

After Recording Return To:  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: David C. Boy, IV

Cross Reference:  
Deed Book 24237, Page 183

STATE OF GEORGIA

COUNTY OF DEKALB

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR LANTERN RIDGE**

This First Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Lantern Ridge (hereafter referred to as the “Amendment”) is made on the date set below.

W I T N E S S E T H:

WHEREAS, McCar Development Corp., a Georgia corporation (hereafter referred to as the “Declarant”), recorded that certain Declaration of Covenants, Restrictions and Easements for Lantern Ridge Community on November 13, 2001, in Deed Book 12630, Page 98, *et. seq.* of the DeKalb County, Georgia land records (hereafter referred to as “Original Lantern Ridge Community Declaration”);

WHEREAS, pursuant to Article II, Section 3 of the Original Lantern Ridge Community Declaration, the Declarant recorded that certain Supplemental Declaration of Covenants, Restrictions and Easements for Lantern Ridge Townhomes on November 13, 2001, in Deed Book 12630, Page 12, *et seq.* of the DeKalb County, Georgia land records (hereafter referred to as “Original Lantern Ridge Townhomes Declaration”);

WHEREAS, the Amended and Restated Declaration of Covenants, Restrictions and Easements for Lantern Ridge (hereafter referred to as the “Amended and Restated Declaration”) was approved by at least 2/3 of the Lot Owners subject to the Original Lantern Ridge Community Declaration and the Original Lantern Ridge Townhomes Declaration, and said Amended and Restated Declaration was recorded on February 4, 2014 in Deed Book 24237, Page 183, *et seq.* of the DeKalb County, Georgia land records;

WHEREAS, the Lantern Ridge Community Association, Inc. (hereafter referred to as the "Association") is the Association identified and defined within the Amended and Restated Declaration, and all Lot Owners within the Lantern Ridge Community are members of the Association;

WHEREAS, pursuant to O.C.G.A. Section 44-3-226 of the Georgia Property Owners Association Act, O.C.G.A. Section 44-3-220, *et seq.*, any instrument subject to the Georgia Property Owners Association Act may be amended only by the agreement of owners of Lots to which two-thirds of the votes in the Association pertain;

WHEREAS, pursuant to Article XVIII of the Amended and Restated Declaration, this Amendment has been approved by the Association members holding at least 2/3 of the total vote of the Association;

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1.

**Article X of the Amended and Restated Declaration is amended by striking the same in its entirety and substituting the following therefore:**

ARTICLE X. LEASING

In order to protect the equity of the Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner-occupied homes, to prevent the Community from assuming the character of a renter-occupied Community, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the community be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article. (For purposes of this Article X, the term "Lot" shall also include "Townhome Lot.")

(a) Leasing. Leasing of the Lots is permitted only as provided herein.

(b) Definitions. "Leasing" is defined as the regular, exclusive occupancy of a Lot 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 Lot as such Owner's primary residence.

(c) General. Any Owner who desires to lease such Owner's Lot 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 the Owner's Lot, provided that such leasing is in strict accordance with the terms of the permit and this

Article. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners and shall not be transferrable to successor Owners.

(d) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits, including Leasing Permits issued to grandfathered Owners as provided in section (j) of this Article, have not been issued for more than twenty percent (20%) of the total number of Lots. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot 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 Lot Owner to lease his or her Lot within six months of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive six month period thereafter; (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; or (5) seven years from the date of issuance of the Leasing Permit if the total number of Leasing Permits at the expiration of the seven year period exceeds twenty percent (20%) and other Owners are on the waiting list for a Leasing Permit.

If current Leasing Permits, including Leasing Permits issued to grandfathered Owners as provided in section (j) of this Article, have been issued for twenty (20%) of the total number of Lots, 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 total number of Lots. 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 than twenty percent (20%) of the total number of Lots. 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.

