

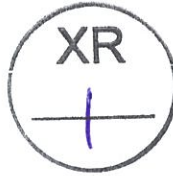
Deed Book 15619 Pg 5024  
Filed and Recorded Apr-15-2019 07:50am  
2019-0039560  
Real Estate Transfer Tax \$0.00  
Georgia Intangible Tax Paid \$0.00

*Rebecca Keaton*  
Rebecca Keaton

Clerk of Superior Court Cobb Cty. Ga.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: NowackHoward, LLC  
945 East Paces Ferry Road  
Resurgens Plaza, Suite 1250  
Atlanta, GA 30326  
Attn: Rebecca F. Drube, Esq.



STATE OF GEORGIA

Cross Reference:

Deed Book 13312

Page 3328

COUNTY OF COBB

**AMENDMENT TO THE DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS  
FOR CHIMNEY OAKS**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Chimney Oaks (hereinafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

**WHEREAS**, Civitania Partners, LLC, a Georgia limited liability company (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Chimney Oaks on December 4, 2000 in Deed Book 13312, Page 3328 of the Cobb County, Georgia property records (hereafter referred to as "Declaration");

**WHEREAS**, the Chimney Oaks HOA, Inc. (hereafter referred to as "Association") is the homeowners association identified and defined within the Declaration;

**WHEREAS**, Article 11, Section 11.6 the Declaration provides for amendment to the Declaration upon the affirmative vote or written consent of Owners to which at least two-thirds (2/3) of the votes in the Association pertain and the consent of Declarant; and

**WHEREAS**, Owners to which at least two-thirds (2/3) of the votes in the Association pertain have approved this amendment; and

**WHEREAS**, consent from the Declarant is not required as Declarant no longer owns any of property in the Community and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; and

**WHEREAS**, attached hereto as Exhibit “A” and incorporated herein by reference is the sworn statement and certification of the President of the Association, which sworn statement certifies that Owners holding the required majority of the Association vote voted in favor of adoption of this Amendment and that any notices required by the Declaration, the Bylaws, the Articles of Incorporation and Georgia law were duly given; and

**WHEREAS**, for purposes of this amendment, the effective date (“Effective Date”) shall mean the date this amendment takes effect as of recordation;

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

**1.**

**Article I of the Declaration is hereby amended by deleting therefrom, in its entirety, Section 1.13 thereof and substituting therefor the following new Section 1.13:**

**1.13** “Occupant” means any person staying at a Lot overnight or for a longer period. “Occupy” or “Occupancy” shall refer to the situation when a Person stays in a Lot for overnight or for a longer period.

**2.**

**Article 3 is hereby amended by deleting therefrom, in its entirety, Section 3.3 thereof and substituting therefor the following new Section 3.3:**

**3.3** Notice of Sale or Acquisition. Prior to the sale of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

**3.**

**Article 7, Section 7.5 entitled “Leasing” is hereby deleted in its entirety and replaced with the following new Section 7.5, also entitled “Leasing.”**

**7.5. LEASING.**

**For the express purpose of preserving the character of the Community as one of predominantly owner Occupied Lots, the Leasing of Lots is prohibited, except as provided herein.**

**(a) Leasing Restriction:** Leasing of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit as provided below; (3) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner’s predecessor-in-title).

Non-Grandfathered Owners who want to Lease their Lots may do so only if they have applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit”. Such a permit will allow an Owner to Lease his or her Lot, provided that such Leasing is in strict accordance with



the terms of the Permit and this Section 7.5. The Board of Directors shall have the authority to establish conditions as to the application for, form, duration and use of such Permits consistent with this Section.

(i) Leasing Permits.

The request of a qualified Owner for a Leasing Permit for a Lot shall be approved if the total number of Lots with outstanding Leasing Permits in the Property, plus the number of Grandfathered Lots, is less than four (4) Lots ("Leasing Cap"). Provided, however, a Leasing Permit shall not be issued to any Owner unless such Owner has Occupied the Lot for which the Leasing Permit is sought as such Owner's primary residence for at least two (2) consecutive years.

For the purpose of facilitating turnover of the Wait List for Leasing Permits, the Leasing Permit granted to an Owner hereunder shall automatically expire, and any Lease entered into thereunder shall terminate, after three (3) years (1,095 days) of Occupancy by a Lessee pursuant to a written Lease. In calculating the three (3) year period, the time period during which a Lot is not subject to a written Lease shall not be counted. Provided, however, that, notwithstanding anything herein to the contrary, the Leasing Permit granted to an Owner hereunder and any Lease entered into pursuant thereto shall, in all instances, expire no later than forty-five (45) months after it was issued. Upon expiration of a Leasing Permit hereunder, the Owner shall no longer have the right to Lease his or her Lot.

