

Penalty: \$0.00 Interest: \$0.00
JUSTIN POWER, Clerk of Superior
Court
DAWSON County, Georgia

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Return to: NowackHoward, LLC
One Alliance Center, Suite 1650
3500 Lenox Road
Atlanta, Georgia 30326
ATTN : Shelby Bricka Perdue

STATE OF GEORGIA
COUNTY OF DAWSON

CROSS REFERENCE: Deed Book 67 Page 549
Deed Book 557 Page 168

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR BURNT
MOUNTAIN ESTATES**

This Amendment is made and entered into by Burnt Mountain Estates Association, Inc., (the "Association").

WHEREAS, Burnt Mountain Estates, Inc. recorded a Declaration of Covenants, Conditions Restrictions, and Easements for Burnt Mountain Estates on August 22, 1983, in Deed Book 67, Page 549, et seq., in Dawson County, Georgia land records, as amended (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration was stricken in its entirety by, and replaced with, the Amended and Restated Declaration of Covenants, Restrictions and Easements for Burnt Mountain Estates, recorded on October 20, 2003, in Deed Book 557 Page 168 et seq., in Dawson County, Georgia land records ("Declaration"); and

WHEREAS, the Association and the Owners desire to amend certain provisions of the Declaration as set forth herein and intend for this Amendment to be prospective only; and

WHEREAS, the Declarant no longer owns any real property subject to the covenants; and

WHEREAS, pursuant to Article XIV, Section 3, the Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote or written consent, of Owners holding at least two-thirds (2/3) of the Total Association Vote and shall become effective upon recordation, unless a later effective date is specified herein; and

WHEREAS, the required affirmative vote of at least two-thirds (2/3) of the Total Association Vote was obtained; and

WHEREAS, the foregoing Amendment does not materially and adversely affect the security title or interest of any mortgagee of a Lot; provided, however, in the event a court of competent jurisdiction shall determine that the foregoing Amendment does so, then this Amendment shall not be binding on the mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration in effect prior to this Amendment shall control with respect to the affected mortgagee.

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

1.

Exhibit “A”, Section (v) is hereby struck in its entirety and replaced with the following:

(v) “Occupant” means any Person who stays or remains on a Lot overnight. The terms “Occupy,” “Occupancy,” and “Occupied” shall each refer to the situation when a Person, natural or otherwise, stays or remains on a Lot overnight. By way of example, but not in limitation, a Person who is permitted access to a Lot using the services of a Rental Online Marketplace, as defined in Article VII, Section 3, is considered an Occupant and such use of the Lot is considered a short-term, transient rental which is prohibited under Article VII, Section 3 of this Declaration.

2.

Exhibit “A” is hereby amended by adding to the end thereof the following new Sections (dd), (ee), (ff) (gg), (hh), (ii), (jj) and (kk):

(dd) “Authorized Occupant” shall mean the Owner, or when the Owner is a natural person, the legal spouse of the Owner, parent or parent-in-law, grandparent or grandparent-in-law, an Owner’s child, stepchild, or grandchild, or brother or sister.

(ee) “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 an Authorized Corporate Occupant: (i) neither the Owner, nor any other interest holder in the Lot or in the Owner, may receive any rent, emolument or other consideration for such Occupancy; (ii) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Lot must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Lot or the Authorized Corporate Occupant’s occupancy thereof; and (iii) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of Article

VII, Section 3 of the Declaration, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural Person proposed by the Owner as the Authorized Corporate Occupant of its Lot is not: (i) the only officer of or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (ii) at least a fifty percent (50%) member of an Owner that is a limited liability company; (iii) at least a fifty percent (50%) member of an Owner that is a partnership; or (iv) at least a fifty percent (50%) beneficiary of an Owner that is a trust, then it shall be presumed that the designation of such natural Person is not in good faith and that the natural Person does not fit within the definition of Authorized Corporate Occupant hereunder. To overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural Person as the Lot's Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of Article VII, Section 3, or the purposes hereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ff) "Corporate Occupancy" shall refer to the occupancy of a Lot if an Owner of such Lot is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural Person. In this occupancy situation, such Owner's Lot may only be Occupied by a natural Person designated by the Board in writing as meeting the requirements set forth in Exhibit "A", Section (ee) (the "Authorized Corporate Occupant").