No Lot shall be eligible to obtain a Leasing Permit if the Owner of such Lot is more than thirty (30) days delinquent in any payment due to the Association, or if any Owner or Occupant of a Lot is in violation of the terms of the Declaration, Bylaws, or any rule or regulation of the Association. If an Owner of a Lot is more than thirty (30) days delinquent in any payment due to the Association, or if the Owner or Occupant of such Lot is in violation of the terms of the Declaration, Bylaws, or any rule or regulation of the Association, such Owner shall automatically forfeit the Owner's position on the waiting list, after being sent the notice set forth below in this section, and the owner must submit a new written application to be placed at the end of the waiting list for issuance of a Leasing Permit. Furthermore, if an Owner of a Lot with a Leasing Permit becomes more than thirty (30) days delinquent in any payment due to the Association, or if the Owner or Occupant of such Lot is in violation of the terms of the Declaration, Bylaws, or any rule or regulation of the Association, the Association may revoke such Owner's Leasing Permit; provided, however, the lessee and all other people occupying the Lot must vacate the Lot upon the expiration of the then current term of the lease in effect at that time. The Association shall provide the Lot Owner written notice of the delinquency or violation at least thirty (30) days prior to denial of a Leasing Permit, forfeiture of Owner's position on the waiting list, or revocation of an Owner's Leasing Permit. If the Owner fails to pay all amounts owed to the Association and/or abate all violations within the time

period specified in the notice, the Owner's Leasing Permit shall be denied, his or her waiting list position shall be forfeited, or his or her Leasing Permit shall be revoked without further notice. Thereafter, should the Owner pay all amounts owed to the Association and/or abate all violations, the Owner must again apply for and receive from the Board of Directors either a Leasing Permit or a Hardship Leasing Permit, in accordance with this Section, and such owner shall be placed on the end of any waiting list.

(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 Lot Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot 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 Lot 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 Lot.

Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Unless the Owner has applied for and received a new Hardship Leasing Permit, the Owner's tenant must vacate the Lot on or before the expiration date of the Hardship Leasing Permit. An Owner may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner receives a Leasing Permit.

(f) Leasing Provisions. Leasing shall be governed by the following provisions:

(1) Notice. At least seven (7) days prior to entering into the lease of a Lot, 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 the lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. 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. Lots may be leased only in their entirety; no fraction, portion, or room of a home, townhome, Lot, or Townhome Lot may be leased (other than to an Owner's roommate who resides in the residence with the Owner, which shall not constitute leasing, as defined herein). There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year, and the Owner may request an

extension or extensions from the Board for one (1) year periods. The Lot Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations.

(g) Entity Owners. If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this section, the natural person must have a substantial relationship to the legal entity, including being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twelve (12) months.

If the entity Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, or gratuity from or on behalf of the designated person(s) occupying the Lot, then such arrangement shall be considered leasing, and the Owner shall be required to comply with the entirety of this Article. The express purpose of this section is to ensure that entity owners do not utilize the designation of a natural person to occupy the Lot in order to circumvent the leasing restriction contained within this Section.

Entity Owners shall be eligible to be Grandfathered-Owners in the event any Entity Owner complies with the grandfathering provisions within section (j) below.

(h) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot (even if such lease is in violation of the Declaration) 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 Lot 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 the existence of this covenant; and any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease, whether or not expressly therein stated:

(1) 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 Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing the Owner's Lot 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 Lot 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 Lot 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.

(2) 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 the lease. Owner shall cause all occupants of the Owner's Lot 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 Lot 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 Lot. 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, including but not limited to, the leasing of a Lot without a Leasing Permit or a Hardship Leasing Permit, 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 Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof; and the Owner shall not again lease the Owner's Lot to any person without the expressed written approval of the Board.