(ii) Wait List for Leasing Permits.

If the total number of Lots with current, outstanding Leasing Permits plus Grandfathered Lots equals or exceeds the Leasing Cap, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits, plus Grandfathered Lots, falls below the Leasing Cap. Owners who are otherwise eligible for a Leasing Permit and have been denied a Leasing Permit solely on the basis that there are no available Leasing Permits, shall be placed on a waiting list ("Wait List") to be issued such a Permit, if they so desire, when one becomes available. When a Leasing Permit becomes available, the qualified Owner(s) at the top of the Wait List will be notified in writing of his/her Lot's eligibility to receive a Leasing Permit and supplied a Leasing Permit for execution. The Lot Owner may accept the Leasing Permit by returning an executed Leasing Permit to the Board within thirty (30) days of the Board's written notice. If accepted, the Lot Owner shall have 90 days from the date of the written notice to enter into a Lease for the Lot. The Leasing Permit shall automatically be revoked and the Owner's name will revert to the bottom of the Wait List and treated as a new request, upon the earlier to occur of the following: (1) an executed Leasing Permit, in the form approved by the Board, is not returned within 30 days of the written notice; or (2) an executed Lease is not presented to the Board within 90 days of the written notice. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the Wait List for a Leasing Permit.

An Owner who has been placed on the Wait List for a Leasing Permit may not transfer or assign his, her or its position on the Wait List.

(iii) Hardship Leasing Permits.

If the inability to Lease will result in an undue hardship to an Owner, such Owner may apply to the Board of Directors for a Hardship Leasing Permit. Such a permit, upon its issuance, shall allow an Owner to Lease his, her or its Lot provided that such Leasing is in accordance with the terms of the Hardship Leasing Permit and this Declaration.

The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (a) the nature, degree, and likely duration of the



hardship, (b) the harm, if any, which will result to the Property if the Hardship Leasing Permit is approved, (c) the Owner's ability to cure the hardship; (d) the Owner's involvement in causing the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein may include, but not be limited to the following situations: (i) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within one hundred twenty (120) days 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; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) the Owner takes a temporary leave of absence, or otherwise temporarily relocates, outside of the greater metropolitan Atlanta area and intends to return to reside in the Lot.

The Board of Directors shall have the authority to establish conditions as to the application for, duration and use of Hardship Leasing Permits consistent with this Section 7.5(a)(iii). Hardship Leasing Permits shall not be transferable between either Lots or Owners. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and shall automatically expire at the conclusion of such one year term.

(iv) Denials and Revocation of Permits/Removal from the Wait List.

Notwithstanding anything to the contrary herein, any Owner who owes the Association any delinquent assessments, fines, or other charges (collectively, "Assessments") shall be ineligible to receive a Leasing Permit, a Hardship Permit, or to be placed on or remain on the Wait List. Otherwise qualified Owners who have been denied a Leasing Permit, Hardship Leasing Permit, or been denied placement on or removed from the Wait List for delinquency reasons shall, upon written request following resolution of the delinquency, be placed on the next available spot on the Wait List to be issued a Leasing Permit.

Leasing Permits, Hardship Permits and placement on the Wait List are automatically revoked upon: (1) the sale or transfer of ownership or record title interest in the Lot (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) and bona fide Lessee Occupying the Lot as his/her primary residence for 90 consecutive days at any time after the issuance of such permit; (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 Permit.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Permit or Hardship Leasing Permit upon the following occurrences: (1) when an Owner fails to pay all delinquent assessments, fines, or other charges 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 Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; or (2) if the Owner or the Owner's Occupants, Lessees, Guests, or invitees violate the Declaration, Bylaws or rules and regulations of the Association in a non-monetary manner, 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 Permit. The Leasing Permit 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.

An Owner may apply for an additional Leasing Permit at the expiration or revocation of a previous one.



(b) **General Leasing Provisions.**

Leasing in the Community shall be governed by the following provisions:

(i) **Notice.** At least seven (7) days prior to entering into the Lease of a Lot, the Owner shall provide the Board with a copy of the proposed Lease. All Leases shall be in writing and must comply with this Section 7.5 and this Declaration, the Association's Bylaws, the Articles of Incorporation and any rules and regulations promulgated by the Board pursuant thereto (the "Association Legal Documents"). If a proposed Lease does not comply, the Board shall notify the Owner of the action to be taken to bring the Lease into compliance. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed Lessee.

