

WHEREAS, pursuant to Article 11, Section 11.9 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent of the Owners of at least two-thirds (2/3) of the Units and the written consent of Declarant and Rock-Tenn; and

WHEREAS, Owners of at least two-thirds (2/3) of the Units have agreed to amend the Declaration as set forth herein and intend for this Fifth Amendment to be prospective only; and

WHEREAS, to the best of Declarant's knowledge, the rights of Rock-Tenn to take, approve or consent to actions have been terminated; and

WHEREAS, Declarant has provided notice of this Fifth Amendment to Rock-Tenn; and

WHEREAS, Declarant has consented to amend the Declaration as set forth herein and intends for this Fifth Amendment to be prospective only; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement certifies that the approval of the Owners was lawfully obtained.

NOW, THEREFORE, the undersigned hereby adopt this Fifth Amendment to the Declaration, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied, and improved subject to the Declaration, amended as follows:

1.

Article 7, Section 7.3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 7.3 therefor:

7.3 Leasing. In order to carry out the purpose for which Seven Norcross was formed by preserving the character of the neighborhood as a homogenous residential community of predominantly owner-occupied homes and by preventing the neighborhood from assuming the character of a renter-occupied apartment complex, leasing of Units shall be governed by the restrictions imposed by this Section. The Board of Directors shall have authority to make and enforce reasonable rules and regulations in order to enforce this Section, including the right to impose fines constituting a lien upon any Unit sold or leased as provided herein.

(a) Definitions.

(i) "Authorized Corporate Occupant" shall mean the occupant designated by a Unit Owner who is a corporation, limited liability company, partnership or trust or other legal entity not being a natural person. If the record title Owner of a Unit is a corporation, limited liability company, partnership or trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board of Directors the name(s) of the Authorized Corporate Occupant, who will occupy the Unit. The name of each Authorized Corporate Occupant shall be designated in writing to the Board of Directors and may not be changed more frequently than once every twelve (12) months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Unit. Occupancy of an entity-owned Unit by any person

that does not qualify as an Authorized Corporate Occupant hereunder shall be unauthorized and shall be deemed to constitute leasing under this Section.

(ii) "Effective Date" shall mean the date that this Amendment is recorded in the Gwinnett County, Georgia land records.

(iii) "Grandfathered Owner" shall mean an Owner of a Unit who is lawfully leasing his or her Unit on the Effective Date. Grandfathering hereunder shall continue only until the date Grandfathered Owner conveys title to the Grandfathered Unit for value. For purposes of this subsection, "conveyance for value" means any transfer of the Grandfathered Unit for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Grandfathered Unit for consideration in the amount of \$100.00 or more.

(iv) "Grandfathered Unit" shall mean the Unit owned by a Grandfathered Owner on the Effective Date hereof.

(v) "Leasing" shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity, or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner; (ii) occupancy by an Owner's parent, grandparent, spouse or former spouse, sibling or child of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board; (iii) occupancy by one or more wards if the Unit is owned by their legal guardian; (iv) occupancy by one or more beneficiaries of a trust if the Unit is owned in trust by the trustee; or (v) occupancy by an Authorized Corporate Occupant. For purposes hereof, occupancy by a roommate of an Owner who occupies a Unit continuously and at all times resides in and occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder.

However, occupancy of any Unit by any roommate of an Owner, where said Owner does not continuously and at all times reside in and occupy a Unit as such owner's primary residence, shall be deemed to constitute Leasing hereunder and said occupancy/tenancy shall be subjected to all of the rules, restrictions and regulations set forth herein. Moreover, for purposes hereof, occupancy by any tenant, renter, lessee, guest, invitee or other similar person who in any way compensates any Owner for any right to enter or occupy a Unit for any period of time, and who is not otherwise qualified as a roommate hereunder, shall be deemed to constitute Leasing hereunder and same shall be governed by and subject to all of the rules, restrictions and regulations set forth herein.

Lastly, a person occupying a Unit only may qualify to be an Authorized Corporate Occupant if no rent or consideration is paid or provided to the Unit Owner by or for the occupant. Additionally, a Unit may be considered leased hereunder even if no rent is paid to the Owner if the occupant does not constitute one of the occupants exempted from leasing above. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section.

(vi) "Leasing Cap" shall mean the maximum total number of outstanding Leasing Permits plus Grandfathered Units but excluding Hardship Leasing Permits that are permitted. The Leasing Cap shall be ten (10) Units within the community.

(b) Restrictions of Leasing Units.

(i) Authorized Leasing. Owners may lease their Units only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; (3) the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below; or (4) the Owner or lessee is the Association. The Leasing Permit and Hardship Leasing Permit are not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Units is strictly in compliance with the conditions and requirements specified in this Section. These conditions and requirements are of utmost importance in maintaining the high quality of the community.

