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FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

01 JUN -6 AM 10:48

TOM LAWLER, CLERK

SWEETBRIAR CROSSING HOMEOWNERS ASSOCIATION

**SWEETBRIAR CROSSING - UNIT 1
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS**

AMENDMENT 1

George Weitner, Pres.
3700 Sweetbriar Trace
Snellville, GA 30039
770-982-2189

Note:

This document is crossed-referenced with:

SWEETBRIAR CROSSING - UNIT 1

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Recorded Oct. 25, 1995

BK11893 PG0053 through PG0060

Return to:

**SWEETBRIAR CROSSING
HOMEOWNERS ASSOCIATION
3129 SWEETBRIAR WALK
SNELLVILLE, GA 30039**

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SWEETBRIAR CROSSING

UNIT I

DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS

AMENDMENT NO.1

ARTICLE I

Definitions

Section 1. "Rental" means to Rent, Lease, or Lease-To-Purchase.

Section 2. "Board" means the Officers of the Sweetbriar Crossing Homeowner's Association.

Section 3. "Secretary" means the Secretary of the Sweetbriar Crossing Homeowner's Association.

Section 4. "Association" means the Sweetbriar Crossing Homeowner's Association.

ARTICLE II

Restrictions and Covenants

1. Rental of Owner's Property. Lots may be rented for residential purposes only. The number of residences in the Sweetbriar Crossing Subdivision that can be rented, at any one time, shall be limited to three (3) of the sixty-eight (68) homes in the subdivision.

The secretary of the Association shall maintain a record of the homes in the subdivision that are rented. Any owner who wishes to rent his or her property shall submit a request, in writing, to the secretary and receive written approval from the secretary, granted by the Board, before advertising or committing to rent his or her property. Approval for the rental property will be granted if the current request does not exceed the limit of three (3) of the sixty-eight (68) homes. If three (3) rental properties exist simultaneously, a waiting list will be kept for any owner wishing to rent his or her property. Should a hardship case arise when three (3) rental properties exist simultaneously, the owner must submit a request with explanation, in writing to the Board.

All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Covenants, By-laws, and Architectural Guidelines. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to

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It, may evict the tenant on behalf of the owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

The Owner of a rented property shall be responsible for keeping the home in good repair and for keeping the yard and shrubbery trimmed and neat at all times. The Owner shall also be responsible for payment of the association annual dues. The owner of a rented property shall provide the secretary with his or her permanent address and telephone number.

IN WITNESS THEREOF, the SWEETBRIAR CROSSING HOMEOWNER'S ASSOCIATION, has caused these presents to be executed this 6TH day of JUNE, 2001.

Executed and declared
In the presence of:

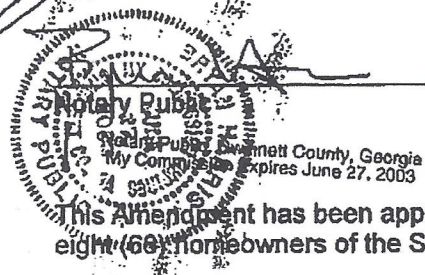
Sweetbriar Crossing Homeowner's Association

[Signature]
Witness

By [Signature]
President

[Signature]
Witness

By W. L. Difon
Treasurer



This Amendment has been approved, in writing, by sixty-one (61) of the sixty-eight (68) homeowners of the Sweetbriar Crossing Subdivision.

This document is cross-referenced with:

SWEETBRIAR CROSSING - UNIT I

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Recorded Oct. 25, 1995

BK11893 PG0053 through PG0060