(ii) **General.** Lots may be Leased only in their entirety; no fraction or portion of a Lot may be Leased. There shall be no subleasing of Lots or assignment of Leases unless approved in writing by the Board.

All Leases must be for an initial term of not less than one (1) year, except with written Board approval. No Lot or any part thereof shall be Leased, rented, Occupied or used for transient or hotel purposes. For purposes hereof, transient purposes shall be defined as any Lease, rental or Occupation 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 below for Guests. For purposes of clarification, the Occupancy of a Lot by any person for any period of time arranged through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar accommodation-sharing websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or occupancy is considered transient purposes and is prohibited. All Leases shall include an acknowledgement by the Lessee that it has received and reviewed the Association Legal Documents and a covenant by the Lessee to comply with the terms of the Association Legal Documents.

Within ten (10) days after executing a Lease agreement for the Lease of a Lot, the Owner shall provide the Board with: (1) a copy of the executed Lease; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of all of the 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) such other information required by the Board. The Owner must provide the Lessee copies of the Association Legal Documents. 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.

(iii) **Compliance with Declaration, Bylaws, and Rules and Regulations.** All Lessees and Occupants shall comply with all provisions of the Association Legal Documents and shall control the conduct of all other Occupants and Guests of the Leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Lot to comply with the Association Legal Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the Lessee, or a person living with the Lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner or the Lessee, and such fine may be assessed against either the Owner or Lessee, at the Board's option. If the Board determines to first assess the fine to the Lessee, and the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine.

If a Lot is Leased or Occupied in violation of the Association Legal Documents, or if the Owner, Lessee, any Occupant, invitee or any guest violates same, such violation 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 the Lessee and 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 **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 Lessee and Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(iv) 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 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. Upon request by the Board, Lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the Lease 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 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 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.

(v) Use of Common Property. The Owner transfers and assigns to the Lessee, for the term of the Lease of a Lot, any and all rights and privileges that the Owner has to use the Common Property as a result of owning that Lot, including but not limited to, the use of any and all recreational facilities and other amenities.

(vi) Required Lease Provisions. Any Lease of a Lot shall be required to contain or incorporate by reference the terms set forth in Section 7.5(b)(iii) and (iv) above. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the Lease 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.

(vii) Lease Administrative Fee. An annual administrative fee in an amount equal to the annual assessment for the Lots shall be assessed to each Lot that is Leased during a calendar year. Payment is due on January 1st for Lots Leased on that date and due within ten (10) days after the execution of a Lease after January 1st of any year. The fee shall not be pro-rated.

(viii) Applicability to Certain Lease Agreements. Leases existing on the date that this Amendment is recorded in the Cobb County, Georgia records (the "Effective Date") shall be subject to this Section 7.5 but shall not initially be subject to the terms of sub-Section 7.5(b) herein; such Leases may continue in accordance with the terms of the Declaration as existed prior to this Amendment. However, any change in Occupancy, assignment, extension, renewal, or modification of any Lease, including, but not limited to, changes in the terms or duration of Occupancy or identities of Lessees, shall be considered a termination of the old Lease and commencement of a new Lease which must comply in full with this Section 7.5(b).

(c) Leasing Definitions. The defined terms used in this Section 4.5 shall have the following definitions:

(i) "Authorized Corporate Occupant" is as defined in Section 7.29(b) hereof. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar



accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(ii) "Family Member" shall be defined as an Owner's parent or parent-in-law; an Owner's spouse; or an Owner's child or step-child.

(iii) "Grandfathered Owner" means an Owner who is Leasing his or her Lot in compliance with the Declaration and pursuant to a written Lease on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the Lease in effect on the Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any Lease of the Lot shall automatically terminate on the earlier to occur of: (1) the date the Grandfathered Owner conveys any interest in title to the Grandfathered Lot (other than to the Grandfathered Owner's legal spouse); or (2) the date the Owner of the Grandfathered Lot Occupies the Grandfathered Lot as his or her primary residence.

(iv) "Grandfathered Lot" means the Lot owned and Leased by a Grandfathered Owner on the Effective Date hereof.

(v) "Guest" shall be defined as a person who: (a) possesses an established relationship with the Authorized Occupant or Authorized Corporate Occupant that is unrelated to the person's Occupancy of the Lot; (b) Occupies the Lot on a temporary basis for less than ninety (90) days in a year; and (c) does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Lot, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar accommodation-sharing websites or online platforms shall not be considered Guests hereunder.

