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CROSS REFERENCE: Deed Book: 33553
Page: 336

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD MILL**

WHEREAS, John Coward Homes Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Covenants, Conditions, and Restrictions for Oxford Mill, which was recorded on March 7, 1991 in Deed Book 14096, Page 155, *et seq.*, Fulton County, Georgia records; as amended by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oxford Mill, recorded November 15, 2002 in Deed Book 33553, Page 336, *et seq.*, aforesaid records, which amendment submitted the Community to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.* (as amended and/or supplemented from time to time, hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article 14, Section 14.3 of the Declaration, the Declaration may be amended affirmative vote or written consent of Owners of at least two-thirds (2/3) of the Lots;

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states that: (a) at least two-thirds (2/3) of Lot Owners agreed to the foregoing Amendment; (b) the consent of at least two-thirds (2/3) of Lot Owners was lawfully obtained; and (c) that any notices required under the Declaration, By-Laws and the Act were given;

NOW THEREFORE, the Association hereby adopts this Amendment to the Amended and Restated Declaration of Covenant, Conditions and Restrictions for Oxford Mill, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article 8, Section 8.3, entitled "Leases." in its entirety and replacing it with a new Article 8, Section 8.3 to read as follows:

8.3. LEASES

In order to protect the equity of the 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 development, 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 Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Lots is hereby prohibited.

No Owner may lease his or her Lot unless: (1) the Lot is a Grandfathered Lot, as defined herein; (2) the Owner has received a leasing permit, in writing, from the Board of Directors; or (3) the Owner has received a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below.

Any Lot, which is not a Grandfathered Lot, may be leased only if the Owner has applied for and received from the Board of Directors a leasing permit or a hardship leasing permit, as the case may be.

A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth in this Section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Lot and shall not be transferrable between Lots or subsequent Owners. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with this Amendment, the Declaration and By-Laws, in order to enforce the provisions of this Section.

(a) Definitions.

(i) Effective Date. The effective date shall be the date this Amendment is recorded in the land records.

(ii) Grandfathered Lot. Grandfathered Lot means any Lot as of the Effective Date. Grandfathered Lots may continue to be leased until title to said Lot is conveyed to any Person or entity other than the Person or entity holding record title as of the Effective Date, provided the tenant complies with all

regulations pertaining to the use of the Lot set forth in the Declaration and any amendments thereto, the By-Laws, the Design Standards and any rules and regulations of the Association. All Owners of Grandfathered Lots that are leasing on the Effective Date shall file a copy of the lease agreement in effect with the Board within thirty (30) days of the Effective Date.

(iii) Leasing. Leasing means regular, exclusive occupancy of a Lot by any person(s) other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an owner-occupant or (ii) occupancy by an Authorized Corporate Occupant as defined herein.

(iv) Corporate Owner. For purposes of this Section 8.3, Corporate Owner means a Lot Owner that is a corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, trust, or other organization recognized as a separate legally entitled under Georgia Law.

(v) Authorized Corporate Occupant. An Authorized Corporate Occupant is a natural person who is an officer, director, shareholder, member, employee, manager, partner, trustee, or beneficiary of the Corporate Owner and designated by the Corporate Owner to occupy its Lot. To qualify as an Authorized Corporate Occupant: (1) neither the Corporate Owner, nor any other interest holder in the Lot or in the Corporate Owner, may receive any rent or other consideration for such occupancy; (2) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Lot must perform a valid function or service for the Corporate Owner that is unrelated to the Lot or the Authorized Corporate Occupant's occupancy thereof; and (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Section, or the purposes thereof, as such is determined by the Board in its discretion.

(b) Corporate Occupancy. A Corporate Owner may apply to have a natural person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate Occupant's relationship with the Corporate Owner. The Board may require submission of additional information or Documents that the Board deems necessary, in its sole discretion, to determine whether the natural person proposed as an Authorized Corporate Occupant meets the requirements for an Authorized Corporate Occupant as defined herein. Information which may be requested by the Board may include, but not limited to, the Corporate Owner's organizational documents, books and records, and affidavits from the Corporate Owner's officers, directors, members and trustees.

Upon a determination that a natural person meets the requirements of this Article for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Corporate Owner designating the natural person as the Authorized Corporate Occupant of the Corporate Owner's Lot. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon such person ceasing to meet the definition of Authorized Corporate Occupant set forth herein. The Authorized Corporate Occupant shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

(c) Leasing Permits. Each Owner desiring to Lease a Lot shall submit a request for a leasing permit to the Board of Directors. The Board of Directors shall approve an Owner's application for a leasing permit and shall issue the same if 1) the leasing permit is for a Grandfathered Lot; or 2) fewer than four (4) of the Lots in the Community are leased and the Owner has occupied the Lot as his or her primary residence for a period of at least two (2) years immediately prior to the date of the issuance of the leasing permit.

If four (4) or more of the Lots are leased, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until the number of leased Lots falls below four (4). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit as long as the Owner has occupied the Lot as his or her primary residence for a period of at least two (2) years immediately prior to the date of the issuance of the leasing permit. When the number of leased Lots falls below four (4), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot, at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (i) the sale or transfer of a Lot to a third-party (excluding sales or transfers to an Owner's spouse or former spouse); (ii) the failure of an Owner to lease such Owner's Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (iii) the occupancy of the Lot by the Owner.