(i) Lease Administration Fee. The leasing of Lots in Lantern Ridge creates administrative burdens for the Association, including, but not limited to, updating the Association's records, issuing access control devices, if any, to the Common Area. Pursuant to this Declaration and

the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners. In accordance with those provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration and the Act, any Owner who leases a Lot will be required to pay the Association an annual Lease Administration Fee. The initial Lease Administration Fee shall be one hundred and fifty dollars (\$150.00) for the first calendar year in which the Lease Administration Fee goes into effect. Thereafter, the Board of Directors, in its sole discretion, and from time to time, may increase the annual Lease Administration Fee. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

(j) Applicability of this Article (Grandfathering of Owners Who Are Currently Leasing). Except as provided herein, the leasing restrictions within this Article shall not apply to any Owner who is an Owner of a Lot on the date this Amendment is recorded in the DeKalb County, Georgia land records if the Owner is leasing the Lot on such date. The Owner may continue to lease the Lot in accordance with the terms of the Declaration as it existed prior to the date this Amendment is recorded in the DeKalb County, Georgia land records; provided, however, upon the conveyance of ownership of the Lot, all leasing restrictions of this Article shall apply. The expressed purpose of this grandfathering provision is to allow Owners who own, and who are leasing, Lots as of the date this Amendment is recorded in the DeKalb County, Georgia land records to continue to lease their Lots, but to thereafter restrict leasing upon conveyance of ownership of the Lots (e.g., resales).

Any assignment, extension, renewal, or modification of any lease agreement entered into prior to the date this Amendment is recorded in the DeKalb County, Georgia land records, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which shall comply with sections (f), (g), (h) and (i) of this Article.

Notwithstanding the above, in order for any such Owner to obtain the grandfathering of the Owner's Lot, the Owner must, within forty-five (45) days of the date this Amendment is recorded in the DeKalb County, Georgia land records, notify the Board of Directors in writing that the Owner's Lot is leased and provide to the Board a copy of the lease agreement in effect and any other documentation required under the Association's rules and regulations. Failure to provide such notice, lease, and documentation to the Board shall disqualify the Owner from this grandfathering provision. Notwithstanding any provision contained herein to the contrary, all grandfathered Owners that provide such notice, lease, and documentation to the Board within such forty-five (45) day deadline shall be issued a Leasing Permit regardless of the number of current, outstanding Leasing Permits.

(k) Applicability of this Article to Association Leases. Notwithstanding the above, this Article shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Lot without first obtaining a permit in accordance with this Article, and any such Lot shall not be considered as being leased in determining the maximum number of Lots that may be leased in accordance with this Article.

**Article IX, Section 9.3 of the Amended and Restated Declaration is amended by striking the same in its entirety and substituting the following therefore:**

9.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board; provided, however, vehicles may be parked in driveways and other areas authorized in writing by the Board only after all of the garage parking spaces serving the Lot have vehicles parked in them. Vehicles shall not be parked on any lawn or yard.

No on-street parking shall be permitted in the Community except as approved in writing by the Board. On-street parking shall be subject to such rules and regulations as the Board may adopt.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. The Association, acting through the Board of Directors and its agents, shall have the right to inspect the interior portions of the garages to ensure compliance with the parking regulations. Each Owner shall grant the Board of Directors and its agents access to the interior portion of his or her garage in order to complete such inspection.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered “disabled” if it does not have a current license tag or is inoperable. A vehicle shall be considered “stored” if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV’s and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Area during normal business hours for the purpose of serving a Lot or the Common Area; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Common Area overnight or for any purpose except serving a Lot or the Common Area.

If any vehicle is parked on any portion of the Community in violation of this Article or in violation of the Association’s rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name



and telephone number of the person or entity which will do the towing. In addition, the notice shall include the cost of recovery and information as to the form of payment. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Townhouse, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow. The Board may establish a graduated fine schedule for parking violations and/or may impose higher fine amounts for parking violations.

3.

Any action to challenge the validity of any provision of this Amendment, including the passage of this Amendment, must be brought within one (1) year of the recording of this Amendment in the DeKalb County, Georgia land records. No action to challenge any provision of this Amendment or the passage thereof may be brought after such time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the President and Secretary of Lantern Ridge Community Association, Inc. hereby certify that the agreement of the required majority to approve this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lantern Ridge was lawfully obtained and that all notices required by the Georgia Property Owners' Association Act were properly given.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

LANTERN RIDGE COMMUNITY  
ASSOCIATION, INC.

\_\_\_\_\_  
Signature of President  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Secretary  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public