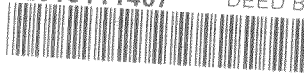


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DEED BOOK

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Linda Carter
Clerk of Superior Court
DeKalb County, Georgia

After Recording Return To:
The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005

Cross Reference:
Deed Book 12878, Page 450

STATE OF GEORGIA

COUNTY OF DEKALB

**AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR DILLARDS CROSSING**

This Amendment to the Declaration of Covenants and Restrictions for Dillards Crossing (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, on January 23, 2002, Dillard Crossing, LLP (hereafter referred to as "Declarant") recorded that certain Declaration of Covenants and Restrictions for Dillards Crossing in Deed Book 12878, Page 450 of the DeKalb County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Dillards Crossing Homeowners Association, Inc. (hereafter referred to as "Association") is the homeowners association identified and defined within the Declaration;

WHEREAS, pursuant to Article XII of the Declaration, the Declaration may be amended upon the approval of those members of the Association who own in the aggregate, no-fewer than sixty-seven percent (67%) of the Town Homes not owned by the Declarant;

WHEREAS, further pursuant to Article XII of the Declaration, the approval of such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the Association membership, or by such member signing a written approval of such amendment after the date on which such meeting was held;

WHEREAS, as of the date of this Amendment, the Declarant is no longer the owner of a Town Home in Dillards Crossing;

WHEREAS, members of the Association who own in the aggregate, no-fewer than sixty-seven percent (67%) of the Town Homes not owned by the Declarant have approved this Amendment either at a meeting of the membership or by signing written approvals to this Amendment after the date such meeting was held; and all such approvals are on record with the Secretary of the Association and are hereby incorporated into this Amendment by this reference; and

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

1.

Article I is amended by adding thereto the following:

"Georgia Property Owners' Association Act" or "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as the same may be supplemented, amended or modified. Dillard's Crossing is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act.

2.

Article IX is amended by adding thereto the following:

Section 24. Leasing. In order to protect the equity of the individual Town Home owners within Dillard's Crossing, to carry out the purpose for which Dillard's Crossing was formed by preserving the character of Dillard's Crossing as a residential property of predominantly owner-occupied homes, to prevent Dillard's Crossing from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that Dillard's Crossing be substantially owner-occupied, leasing of Town Homes shall be governed by the restrictions imposed by this Section.

(a) Restriction. Except as provided herein, the leasing of Town Homes shall be prohibited.

(b) Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Town Home by any person or persons other than the owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child or parent of an owner and shall not include the occupancy by a roommate of an owner who occupies the Town Home as such owner's primary residence.

(c) General. Any owner who desires to lease such owner's Town Home may

do so only if the owner has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an owner to lease his or her Town Home provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All permits shall be valid only as to a specific Town Home owner and Town Home and shall not be transferable between either Town Homes or Town Home owners.

(d) Leasing Permits. An owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty percent (20%) of the Town Homes in Dillards Crosssing. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Town Home to a third party (excluding sales or transfers to an owner's spouse, a person cohabitating with the owner, or a corporation, partnership, company, or legal entity in which the owner is a principal); (2) the failure of a Town Home owner to lease his or her Town Home within six months of the Leasing Permit having been issued; (3) the failure of a Town Home owner to have his or her Town Home leased for any consecutive six month period thereafter; or (4) the occurrence of the date referenced in a written notification by the owner to the Association that the owner will, as of said date, no longer need the Leasing Permit.

If current Leasing Permits have been issued for twenty percent (20%) of the Town Homes in Dillards Crosssing, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of outstanding current Leasing Permits falls below twenty percent (20%) of the Town Homes in Dillards Crosssing. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of current outstanding Leasing Permits issued falls to less twenty percent (20%) of the Town Homes in Dillards Crosssing. 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.

(e) Hardship Leasing Permits. If the failure to lease will result in a hardship, an owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (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 ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the owner. A "hardship" as

described herein shall include, but not be limited to the following situations: (1) a Town Home owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Town Home was placed on the market, sell the Town Home except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the owner dies and the Town Home is being administered by his or her estate; and (3) the owner takes a leave of absence or temporarily relocates and intends to return to reside in the Town Home. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the owner is approved for and receives a Leasing Permit.

(f) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(1) Notice. At least seven (7) days prior to entering into the lease of a Town Home, the owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. Within ten (10) days from the execution of the lease by both parties, the owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees.

(2) General. Town Homes may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Town Homes or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least six months, except with written Board approval. The owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations, and the written lease shall provide that the owner has done so.

