



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

After recording, return to:
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Cross-reference to the following:

Deed Book 13592, pages 5919 through 5942, Cobb County, Georgia records
Deed Book 8701, pages 0466 through 0471, Cobb County, Georgia records
Deed Book 9344, pages 0435 through 0440, Cobb County, Georgia records
Deed Book 10554, pages 405 through 426, Cobb County, Georgia records
Deed Book 14040, pages 2371 through 2378, Cobb County, Georgia records

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS**

wait 24.

FOR EAGLE RIDGE SUBDIVISION

The Eagle Ridge Property Owners Association, Inc. (the "Association") makes this Amendment to its Declaration of Covenants, Restrictions and Easements, as amended at Deed Book 13592, pages 5919 through 5942 in the records of the Superior Court of Cobb County, Georgia ("Declaration") as to the parcels of land described in Exhibit A hereto:

WHEREAS, the Association is a nonprofit association organized under the Georgia Nonprofit Corporation Code, as amended from time to time, having been duly incorporated as such pursuant to Articles of Incorporation; and

WHEREAS, by the agreement of lot owners of lots to which at least two-thirds of the votes in the Association pertain, and by the vote of lot owners of lots to which at least two-thirds of the votes in the Association pertain in favor of this Amendment; and

WHEREAS, the Association desires to further promote the recreation, health, safety, welfare and common benefit and enjoyment of the owners of lots within the subdivision and to preserve the character of Eagle Ridge as predominantly owner-occupied and comply with the eligibility requirements for financing in the secondary mortgage market; and

WHEREAS, the Association does not desire to replace or supercede the other provisions of the Declaration except for those provided herein,

WHEREFORE, the Association amends the Declaration as follows, and does not replace or supercede any of the other provisions of the Declaration except those specifically enumerated herein, and incorporates the existing Declaration not superceded hereby as though fully set forth herein:

I

Section 3.6 of the Declaration is hereby replaced with the following:

3.6 LEASING

In order to preserve the character of Eagle Ridge as predominantly owner-occupied and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of homes shall be governed by the restrictions imposed by this paragraph. Except as provided herein, the leasing of homes shall be prohibited.

3.6.1 Definition. “Leasing” for purposes of this Declaration is defined as regular occupancy of a home by any person or persons other than the owner for a period of time of at least 30 days when the owner does not reside in the home for a majority of those thirty days and for which the owner receives any consideration or benefit, directly or indirectly, including, but not limited to, a fee, service, gratuity, or emolument. This provision is not intended to prohibit roommate arrangements (where the owner regularly lives in the premises with a person providing consideration for residing in the premises) or to consider the upkeep of the premises by persons other than the owner as consideration which would bring activities within these provisions.

3.6.2 General. Owners desiring to lease their home may do so only if they have applied for and received from the Board of Directors a “leasing permit” or a “hardship-leasing permit”. Such a permit upon its issuance will allow an owner to lease his home, provided that such leasing is in strict accordance with the terms of the permit and this paragraph. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific home. All persons leasing their property must keep a current address and telephone number on file with the Board. No transient tenants may be accommodated in a Lot.

3.6.3 Leasing Permits. An owner’s request for a leasing permit shall be approved if current outstanding leasing permits have not been issued for more than 15 homes. A leasing permit shall be automatically revoked upon happening of the following events: (1) the sale or transfer of a home to a third party (except sale or transfer to an owners spouse or person cohabiting with the owner); and/or (2) if the owner fails to lease his unit within a ninety (90) day period. Owners who have been denied a leasing permit

shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls below 15. 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.

3.6.4 Current Leases. Leases executed after the date on which this Declaration is recorded in the Cobb County, Georgia records are subject to the terms of this Section 3.6. Leases existing on the date which this Declaration is recorded in the Cobb County, Georgia records shall not be subject to the terms of Section 3.6; such leases may continue in accordance with the terms of the Original Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Section 3.6. An Owner of a Lot which is leased on the effective date of this Declaration shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Cobb County, Georgia records. Permits issued pursuant to this sub-section shall be counted as part of the fifteen total leasing permits allowed herein for purposes of approval or denial of future applications for leasing permits. If current leasing permits have been issued for more than 15 homes, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below 15.