(gg) "Governing Documents" shall mean the Association's Declaration, Bylaws, Articles of Incorporation, plats, and any rules and regulations established by the Board of Directors pursuant to the Declaration, all as may be amended from time to time.

(hh) "Guest" shall mean a natural Person who (a) is specifically invited by an Owner to Occupy a Lot and (b) who does not pay the Owner either directly or indirectly any fee, service charge, or any other consideration in exchange for their Occupancy and (c) who does not Occupy the Lot for more than one hundred and twenty (120) days in a year. Any Person Occupying a Lot through use of a Rental Online Marketplace, as defined below, shall not be considered a Guest hereunder.

(ii) "Leasing," to "Lease," and "Leased" for the purposes of the Declaration means the Occupancy of a Lot by any Person(s) other than (1) an Authorized Occupant; (2) an Authorized Corporate Occupant; or (3) a Roommate of an Authorized Occupant or Authorized Corporate Occupant. Leasing of Lots is allowed only by (1) an Owner who has received a Leasing Approval as provided in Article VII, Section 3; or (2) the Association. A Person Leasing a Lot shall be referred to herein as a Lessee.

(jj) "Rental Online Marketplace" means any accommodation-sharing website or online platform through which properties are marketed or offered for transient and/or short-term rental or Occupancy. The term Rental Online Marketplace specifically includes, but is not limited to, the

websites and platforms known as “Airbnb,” “Evolve,” “Vrbo,” “FlipKey,” and “CouchSurfing,” and any other website, platform, or service utilized for Leasing a Lot.

(kk) “Roommate” shall be defined as any Person who occupies a Lot as his/her primary residence pursuant to a written agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the “Roommate Agreement”) under which such Person will Occupy the entirety of the Lot with the Authorized Occupant or Authorized Corporate Occupant who also must reside in the Lot as their primary residence. Notwithstanding the presence of an Owner, a Person shall not be considered a Roommate when that Person’s access to the Lot is arranged through the services of a Rental Online Marketplace.

3.

Article VII, Section 3 is hereby struck in its entirety and replaced with the following:

Section 3. Leasing and Occupancy.

(a) Definition of “Owner” for Purposes of Article VII, Section 3. For the limited purposes of this Article VII, Section 3 only, the definition of “Owner” under this Article VII, Section 3 shall include all Lot Owners, but shall not include any record holder of an interest in title to a Lot that is twenty-five percent (25%) or less, unless all title interests in the Lot are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors by sworn affidavits and competent evidence (and in addition to the title documents filed in the Dawson County land records or with other governmental agencies or departments) that the distribution of title interests in the Lot: (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 Article VII, Section 3 or of any other provision of, or the purposes of, the Governing Documents, as such is determined by the Board in its discretion. The record holders of all the title interests in the Lot shall have the burden of proof and it shall be presumed that a holder of a title interest of 25% or less is not an “Owner” for the purposes of this Article VII, Section 3. In its sole discretion, the Board may require submission of additional information to evaluate a transfer transaction and aid its determination under this Section.

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 Lot (as ownership may otherwise be defined by law), it being the intent of this Article VII, Section 3 to only regulate and restrict the occupancy of Lots to bona fide Owners and the others allowed herein. Further, this modification to the definition of “Owner” shall not be construed to exempt any record holder of an interest in title to a Lot who is otherwise an “Owner” pursuant to the Georgia Property Owners’ Association Act (“Act”) or the terms of this Declaration, regardless of their respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of the Act or this

Declaration other than this Article VII, Section 3, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(b) Designation of Authorized Corporate Occupant. An Owner, who is not a natural Person, may apply to have a natural Person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate Occupant's relationship with the Owner. The Board may require submission of additional true and accurate information that the Board deems necessary, in its sole discretion, to determine whether the natural Person proposed as an Authorized Corporate Occupant meets the requirements for Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but is not limited to, the Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members, and trustees.

