



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

eFiled & eRecorded
DATE: 11/17/2022
TIME: 4:49 PM
DEED BOOK: 01347
PAGE: 00765 - 00772
RECORDING FEES: \$25.00
PARTICIPANT ID: 2452198986
CLERK: Jennifer Jordan
Pickens County, GA

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Cobb Olson & Andrie, LLC
500 Sugar Mill Road, Suite 160-B
Atlanta, Georgia 30350
Attn: Frank R. Olson

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 474
Page 453

COUNTY OF PICKENS

Deed Book 556
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**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR COVE LAKE**

WHEREAS, on September 26, 2003, Cove Lake, LLC ("Declarant") recorded a Declaration of Covenants, Conditions, and Restrictions for Cove Lake, in Deed Book 474, Page 453, et seq., Pickens County, Georgia records (hereafter the "Declaration"); and

WHEREAS, the Declaration has been previously amended by instrument recorded at Deed Book 556, Page 453, Pickens County, Georgia Records, and by instrument recorded at Deed Book ____, Page ____, Pickens County, Georgia Records; and

WHEREAS, the Declarant has voluntarily terminated all of its rights, title, interest, powers, privileges and immunities, which has the effect of transferring all those rights, title, interest, powers, privileges and immunities of the Declarant to the Board of Directors of the Cove Lake Property Owners Association, Inc., the Georgia nonprofit corporation formed by Declarant to manage the affairs of the Cove Lake community (the "Association"); and

WHEREAS, the original Declaration states that it and the property subject thereto are to be governed by the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220 *et seq.* (the "Act"); and as such, pursuant to O.C.G.A. § 44-3-234 of the Act, the strictures of O.C.G.A. § 44-5-60(b) and (d)(1), (2), and (4) no longer apply to the Association, the Declaration, or this Amendment; and

WHEREAS, pursuant to, *inter alia*, O.C.G.A. § 44-3-226(a) of the Act, the agreement of lot owners of lots to which two-thirds of the votes in the Association pertain has been obtained in favor of enactment of this amendment, as evidenced by the certification of the officers of the Association, attached hereto.

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

1.

The Declaration is hereby amended by adding a Paragraph 17 thereto, to read as follows:

17. Leasing. In order to protect the equity of the individual Owners within the Cove Lake 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 complex, 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 Section.

(a) General Prohibition. Except as specifically provided for herein, the leasing of Lots is prohibited, except on a hardship basis as more fully discussed below.

(b) Definition. "Leasing," for purposes of the Declaration, 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) Hardship Leasing Generally. 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 a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Lot on a temporary, hardship basis, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All permits shall be valid only

as to a specific Owner and Lot and shall not be transferable between either Lots or Owners.

Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. No transient, VRBO, HomeAway, AirBNB, HomeToGo, or any similar type of temporary, transient, hotel-type, or vacation-type leasing shall be allowed. All leases shall be in writing and in a form approved by the prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which may be granted in the Board's discretion. The Owner must provide the Lessee with copies of the Declaration, By-Laws, and the Rules and Regulations.

(d) Hardship Leasing Permit Expiration. An Owner's request for a Hardship Leasing Permit may, in the Board's discretion, be approved if: (1) the Owner has satisfied the conditions for hardship to the satisfaction of the Board as set forth more fully hereinbelow; (2) said Owner is current on all his or her payment obligations to the Association; (3) said Owner has never previously been denied a Hardship Leasing Permit nor had same revoked; and (4) said Owner is not offering a lease agreement to any person with either a history of disruptive behavior at the Association or who has demonstrated an attitude of disregard for the Association's rules or the rights or property of others, as evidenced by three or more violations of the Declaration, By-Laws, or Rules and Regulations of the Association within a twelve-month period.

Priority of approval for a Hardship Leasing Permit shall be given to any Owner who, prior to the enactment of this Amendment, had a written lease agreement in place on his or her Lot, if said Lessees and Owners have not, within a prior twelve-month period, violated the Declaration, By-Laws, and Rules and Regulations of the Association three or more times.

A Hardship Leasing Permit shall be automatically revoked upon the occurrence 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 an Owner to lease his or her Lot within six months of the Hardship Leasing Permit having been issued; (3) the failure of an Owner to have his or her Lot leased for any consecutive six month period thereafter; (4) the expiration of

any Lease; or (5) 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 Hardship Leasing Permit.

(e) Hardship Leasing Permits Specifically. 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 sole authority and discretion to issue or deny requests for Hardship Leasing Permits. 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 applying for same. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner must relocate his or her residence outside the Cove Lake community 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 (1) year. Owners may apply for additional Hardship Leasing Permits.

(f) Notice. At least fifteen (15) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Rules and Regulations adopted pursuant thereto. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board of Directors with a copy of the executed lease and the names, phone numbers, employer identities and locations, email addresses, and Social Security Numbers of the lessees.

(g) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities. Such rights and privileges shall not be shared between any Owner and his or her lessee during the term of the lease.