(ii) Leasing Permits. If any other Owner requests a Leasing Permit and complies with the conditions and requirements of this Section, the Board of Directors shall issue a Leasing Permit to the Owner within fifteen (15) days of receipt of all documentation, fees, or other information as may be required herein, if: (1) no more than ten (10) Units are either Grandfathered or have been issued Leasing Permits; and (2) Owner has resided at the Unit for at least twelve (12) months. Owners who have been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a Permit, if the Owner requests in writing, when the above conditions have been satisfied. 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. The Board may refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge or if the Owner is in violation of the Declaration, Bylaws or any Association rule and regulation. Leasing Permits shall be valid only as to a specific Owner and Unit, and they shall not be transferable between either Owners or Units.

(iii) Hardship Leasing Permits. If an Owner wishes to lease and does not satisfy the conditions and requirements for leasing under this Section, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one (1) year or as otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit, as such Permit is discretionary. 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 number of Hardship Leasing Permits which have been issued to other Owners; (3) the Owner's involvement in creating the hardship and ability to cure the hardship; and (4) whether previous Hardship Leasing Permits have been issued to the requesting Owner. The Board shall not consider any hardship that pre-exists the Owner's purchase of his/her/its Unit.

The Board may promulgate and/or amend regulations to serve as guidelines for circumstances constituting a basis for consideration of issuing a Hardship Leasing Permit. By way of illustration, and not prescription, limitation, or restriction,

examples of such circumstances might be those in which: (1) the Owner has been called to active military duty; (2) placement of the Owner in a long-term care facility; (3) placement of the Owner with a family member due to illness; (4) the Owner dies and the Unit is being administered by his/her estate; (5) the Owner must temporarily relocate and intends to return to reside in the Unit; or (6) the Owner must relocate his/her residence and cannot, within a set period of time from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value.

(iv) Expiration and Revocation of Permits and Grandfathering Status.

Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse or former spouse). Leasing Permits and Hardship Permits also expire if the Unit is not leased as provided herein within ninety (90) days of the issuance of the Leasing Permit or Hardship Permit, or if the Owner fails to maintain a lease for more than ninety (90) consecutive days at any point after a Permit is issued. The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge or if the Owner and/or the Unit occupant or any guest of the Owner or occupant violates the Declaration, Bylaws, rules and regulations of the Association or any other applicable laws or ordinances. Grandfathering status is automatically revoked if the Grandfathered Owner conveys title to the Grandfathered Unit for value, as provided above. A revocation or expiration of the Permit or Grandfathering status serves as an immediate revocation of the lease agreement in place at the time.

(v) General Leasing Provisions.

Except for roommates of an Owner as provided above, Units may be leased only in their entirety pursuant to a single lease. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of at least six (6) months, except with Board approval. **Transient tenants or occupants are not permitted in Units.** When requesting a Leasing Permit or a Hardship Leasing Permit, an Owner shall provide the following: (1) a copy of the proposed lease; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Unit; (3) the Owner's Unit address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Unit is leased; (4) written and signed confirmation of the provision of all governing documents, including, but not limited to, the Declaration, Bylaws, and all rules and regulations to the tenant and all Unit occupants; and (5) such other information and/or leasing administration fees required by the Board. The Owner of a leased Unit shall provide the Board with a copy of the executed lease within seven (7) days after executing a lease for the Unit and within seven (7) days of request by the Board during the lease term. If any of the information regarding the occupant required above, or other information regarding occupancy of the Unit (*e.g.*, the number of Unit occupants), changes during the term of any leasing of the Unit, the Owner and occupant shall update and notify the Board in writing of such changes within thirty (30) days of the date of such change. **If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Unit in violation of this Section, the Association may fine the owner an initial fine of \$250.00, plus additional fines of \$50.00 per day for continued violation of these provisions.**

(vi) Compliance with Declaration, Bylaws, and Rules and Regulations, and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules 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 or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Section or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner and/or to suspend all voting privileges of the Owner.

If a Unit is leased or occupied in violation of this Section, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, or requires the Owner to evict the violating tenant, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction/enforcement shall be an assessment and lien against the Unit.

(B) Liability for Assessments. When a Unit Owner who is leasing his or her 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, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not 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 Article 4 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.

(c) Leasing Administration Fee. In addition to annual, special, and specific assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Unit shall be required to pay to the Association a Leasing Administration Fee in an amount established by the Board of Directors, but not to exceed \$200.00 or such higher amount as may be approved by a majority of the eligible Association members voting in person or by proxy at a duly called meeting, or by written consent or ballot in lieu of a meeting as provided in the Bylaws or the Georgia Nonprofit Corporation Code. The Leasing Administration Fee shall be non-prorated and non-refundable, and shall be due within thirty (30) days of the date a Permit is issued or within thirty (30) days a new occupancy relationship is created hereunder. The Leasing Administration Fee shall not be charged on the renewal of an existing lease with an existing tenant.

