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CHÉ ALEXANDER
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One Alliance Center, Suite 1650
3500 Lenox Road
Atlanta, Georgia 30326

STATE OF GEORGIA

COUNTY OF FULTON

CROSS REFERENCE: Deed Book 44361 Page 284

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAYDENS WALK

WHEREAS, on January 18, 2007, the Haydens Walk Homeowners' Association, Inc. (hereafter referred to as "Association") executed that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Haydens Walk, recorded on January 29, 2007 in Deed Book 44361, Page 284 of the Fulton County, Georgia land records, as amended (hereafter referred to as "Declaration"); and

WHEREAS, the Declaration submitted the Haydens Walk Community to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. (the "Act"); and

WHEREAS, Article IX, Section 9.02(c) of the Declaration provides for amendment of the Declaration by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of thereof; and

WHEREAS, Association members holding at least sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association have approved the following First Amendment to the Declaration; and

WHEREAS, for purposes of this First Amendment, the effective date shall mean the date this First Amendment takes effect as of its recording in the Fulton County, Georgia land records (hereafter referred to as the "Effective Date"); and

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

1.

Article VI, Section 6.22, "*Leasing of Lots,*" of the Declaration is hereby amended by deleting Section 6.22 in its entirety.

2.

The Declaration is hereby amended by adding to the end thereof the following new Article XIII, "*LEASING AND OCCUPANCY*."

ARTICLE XIII

LEASING AND OCCUPANCY

13.1. Definition of "Owner" for Purposes of Article XIII. For the limited purposes of this Article XIII only, the definition of "Owner" under this Article XIII shall include all Lot Owners, but shall not include any record holder of an interest in title to a Lot that is twenty-five percent (25%) or less, unless all title interests in the Lot are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors by sworn affidavits and competent evidence (and in addition to the title documents filed in the Fulton County land records or with other governmental agencies or departments) that the distribution of title interests in the Lot: (1) is a bona fide fee simple transfer for value, (2) is otherwise in good faith, and (3) is not intended to avoid a violation of the requirements of this Article XIII or of any other provision of, or the purposes of, the Governing Documents, as such is determined by the Board in its discretion. The record holders of all the title interests in the Lot shall have the burden of proof and it shall be presumed that a holder of a title interest of 25% or less is not an "Owner" for the purposes of this Article XIII. In its sole discretion, the Board may require submission of additional information to evaluate a transfer transaction and aid its determination under this Section.

This modification to the definition of "Owner" shall not be construed to affect the validity of any transfer of title to, or ownership of, a Lot (as ownership may otherwise be defined by law), it being the intent of this Article XIII to only regulate and restrict the occupancy of Residences to bona fide Owners and the others allowed herein. Further, this modification to the definition of "Owner" shall not be construed to exempt any record holder of an interest in title to a Lot who is otherwise an "Owner" pursuant to the Georgia Property Owners' Association Act ("Act") or the terms of this Declaration, regardless of their respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of the Act or this Declaration other than this Article XIII, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

13.2. Other Definitions.

(a) "Authorized Occupant" shall mean the Owner, or when the Owner is a natural person, the legal spouse of the Owner, parent or parent-in-law, grandparent or grandparent-in-law, an Owner's child or grandchild.

(b) "Corporate Occupancy" shall refer to the occupancy of a Lot and its Residence if an Owner of the Lot of such Residence is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural Person. In this occupancy situation, such Owner's Residence may only be Occupied by a natural Person designated by the Board in writing as meeting the requirements set forth in this Article XIII, Section 13.2 (the "Authorized Corporate Occupant").

(i) **Definition.** An Authorized Corporate Occupant shall only be an officer, director, shareholder, member, or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided that to qualify as an Authorized Corporate Occupant: (i) neither the Owner, nor any other interest holder in the Lot or in the Owner, may receive any rent or other consideration for such Occupancy; (ii) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Lot must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Lot or the Authorized Corporate Occupant's occupancy thereof; and (iii) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Article XIII of the Declaration, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural Person proposed by the Owner as the Authorized Corporate Occupant of its Lot is not: (i) the only officer of or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (ii) at least a fifty percent (50%) member of an Owner that is a limited liability company; (iii) at least a fifty percent (50%) member of an Owner that is a partnership; or (iv) at least a fifty percent (50%) beneficiary of an Owner that is a trust, then it shall be presumed that the designation of such natural Person is not in good faith and that the natural Person does not fit within the definition of Authorized Corporate Occupant hereunder. To overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural Person as the Lot's Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of this Article XIII, or the purposes hereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) **Designation.** An Owner, who is not a natural Person, 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 Owner. The Board may require submission of additional true and accurate information 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 Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but is not limited to, the Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members, and trustees.