(h) Required Minimum Insurance Coverage. As a condition of being granted a Hardship Leasing Permit, an Owner must

keep and maintain at all times sufficient homeowners' insurance coverage in the event of damage or destruction to the portions of the community Lot for which he or she is responsible to maintain and repair. Any Owner seeking a Hardship Leasing Permit must, at the time of his or her application for such a Permit, deliver to the Board of Directors a certificate of insurance, Declarations Page, or other sufficient evidence of a valid and enforceable policy of insurance. Failure to submit such evidence with an application for a Hardship Leasing Permit shall be grounds for denial of a Hardship Leasing Permit.

(i) Liability for Assessments; Compliance. 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 existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, By-Laws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, By-Laws and Association Rules and Regulations 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 or her Lot to comply with the Declaration, By-Laws and Association Rules and Regulations, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Paragraph or if the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or Rules and Regulations, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a common expense, including water service to the Lot, subject to the provisions of this Declaration and the By-Laws, and to immediately revoke any Hardship Leasing Permit granted to such Owner.

If a Lot is leased or occupied in violation of the Declaration, Bylaws, or any rules and regulations adopted pursuant thereto, or if the Owner, Occupant or guest violates the Declaration, Bylaws, or any rules and regulations adopted pursuant thereto, such violation is

deemed to be a default under the terms of any lease or occupancy and shall require the Owner, upon written demand from the Association, to immediately terminate the lease without liability and to immediately evict the Lessee and all others in possession of the Lot in accordance with Georgia law.

Should the Owner fail or refuse to terminate the lease and initiate a dispossessory action to evict the Lessee and all others in possession of the Lot in the appropriate court of law within ten (10) days following written demand from the Association to do so, the Association shall in that event be authorized and empowered by the Owner, in the Association's own name, to itself terminate the lease and initiate a dispossessory action in the appropriate court of law against the Lessee and all others in possession of the Lot. Any Hardship Leasing Permit that has been issued to any such Owner who fails or refuses, upon demand, to terminate the lease and initiate a dispossessory action to evict the Lessee and all others in possession of the Lot in the appropriate court of law, shall be permanently revoked, and said failing or refusing Owner shall not be permitted to lease his or her Lot in the future.

The Owner hereby delegates and assigns to the Association, acting through the Board, the direct power and authority of enforcement against the Lessee and all others in possession of the Lot for breaches resulting from any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to terminate the lease and evict the Lessee and all others in possession of the Lot as attorney-in-fact for the Owner in accordance with the terms hereof. Such power, agency and authority granted to the Association by the Owner hereunder to terminate the lease and evict the Lessee and all others in possession of the Lot is durable, coupled with an interest, irrevocable by death or otherwise, and may be exercised notwithstanding any other remedies available to the Association at law or in equity or under this Declaration. Once the Association invokes its right to terminate the lease and evict the Lessee and all others in possession of the Lot, the Owner no longer has the right to extend, modify, or revive the terminated occupancy in any way.

If the Association proceeds to terminate the lease and evict the Lessee and all others in possession of the Lot, any costs, including without limitation reasonable attorney's fees actually incurred and court costs associated with the termination and eviction, shall be a specific assessment and personal obligation owed by the Owner, and shall also constitute a lien against the Lot.

(2) Liability for Assessments. When an Owner who is

leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then without prior notice or demand, the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, the 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, said lessee need not 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 said lessee fails to comply with the Board's request to pay assessments or other charges, said 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 he or she would otherwise be responsible.

(j) Applicability of this Section (Grandfathering of Existing Leases). Leases existing on the date which this Amendment is recorded in the county land records shall not be subject to the terms of this Section and such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment; provided, however, the following: (1) any such Owner with such preexisting lease is not delinquent on any assessment or other charge due to the Association or is otherwise in violation or breach of any covenant, rule or regulation of the Association; (2) any assignment, extension, renewal, or modification of any lease agreement, 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 must comply with this Section; and (3) any Owner of a Lot which is leased on the date which this Amendment is recorded in the county land records must, within forty-five (45) days of such recording date, notify the Board of Directors in writing that the Owner's Lot is leased and provide a copy of the lease agreement in effect to the Board of Directors. Failure to provide such notice and lease to the Board shall disqualify the Owner from this grandfather provision.

2.

Except as otherwise herein provided, the remaining terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of the Cove Lake Property Owners Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted and approved by the requisite majority of the Owners of the Association as required by O.C.G.A. § 44-3-226, with all required notices first being duly given.

This 17th day of November, 2022

**COVE LAKE PROPERTY OWNERS
ASSOCIATION, INC.**

By: [Signature]
Print Name: Jessie W. White
Title: Chairperson

ATTEST:

By: [Signature]
Print Name: Amita Keener
Title: Secretary

[Signature]
Unofficial Witness

Sworn to and subscribed
before me, this 17th day of
November, 2022

[Signature]
Notary Public
My commission expires: 08/10/2024

