
After Recording Return To:
NowackHoward, LLC
Resurgens Plaza, Suite 1250
945 East Paces Ferry Rd, NE
Atlanta, GA 30326
Attention: Melinda K. Banks

Cross Reference:
Deed Book 13944, Page 3806
Deed Book 15933, Page 4839

STATE OF GEORGIA

COUNTY OF COBB

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR LASSITER WALK SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lassiter Walk Subdivision (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Lassiter Walk, LLC, a Georgia limited liability company (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants, Conditions, and Restrictions for Lassiter Walk Subdivision on March 16, 2004, in Deed Book 13944, Page 3806 of the Cobb County, Georgia deed records (hereafter referred to as "Declaration"); and

WHEREAS, that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lassiter Walk Subdivision, was recorded on June 29, 2021 in Deed Book 15933, Page 4839, et. seq., of the Cobb County, Georgia, records, for the purpose of electing to be governed by the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.; and

WHEREAS, Article XV, Section 15.2(c) of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of Owners of Units to which two-thirds (2/3) of the votes in the Association appertain; and

WHEREAS, this Second Amendment has been approved by Owners of Units to which two-thirds (2/3) of the votes in the Association appertain; and

WHEREAS, as of the date of this Amendment, the Declarant no longer owns any property which is subject to the Declaration nor any of the property described in Exhibit "A" or "B" to the Declaration; and

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to the holder of any deed to secure debt encumbering any Unit within Lassiter Walk, as defined in the Declaration. However, if a court of competent

jurisdiction determines that this Amendment does so without such mortgage holder's consent, then this Amendment shall not be binding on the mortgage holder so involved unless it consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder; and

WHEREAS, the Second Amendment shall be effective upon recording in the Cobb County, Georgia records; and

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

1.

Declarant's powers, options, easements, and other rights and privileges set forth within the Declaration and Bylaws, including, but not limited to those set forth in Sections 1.10, 2.1(i), 4.2, 4.5, 5.1(a)(vi), 5.1(b), 7.1, 7.2, 7.3, 7.4, 8.2, 8.10, 9.1, 9.2, 9.3, 9.5, 9.7, 10.4(h), 11.2, 11.3, 11.4, 11.6, 11.7, 14.1, and Article XIII of the Declaration; the option to submit Additional Property to the terms of the Declaration; and the right and authority to appoint and remove members of the Board of Directors as set forth in Section 3.3(b) are expired and terminated. All such provisions are hereby amended to reflect the expiration and termination of Declarant rights and authority.

2.

Article I of the Declaration is hereby amended by adding a new Section 1.26 thereto as follows:

1.26 "Occupant": means any person who stays or remains at a Unit overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Unit for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Unit using the services of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms on which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Unit is considered Leasing which is prohibited under Article X, Section 10.4(g) of this Declaration.

3.

Article III, Section 3.3(b) of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following new Section 3.3(b):

(b) Class "B". The Class "B" membership is terminated.

4.

Article VIII, Section 8.1(b) of the Declaration is hereby amended by deleting therefrom the sentence, "Unless the Board otherwise provides, the

annual assessment shall be due and payable in advance on the first day of each fiscal year,” and substituting therefor the following:

Unless the Board otherwise provides, the annual assessment shall be due and payable in advance on the fifteenth (15th) day of March of each year.

5.

Article VIII, Section 8.2 of the Declaration is hereby amended by deleting therefrom the phrase, “beginning of each fiscal year,” and substituting therefor “fifteenth (15th) day of January each year.” Article VIII, Section 8.2 of the Declaration is further amended to strike therefrom the phrase, “and by the Class ‘B’ Member, if such exists,” so that, as amended, Section 8.2 reads as follows:

At least 30 days before the fifteenth (15th) day of January each year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund. General Assessments shall be fixed at a uniform rate for all Units subject to assessment under Section 8.8. Such assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Units.

The Board shall send a copy of the final budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the fifteenth (15th) day of January each year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least 67% of the Class "A" Members. There shall be no obligation to call such a meeting unless a petition for a special meeting is presented to the Board within 10 days of the delivery of the notice of assessment.

If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year.

6.

Article X, Section 10.4(g) of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

(g) Occupancy.

For the express purpose of preserving the character of the Community as one of predominantly owner-Occupied Units, the Occupancy of Units is restricted as provided herein.

(A) Definitions. The defined terms used in this Section 10.4(g) shall have the following definitions:

(i) “Authorized Corporate Occupant” is as defined in Section Section 10.4(g)(D) hereof. Persons Occupying a Unit through use of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing”

or similar accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(ii) "Family Member" shall be defined as an Owner's parent or parent-in-law; an Owner's spouse; or an Owner's child or step-child.

