

Deed Book 15435 Pg 6423  
Filed and Recorded Apr-21-2017 02:58pm  
2017-0044133  
Real Estate Transfer Tax \$0.00  
Georgia Intangible Tax Paid \$0.00

*Rebecca Keaton*

Rebecca Keaton  
Clerk of Superior Court Cobb Cty. Ga.

SPACE ABOVE RESERVED FOR RECORDING DATA

*Mail*  
After recording, please return to:

Coulter & Sierra, LLC  
2800 Century Parkway, Suite 275  
Atlanta, GA 30345  
Attn.: Amy H. Bray, Esq.  
1619.03

STATE OF GEORGIA  
COUNTY OF COBB

Cross Reference: Deed Book: 14617  
Page: 4252

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR PEPPERMILL SUBDIVISION**

This AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEPPERMILL SUBDIVISION ("Amendment") is made as of the 11<sup>th</sup> day of April, 2017 by PEPPERMILL HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation ("Association").

WITNESSETH:

**WHEREAS**, that certain Declaration of Protective Covenants for Peppermill Subdivision was first recorded on January 24, 1995 in Deed Book 8697, Page 359 and rerecorded July 21, 1995 in Deed Book 8985, Page 456, of the Cobb County, Georgia land records (the "Original Declaration"); and

**WHEREAS**, on June 18, 2008, the Amended and Restated Declaration of Covenants and Restrictions for Peppermill Subdivision was recorded in Deed Book 14617, Page 4252, *et seq.*, of the Cobb County, Georgia land records (as may be amended and/or supplemented from time to time, the "Declaration"); and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, Article X, Section 1 of the Declaration provides that the Declaration may be amended by the assent of Lot Owners having at least two-thirds (2/3) of the total eligible vote of the Association; and

**WHEREAS**, the Association desires to modify the existing leasing restriction; and

**WHEREAS**, Lot Owners holding at least two-thirds (2/3) of the total eligible votes in the Association desire to amend the Declaration and have approved this Amendment by affirmative vote at an annual or special meeting of the Association duly called for that purpose; and

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

1.

Article IX of the Declaration is hereby amended by modifying Section 1(a), as follows:

(a) Definitions.

- i. "Leasing" shall mean the regular, exclusive occupancy of a Lot by any person(s) other than the Owner and the Owner's family, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes hereof, the lease by a Lot Owner to a roommate while the Lot Owner continues to reside in the Lot shall not be considered a violation of this Article IX, Section 1.
- ii. "Family member" is defined as persons interrelated by blood, adoption, or marriage, and is deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and in-laws, and step-relatives.
- iii. "Authorized Corporate Occupant" means the occupant designated by a Lot 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 Lot 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 the name(s) of the Authorized Corporate Occupant, who will occupy the Lot. The name of each Authorized Corporate Occupant shall be designated in writing to the Board 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 Lot. Occupancy of an entity-owned Lot 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 Article.
- iv. "Effective Date" means the date that this Amendment is recorded in the Cobb County, Georgia land records.
- v. "Grandfathered Owner" means an owner who is lawfully leasing his or her Lot on the Effective Date, who is current in the payment of all assessments and other charges owed to the Association, and who,

within thirty (30) days of the Effective Date, provides the Board with a copy of the lease in effect on the Effective Date. For the purpose of this provision, "current in the payment of all assessments and other charges" shall mean that the owner is not shown on the books and records of the Association as being more than thirty (30) days delinquent in the payment of assessments or other charges. Grandfathering hereunder shall continue only until the earlier of:

a. the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person (other than the Owner's spouse or former spouse);

b. the date that the Grandfathered Owner is shown on the books and records of the Association as being more than thirty (30) days delinquent in the payment of any assessments or other charges owed to the Association hereunder; or

c. the date that the Grandfathered Owner occupies the Unit as his or her primary residence;

d. the date of the expiration of the lease that was in effect on the Effective Date.

vi. "Grandfathered Unit" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

vii. "Leasing" means the occupancy of a Lot by any person(s) other than:

a. the Lot Owner or a Family member 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;

b. an Authorized Corporate Occupant; or

c. a roommate of any of the above who also occupies the Lot as his or her primary residence.

A person occupying a Lot only may qualify to be an Authorized Corporate Occupant if no rent or consideration is paid or provided to the Lot Owner by or for the occupant. Additionally, a Lot may be considered to be 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.

2.

Article IX of the Declaration is hereby amended by modifying Section 1(b), as follows:

(b) Leasing Restrictions. No leasing of a Lot is permitted, except pursuant to the undue hardship and grandfathering provisions outlined in this Article IX, Section 1. For Grandfathered Units, no lease may have a term of more than one year.

3.

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

4.

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

5.

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

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal, as of the day and year first above written.

**ASSOCIATION:** **PEPPERMILL HOMEOWNERS ASSOCIATION, INC.,** a Georgia nonprofit corporation

By: 

Name: Robert Halley

Its: President

By: 

Name: Marty M. Bosworth

Its: Secretary

Signed, sealed, and delivered  
in the presence of:



WITNESS



NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



EXHIBIT "A"  
Sworn Statement of the President of  
Peppermill Homeowners Association, Inc.

STATE OF GEORGIA  
COUNTY OF COBB

Re: Peppermill Homeowners Association, Inc.

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

1. Deponent is the President of Peppermill Homeowners 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 Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Peppermill Subdivision was approved by Lot Owners holding at least two-thirds (2/3) of the total number of eligible votes in the Association have affirmatively voted and/or consented in writing to this Amendment with respect to the Declaration and such votes/consents were lawfully obtained.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Amended and Restated Declaration of Covenants and Restrictions for Peppermill Subdivision.

This 11 day of APRIL, 2017.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Sworn to and Subscribed before me this  
11 day of April, 2017:

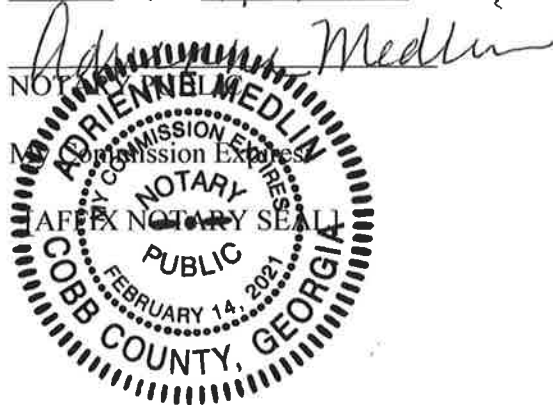


EXHIBIT "B"  
Sworn Statement of the Secretary of  
Peppermill Homeowners Association, Inc.

STATE OF GEORGIA  
COUNTY OF COBB

Re: Peppermill Homeowners Association, Inc.

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

2. Deponent is the Secretary of Peppermill Homeowners 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 Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Peppermill Subdivision was approved by Lot Owners holding at least two-thirds (2/3) of the total number of eligible votes have affirmatively voted and/or consented in writing to this Amendment and such votes/consents were lawfully obtained.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Amended and Restated Declaration of Covenants and Restrictions for Peppermill Subdivision.

This 11 day of April, 2017.

By: Marty M. Bosworth  
Name: Marty M. Bosworth

Sworn to and Subscribed before me this  
11 day of April, 2017:

Denae A. Arnes  
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