(3) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Town Home in Dillard's Crossing shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of a Town Home shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Town Home. Any lessee, by occupancy of a Town Home, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Town Home owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Town Home owner who is leasing his or her Town Home fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Town Home owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. 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 demand to pay assessments or other charges to the Association, lessee shall be obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(B) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Town Home to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Town Home are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the owner shall pay the fine upon

notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Town Home. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the owner 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 on behalf and for the benefit of the owner, in accordance with the terms hereof, or to require the owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Town Home and the owner thereof, such being deemed hereby as an expense which benefits the leased Town Home and the owner thereof.

(C) Use of Recreational Amenities. The owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the owner has to use the recreational amenities on the Association Property.

(g) Applicability of this Section (Grandfathering of Current Owners). This Section shall not apply to any Owner who is an Owner of a Town Home on the date this Amendment is recorded in the DeKalb County, Georgia land records if the Owner is leasing the Town Home on such date, and the Owner may continue to lease the Town Home in accordance with the terms of the original Declaration as it existed prior to the date which this Amendment is recorded in the DeKalb County, Georgia land records; provided, however, upon the conveyance of ownership of the Town Home, this Section shall apply. The expressed purpose of this grandfathering provision is to allow Owners who own, and who are leasing, Town Homes as of the date this Amendment is recorded in the DeKalb County, Georgia land records to continue to lease their Town Homes, but to thereafter restrict leasing upon conveyance of ownership of the Town Homes (e.g., resales). Any owner of a Town Home which is leased on the date which this Amendment is recorded in the DeKalb County, Georgia land records must, within forty-five (45) days of such recording date, notify the Board of Directors in writing that the owner's Town Home is leased and provide a copy of the lease agreement in effect to the Board of Directors. Failure to provide such notice and lease to the Board shall disqualify the owner from this grandfathering provision.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 18th day of June, 2010.

DILLARDS CROSSING HOMEOWNERS
ASSOCIATION, INC.

Karla L. Ruggiero

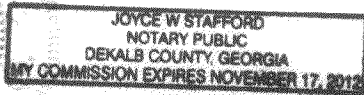
Signature of President

Print Name: KARLA L Ruggiero

Sworn to and subscribed before me
this 18th day of June, 2010

Witness: Quint Mismar

Joyce W. Stafford
Notary Public



Christina Morgan

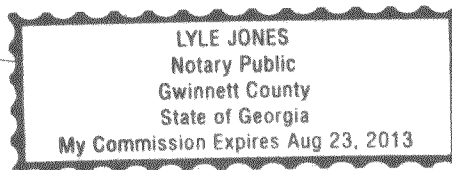
Signature of Secretary

Print Name: Christina Morgan

Sworn to and subscribed before me
this 17 day of June, 2010.

Witness: Lyle Jones

Lyle Jones
Notary Public



DILLARDS CROSSING

This form is provided to you because you are an owner of a Town Home in Dillards Crossing. The Board of Directors of the Dillards Crossing Homeowners Association has proposed amending the Declaration of Covenants and Restrictions for Dillards Crossing. A copy of the proposed Amendment is enclosed for your review. The Amendment is in final form but may only become effective upon the approval of members of the Association who own in the aggregate, at least sixty-seven percent (67%) of the Town Homes.

The Declaration requires a two-step amendment process. Members of the Association may vote for or against the Amendment at the upcoming annual meeting of the members. A notice for the annual meeting is enclosed. This form may be used as a ballot at the annual meeting to vote on the issue of the Amendment. After the annual meeting, members may continue to express their consent or rejection to the Amendment by completing and returning this form. We request that all forms be completed and returned to the address below within two weeks from the date of the annual meeting. After that time, the Board and other volunteers may go door to door to obtain completed forms. There is no cutoff date in the Declaration to the amendment process. The amendment process will thus continue until there are enough approvals to pass the Amendment or there are enough rejections to make passage of the Amendment impossible. Again, please either attend the meeting or complete and return this form to the following address within two weeks following the meeting.

Dillards Crossing Homeowners Association, Inc.
c/o Community Management Associates, Inc.
Attn: Rhonda Moles
1465 Northside Drive, N.W., Suite 128
Atlanta, Georgia 30318

Please check the appropriate box below.

- ☐ Yes, I/We approve the Amendment.
- ☐ No, I/We reject the Amendment.

Date

Signature of Owner

Print Full Name of Owner

Date

Signature of Co-Owner (not required)

Print Full Name of Co-Owner (not required)

Address