(vi) "Lease" means any agreement, written or oral, by which a Lot Owner conveys a right to Occupy a Lot or any portion thereof to another Person. Lessee means the person(s) Leasing a Lot.

(vii) "Leasing" is defined as the Occupancy of a Lot by any person(s) other than: (1) the Owner or a Family Member of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Lot's Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Lot at the same time as the Roommate or Guest; and (ii) Occupies the Lot as his or her primary residence for at least eight (8) months out of each calendar year.

(viii) "Owner" For the purposes of this Section 7.5 only, the definition of "Owner" shall not include any record holder of an interest in title to a Lot that is ten percent (10%) or less, unless all title interests are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors of the Association by sworn affidavit and competent evidence (in addition to the title documents filed in the 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 Section 7.5 or of any other provision of, or the purposes of, the Association Legal Documents, as such is determined by the Board in its discretion. The record holders of all of 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 10% or less is not an "Owner" for the purposes of this Section 7.5 of the Declaration. In its sole discretion, the Board may require submission of true and accurate information in order to evaluate the transaction and aid its determination.



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 the parties to this Declaration to only regulate and restrict the Occupancy of Lots. 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" within the meaning of Article 1, Section 1.14 of this Declaration, regardless of his or her respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of this Declaration other than this Section 7.5, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(ix) "Roommate" shall be defined as any person who Occupies a Lot as his/her primary residence pursuant to an agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such person will Occupy the entirety of the Lot for a period of at least ninety (90) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also resides in the Lot. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar accommodation-sharing websites or online platforms shall not be considered Roommates hereunder.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the written Roommate Agreement.

#### 4.

**Article 7 is hereby further amended by adding the following new Section 7.29 entitled "Occupancy" to the end thereof:**

##### **7.29 Occupancy.**

(a) Number of Occupants. No more than two Occupants per bedroom may Occupy a Lot at any time. Upon written application, the Board of Directors shall grant variances to this restriction in order to comply with provisions of the Fair Housing Amendments Act of 1988.

(b) Corporate Occupancy. If an Owner of a Lot is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then 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 this Section 7.29(b) (the "Authorized Corporate Occupant").

(i) Definition. An 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 a Authorized Corporate Occupant: (1) neither the Owner, nor any other interest holder in the Lot or in the Owner, may receive any rent or other consideration for such Occupancy; (2) 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 (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Section 7.29 or Section 7.5 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 Owner as the Authorized Corporate Occupant of its Lot is not: (1) the sole officer or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (2) at least a fifty percent (50%) member of an Owner that is a limited liability company; (3) at least a fifty percent (50%) member of an Owner that is a partnership; or (4) at least a fifty percent (50%) beneficiary of an Owner that is an non-revocable 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. In order 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 Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of Section 7.29 or Section 7.5 of the Declaration, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) Designation. A Lot 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 not limited to, 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 Section 7.29(b) 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned officers of the Chimney Oaks HOA, Inc., hereby certify that these amendments to the Declaration were duly adopted by the requisite majority of the Association membership and any required notices given.

This 6 day of April, 2019.

**CHIMNEY OAKS HOA, INC.**

By:

President

(Seal)

Attest:

Vice-President

(Seal)

[CORPORATE SEAL]

Sworn to and subscribed to before  
me this 6 day of April, 2019.

Witness

Notary Public

[NOTARY SEAL]

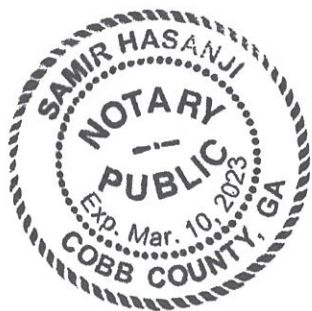




EXHIBIT "A"

Sworn Statement and Certification of President of Chimney Oaks HOA, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Chimney Oaks HOA, Inc.

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

1. Deponent is the President of Chimney Oaks HOA, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements was duly approved and consented to by Owners to which at least two-thirds (2/3) of the votes in the Association pertain in accordance with applicable law and the Declaration.
4. Any notices required by the Declaration, the Bylaws, the Articles of Incorporation and Georgia law were properly given.
4. Deponent makes this Affidavit pursuant to O.C.G.A. § 44-3-226(d) and Article 11, Section 11.6 of the Declaration.

This the 6 day of April, 2019.

Signed: WGlenn Howard

Print Name: WGlenn Howard

**SWORN TO AND SUBSCRIBED BEFORE ME**

this 6 day of April, 2019.

Witness

Notary Public

[NOTARY SEAL]