Upon a determination that a natural Person meets the requirements of this Article XIII for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural Person as the Authorized Corporate Occupant of 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 designated Person to Occupy a Residence shall not be changed more

frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

(c) "Governing Documents" shall mean the Association's Declaration, Bylaws, Articles of Incorporation, plats, floor plans and any rules and regulations established by the Board of Directors pursuant to this Declaration, all as may be amended from time to time.

(d) "Guest" shall mean a natural Person who (a) is specifically invited by an Owner to Occupy a Residence and (b) who does not pay the Owner either directly or indirectly any fee, service charge, or any other consideration in exchange for his or her Occupancy and (c) who does not Occupy the Residence for more than ninety (90) days in a year. Any Person Occupying a Lot or its Residence through use of a Rental Online Marketplace shall not be considered a Guest hereunder.

(e) "Leasing," to "Lease," and "Leased" for the purposes of this Declaration means the Occupancy of a Lot and its Residence by any Person(s) other than (1) an Authorized Occupant; (2) an Authorized Corporate Occupant; or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant. Leasing of Lots is allowed only by (1) an Owner who has received a Leasing Permit as provided below; (2) an Owner who has received a Hardship Leasing Permit as provided below; or (3) the Association. A Person Leasing a Lot and its Residence shall be referred to herein as a Lessee.

(f) "Occupant" means any Person who stays or remains on a Lot or in a Residence overnight. The terms "Occupy," "Occupancy," and "Occupied" shall each refer to the situation when a Person, natural or otherwise, stays or remains in on a Lot or in a Residence overnight. By way of example, but not in limitation, a Person who is permitted access to a Lot and its Residence using the services of a Rental Online Marketplace is considered an Occupant and such use of the Lot and Residence is considered Leasing which is prohibited under Article XIII of this Declaration.

(g) "Rental Online Marketplace" means any accommodation-sharing website or online platform through which a Lot or Residence is marketed or offered for transient and/or short-term rental or Occupancy. The term Rental Online Marketplace specifically includes, but is not limited to, the websites and platforms known as "Airbnb," "Vrbo," "FlipKey," and "CouchSurfing," and any other website, platform, or service utilized for Leasing a Lot or its Residence.

(h) "Roommate" shall be defined as any Person who occupies a Residence as his/her primary residence pursuant to a written agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such Person will Occupy the entirety of the Residence for a period of at least eight-six (86) out of one hundred (100) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also resides in the Residence as his or her primary residence. Notwithstanding the presence of an Owner, a Person shall not be considered a Roommate when that Person's access to the Lot or Residence is arranged through the services of a Rental Online Marketplace.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine the length for which the Authorized Occupant or Authorized Corporate Occupant has Occupied a Residence and whether

such Occupancy qualifies as the primary residence and whether a Person identified as an Authorized Occupant, Roommate, or Guest meets the requirements set forth hereunder, including, but not limited to, requesting copies of the written Roommate Agreement.

13.3. Number of Occupants Allowed. No more than two (2) Occupants per bedroom are permitted in a Residence at any time, as such bedrooms are depicted on the original survey and floor plans for the homes in Haydens Walk Community filed in the Fulton County, Georgia records and/or approved by the applicable governmental agency. The Board, in its sole discretion, may establish rules permitting temporary exceptions to the limitation on the number of Occupants established herein for periodic overnight Guests. Upon written application and as required by the Fair Housing Acts, the Board of Directors shall grant variances to this restriction to comply with the Fair Housing Acts.

13.4. Leasing Restriction and Cap. For the express purpose of preserving the character of the Haydens Walk Community as a community of predominantly owner-occupied Lots and to comply with any eligibility requirements for financing in the secondary mortgage market, the Leasing of Lots and Residences in Haydens Walk Community is restricted in accordance with this Article XIII. Except as provided in this Article XIII, Leasing of Lots and Residences is prohibited. All Leasing activity in the Property must strictly comply with the requirements of this Article XIII. Leasing shall be limited to not more than two (2) Lots (hereafter referred to as the "Leasing Cap").