Upon a determination that a natural Person meets the requirements of this Article VII, Section 3 for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural Person as the Authorized Corporate Occupant of Owner's Lot. A Person's designation as an Authorized Corporate Occupant shall terminate automatically upon such Person ceasing to meet the definition of Authorized Corporate Occupant set forth herein. The designated Person to Occupy a Lot shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine the length for which the Authorized Occupant or Authorized Corporate Occupant has Occupied a Lot and whether such Occupancy qualifies as the primary residence and whether a Person identified as an Authorized Occupant, Roommate, or Guest meets the requirements set forth hereunder, including, but not limited to, requesting copies of the written Roommate Agreement.

(c) Number of Occupants Allowed. No more than two (2) Occupants per bedroom are permitted on a Lot at any time, as such bedrooms are depicted on the original permitted plans for the homes in Burnt Mountain Estates Community approved by the applicable governmental agency. This limitation does not prevent residents from hosting temporary overnight guests, including family members like grandchildren, extended family or friends. The Board, in its sole discretion, may establish rules permitting temporary exceptions for such guests, ensuring that short-term visits do not violate occupancy restrictions. To help the Board keep the community informed, owners are encouraged to submit a written notice to the Association when expecting a larger number of guests for extended stays. However, short-term visits from family and friends, especially during holidays or vacations, will not be impacted. In cases where guests remain longer than one hundred and twenty (120) days, the Board may request that the owner formalize the arrangement under a Roommate Agreement. This ensures the owner remains present on the Lot, and that such a Roommate did not originate from a short-term rental platforms. Any

required variances under the Fair Housing Acts will be granted as necessary to comply with the law.

(d) Leasing Approvals. For the express purpose of preserving the character of the Burnt Mountain Estates Community as a Community of predominantly owner-occupied, Leasing of Lots is administered and restricted in accordance with this Article VII, Section 3. All Leasing activity must strictly comply with the requirements of this Article VII, Section 3.

Owners desiring to Lease their Lots may do so only if they have applied for and received from the Association a “Leasing Approval.”

An Owner’s request for a Leasing Approval shall not be approved if any Owner of a Lot is shown on the Association’s books and records to be more than thirty (30) days past due in the payment of any assessments, fines, or charges owed to the Association or if the Owner or the Owner’s occupants or permittees are in violation of the Governing Documents. If a Leasing Approval is revoked or denied, then the Owner may no longer lease. Upon one (1) year after the Owner’s Leasing Approval is revoked or denied, the Owner may request a new Leasing Approval.

All Leasing Approvals shall be valid only for a specific Owner and Lot and shall not be transferrable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner’s predecessor-in-title). Only once an Owner is issued a Leasing Approval may the Owner Lease their Lot provided such Leasing is in strict accordance with this Article VII, Section 3.

(e) Uniform Charge. The Board of Directors shall have the authority in accordance with O.C.G.A. § 44-3-225(a) and Article V, Section 7 of the Declaration to levy common expenses benefitting less than all the Lots where the benefit received for the services and items is uniform among the benefitted Lots. By way of illustration and not limitation, services and items which may be uniformly charged are those: (a) associated with the sale, Leasing and Occupancy of a Lot, including but not limited to updating records, processing forms, issuing parking passes and registrations, providing copies of documents, providing information for and/or completing lender forms, move-in/move-out fees, and maintaining a list of Leasing Approvals. These charges shall be called a “Uniform Charge” and, unless otherwise provided by the Board, all Uniform Charges must be paid before the Association is required to provide the service or item.

In particular, the Board of Directors shall have the power to impose a Uniform Charge on all Lots issued a Leasing Approval. No Leasing Approval will be issued unless the Uniform Charge is paid in full on or before the date the lease agreement is submitted.

The Uniform Charge shall be imposed on a calendar year basis, with the amount due

prorated for the Leasing Approvals issued during a year. The Uniform Charges imposed in this Section are non-refundable in whole or in part. The Board of Directors shall be authorized to assign to a Community Association Manager the right to collect a Uniform Charge directly from a Lot Owner when the item or service is performed by a Community Association Manager and is not included in the contract of services paid by the Association.