(iii) "Grandfathered Owner" means an Owner who is Leasing his or her Unit in compliance with the Declaration and pursuant to a written Lease on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the Lease in effect on the Effective Date. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date.

Grandfathering shall automatically expire and any Lease of the Unit shall automatically terminate on the earlier to occur of: (1) the date the Grandfathered Owner conveys any interest in title to the Grandfathered Unit (other than to the Grandfathered Owner's legal spouse); or (2) the date the Owner of the Grandfathered Unit Occupies the Grandfathered Unit as his or her primary residence.

(iv) "Grandfathered Unit" means the Unit owned and Leased by a Grandfathered Owner on the Effective Date hereof.

(v) "Guest" shall be defined as a person who: (a) is known to and is specifically invited by an Authorized Occupant or Authorized Corporate Occupant to Occupy a Unit; (b) Occupies the Unit on a temporary basis for less than ninety (90) days in a year; and (c) does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Unit, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion. Persons Occupying a Unit through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Guests hereunder.

(vi) "Lease" means any agreement, written or oral, by which a Unit Owner conveys a right to Occupy a Unit or any portion thereof to another Person. Lessee means the person(s) Leasing a Unit.

(vii) "Leasing" is defined as the Occupancy of a Unit by any person(s) other than: (1) the Owner or a Family Member of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Unit's Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Unit at the same time as the Roommate or Guest; (ii) uses the Unit as his/her primary residence; and (iii) Occupies the Unit for at least six (6) months out of each calendar year.

(viii) "Occupant" means any person who stays or remains at a Unit overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Unit for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Unit using the services of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Unit is considered Leasing which is prohibited under this Section.

(ix) “Owner” For the purposes of this Section 10.4(g) only, the definition of “Owner” shall not include any record holder of an interest in title to a Unit that is ten percent (10%) or less, unless all title interests are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors of the Association by sworn affidavit and competent evidence (in addition to the title documents filed in the land records or with other governmental agencies or departments) that the distribution of title interests in the Unit: (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 Section 10.4(g) or of any other provision of, or the purposes of, the Association Governing Documents, as such is determined by the Board in its discretion. The record holders of all of the title interests in the Unit shall have the burden of proof and it shall be presumed that a holder of a title interest of 10% or less is not an “Owner” for the purposes of this Section 10.4(g) of the Declaration. In its sole discretion, the Board may require submission of true and accurate information in order to evaluate the transaction and aid its determination.

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 Unit (as ownership may otherwise be defined by law), it being the intent of the parties to this Declaration to only regulate and restrict the Occupancy of Units. Further, this modification to the definition of “Owner” shall not be construed to exempt any record holder of an interest in title to a Unit who is otherwise an “Owner” within the meaning of Article I, Section 1.17 of this Declaration, regardless of his or her respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of this Declaration other than this Section 10.4(g), including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(x) “Roommate” shall be defined as any person who Occupies a Unit as his/her primary residence pursuant to an agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the “Roommate Agreement”) under which such person will Occupy the entirety of the Unit for a period of at least one-hundred eighty (180) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also Occupies the Unit. Persons Occupying a Unit through use of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing” or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Roommates hereunder.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the Roommate Agreement, if any.

(B) Leasing Restriction: Leasing of Units is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (3) the Association. Hardship Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where such permit was issued to the Owner’s predecessor-in-title).

(i) Hardship Leasing Permits.

If the inability to Lease will result in an undue hardship to a non-Grandfathered 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 Unit 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 establish conditions as to the application for, form, duration and use of such Permits consistent with this Section.

A hardship is a condition which results in a disproportionate financial burden or obstacle and one which is not caused by an Owner's action or inaction. 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: (a) the nature, degree, and likely duration of the hardship, (b) the harm, if any, which will result to the Community if the Hardship Leasing Permit is approved, (c) the Owner's ability to cure the hardship; (d) the Owner's involvement in causing the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner.

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 Section 10.4(g). Hardship Leasing Permits shall not be transferable between either Units 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.

(ii) Denials and Revocation of Permits.