No Lot and its Residence is eligible for Leasing until after it the Residence is Occupied by the Owner for a period of thirty-six (36) consecutive months except upon issuance of a Hardship Leasing Permit.

13.5. Leasing Permits. Owners desiring to Lease their Lots and Residences may do so only if they have applied for and received from the Association either a "Leasing Permit" or a "Hardship Leasing Permit," as set forth in this Article XIII. The Association shall have the authority to establish conditions as to the duration and use of both Leasing Permits and Hardship Leasing Permits for the Lots consistent with this Article XIII.

All Leasing Permits and Hardship Leasing Permits shall be valid only for a specific Owner and Lot and shall not be transferrable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title). Only once an Owner is issued a Leasing Permit or Hardship Permit may the Owner Lease his or her Lot provided such Leasing is in strict accordance with the terms of the permit and this Article XIII.

An Owner's request for a Leasing Permit for his or her Lot shall be approved if the total number of outstanding Leasing Permits is less than the Leasing Cap; provided, however, a Leasing Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than thirty (30) days past due in the payment of any assessments, fines, or charge owed to the Association or if the Owner or the Owner's Occupants or permittees are in violation of the Governing Documents.

The Association shall notify all Owners in Haydens Walk Community in writing when the Leasing Cap is reached. Thereafter, the Association shall be required to create and maintain a Waiting List, as set forth in Article XIII, Section 6 below, of Owners who have submitted a request for a Leasing Permit in the order in which the requests are received. If the total number of current, outstanding Leasing Permits is greater than two (2) Lots, an Owner must wait to Lease his or her Lot until a Leasing Permit becomes available.

13.6. Waiting List Administration. Owners shall be placed on a Waiting List, as defined herein, to Lease their Lots in the same priority as such requests were received by the Board of Directors. Upon the expiration of any lease agreement in Haydens Walk Community, the Lot Owner with the highest priority on the Waiting List shall then be notified of his or her entitlement to Lease his or her Lot upon the conditions and terms hereof. If the Owner does not submit a proposed lease agreement for the Lot to the Board within thirty (30) days from the Board's notice of the right to Lease, then the Lot Owner with the next highest priority shall be permitted to Lease his or her Lot. This process shall continue until the Waiting List has been exhausted. If a Lot cannot be Leased after the exhaustion of all Owners on the Waiting List, then the Owner whose Leasing Permit expired causing the opening shall be permitted to re-lease and granted a new Leasing Permit if desired.

An Owner who has been placed on the Waiting List for a Leasing Permit may not transfer or assign his, her or its position on the Waiting List. The Board may remove an Owner from the Waiting List if the Owner is more than thirty (30) days past due in the payment of any assessments, fines, or other charges owed to the Association or if the Owner or the Owner's Occupants or permittees are in violation of the Governing Documents.

13.7. Uniform Charge. The Board of Directors shall have the authority in accordance with O.C.G.A. § 44-3-225(a) and Article IV, Section 4.04(b) of the Declaration to levy common expenses benefitting less than all the Lots where the benefit received for the services and items is uniform among the benefitted Lots. By way of illustration and not limitation, services and items which may be uniformly charged are those: (a) associated with the sale, Leasing and Occupancy of a Residence, including but not limited to updating records, processing forms, issuing parking passes and registrations, providing copies of documents, providing information for and/or completing lender forms, move-in/move-out fees, maintaining a list of Leasing Permits, Hardship Leasing Permits, and a Leasing Wait List. These charges shall be called a "Uniform Charge" and, unless otherwise provided by the Board, all Uniform Charges must be paid before the Association is required to provide the service or item.

In particular, the Board of Directors shall have the power to impose a Uniform Charge on all Lots (1) issued a Leasing Permit or Hardship Leasing Permit; or (2) appearing on the Waiting List. The written notice of eligibility for a Leasing Permit, given to an Owner on the Waiting List, or given to an Owner requesting a Hardship Leasing Permit shall state the amount of the Uniform Charge then in effect for each category. No Leasing Permit or Hardship Leasing Permit will be issued unless the Uniform Charge is paid in full on or before the date the lease agreement is submitted. A Lot shall be stricken from the Waiting List if the Uniform Charge is not paid within thirty (30) days of the due date.

