
[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: NowackHoward, LLC
One Alliance Center, Suite 1650
3500 Lenox Road
Atlanta, Georgia 30326
Attn: PI

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book 8508
Page 485

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSHIRE**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Creekshire was recorded at Deed Book 8508, Page 485, et seq., on September 29, 1994, in the Cobb County, Georgia land records (“Declaration”); and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekshire, submitting the Association to the Georgia Property Owners’ Association Act was recorded at Deed Book 16149, Page 4870, et seq., on July 28, 2023, in the Cobb County, Georgia land records; and

WHEREAS, Creekshire Homeowners Association, Inc. (hereafter referred to as “Association”) is the homeowners association identified and defined within the Declaration; and

WHEREAS, Article IX, Section 9.02 of the Declaration provides that the Declaration may be amended by the agreement of Owners of Lots to which two-thirds (2/3) of the votes in the Association pertain; and

WHEREAS, this Amendment does not materially or adversely alter, modify, change, or rescind any right, title, interest, or privilege granted in the Declaration or accorded to the holder of any Mortgage encumbering any Lot; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such Mortgagee’s necessary approval, then this Amendment shall not be binding on such Mortgagee, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Mortgagee; and

WHEREAS, pursuant to Article IX, Section 9.02 of the Declaration, Owners of Lots to which two-thirds (2/3) of the votes in the Association pertain have agreed to and approve this Amendment; and

WHEREAS, for purposes of this Amendment, the effective date shall mean the date this Amendment takes effect as of recordation (hereafter referred to as the “Effective Date”);

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

1.

Article X, “LEASES,” of the Declaration is hereby amended by deleting Article X in its entirety and replacing it with the following new Article X:

ARTICLE X

LEASING AND OCCUPANCY

10.01. Definition of “Owner” for Purposes of Article X. For the limited purposes of this Article X only, the definition of “Owner” under this Article X 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 Cobb 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 X 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 X. 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 X to only regulate and restrict the occupancy of Lots 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 X, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

10.02. 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, stepchild, or grandchild, or brother or sister.

(b) “Corporate Occupancy” shall refer to the occupancy of a Lot if an Owner of such Lot 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 Lot may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Article X, Section 02 (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 X 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 X, 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 X 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 Lot 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 Lot and (b) who does not pay the Owner either directly or indirectly any fee, service charge, or any other consideration in exchange for their Occupancy and (c) who does not Occupy the Lot for more than ninety (90) days in a year. Any person Occupying a Lot 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 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 shall be referred to herein as a Lessee.

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

(g) "Rental Online Marketplace" means any accommodation-sharing website, online platform or other means through which Lots and their dwellings are 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.

(h) "Roommate" shall be defined as any person who occupies a Lot 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 Lot with the Authorized Occupant or Authorized Corporate Occupant who also must reside in the Lot as their primary residence. Notwithstanding the presence of an Owner, a person shall not be considered a Roommate when that person's access to the Lot 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 Lot 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.

10.03. Number of Occupants Allowed. No more than two (2) Occupants per bedroom are permitted on a Lot at any time, as such bedrooms are depicted on the original survey and floor plans for the homes in Creekshire Community filed in the Cobb 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.

10.04. Leasing Restriction and Cap. For the express purpose of preserving the character of the Creekshire Community as a Development of predominantly owner-occupied Lots and to comply with any eligibility requirements for financing in the secondary mortgage market, the Leasing of Lots in Creekshire Community is restricted in accordance with this Article X. Except as provided in this Article X, Leasing of Lots is prohibited. All Leasing activity in the Development must strictly comply with the requirements of this Article X. Leasing shall be limited to not more than ten percent (10%) of the Lots (hereafter referred to as the “Leasing Cap”).

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

10.05. Permits. Owners desiring to Lease their Lots 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 X. 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 X.

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 their Lot provided such Leasing is in strict accordance with the terms of the permit and this Article X.

(a) Leasing Permits. An Owner's request for a Leasing Permit for their 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.

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 Article X, Section 10.05(b) 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.

(b) Hardship Leasing Permits. 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 Development 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 their residence more than 50 miles outside of the City of Marietta, 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 their 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 Marietta, Georgia or the Atlanta metropolitan area and intends to return to reside in 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 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 X, Section 10.05(b) 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.

10.06. Waiting List Administration. The Association shall notify all Owners in Creekshire Community in writing when the Leasing Cap is reached. Thereafter, the Association shall be required to create and maintain a Waiting List 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 ten percent (10%) of the Lots, an Owner must wait to Lease their Lot until a Leasing Permit becomes available.

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 Creekshire Community, the Lot Owner with the highest priority on the Waiting List shall then be notified of their entitlement to Lease their 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 their 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.

10.07. 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 4.06 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 Lot, 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.

10.08 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 Lot as their primary residence for ninety (90) consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Lot 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; or (ii) 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 in compliance with the Community-Wide Standard; 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.

10.09 Short-Term Occupancy Prohibited.

(a) General. No Lot 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 Lot by any person other than an Authorized Occupant or Authorized Corporate Occupant for any period of less than six (6) months, except as expressly permitted herein for Guests.” For purposes of clarification, the Occupancy of a Lot 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 X, Section 10.9 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 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 X, Section 10.09 for any Lot 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 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 X, Section 10.09 and shall not operate as a limitation on fines for any other violations of this Article X or this Declaration.

10.10. 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 Lot; (3) the Owner’s primary

residence address and phone number, e-mail address, work location and work phone number; and (4) complete vehicle registration for any vehicles to be brought into the Development 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) 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 six (6) months be approved by the Board of Directors.

All lease agreements for a Lot 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 X 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 Lot, 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.

10.11. 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 Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease agreement:

(a) 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.

10.12. Violations and Enforcement. If a Lot is Leased or Occupied in violation of this Article X 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 X 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.

10.13. Applicability. Those Owners who obtained title to their Lot by an instrument recorded prior to the Effective Date of this Amendment may continue to Lease their Lots in accordance with the terms of the Declaration as it existed prior to the Effective Date, as long as such Lease is for an initial term of six months or longer, and such Owners shall be considered “Grandfathered” for such Lot; provided, however, that 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 X in its entirety as provided by the Act and the Grandfathered status shall automatically expire. Notwithstanding anything herein to the contrary, all Lots Leased, including by Grandfathered Owners, shall count towards the Leasing Cap and all Owners, including Grandfathered Owners, shall be bound to all other provisions of this Article X, including the Short-Term Occupancy Prohibition.

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

10.14. 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.

2.

Except as stated herein, the terms and provisions of the Declaration shall remain unchanged.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned officers of Creekshire Homeowners Association, Inc. hereby certify that this Second Amendment to the Declaration was duly adopted and lawfully obtained by the required majority of the Owners of Lots in the Association, with any required notices duly given.

This _____ day of _____, 2024.

**CREEKSHIRE HOMEOWNERS ASSOCIATION,
INC.**

Denny Zollweg, President

Sworn to and subscribed before me
this ____ day of _____, 2024.

Witness: _____

Notary Public

[NOTARY SEAL]

Eric John, Secretary

Sworn to and subscribed before me
this ____ day of _____, 2024.

[CORPORATE SEAL]

Witness: _____

Notary Public

[NOTARY SEAL]