Hardship Permits are automatically revoked upon: (1) the sale or transfer of ownership or record title interest in the Unit (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Unit (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) and Lessees Occupying the Unit pursuant thereto for 90 consecutive days at any time after the issuance of such permit for 90 consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Unit by the Owner; (4) the failure of an Owner to submit to the Board an executed Hardship Leasing Permit, in the form approved by the Board, within 30 days of the written notice that such Hardship Leasing Permit is available; or (5) 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.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Hardship Leasing Permit upon the following occurrences: (1) when an Owner fails to pay all delinquent assessments, fines, or other charges, including the Uniform Leasing 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 Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; (2) when an Owner fails to provide a Local Contact Person and Local Contact Person Information, 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 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 (3) if the Owner or the Owner's Occupants, Lessees, Guests, Roommates, or invitees violate the Declaration, Bylaws or rules and regulations of the Association in a non-monetary manner (this shall specifically include the failure of the Owner's Local Contact Person to comply with the criteria set forth herein, 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 Permit. The

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.

An Owner may apply for an additional Hardship Leasing Permit at the expiration or revocation of a previous one, though application for an additional Hardship Leasing Permit does not guarantee approval of the request.

(C) General Leasing Provisions.

Leasing in the Community shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the Lease of a Unit, the Owner shall provide the Board with a copy of the proposed Lease. All Leases shall be in writing and must comply with this Section 10.4(g) and this Declaration, the Association's Bylaws, the Articles of Incorporation and any rules and regulations promulgated by the Board pursuant thereto. If a proposed Lease does not comply, the Board shall notify the Owner of the action to be taken to bring the Lease into compliance. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed Lessee.

(ii) Local Contact Person. As a condition of Grandfathering or issuance of a Hardship Leasing Permit hereunder, each Owner to whom a Hardship Leasing Permit is issued, and each Grandfathered Owner, shall designate a local contact person who has access and authority to assume management of the Leased Unit and take remedial measures while the Unit 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 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: (1) The Local Contact Person may not be a Lessee or Occupant of the Leased Unit for which they are serving as the Local Contact Person; (2) The Local Contact Person must be at least 21 years of age; (3) There shall only be one designated Local Contact Person per Leased Unit any given time; (4) The Local Contact Person must maintain a primary business or home address within thirty (30) miles of the Unit; (5) 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, or may retain a managing agent or other representative to serve 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 Unit to address any non-emergency violation of the Association Governing Documents. The Local Contact Person shall physically appear at the Unit within one 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 Association Governing Documents requiring, in the Board's discretion, immediate remedy or abatement regarding the condition,

operation, or conduct of Occupants of the Leased Unit. 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 Community, as well as law enforcement and government officials, so that they may contact the Local Contact Person directly concerning the Unit 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 Hardship Leasing Permit, and termination of the Unit and Owner's Grandfathered status.

(iii) General. Units may be Leased only in their entirety; no fraction or portion of a Unit may be Leased. There shall be no subleasing of Units or assignment of Leases unless approved in writing by the Board. Within ten (10) days after executing a Lease agreement for the Lease of a Unit, the Owner shall provide the Board with: (1) a copy of the executed Lease; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of all of the Occupants of the Unit; (3) the Owner's primary residence address and phone number, e-mail address, work location and work phone number; and (4) 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 Unit is being Leased.

All Leases shall include an acknowledgement by the Lessee that it has received and reviewed the Association Governing Documents and a covenant by the Lessee to comply with the terms of the Association Governing Documents. Any Lease of a Unit shall also be required to contain or incorporate by reference the terms set forth in Section 10.4(g)(C)(v) and (vi) below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the Lease by the existence of this covenant, and the Lessee, by Occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the above-referenced language into the Lease. The Owner must provide the Lessee copies of the Association Governing Documents.

(iv) Short-Term Leasing Prohibited.

(A) General. All Leases must be for an initial term of not less than one (1) year, except with written Board approval. No Unit or any part thereof shall be Leased, rented, Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as any Lease, rental or Occupancy of a Unit 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 Unit by any person for any period of time arranged through use of "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing" or similar websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or Occupancy 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 Section 10.4(g) include but are not limited to: (1) the levying of daily fines against a violating Owner, Occupant and/or Unit in an amount up to the greater of (i) the highest nightly rate at which such Unit is offered for Lease or (ii) five hundred dollars (\$500.00) per day that the Unit is Leased in violation of this sub-Paragraph; and/or (2) the filing of a lawsuit to

enjoin the unauthorized Leasing 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 assessment against the Owner and a lien against the Owner's Unit.

(B) Solicitation of Short-Term Leasing Violations. If any Unit is advertised, listed or otherwise offered on "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing", "Booking.com" or any similar websites or online platforms as available for Leasing that would violate this Section 10.4(g), the Owner of such Unit shall: (1) be subject to fines levied by the Board in an amount up to the greater of: (i) the highest nightly rate at which such Unit is advertised, offered or listed for Leasing that would violate this sub-Section; or (ii) five hundred dollars (\$500.00) per day for each day that the Unit is advertised, offered or listed for Leasing that would violate this sub-Section. Any such fines levied hereunder shall be the personal obligation of the Owner to pay and shall constitute a lien against the Unit until paid.