The Uniform Charge shall be imposed on a calendar year basis, with the amount due prorated for the Leasing Permits issued during a year or for Lots added to the Waiting List during a year. The Uniform Charges imposed in this Section are non-refundable in whole or in part. The Board of Directors shall be authorized to assign to a Community Association Manager the right to collect a Uniform Charge directly from a Lot Owner when the item or service is performed by a Community Association Manager and is not included in the contract of services paid by the Association.

13.8 Term of Leasing Permits. Leasing Permits shall be effective for no more than two (2) years and shall automatically expire at the end of two (2) years from the date of issuance. When a Leasing Permit expires, the Owner may request a new Leasing Permit if the Leasing Cap is not met, or the Owner may apply for a Hardship Leasing Permit pursuant to the provisions in this Article XIII, Section 13.9 If a Leasing Permit is not available or the Hardship Leasing Permit is denied, then the Owner may no longer Lease the Lot and will be placed at the end of the Waiting List.

13.9 Hardship Leasing. If the inability to Lease will result in an undue hardship to an Owner, such Owner may apply to the Board of Directors for a Hardship Leasing Permit. Such a permit, upon its issuance, shall allow an Owner to Lease his, her or its Lot provided that such Leasing is in accordance with the terms of the Hardship Leasing Permit and this Declaration.

The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship; (ii) the harm, if any, which will result to the Property if the Hardship Leasing Permit is approved; (iii) the Owner's ability to cure the hardship; (iv) the Owner's involvement in causing the hardship; and (v) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein may include, but not be limited to, the following examples: (i) an Owner must relocate his or her residence more than 50 miles outside of the City of Johns Creek, Georgia and cannot, within one hundred twenty (120) days from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) the Owner takes a temporary leave of absence, or otherwise temporarily relocates, for a period of one (1) year or less, outside of the City of Johns Creek, Georgia or the Atlanta metropolitan area and intends to return to reside in the Residence on the Lot. To be considered for a hardship under the first example listed in this Section, an Owner must submit an appraisal of the Lot and its Residence from a professional real estate appraiser, licensed by the Georgia Real Estate Commission & Appraisers Board, dated within thirty (30) days of the date of the Owner's hardship application.

The Board of Directors shall have the authority to establish conditions as to the application for, duration and use of Hardship Leasing Permits consistent with this Article XIII, Section 13.9 Hardship Leasing Permits shall not be transferable between either Lots or Owners. Hardship

Leasing Permits shall be valid for a term not to exceed one (1) year and shall automatically expire at the conclusion of such one-year term. At the expiration of a Hardship Leasing Permit's one year term, the Owner may apply for an additional Hardship Leasing Permit if the circumstances warrant. 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.

Notwithstanding anything to the contrary herein, any Owner who owes the Association any delinquent assessments, fines, or other charges shall be ineligible to receive a Hardship Permit.

13.10 Revocation of Permits. Leasing Permits and Hardship Leasing Permits shall be automatically revoked upon: (1) the sale, transfer or conveyance of ownership or record title interest of the Lot to a third party (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Lot (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) and a bona fide Lessee Occupying the Residence as his or her primary residence for ninety (90) consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Residence by the Owner; or (4) the occurrence of the date referenced in a written notification by the Owner to the Board of Directors that the Owner will, as of said date, no longer need the Leasing Permit or Hardship Leasing Permit.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Permit or Hardship Leasing Permit upon the following occurrences: (i) when an Owner fails to pay all delinquent assessments, fines, or other charges, including any Uniform Charge, owed to the Association within ten (10) days after the Association sends a written notice to the Owner stating that the Owner is more than thirty (30) days delinquent and that the Leasing Permit or Hardship Leasing Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; (ii) when an Owner fails to provide a Local Contact Person and/or Local Contact Person Information, as required in this Article XIII, within ten (10) days after the Association sends a written notice to the Owner stating that the Owner has failed to comply and provide such information and that the Leasing Permit or Hardship Leasing Permit shall be revoked unless the Owner complies and provides the required information showing compliance within ten (10) days after the Association sends the written notice; or (iii) if the Owner or the Owner's Occupants or permittees violate the Governing Documents in a non-monetary manner (this shall specifically include the failure to keep up the Lot and its Residence in compliance with the Community-Wide Standard and failure of the Owner's Local Contact Person to comply with the criteria set forth hereinbelow; provided, however, the Board shall first provide written notice to the Owner and provide the Owner with a right to request a hearing by providing a written request for a hearing before the Board within ten (10) days of the Board's sending of its written notice of intention to revoke the Owner's Leasing Permit or Hardship Leasing Permit. The Leasing Permit or Hardship Leasing Permit shall be revoked for such non-monetary violation if the Board so determines after a hearing, or upon the last day of the Owner's right to request a hearing if the Owner fails to request a hearing.

