatically increase based on the number of Lots added to the Property.

Additional Common Area also may be annexed to the Property with the affirmative vote of two-thirds (2/3) of the members voting at a duly called meeting with a quorum present or by the same member vote without a meeting in accordance with the By-Laws.

2.

Article VI, Section (a) of the Declaration, Covenants and Restrictions, is hereby amended by deleting Section (a) in its entirety and substituting therefor the following:

(a) **Residential Use.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Property who do not reside in the Property or door to door solicitation of residents of the Property (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of the Common Area facilities or Association services.

The terms “business” and “trade,” as used in this provision, shall be construed to 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 provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

3.

Article VI, Section (h) of the Declaration, Covenants and Restrictions, is hereby amended by deleting Section (h) in its entirety and substituting therefor the following:

(h) **Animals and Pets.** No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any portion of the Property, with the exception of dogs, cats, or other generally recognized common household pets in a reasonable number, as determined in the sole discretion of the Board of Directors. Pets shall not be allowed to roam free within the Property. Dogs must be kept on a leash and be under the control of a responsible Person at all times while on the Common Area; provided, however, dogs need not be leashed within fenced or secured area. All Owners and Occupants keeping pets within the Property shall comply with all applicable governmental ordinances and regulations.

Animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept in the Property at any time. The Board may require that any pet that, in the Board's

opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance to the Owners or Occupants or to the owner of any property located adjacent to the Property, may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose.

Without prejudice to the Board's right to request the removal of any animals, the Board may prohibit a household pet that has caused damage or injury from being walked in the Property. Animal control authorities shall be permitted to enter the Property to patrol and remove pets that are not being kept in accordance with applicable local laws. Pets shall be registered, licensed, and inoculated as required by law.

Any Owner or Occupant who keeps or maintains any pet shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

4.

Article VI, Section (q) of the Declaration, *Covenants and Restrictions*, is hereby amended by deleting Section (q) in its entirety and substituting therefor the following:

(q) **Commercial Vehicles.** No eighteen-wheel trucks or the cabs of these trucks, commercial panel trucks, commercial trucks with a load capacity in excess of one ton, vehicles used primarily for commercial purposes, or vehicles with commercial writings or equipment or tools on their exteriors shall be parked, kept, or stored within the Property, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Property. However, moving vans or service or delivery vehicles may be parked temporarily in the Property for such period of time as is reasonably necessary to provide each service, but no such vehicle shall remain parked overnight without prior written Board consent.

5.

Article VI, Section (v) of the Declaration, *Covenants and Restrictions*, is hereby amended by deleting Section (v) in its entirety and substituting therefor the following:

(v) **Signs.** Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by the Board of Directors or ACC, no signs, advertising posters, "For Sale," "For Rent" and other similar signs, flyers, political placards or billboards of any kind shall be erected or placed by an Owner, Occupant or other Person, or permitted to remain on the Property without the prior written consent of the Board or its designee. However, Owners and Occupants may erect or place on a Lot the following: (a) such signs as may be required by legal proceedings; (b) one (1) professional security sign not to exceed four inches (4") by four inches (4") in size may be displayed from within a Lot; (c) one (1) professionally lettered "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed from within the Lot offered for sale; (d) one (1) political campaign sign not to exceed two feet (2') by two feet (2') for such time periods as established acceptable by the ACC;

and (e) such additional signs, if any, as may be permitted by the ACC in the written architectural standards. No advertising, directional, or vendor signs shall be permitted within the Property. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board shall also have the authority to adopt regulations permitting temporary signs on Lots announcing birthdays, graduations or other events for limited periods of time.

6.

Article VI, Section (w) of the Declaration, *Covenants and Restrictions*, is hereby amended by deleting Section (w) in its entirety and substituting therefor the following:

(w) **Antennas and Satellite Dishes.** Except as provided below, no satellite dish, 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 on any portion of the Property; provided, however, that the Association shall have the right to erect, construct, and maintain such devices. The following shall apply to all Owners:

(a) No transmission antenna of any kind may be erected anywhere on the Property without written approval of the Board of Directors or the ACC.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed, or maintained upon the Property.

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time. Such satellite dishes and antennas must be installed in the least visible location and removed from the Lot when service is no longer active.

In the event of a transfer of a Lot that includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws, and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

7.

Article VI of the Declaration, *Covenants and Restrictions*, is hereby amended by adding to the end thereof the following Section (gg):

(gg) **Exterior Dwelling Siding.** Any siding material installed on the exterior of a dwelling must be approved prior to installation by the ACC in accordance with Article V of this Declaration. Vinyl and aluminum siding are prohibited.

8.

Article VII, Section 4 of the Declaration, *Annexation*, is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 4. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY IN THE PROPERTY. HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY FOR THE PROPERTY. FURTHERMORE, THE ASSOCIATION DOES NOT REPRESENT THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS NOR DOES THE ASSOCIATION REPRESENT THAT CRIMINAL ACTS WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY, AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY 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 INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

9.

Article VII, Section 5 of the Declaration, *FHA/VA Approval*, is hereby amended by deleting that Section in its entirety.

10.