3.6.5 Hardship Leasing Permits. If the failure to lease will result in a hardship the owner may seek to lease on a hardship basis by applying to the Board of Directors. 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 Eagle Ridge if the permit is approved (3) the number of hardship leasing permits which have been issued to other owners (4) the owners 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 area and cannot within six (6) months from the date the home was placed on the market sell the home except at a price below current appraised market value after reasonable efforts have been made to do so, (2) where the owner dies and the home is being administered by his estate, (3) the owner takes a leave of absence or is temporarily relocated and intends to return to reside in the home and (4) sale of a home is subject to a leasing permit at the time of sale. If a home is sold during the terms of a lease that is in compliance with the terms of this paragraph, the Board may issue a hardship-leasing permit for the remaining term of the lease only and upon termination of the lease, the home shall be subject to all terms of paragraph 3.6. All other hardship leasing permits shall be valid for a time not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit the owner is approved for and receives a leasing permit.

3.6.6 Leasing Provisions. Leasing which is authorized pursuant to permit hereunder shall be governed by the following provisions:

- (i) **Notice.** At least seven (7) days prior to entering into the lease of a home, the owner shall provide the Board with a copy of the leasing application, if there is such an application, and 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 of Covenants and any rules and regulations adopted pursuant thereto.
- (ii) **General.** Units may be leased only in their entirety. Homes cannot be leased for a period longer than two (2) years without prior written Board approval. There shall be no subleasing of homes or assignment of leases without prior written Board approval. All leases whether the initial lease or any renewal thereof must be for a term of not less than one (1) year; provided, however, that the Board shall have the power to allow leases for a term of less than one (1) year, on such terms and conditions as the Board may establish, upon a showing by the owner that such a lease is required to avoid undue hardship to the owner. Within ten (10) days after executing a lease agreement for the lease, the owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the home. The owner must provide the lessee copies of the Declaration of Covenants, Restriction and Easements for Eagle Ridge. Nothing herein shall be construed as giving the Board 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 and the results of the prior rental history. The Board may not approve or disapprove a lease or a lessee based on race, ethnicity, gender or age of the lessee.
- (iii) **Language Which Every Lease Must Contain.** Each owner and each lessee, by occupancy or use of a home, covenants and agrees that any lease for a home shall contain the following language, which language is hereby adopted as part of the Covenants for Eagle Ridge. If such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant and shall be binding on the home. **The language which must be in every lease of property covered by this Declaration, as amended, is as follows:**

“(1) Compliance with Declaration of Covenants, Restriction and Easements for Eagle Ridge. The lessee shall comply with all provisions of the Declaration of Covenants, Restrictions and Easements for Eagle Ridge and any rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased home in order to ensure compliance with the foregoing. The owner shall cause all occupants of his or her home to comply with the Declaration of Covenants, Restrictions and Easements for Eagle Ridge, and any rules and regulations adopted pursuant thereto, and shall be

responsible for all violations by such occupants, notwithstanding the fact that such occupants of the unit are fully liable and may be sanctioned for any violation of the Declaration of Covenants, Restrictions and Easements for Eagle Ridge and any rules and regulations adopted pursuant thereto. In the event the lessee, or a person living with the lessee, violates the Declaration of Covenants, Restrictions and Easements for Eagle Ridge or any rules and regulations adopted pursuant thereto for which a fine is imposed, notice of the violation shall be given to the owner and the lessee, and such fine shall be assessed against the lessee pursuant to the rights of the Eagle Ridge Property Owners Association as provided for in paragraph 5 of this Declaration. If 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 Board of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the home.