A Hardship Leasing Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for an additional Hardship Leasing Permit at the expiration or revocation of a previous one.

13.11 Short-Term Occupancy Prohibited.

(a) General. No Lot or Residence, or any part thereof, shall be Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as "any Occupancy of a Lor or its Residence by any Person other than an Authorized Occupant or Authorized Corporate Occupant for a period of less than thirty (30) consecutive days, except as expressly permitted herein for Guests." For purposes of clarification, the Occupancy of a Lor or its Residence by any Person for any period of time arranged through use of a Rental Online Marketplace is considered transient purposes and is prohibited.

In addition to all other enforcement remedies provided under this Declaration and applicable law, the enforcement actions available to the Board for violations of this Article XIII, Section 13.11 include but are not limited to: (1) the levying of daily fines against a violating Owner, Occupant, and/or Lot in an amount up to the greater of (i) the highest nightly rate at which such Lot is offered for Occupancy or (ii) Five Hundred Dollars ($500.00) per day that the Lot and its Residence is Occupied in violation of this Section; and/or (2) the filing of a lawsuit to enjoin the unauthorized Occupancy and require removal of any unauthorized Occupants. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific special assessment against the violating Owner and a lien against the Owner's Lot.

(b) Solicitation of Short-Term Occupancy Violations. It is a violation of this Article XIII, Section 13.11 for any Lot or its Residence to be advertised, listed, or otherwise offered on a Rental Online Marketplace as available for Occupancy. If this occurs, the Owner of such Lot shall be subject to fines levied by the Board in an amount up to the greater of: (i) the highest nightly rate at which such Lot is advertised, offered or listed for Occupancy that would violate this Section; or (ii) Five Hundred Dollars ($500.00) per day for each day that the Lot or its Residence is advertised, offered, or listed for Occupancy that would violate this Section. Any such fines levied hereunder shall be the Personal obligation of the Owner to pay and shall constitute a lien against the Lot until paid.

(c) Applicability of Fine Amounts. The limitation on daily fine amounts stated herein shall apply only to violations of this Article XIII, Section 13.11 and shall not operate as a limitation on fines for any other violations of this Article XIII or this Declaration.

13.12. General Leasing Provisions.

(a) Notice. All lease agreements shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease agreement. At least seven (7) days before entering into a lease agreement, the Owner shall provide the Board with: (1) a copy of the proposed lease agreement for the Board to review to insure compliance with the Governing Documents; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of the proposed Lessees and all other Occupants of the Residence; (3) the Owner's

primary residence address and phone number, e-mail address, work location and work phone number; and (4) the name and contact information of the Local Contact Person, if such has not already been provided; (5) complete vehicle registration for any vehicles to be brought into the Property by the Lessees; and (6) such other information required by the Board. The Owner must keep the Board of Directors informed in writing of the Owner's current mailing and e-mail address for notice at all times when such Owner's Lot is being Leased. Nothing herein gives the Board of Directors the right to approve or disapprove a proposed Lessee. Within 10 days after executing a lease agreement for a Lot, the Owner shall provide the Board of Directors with a copy of the executed lease agreement and any changes to the information required by this Section.

(b) Local Contact Person. As a condition of the issuance of a Leasing Permit or Hardship Leasing Permit hereunder, each Owner to whom a such permit is issued shall designate a local contact Person who has access and authority to assume management of the Leased Lot and take remedial measures while the Lot is being Leased (the "Local Contact Person"). Such Owner shall provide to the Board of Directors the Local Contact Person's name, e-mail address, phone number and physical address (the "Local Contact Person Information") within thirty (30) days of issuance of a Leasing Permit or Hardship Leasing Permit to the Owner. The Owner must inform the Board in writing of any change to the Local Contact Person or Local Contact Person Information at least seven (7) days prior to the change taking effect.