(f) Revocation of Leasing Approvals. Leasing Approvals shall be automatically revoked upon: (1) the sale, transfer or conveyance of ownership or record title interest of the Lot to a third party (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Lot (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) (3) the Occupancy of the Lot by the Owner; or (4) 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 Approval.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Approval upon the following occurrences: (i) when an Owner fails to pay all delinquent assessments, fines, or other charges, including any Uniform 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 Leasing Approval shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; or (ii) if the Owner or the Owner's Occupants or permittees violate the Governing Documents in a non-monetary manner (this shall specifically include the failure to keep up the Lot in compliance with the Community-Wide Standard; 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 Owner's Leasing Approval. The Leasing Approval 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.

(g) Short-Term Occupancy Prohibited.

Short-term, transient rentals of Lots, or any portion of a Lot, for any period less than thirty (30) consecutive days is strictly prohibited.

(i) General. No Lot or any part thereof shall be Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as "any Occupancy of a Lot 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 Lot by any Person for any period of time arranged through use of a Rental Online Marketplace 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 Article VII, Section 3, include but are not limited to: (1) the levying of daily fines against a violating Owner, Occupant, and/or Lot in an amount up to the greater of (i) the highest nightly rate at which such Lot is offered for Occupancy or (ii) Five Hundred Dollars (\$500.00) per day that the Lot is Occupied in violation of this Section; and/or (2) the filing of a lawsuit to enjoin the unauthorized Occupancy 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 special assessment against the violating Owner and a lien against the Owner's Lot.

(ii) Solicitation of Short-Term Occupancy Violations. It is a violation of this Article VII, Section 3 for any Lot to be advertised, listed, or otherwise offered on a Rental Online Marketplace as available for Occupancy. If this occurs, the Owner of such Lot shall be subject to fines levied by the Board in an amount up to the greater of: (i) the highest nightly rate at which such Lot is advertised, offered or listed for Occupancy that would violate this Section; or (ii) Five Hundred Dollars (\$500.00) per day for each day that the Lot is advertised, offered, or listed for Occupancy that would violate this Section. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific special assessment against the violating Owner and a lien against the Owner's Lot.

(iii) Applicability of Fine Amounts. The limitation on daily fine amounts stated herein shall apply only to violations of this Article VII, Section 3 and shall not operate as a limitation on fines for any other violations of this Article VII, Section 3 or this Declaration.

(h) General Leasing Provisions.

(i) Notice. All lease agreements shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease agreement. At least seven (7) days before entering into a lease agreement, the Owner shall provide the Board with: (1) a copy of the proposed lease agreement for the Board to review to insure compliance with the Governing Documents; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of the proposed Lessees and all other Occupants of the Lot; (3) the Owner's primary residence address and phone number, e-mail address, work location and work phone number; and (4) complete vehicle registration for any vehicles to be brought into the Properties by the Lessees; and (6) 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 Lot is being Leased. Nothing herein gives the Board of Directors the right to approve or disapprove a proposed Lessee. Within ten (10) days after executing a lease agreement for a Lot, the Owner shall provide the Board of Directors with a copy of the executed lease agreement and any changes to the information required by this Section.

(ii) Required Terms of Lease. Lots may be Leased only in their entirety; no rooms, portions, or fractions of Lots may be Leased without prior written approval of the Board of Directors. There shall be no subleasing of Lots or assignment of lease agreements without prior written approval from the Board. All lease agreements must be for a term of not less one (1) year and no more than two (2) years, except with written approval of the Board; however, in no circumstances will any Lease or rental of a Lot for a period less than thirty (30) days ever be approved by the Board of Directors.

All lease agreements for a Lot shall include an acknowledgement by the Lessee that he, she, or it has received and reviewed the Governing Documents and a covenant by the Lessee to comply with the terms of the Governing Documents. Any lease agreement for a Lot shall also be required to contain or incorporate by reference the terms set forth in this Article VII, Section 3 of the Declaration. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the lease agreement by the existence of this covenant, and the Lessee, by Occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the above-referenced language into the lease agreement. The Owner must provide the Lessee copies of the Governing Documents.

