

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

Cross Reference:  
Deed Book 4131, Page 189

STATE OF GEORGIA

COUNTY OF COBB

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RIDENOUR SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Ridenour Subdivision (hereafter referred to as "Amendment") is made on the date set below.

W I T N E S S E T H:

WHEREAS, Diversified Developments, Inc., a Georgia corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions for Ridenour Subdivision on September 24, 1986, in Deed Book 4131, Page 189 of the Cobb County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Ridenour Homeowners and Recreation Association, Inc. (the "Association") is the homeowners association established under the terms of the Declaration and operating at the Ridenour subdivision;

WHEREAS, pursuant to Article IX, Section 9.02 of the Declaration, the Restrictions (as defined in the Declaration) of the Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners and signed by the Declarant, if the Declarant is the owner of any real property subject to the Restrictions;

WHEREAS, Declarant no longer owns any property subject to the Restrictions, nor does Declarant have the right to annex Additional Property to the Property;

WHEREAS, seventy-five (75%) percent of the Owners have approved this Amendment via written consents, and such written consents are on file with the Secretary of the Association and are hereby incorporated into this Amendment by this reference to create one agreement;

NOW, THEREFORE, the Declaration and Restrictions are hereby amended as follows:

1.

**Article I of the Declaration is amended by adding the following as Section 1.14 thereto:**

1.14 “Georgia Property Owners’ Association Act” or “Act” shall mean the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be supplemented, amended or modified. Ridenour subdivision is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act.

2.

**Article III of the Declaration is amended by adding the following as Section 3.09 thereto:**

The Ridenour subdivision is a residential property owners’ development which hereby submits to the Georgia Property Owners’ Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

3.

**Article VI of the Declaration is amended by adding the following as Section 6.23 thereto:**

6.22 Leasing. In order to protect the equity of the individual Owners within the Property, to carry out the purpose for which the Property was formed by preserving the character of the Property as a residential community of predominantly owner-occupied homes, to prevent the Property from assuming the character of a renter-occupied development, 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) Prohibition. Except as provided herein, the leasing of Lots (including homes) is hereby prohibited.

(b) Short Term Leasing. Notwithstanding anything to the contrary herein, short-term rentals, transient tenants, and any other services utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services) are expressly prohibited, and such rental arrangements shall be considered an impermissible business activity.

(c) Definitions. "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, domestic partner, 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 dwelling.

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 subsection, the natural person must have a substantial relationship to the legal entity, including, by way of illustration and not limitation, 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 twenty-four (24) 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 Section. An express purpose of this subsection 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.

(d) 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 his or her Lot 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 Lot Owner and shall not be transferable between either Lots or Lot Owners.

(e) Leasing Permits. In order to be qualified to apply for and obtain a Leasing Permit for a Lot, an Owner must have regularly occupied that Lot as his or her primary residence for at least twenty-four (24) consecutive months. The purpose of this provision is to discourage the purchase of Lots by Owners for the sole purpose of renting the Lot as an investment property.

A qualified Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than five percent (5%) of the total number of Lots in the Community. 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; (2) the failure of a Lot Owner to lease his or her Lot within

ninety (90) days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive ninety (90) day period thereafter; or (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.

If current Leasing Permits have been issued for five percent (5%) of the total number of Lots in the Community, 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 five percent (5%) of the total number of Lots in the Community. 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 five percent (5%) of the total number of Lots in the Community. 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.

(f) 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 sole 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. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(g) Leasing Provisions. All leasing within 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 pursuant to subsection (e) of this Section 6.22, 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 said 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.

(ii) General. Lots may be leased only in their entirety; no fraction or portion may be rented. 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 twelve (12) months, except with written approval from the Board. The Lot Owner must provide the tenant copies of the Declaration, Association's Bylaws, and Association Rules and Regulations.

(iii) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot 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 a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of "leasing" stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(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 his or her 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 premises 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 this lease. Owner shall cause all occupants of his or her 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 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.

(3) Use of Common Property. 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 Property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(h) Applicability of this Section (Grandfathering of Owners Who Are Currently Leasing). Except as provided herein, the leasing restrictions within this Section 6.22 shall not apply to any Owner who is an Owner of a Lot on the date this Amendment is recorded in the Cobb County, Georgia land records if the Owner is leasing the Lot on such date pursuant to a lease for an initial term of six months or longer in accordance with the terms of the Declaration (a "Grandfathered Owner"). The Grandfathered 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

Cobb County, Georgia land records; provided, however, upon the conveyance of ownership of the Lot for value, all leasing restrictions of this Section 6.22 shall apply. The express 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 Cobb County, Georgia land records (the "Effective Date") to continue to lease their Lots without a Leasing Permit or Hardship Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Lots (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, provide a copy of a fully executed lease evidencing that the Owner's Lot was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, does not create a Grandfathered Owner.

Any and all leases entered into by a Grandfathered Owner must comply with subsection (g) of this Section 6.22.

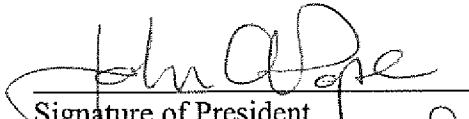
Leasing by Grandfathered Owners pursuant to this Subsection (h) shall not be counted when calculating the total number of Lots issued Leasing Permits.

IN WITNESS WHEREOF, the undersigned hereby unequivocally certifies that agreement of the required majority was lawfully obtained and that all notices were properly given.

[SIGNATURES ON FOLLOWING PAGE]

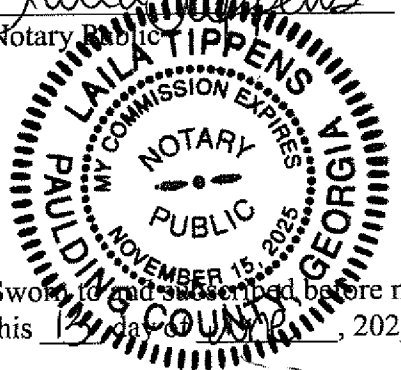
Dated this 13<sup>th</sup> day of June, 2022.


RIDENOUR HOMEOWNER AND RECREATION  
ASSOCIATION, INC.

  
Signature of President  
Print Name: JOHN A. PAPE

Sworn to and subscribed before me  
this 13 day of JUNE, 2022

Witness: Gary White  
Laila Tippens  
Notary Public



  
Signature of Secretary  
Print Name: Kevin Treuberg

Sworn to and subscribed before me  
this 13 day of JUNE, 2022

Witness: Mari Marsh  
Laila Tippens  
Notary Public