The Local Contact Person must meet all of the following requirements: (A) The Local Contact Person may not be a Lessee or Occupant of the Leased Lot for which they are serving as the Local Contact Person; (B) The Local Contact Person must be at least twenty-one (21) years of age; (C) There shall only be one (1) designated Local Contact Person per Leased Lot at any given time; (D) The Local Contact Person must maintain a primary business or home address within thirty (30) miles of the Lot; and (E) The Local Contact Person must be a natural Person. So long as the foregoing requirements are complied with, an Owner may designate himself, herself, or itself as the Local Contact Person.

The Local Contact Person shall be required to respond to a phone call or e-mail from a member of the Board of Directors, the Association's managing agent, or any Person acting at the direction of the Board within twelve (12) hours of such phone call or e-mail. Within twenty-four (24) hours of being requested to do so by the Board, the Association's managing agent, or any Person acting at the direction of the Board, the Local Contact Person shall physically appear at the Lot to address any non-emergency violation of the Governing Documents. The Local Contact Person shall physically appear at the Lot within one (1) hour after being notified by the Board of Directors, the Association's managing agent, or any Person acting at the direction of the Board of any disturbance, complaint or violation of the Governing Documents requiring, in the Board's discretion, the immediate remedy or abatement regarding the condition, operation, or conduct of Occupants of the Leased Lot. The Board of Directors may, in its discretion, publish or otherwise provide the Local Contact Person and Local Contact Person Information to other members and residents in the Property, as well as law enforcement and government officials, so that they may contact the Local Contact Person directly concerning the Lot and its Occupants.

Failure to appoint a Local Contact Person, provide Local Contact Person Information and/or failure of the Local Contact Person to comply with the requirements set forth in this Section shall be grounds for revocation of the Leasing Permit or Hardship Leasing Permit.

(c) Required Terms of Lease. Lots may be Leased only in their entirety; no rooms, portions, or fractions of Lots may be Leased without prior written approval of the Board of Directors. There shall be no subleasing of Lots or assignment of lease agreements without prior written approval from the Board. All lease agreements must be for a term of not less one (1) year and no more than two (2) years, except with written approval of the Board; however, in no circumstances will any Lease or rental of a Lot for a period less than thirty (30) days be approved by the Board of Directors. Month-to-month extensions of existing lease agreements are not permitted without prior written Board approval.

All lease agreements for a Lot and its Residence shall include an acknowledgement by the Lessee that he, she, or it has received and reviewed the Governing Documents and a covenant by the Lessee to comply with the terms of the Governing Documents. Any lease agreement for a Lot shall also be required to contain or incorporate by reference the terms set forth in this Article XIII of the Declaration. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the lease agreement by the existence of this covenant, and the Lessee, by Occupancy of the Residence, agrees to the applicability of this covenant and incorporation of the above-referenced language into the lease agreement. The Owner must provide the Lessee copies of the Governing Documents.

13.13. Mandatory Lease Provisions. Regardless of whether or not a lease agreement was approved by the Board of Directors and regardless of whether or not the Owner Leasing is authorized by the Board, any lease agreement for a Lot shall be required to contain or incorporate by reference the terms set forth in this Section below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the lease agreement and each Lessee of a Lot, by the existence of this covenant and Occupancy of the Residence, agrees to the applicability of this covenant and incorporation of the following language into the lease agreement:

(a) Compliance with Governing Documents. All terms defined in this Declaration are incorporated into each lease agreement for every Lot being Leased. All Lessees and Occupants shall comply with all provisions of the Governing Documents and shall control the conduct of all other Occupants and Guests of the Occupied Residence to ensure such compliance. The Owner shall cause all Occupants of his, her or its Lot to comply with the Governing Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the Lessee, or a Person living with the Lessee, violates the Governing Documents or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner or the Lessee, and such fine may be assessed against either the Owner or Lessee, at the Board's option. If the Board determines to first assess the fine to the Lessee, and the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine.

If a Lot is Leased or Occupied in violation of the Governing Documents, or if the Owner, Lessee, any Occupant, invitee, or any Guest violates same, such violation shall be deemed to be a default under the terms of any Lease or Occupancy agreement for the Lot and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the Lease and/or Occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon fifteen (15) days' notice, notwithstanding any notice requirement in the Lease or Occupancy terms. Once the Association invokes its right to terminate the Lease or Occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(b) Use of Recreational Facilities. The Owner transfers and assigns to the Lessee, for the term of the lease agreement, all rights and privileges the Owner has to use the Common Property recreational and social facilities, amenities, and all other Common Property.

