

**AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR
CEDAR CREEK CONDOMINIUM, PHASE III, AND BY-LAWS FOR CEDAR CREEK
CONDOMINIUM OWNERS' ASSOCIATION, ARTICLE VII**

SECTION 7.02

Section 7.02 is hereby amended by deleting the second sentence and replacing it with the following sentence: "A Dwelling Unit may not be leased unless such lease or rental agreement is expressly allowed pursuant to the terms of Section 7.03(35). Lease or rental agreements permitted by 7.03(35) shall be in writing, signed by the owner of the Dwelling Unit and the lessee, and a copy of each lease or rental agreement shall be submitted to the Association before the Dwelling Unit is occupied by the lessee."

SECTION 7.03(7)

Section 7.03(7) is hereby amended by inserting the following sentence at the end of that Section: For the safety and well being of all the residents of Cedar Creek Condos, all residences are absolutely prohibited from bringing the following dog breeds, regardless of size, onto Cedar Creek Condos: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies. This prohibition includes half-breeds of the above listed dogs. Owners bringing such dogs onto our complex or allowing others to do so may be severely fined and the dog must be removed immediately and if necessary by Animal Control.

SECTION 7.03(35)

Section 7.03(35) is hereby amended by deleting subsection 35 in its entirety and replacing it with the following: "The Association will not allow the leasing, rental, or other occupation in exchange for payment of any Dwelling Unit or any portion of any Dwelling Unit, except that those Dwelling Units which are currently being rented, leased, or otherwise occupied in exchange for payment on the date this Amendment is filed may continue to be leased, in their entirety, by their current owners for terms of one (1) year or greater until said current owners sell their Dwelling Unit to another owner. In no event shall any Dwelling Unit or any portion of any Dwelling Unit be leased, rented, or otherwise occupied in exchange for payment for a term of less than one (1) year after the filing date of this Amendment. This prohibition shall include, but not be limited to, any short-term rental or occupation of any Dwelling Unit or portion of any Dwelling Unit in exchange for payment. At the time of the sale of any Dwelling Unit which is under lease as of the filing date of this Amendment, any further leasing of said Dwelling Unit shall be thereafter prohibited. If the Association is forced to file for any legal action to seek enforcement of this Section, the adverse party shall be responsible for any attorney's fees and costs incurred by the Association, which shall be assessed as a common area expense against the Dwelling Unit violating this Section."

Statement pursuant to O.C.G.A. Section 44-3-74: This Amendment pertains to the Cedar Creek Condominium, located at 1601 Cedar Creek Dr Rossville, Georgia 30741, Catoosa County, Georgia, and amends the Declaration of Covenants and Restrictions for Cedar Creek Condominium Owners' Association recorded at Book 1260, page 399.

STATE OF GEORGIA

COUNTY OF CATOOSA

Personally before me, a notary public in and for said State and County, came Charles Hughes, who states under oath that he is the President of the Cedar Creek Condominium Owners' Association, and that this Amendment was agreed to by the required majority of unit owners as provided by the Declaration of Covenants and Restrictions for Cedar Creek Condominium Owners' Association.

Executed this 21st day of June, 2022

Charles K. Hughes

Charles Hughes

President, Cedar Creek Condominium Owners' Association



This Instrument Prepared by:
Brie Allaman Stewart, Esq.
Spears, Moore, Rehman & Williams, PC
601 Market Street, Ste 400
Chattanooga, Tennessee 37421

April R. Plott

My Commission Expires
October 31, 2024

NOTARY

Jenny Mow
Witness