(i) Mandatory Lease Provisions. Regardless of whether or not a lease agreement was approved by the Board of Directors and regardless of whether or not the Owner Leasing is approved by the Board, any lease agreement for a Lot shall be required to contain or incorporate by reference the terms set forth in this Section below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the lease agreement and each Lessee of a Lot, by the existence of this covenant and Occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease agreement:

(i) If a Lot is Leased or Occupied in violation of the Governing Documents, or if the Owner, Lessee, any Occupant, invitee, or any Guest violates same, such violation (including to obtain a Leasing Approval) shall be deemed to be a default under the terms of any Lease or Occupancy agreement for the Lot 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 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 fifteen (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 Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(ii) Use of Recreational Facilities. The Owner transfers and assigns to the Lessee, for the term of the lease agreement, all rights and privileges the Owner has to use the Common Area recreational and social facilities, amenities, and all other Common Area.

(iii) Liability for Assessments. When an Owner who is Leasing his, her or its Lot fails to pay any annual, special, or specific assessment or any other charge due to the Association 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 to the Association. Upon request by the Board, the Owner's Lessee shall pay to the Association all unpaid annual, special, and/or specific assessments and other charges payable during and prior to the term of the lease agreement 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 the Owner lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay and be obligated to the Association for 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.

(j) Violations and Enforcement. If a Lot is Leased or Occupied in violation of this Article VII, Section 3 or other provisions of the Governing Documents, including failure to obtain a Leasing Approval, or if the Owner, Occupant, Lessee, Lessee, permittee, or Guest violates the Governing Documents, such violation is deemed to be a default under the terms of any lease agreement or Occupancy of the Lot. 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 agreement or Occupancy and to evict all Lessees and Occupants on behalf and for the benefit of the Owner, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Lessees and Occupants. Any costs and expenses incurred by the Association in enforcing any of the terms of this Article VII, Section 3 or the Governing Documents, including but not limited to reasonable attorneys' fees actually incurred, shall be specifically assessed against the Lot and shall be the personal obligation of the Owner and a lien against the Lot.

(k) Applicability. Those Owners who obtained title to their Lot by recorded instrument, such instrument recorded prior to Effective Date of this Amendment, and who, on the Effective Date were Leasing their Lots, as defined herein, may continue to Lease their Lots in accordance with the terms of the Declaration as it existed prior to the Effective Date and shall be considered "Grandfathered" for such Leased Lot. However, upon any sale, transfer or other conveyance of the Lot, any purchaser, transferee, or any other grantee thereof shall be subject to the provisions of this Article VII, Section 3 in its entirety as provided by the Act and the Grandfathered status shall automatically expire. Owners who were not leasing their Lot on the Effective Date of this Declaration are subject to the provisions of this Article VII, Section 3 in its entirety.

This Article VII, Section 3 shall not apply to any Leasing transaction entered into by the Association.

(l) Use of Common Area. By the execution and submission to the Association of the lease agreement of any Lot and by Leasing the Lot, the Owner of such Lot hereby acknowledges the transfer and assignment to the Lessee, for the term of the lease agreement, any and all rights and privileges to use of the Common Area recreational and social facilities and all other Common Area.

4.

Except as stated herein, the Declaration shall remain unchanged. The Effective Date of this Amendment shall be the date it is recorded in Dawson County land records. Any action to challenge the validity of this Amendment must be filed within one year of the Effective Date.

IN WITNESS WHEREOF, the undersigned officers of Burnt Mountain Estates Association, Inc., hereby certify that this Amendment to the Declaration was duly adopted by the requisite approval of Owners holding two-thirds (2/3) of the total Association vote with any required notices properly given.

This 11 day of February, 2025.

BURNT MOUNTAIN ESTATES
ASSOCIATION, INC.

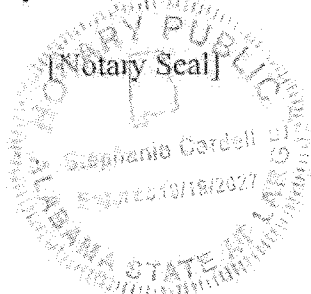
Sworn to and subscribed before me
this 11 day of February, 2025.

By: Benjamin C Latham III (Seal)
President, Benjamin C Latham III

Frances M. Latham
Witness

Attest: Justin Evans (Seal)
Secretary, Justin Evans

Stephen Cordell
Notary Public Exp 10-19-2027



[Corporate Seal]