The Declaration is hereby amended by adding to the end thereof the following new Article VIII, *LEASING RESTRICTIONS*.

ARTICLE VIII

LEASING RESTRICTIONS

In order to protect the equity of the individual Lot Owners in the Autumn Lake Subdivision and to carry out the purpose for which the Property was formed by preserving the character of the Property as a homogenous residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Article. Except as provided herein, leasing of Lots is prohibited.

Section 1. Definitions.

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

(b) “Grandfathered Owner” means each of the 17 Lot Owners listed in Exhibit “A,” attached hereto and incorporated herein by this reference, who are lawfully leasing their Lots as of the Effective Date, and any additional Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date who, within thirty (30) days of the Effective Date, provides the Board with a copy of the lease in effect on the Effective Date, receipt by the Board of which is confirmed by the Board in writing. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner’s spouse), or (2) the date the Grandfathered Owner is shown on the Association’s books and records to be more than sixty (60) days past due in the payment of any assessment or charge, or (3) the date the Grandfathered Owner occupies the Grandfathered Lot as his or her primary residence. Upon any such event, the Lot shall automatically lose grandfathering hereunder and shall be subject to Section 2 below.

(c) “Grandfathered Lot” means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

(d) “Leasing” shall mean the occupancy of a Lot by any person(s) other than: (1) any Owner that is a natural person, or a parent, child or spouse of such Owner (collectively referred to as “Authorized Occupant”); (2) an Authorized Corporate Occupant (as defined herein below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence, provided that the Authorized Occupant or Authorized Corporate Occupant can establish to the Board use of the Lot as his or her primary residence in accordance with any Board adopted standards for what is considered use of a Lot as a primary residence. Leasing shall be deemed to include a lease purchase agreement, whereby a tenant occupies a Lot before the purchase of a Lot.

An “Authorized Corporate Occupant” shall be a controlling officer, director, shareholder or member of an Owner that is a corporation, with at least a majority interest in the corporation; a controlling manager or member of an Owner that is a limited liability company, with at least a majority interest in the limited liability company; a controlling partner of an Owner that is a partnership, with at least a majority interest in the partnership; or the controlling trustee of an Owner that is a trust; provided in all such circumstances, the Owner receives no rent or any other consideration for such occupancy, which consideration shall include, but not be limited to, the benefit of occupancy itself. The name of each Authorized Corporate Occupant and documentation establishing the Authorized Corporate Occupant’s position with the Owner shall be designated and provided in writing to the Board and may not be changed more frequently than once every 12 months without the Board’s written consent. A person’s designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

Section 2. Leasing Permit and Restriction. No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or (3) the Owner is not a Grandfathered Owner but has received a written hardship leasing permit from the Board as provided below.

Non-Grandfathered Owners who want to lease their Lots may do so only if they have applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit will allow an Owner to lease his or her Lot, provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner’s predecessor-in-title).

An Owner’s request for a Leasing Permit shall be approved if the number of current, outstanding permits issued plus Grandfathered Lots is no more than fifteen (15) of the Lots.

Leasing Permits and Hardship Leasing Permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Lot for one hundred twenty (120) consecutive days at any time after the issuance of a Leasing Permit.

If the number of current Leasing Permits issued and Grandfathered Lots is more than fifteen (15) of the Lots, then no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until that number falls below fifteen (15) of the Lots. 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 permit, if they so desire, when such number falls below fifteen (15) of the Lots. 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.

Section 3. Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. 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 Property 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.

A “hardship” as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within one (1) year from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value or for an amount sufficient to satisfy

the lien balance for any first priority mortgage covering the lot, after having made reasonable efforts to do so; (2) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

Section 4. Leasing Provisions. After the Effective Date, when leasing is permitted under this Article, including the renewal, extension, modification or other leasing by Grandfathered Owners, it shall be governed by the following provisions:

(a) **Notice.** At least ten (10) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(b) **General.** Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(c) **Liability for Assessments; Compliance.** Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) **Compliance with Declaration, Bylaws, and Rules and Regulations.** The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation. A lease not in compliance with this Article shall constitute a violation of the Declaration.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a Common Expense, subject to the provisions of this Declaration and the Bylaws.

If a Lot is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby 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 evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

(ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities.

(iii) Liability for Assessments. Upon entering a lease for a Lot, any lessee agrees to be personally obligated for the payment of all assessments and other charges that come due as a consequence of lessee's actions, including, but not limited to, actions which violate any provision of the Declaration, By-Laws, or the Association's rules and regulations. In addition, when an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and any other charges payable 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 provisions 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.

Section 5. Lease Administration Fee. The leasing of Lots in Autumn Lake creates administrative burdens for the Association, including, but not limited to, updating the

Association's records, issuing access control devices to the recreational facilities. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners, including the Grandfathered Owners, certain fees and expenses occasioned by and benefiting just those Owners. In accordance with those provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Owner who leases a Lot on or after the Effective Date will be required to pay the Association an Annual Lease Administration Fee in an amount determined by the Board, but not to the amount of the annual assessment in effect at the time the lease is entered. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 6. Lawn Service. To ensure appropriate maintenance of the Lot in accordance with the Declaration, and for the benefit of the Association, the Owner or Occupant of every Lot leased is required to maintain a professional lawn service during the entire term of the lease or occupancy relationship, including for Grandfathered Lots, unless such requirement is waived by the Board of Directors in writing. The professional lawn service company shall provide all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Lot, as is necessary to keep such lawn and landscaping maintained in a condition which meets the Community-Wide Standard. After the Effective Date, the executed lawn service contract must accompany an Owner's leasing request.