(d) Undue Hardship; Hardship Leasing Permits. Notwithstanding the provisions of subparagraph (b) above, if an Owner must lease his or her Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors, which include, but are not limited to: (i) the nature, degree and likely duration of the hardship; (ii) the number of hardship leasing permits which have been issued to other Owners; (iii) the Owner's ability to cure the hardship; and (v) whether previous hardship leasing permits have been issued to the Owner.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, the length of the lease being requested, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the lessee and the Owner's address other than at the Lot and other such information as the Board may reasonably require within seven (7) days after a lease has been signed by both parties.

Hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferrable to other Lot or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits shall be valid for a term not to exceed one (1) year or for such other duration as the Board reasonably determines is necessary to prevent undue hardship. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein.

Hardship leasing permits shall be 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 former spouse); (2) the failure of an Owner to lease his or her Lot within ninety (90) days of the permit having been issued; or (3) the failure of an Owner to have his or her Lot leased for any consecutive ninety (90) day period.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Section.

(e) Leasing Provisions. Such leasing as is permitted under this Section shall be governed by the following provisions and shall be applicable to Grandfathered Lots, Lots with leasing permits, and Lots with hardship leasing permits:

(i) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, By-Laws, and the rules and regulations and Design Standards of the Association, if any, and the lease shall provide that the

Owner has made available to the lessee copies of the Declaration, By-Laws, and the Association's rules and regulations and Design Standards.

(ii) Notice. At least fourteen (14) days prior to entering into the lease of a Unit, 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. 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, By-Laws and any rules and regulations and Design Standards adopted pursuant thereto.

Within fourteen (14) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (A) a copy of the fully executed lease agreement; (B) the name of the lessee and all other people occupying the Lot; (C) the phone number of the lessee; (D) the Owner's address and telephone number other than at the Lot; and (E) other such information as the Board may reasonably require.

(iii) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Section 8.3, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) or Occupant(s), and to impose fines in accordance with the Declaration and the By-Laws.

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:

(A) Compliance with Declaration, By-Laws and Rules and Regulations and Design Standards. Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations and Design Standards adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner agrees to cause all Occupants of the Owner's to comply with the Declaration, By-Laws, and the rules and regulations and Design Standards adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations and Design Standards adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, By-Laws, rules and regulations or the Design Standards for which a fine is imposed, notice of the violation shall be given to the Owner

and/or the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the 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 Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, By-Laws, rules and regulations or Design Standards adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under 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 delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, By-Laws, Design Standards, or rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the Occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the Occupant(s). In the event the Association proceeds to evict the lessee and/or the Occupant(s) of a Lot, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Lot.

(B) Liability for Assessments; Assignment of Rent.

Lessee agrees to be personally obligated for the payment of all annual and special assessments against the Owner which become due during the term of the lease and any other period of occupancy by the lessee of which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Act, the Declaration, the By-Laws, the Design Standards or the rules and regulations adopted pursuant thereto. 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.

If an Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge owed to the Association 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 of Directors, lessee shall pay to the Association all unpaid annual, special and specific assessments and 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 of Director'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

of Director'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 such Owner would otherwise be responsible.

(C) Right to Common Property. 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 Property.

(D) Tenant or Renter's Insurance. During all times that a Lot is leased, as provided herein, the Occupant or Owner shall purchase and maintain customary renter's insurance, or similar insurance, in amounts sufficient to cover all personal property kept in or brought onto the Lot. The Owner or Occupant shall provide the Association with a certificate of such coverage upon request.

(f) Transient Rentals. Under no circumstances shall a Lot be leased, rented, used, advertised, listed, or otherwise offered for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar rental services. The Association may assess fines for violations of this subsection in an amount up to the greater of the highest nightly rate at which such Lot is offered for use or Five Hundred Dollars (\$500.00) per day that the Lot is used for transient rental.

(g) Exemptions. This Section shall not apply to any leasing transaction entered into by the Association or an institutional holder of any first Mortgage on a Unit who becomes the owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such first mortgage.

2.

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

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against the current Owner of any Lot subject to the Declaration.

4.

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

[SIGNATURES ON FOLLOWING PAGE]

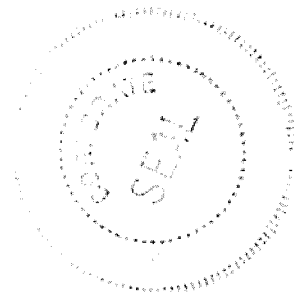
IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION: OXFORD MILL HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: Nicole Schreck
Print Name: Nicole Schreck
President

Attest: Beneedy Jackson
Print Name: Beneedy Jackson
Secretary

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Witness

Gloria Kubik
Notary Public

My Commission Expires: 10/24/2028

[AFFIX NOTARY SEAL]



EXHIBIT "A"

Sworn Statement of the President of
Oxford Mill Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF FULTON

Re: Oxford Mill Homeowners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Oxford Mill Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oxford Mill was approved by Agreement of the Owners of at least two-thirds (2/3) of the Lots as provided by law and Article 14, Section 14.3 of the Declaration, which approval was lawfully obtained.
4. Any notices required by the Declaration, By-Laws and the Act were properly given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the 2nd day of February, 2025.

By: Nicole Schreck
Print Name: Nicole Schreck

Sworn to and subscribed before me
this 2nd day of Feb, 2025.

Gloria Kubik
Notary Public

My Commission Expires: 10/24/2028

[AFFIX NOTARY SEAL]