(C) The limitation on daily fine amounts stated herein shall apply only to violations of this Section and shall not operate as a limitation on fines for any other violations of this Article X Section 10.4 or this Declaration.

(v) Compliance with Declaration, Bylaws, and Rules and Regulations. All Lessees and Occupants shall comply with all provisions of the Association Governing Documents and shall control the conduct of all other Occupants and Guests of the Leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Unit to comply with the Association Governing Documents, 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 such violation. If the Lessee, or a person living with the Lessee, violates the Declaration, Bylaws, 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 Unit is Leased or Occupied in violation of the Association 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 Unit 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 the Lessee and 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 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 Lessee and Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(vi) Liability for Assessments. When an Owner who is leasing his, her or its Unit fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Lessee during the period of delinquency. Upon request by the Board, Lessee shall pay to the 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 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 lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay to the Association all amounts authorized under the Declaration as if Lessee were an Owner. The above 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.

(vii) Use of Common Area. The Owner transfers and assigns to the Lessee, for the term of the Lease of a Unit, any and all rights and privileges that the Owner has to use the Common Area as a result of owning that Unit, including but not limited to, the use of any and all recreational facilities and other amenities.

(viii) Uniform Leasing Charges. The Board of Directors shall have the authority to assess to each Unit that is Leased in any calendar year annual Uniform Leasing Charge(s) in an amount not to exceed, per category of charge, the greater of: (1) the annual assessment for the Unit; or (2) the actual costs incurred by the Association as a result of such Owner's Leasing of his or her Unit.

The Board shall publish annually, at the same time as it issues the annual budget to the Owners, the amount of the Uniform Leasing Charge then in effect. The applicable Uniform Leasing Charge must be paid in full on or before the date on which the Owner submits the executed Hardship Leasing Permit or, for a Grandfathered Owner, the current Lease.

The Uniform Leasing Charge shall be imposed on a calendar year basis, with the amount due prorated for the Hardship Leasing Permits issued during the year. The Uniform Leasing Charges imposed herein are non-refundable in whole or in part.

(ix) Applicability to Certain Lease Agreements. Leases existing on the date that this Amendment is recorded in the Cobb County, Georgia records (the "Effective Date") shall be subject to this Section 10.4(g) but shall not initially be subject to the terms of sub-Section 10.4(g)(B) herein; such Leases may continue in accordance with the terms of the Declaration as existed prior to this Amendment. However, any change in Occupancy, assignment, extension, renewal, or modification of any Lease, including, but not limited to, changes in the terms or duration of Occupancy or identities of Lessees, shall be considered a termination of the old Lease and commencement of a new Lease which must comply in full with this Section 10.4(g). Further, this Section shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section.

(D) Corporate Occupancy.

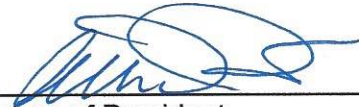
If an Owner of a Unit is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then such Owner's Unit may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Section 10.4(g)(D) (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 a Authorized Corporate Occupant:

IN WITNESS WHEREOF, the undersigned officers of Lassiter Walk Homeowners Association, Inc. hereby certify that this Amendment was duly adopted by the required majority of the Association's membership, with any required notices duly given.

Dated this 7th day of NOVEMBER, 2021.

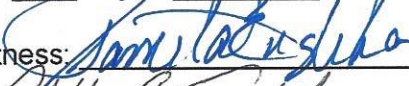
LASSITER WALK HOMEOWNERS
ASSOCIATION, INC.

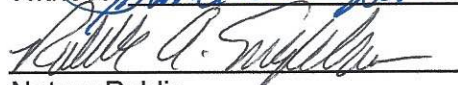


Signature of President

Print Name: Alexander Dubois

Sworn to and subscribed before me
this 7th day of NOVEMBER, 2021.

Witness: 



Notary Public

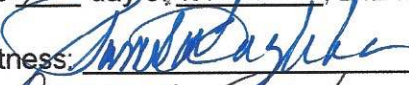


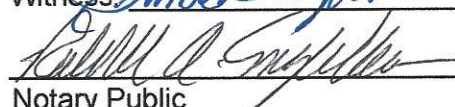


Signature of Secretary

Print Name: Stephanie Myers

Sworn to and subscribed before me
this 7th day of NOVEMBER, 2021.

Witness: 



Notary Public