Section 7. Applicability of this Article. Notwithstanding the above, this Article shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Lot without first obtaining a permit in accordance with this Article, and any such Lot shall not be considered as being leased in determining the maximum number of Lots that may be leased in accordance with this Article.

IN WITNESS WHEREOF, the undersigned officers of ALHOA, Inc., hereby certify that this Amendment to Declaration was duly adopted by the requisite approval of the Association membership, with proper notices given.

This ____ day of _____, 20____.

Sworn to and subscribed before me **ASSOCIATION: ALHOA, INC.**

This ___ day of _____,
20__.

By: _____
President

Witness

Attest: _____
Secretary

Notary Public

[Notary Seal]

[Corporate Seal]

EXHIBIT “A”

GRANDFATHERED OWNERS

The following Owners of the following Lots shall be deemed Grandfathered Owners pursuant to Article VIII of the Declaration:

| | Parcel ID | Owner | Address |
|----|------------------|--|--|
| 1 | 16062800830 | Jie Zhang | 2105 Sandstone Court, Marietta, GA 30062 |
| 2 | 16062800110 | IH6 Property GA LP | 2119 Mainsail Drive, Marietta, GA 30062 |
| 3 | 16062800140 | Ali Souresrafil | 2131 Mainsail Drive, Marietta, GA 30062 |
| 4 | 16062800440 | Midland Trust Co. | 2211 Mainsail Drive, Marietta, GA 30062 |
| 5 | 16062800470 | Yong Zhi Kan | 2231 Mainsail Drive, Marietta, GA 30062 |
| 6 | 16062800490 | Ali Souresrafil | 2234 Mainsail Drive, Marietta, GA 30062 |
| 7 | 16062800200 | Kaveh E Rashidi-Yazd and Laura Rashidi- Yadz | 2245 Mainsail Court, Marietta, GA 30062 |
| 8 | 16062800220 | Ali Souresrafil | 2249 Mainsail Court, Marietta, GA 30062 |
| 9 | 16062700780 | American Homes 4 Rent | 2319 Clipper Lane, Marietta, GA 30062 |
| 10 | 16062700790 | Chengxiang Han | 2321 Clipper Lane, Marietta, GA 30062 |
| 11 | 16062700800 | Roberta Cork | 2323 Clipper Lane, Marietta, GA 30062 |
| 12 | 16062800610 | Jason C Novoselsky and Jennifer Deville | 2391 Catamaran Court, Marietta, GA 30062 |
| 13 | 16062800640 | American Homes 4 Rent | 2400 Catamaran Court, Marietta, GA 30062 |
| 14 | 16062800750 | Iris Jackson | 2494 Sandstone Place, Marietta, GA 30062 |
| 15 | 16062600890 | Hong Yi-Zhou | 2495 Sandstone Place, Marietta, GA 30062 |
| 16 | 16062800980 | Axsico | 2497 Sandstone Place, Marietta, GA 30062 |
| 17 | 16062801020 | Prabhu Packirisamy | 2506 Waterstone Way, Marietta, GA 30062 |
| 18 | 16062800730 | Ralph J Jr. and Beverly D Cimperman | 2515 Waterstone Way, Marietta, GA 30062 |
| 19 | 16059700750 | FREO Georgia LLC | 2536 Waterstone Way, Marietta, GA 30062 |
| 20 | 16059700600 | Glen and Rosemary Landsberg | 2543 Waterstone Way, Marietta, GA 30062 |
| 21 | 16059700610 | Michael and Courtney | 2545 Waterstone Way, Marietta, GA 30062 |

| | | V Judge | |
|----|-------------|-----------------------------------|---|
| 22 | 16059700650 | Soph Stone LLC | 2546 Waterstone Way, Marietta, GA 30062 |
| 23 | 16059700620 | Randall Pearson | 2547 Waterstone Way, Marietta, GA 30062 |
| 24 | 16059700630 | Adnan Mahmood | 2549 Waterstone Way, Marietta, GA 30062 |
| 25 | 16059700870 | Eddy Johnson | 2613 Watercrest Court, Marietta GA 30062 |
| 26 | 16059701000 | Luke W and Kendall S Deshotels | 2618 Watercrest Court, Marietta, GA 30062 |
| 27 | 16059700980 | Ali Souresrafil | 2624 Watercrest Court, Marietta, GA 30062 |
| 28 | 16059700530 | Ivonne Bolano | 2803 Waterstone Court, Marietta, GA 30062 |
| 29 | 16059700590 | Ali Souresrafil | 2804 Waterstone Court, Marietta, GA 30062 |
| 30 | 16059700550 | Jianyu Lui and Zhang Shaohong | 2807 Waterstone Court, Marietta, GA 30062 |