(c) Liability for Assessments. When an Owner who is Leasing his, her or its Lot fails to pay any annual, special, or specific assessment or any other charge due 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 to the Association. Upon request by the Board, the Owner's Lessee shall pay to the Association all unpaid annual, special, and/or specific assessments and other charges payable during and prior to the term of the lease agreement and any other period of Occupancy by Lessee. However, Lessee shall not be required to 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 the Owner lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay and be obligated to the Association for 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 the Owner would otherwise be responsible.

13.14. Violations and Enforcement. If a Lot is Leased or Occupied in violation of this Article XIII or other provisions of the Governing Documents, including failure to obtain a Leasing Permit or Hardship Leasing Permit, or if the Owner, Occupant, Lessee, Lessee, permittee, or Guest violates the Governing Documents, such violation is deemed to be a default under the terms of any lease agreement or Occupancy of the Lot. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease agreement or Occupancy and to evict all Lessees and Occupants on behalf and for the benefit of the Owner, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Lessees and Occupants. Any costs and expenses incurred by the Association in enforcing any of the terms of this Article XIII or the Governing Documents, including but not limited to reasonable attorneys' fees actually incurred, shall be specifically assessed against the Lot and shall be the Personal obligation of the Owner and a lien against the Lot.

13.15. Applicability. Those Owners who obtained title to their Lot by recorded instrument, such instrument recorded prior to Effective Date of this First Amendment, and who, on the Effective Date were Leasing their Lots, as defined herein, may continue to Lease their Lots in accordance with the terms of the Declaration as it existed prior to the Effective Date; provided, however, that upon the termination, extension, renewal or modification of such Lease after the Effective Date, which shall include but not be limited to any term extension or renewal, including any monthly or month-to-month extensions or renewals, such Lot Owner shall be entitled to continue to Lease the Lot subject to the provisions of this Article XIII, notwithstanding the two (2) year Leasing Permit term and unless otherwise provided by the Act. However, upon any sale, transfer or other conveyance of the Lot, any purchaser, transferee, or any other grantee thereof shall be subject to the provisions of this Article XIII in its entirety as provided by the Act. Notwithstanding anything in this Article XIII to the contrary, only those Owners who were Leasing their Lot as of the Effective Date of this Declaration and who, within sixty (60) days of the Effective Date, provide to the Board a copy of the Lease in existence on the Effective Date and receive written confirmation from the Board that the Board acknowledges the Lot is Leasing as of the Effective Date, shall be considered to be Owners who are Leasing their Lots as of the Effective Date. Otherwise, all Owners who were not Leasing their Lots on the Effective Date of this Declaration are subject to the provisions of this Article XIII in its entirety.

Notwithstanding anything herein to the contrary, all Lots Leased shall count towards the Leasing Cap and all Owners, including those excepted from the Leasing Cap, shall be bound to all other provisions of this Article XIII, including the Short-Term Occupancy Prohibition.

This Article XIII shall not apply to any Leasing transaction entered into by the Association.

13.16. Use of Common Property. By the execution and submission to the Association of the lease agreement of any Lot and by Leasing the Lot, the Owner of such Lot hereby acknowledges the transfer and assignment to the Lessee, for the term of the lease agreement, any and all rights and privileges to use of the Common Property recreational and social facilities and all other Common Property.

3.

Except as stated herein, the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of Haydens Walk Homeowners' Association, Inc. hereby certify that this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Haydens Walk was duly adopted and lawfully obtained by the required majority approval of the Association Members pursuant to Article IX, Section 9.02(c) of the Declaration and the Act, with any required notices properly given.

This 12th day of January, 2024

HAYDENS WALK HOMEOWNERS' ASSOCIATION, INC.

By: _____(Seal)
President, Danny A Barber

Attest: _____(Seal)
Secretary, YOLANDA G HONORE'

[CORPORATE SEAL]

Sworn to and subscribed to before
me this 12 day of January, 2024

_____
Witness

_____
Notary Public

[NOTARY SEAL]

ALEXIS EASON NOTARY PUBLIC GEORGIA FULTON COUNTY EXPIRES January 1, 2028

CamScanner