(d) Applicability of this Section. This Section shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(e) Short-Term Leasing. Notwithstanding anything to the contrary herein, transient tenants or occupants are not permitted in Units. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or other similar arrangement whereby any person is granted, by Owner for compensation in any form, a right to enter and/or occupy a Unit for any period of time shorter than six (6) months; the listing hereinabove shall not be considered exhaustive or exclusive with regard to what is prohibited hereunder, and the same shall hereinafter be referred to as "Short-Term Leasing." Short-Term Leasing is prohibited. It logically follows that any advertisement and/or solicitation of a Unit as being available for Short-Term Leasing is also prohibited, and the same shall constitute proof that a Short-Term Leasing violation has occurred and/or is ongoing until the advertisement and/or solicitation is removed.

2.

Article 8 of the Declaration is hereby amended by adding the following new Section 8.5 to the end thereof:

8.5 Townhome Unit Insurance. Notwithstanding any other insurance required to be maintained by the Association under Article 8 hereof, the Board of Directors shall have the authority to obtain blanket insurance for all Townhome Units; provided however, any Association insurance obtained as provided herein shall not include the Townhome Unit Owner's personal property and/or betterments and improvements made by Townhome Unit Owners. It shall be the sole responsibility of the Townhome Unit Owner to obtain insurance for such Owner's personal property and/or betterments and improvements to the Townhome Unit. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in the amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all

risk" coverage in like amounts. Premiums for said insurance shall be assessed as part of the Townhome Unit Assessment as provided in Section 4.4 hereof.

3.

Unless otherwise defined herein, the words used in this Fifth Amendment shall have the same meaning as set forth in the Declaration.

4.

This Fifth Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia.

5.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Fifth Amendment to be executed under seal the day and year first above written.

ASSOCIATION: SEVEN NORCROSS RESIDENTIAL
ASSOCIATION, INC., a Georgia nonprofit
corporation

By: *Pat Eidi*

Name: PAT EIDI

Its: President

Attest: *April M. Cattabiano*

Name: April M. Cattabiano

Its: Secretary

Signed, sealed, and delivered
in the presence of:

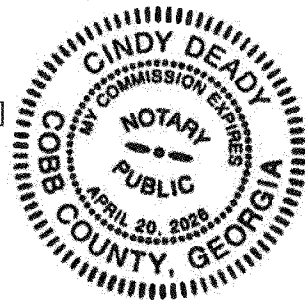
[Signature]
WITNESS

Cindy Deady
NOTARY PUBLIC

My Commission Expires:

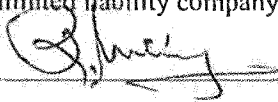
4-20-26

[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

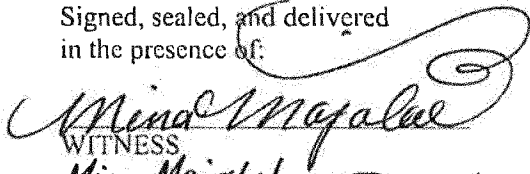
DECLARANT: UNITED FAMILY HOMES, LLC, a Georgia
limited liability company

By: 

Name: RAMAKRISHNAN SRINIVASAN

Its: UNITED FAMILY HOMES LLC

Signed, sealed, and delivered
in the presence of:


WITNESS

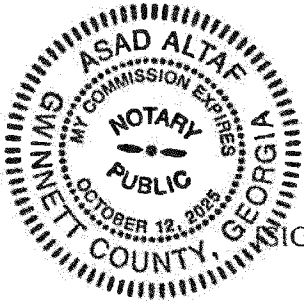
Mina Mojatal



NOTARY PUBLIC

My Commission Expires: 10/12/2025

[AFFIX NOTARY SEAL]



SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EXHIBIT "A"
Sworn Statement of the Secretary of
Seven Norcross Residential Association, Inc.

STATE OF GEORGIA
COUNTY OF GWINNETT

Re: Seven Norcross Residential Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed, and said on oath that:

1. Deponent is the Secretary of Seven Norcross Residential Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Fifth Amendment to the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown was approved by Owners of at least two-thirds (2/3) of the Units.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown.

This 18th day of May, 2022.

By:

Name:

April M. Cattabiano

April M. Cattabiano

Sworn to and subscribed before me this
18th day of May, 2022.

Cindy Deady
NOTARY PUBLIC

My Commission Expires: 4-20-26

[AFFIX NOTARY SEAL]