- “(2) Any violation of the Declaration of Covenants, Restrictions and Easements for Eagle Ridge and any rules and regulations adopted pursuant thereto by the lessee, any occupant, or any guest of 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 Board has the power and authority of enforcement against the lessee for breaches resulting from the violations of the Declaration of Covenants, Restrictions and Easements and any rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the owner, in accordance with the terms hereof. In the event the Board proceeds to evict the lessee, any costs, including attorneys' fees and court costs, associated with the eviction shall be an assessment and lien against the home or may be collected through the Court eviction and/or legal process.
- “(3) Liability for Assessments. When an owner who is leasing his or her home 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 any rent received from the lessee during the period of delinquency shall be paid directly to the Board by the lessee until the delinquency is corrected, and, upon request by the Board, lessee shall pay to Eagle Ridge Property Owners Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy or use by lessee. However, lessee need not make such payments to Eagle Ridge Property Owners 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 Eagle Ridge Property Owners Association all amounts authorized under Paragraph 5 herein 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 he or she would otherwise be responsible.

"(4) Lessor and Lessee acknowledge that the Eagle Ridge Property Owners Association Inc. (the "Association") is a third party beneficiary of this Lease Agreement."

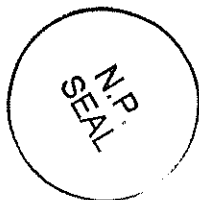
3.6.7 Mortgage Holders. This Section 3.6 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

WHEREFORE, this Amendment has been executed by the Eagle Ridge Property Owners Association on this, the 19 day of April, 2005 as attested by the signatures below and by the execution by the _____ (title) of the affidavit attached hereto, which is also incorporated herein.

Eagle Ridge Property Owners Association, Inc.

[Signature]
C. TADENA (name)
DIRECTOR (title)

[Signature]
Janice Wright (name)
Director (title)



SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 19~~th~~ DAY OF
April, 2005.

[Signature]
NOTARY PUBLIC My Commission Expires
(NOTARY SEAL) 3/25/09

STATE OF GEORGIA
COBB COUNTY

AFFIDAVIT OF Third Amendment

PERSONALLY APPEARED before the undersigned officer, duly authorized by law to administer oaths in the state and county aforesaid, _____, who first being duly sworn, states on oath and deposes as follows:

1.
My name is Cor Tadema I am over the age of eighteen years old, am in all respects legally competent to execute this affidavit and all facts herein are based on my personal knowledge.

2.
I am the Director of Eagle Ridge Property Owners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of Georgia.

3.
I hereby certify and attest that the lot owners of lots to which at least two-thirds of the votes in the Association pertain voted in favor of the foregoing amendment.

4.
I further certify that the required majority as set forth above was lawfully obtained and all notices required by Article 3 of Title 44 of the Official Code of Georgia were properly given.

FURTHER AFFIANT SAYETH NOT.

[Signature]
COR TADEMA (name)
DIRECTOR (title)

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 19th DAY OF
April, 2005.

[Signature]
Linda M. Brown

NOTARY PUBLIC
(NOTARY SEAL)

MY COMMISSION EXPIRES: My Commission Expires 3/25/09

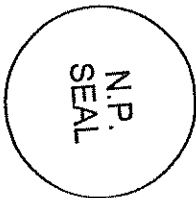


EXHIBIT A

Third Amendment to Declaration of Covenants,
Restrictions and Easements for Eagle Ridge

Eagle Ridge, Unit I –

All that tract or parcel of land lying and being in Land Lot 1024 and 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 149, page 74, Georgia records.

Eagle Ridge, Unit II –

All that tract or parcel of land lying and being in Land Lot 1024 and 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 154, page 15, Cobb County, Georgia records.

Eagle Ridge, Unit III –

All that tract or parcel of land lying and being in Land Lot 903 and 1024, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 159, page 59, Cobb County, Georgia records.

Eagle Ridge, Unit III – Phase II

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 166, page 94, Cobb County, Georgia records.

Eagle Ridge, Unit III – Phase III

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County, Georgia as shown on plat recorded in Plat Book 166, page 95, Cobb County, Georgia records.