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STATE OF GEORGIA

Cross Reference: Deed Book 47375  
Page 168

COUNTY OF FULTON

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING  
AUTUMN CHACE**

**WHEREAS**, on November 21, 2008, that certain Amended and Restated Declaration of Conditions, Covenants, Restrictions and Easements Regarding Autumn Chace was recorded in Deed Book 47375, Page 168, *et seq.*, Fulton County, Georgia records as amended by that First Amendment recorded on July 20, 2015 at Deed Book 55184, Page 508 *et. seq.* (hereinafter collectively referred to as “Declaration”); and

**WHEREAS**, Paragraph 17(a) of the Declaration provides that the Declaration may be amended with the approval of Owners holding two-thirds (2/3’s) of the total Association vote; and

**WHEREAS**, the Bylaws of the Autumn Chace Homeowner’s Association, Inc. are attached to the Declaration as Exhibit “A” (the “Bylaws”); and

**WHEREAS**, Paragraph 5E of the Bylaws provides that the Bylaws may be amended with the approval of Owners holding 66-2/3% of the total Association vote; and

**WHEREAS**, members of the Association holding at least the minimum requirements of the Declaration and Bylaws have approved this Second Amendment; and

**NOW, THEREFORE**, the Declaration (and Bylaws) are hereby amended as follows:

- 1. The last paragraph within Paragraph 6D of the Declaration is amended by deleting the following sentence:**

Services provided to the individual Lots such as garbage, recycling, water, sewer and cable shall be paid for as a Common Expense and shall be included in the budget.

**and replacing it with the following:**

Community wide garbage, recycling, water and sewer services provided to the individual Lots shall be paid for as a Common Expense and shall be included in the budget. If Community wide cable television service is provided to the individual Lots through a master agreement entered into by the Association, then it shall be paid for as a Common Expense and included in the budget.

**2. Paragraph 7 of the Declaration is amended as follows:**

**A. Paragraph 7A(3)(v) is amended by removing such subsection (v) and replacing it with the following:**

the dryer vent, range vent, any and all exhaust vents, and other vents with similar apparatus serving the Lot and penetrating through walls or roof of the dwelling on the Lot.

**B. Paragraph 7B(2)(v) is amended by addition of the words “ducts, exhaust vents and similar apparatus” such that it shall read as follows:**

(v) maintain, repair, and, as necessary, replace all roofs of dwellings and carports, limited to the roof shingles, felt paper or underlayment, decking, flashing, vent boots, and chimney caps, but excluding attic fans, vents, ducts, exhaust vents and similar apparatus serving the Lot, which are the Owner’s responsibility;

**C. The last paragraph within Paragraph 7(B)(2) currently includes the following:**

(9) attic vents and vent fans, if any;

**which shall be deleted and replaced with the following:**

(9) attic vents, exhaust vents, vent fans and other similar apparatus, if any; and

**3. Paragraph 9Q is amended by removing such subsection (Q) and replacing it with the following:**

Q. Windows and Window Treatments. Unless otherwise approved in writing by the Board of Directors, all windows on a dwelling on a Lot shall have customary and appropriate window treatments, other than garage windows, which shall not be covered without written approval of the Board of Directors. Towels, sheets, temporary paper,

window covers, and similar items shall not be used as window treatments. Security bars and similar devices are not permitted to be installed on the exterior of windows or window frames. No tinting of windows is permitted except with written approval of the Board. Windows shall contain mullions with nine sections per window panel. Owners may change the window mullions with written Board approval provided that the mullion change shall be consistently applied to all windows of the dwelling.

The Board may establish additional rules regarding window treatments and mullions, such as requirements for the location, type and exterior color of window treatments and mullions.

**4. Paragraph 9 is amended by the addition of the following Section Y:**

Y. Transient Tenants. No transient tenants are permitted to occupy or use any Lot. Notwithstanding anything in the Declaration to the contrary, neither Lots nor portions thereof (including but not limited to rooms therein) may be leased, rented or used for short-term hotel-type use, stay or occupancy, including but not limited to Airbnb or VRBO.

**5. Paragraph 9 is amended by deleting Section E and replacing it with the following:**

**E. Prohibition of Damage, Nuisance and Noise.**

Without the prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the rate of insurance required to be obtained by the Association on the Community, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body and/or which would increase the Common Expenses and/or which would create any unreasonable risk of injury or damage to person or property and/or which would cause any damage to the Common Property.

With many dwellings sharing common walls and dwellings close to the internal streets and parking areas, noise and/or vibrations generated in the Common Property (or driveways or garages/carports of Lots or otherwise outside of a dwelling), can be undesirable as it may be detectable within a dwelling. As a result, neither Owners, Occupants, nor guests, nor family members of any shall conduct activity (including but limited to use of vehicles) of any sort in the Common Property (or driveways or garages/carports of Lots) or otherwise outside of a dwelling that generates noise, and/or vibrations in a manner that interferes, in the Board's sole discretion, with the reasonable use and quiet enjoyment of Owners and/or Occupants, family members or guests in a dwelling.

Furthermore, noxious, destructive, offensive or unsanitary activity shall not be carried on at the Community. No Owner or Occupant nor family member or guest may use or allow the use of the dwelling/Lot, the Common Property or any area outside a dwelling at any time, in any way, which may endanger the health or property of other Owners,

Occupants, family members or guests, unreasonably annoy, disturb or cause embarrassment or discomfort to such individuals, or, in the Board's sole discretion, constitutes a nuisance.

The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturb or impair the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(i) Any fighting, raucous behavior or insobriety within the Common Property (or outside a dwelling) at the Community, if such conduct can be heard in the normal course of activities from within a Lot;

(ii) The use of any household intrusion-type alarm (except for normal alarm testing and actual emergencies) or other equipment or device, mechanical or otherwise, of any kind within a dwelling or on a Lot, which creates or produces excessively loud sounds or vibrations, if such sounds can be heard or vibrations felt in the normal course of activities within another dwelling;

(iii) Any threatening, harassing or intimidating conduct by an Owner or Occupant, family member or guest towards any Association officer, director, managing agent, or other agent or staff member;

(iv) Any conduct by an Owner or Occupant, family member or guest within the Common Property (or outside of a dwelling) which: (1) creates any danger or risk of injury to others or damage to property at the Community; or (2) which creates any threat to health or safety of any other Owner, Occupant, family member, guest, invitee or pet at the Community; or (3) which unreasonably interferes with the peaceful use and enjoyment inside of a dwelling or the Common Property by any other Owner, Occupants, family members, guests, or invitees;

(v) Any conduct in a dwelling which creates any noxious or toxic odor or smoke, if such odor or smoke can be detected in the normal course of activities inside another dwelling;

(vi) Any construction, renovation or excessive noise producing activities, machinery or equipment in or outside of a dwelling or in the Common Property by an Owner or Occupant, agent, family member, guest, invitee or pet at the Community, between the hours of 8:00 p.m. and 8:00 a.m. Monday to Saturday and all day Sunday other than 9 a.m. to 4 p.m., which can be heard within a dwelling on another Lot; provided, however, in the event of an emergency (as may be defined by the Board of Directors in the rules and regulations), such work may take place beyond such hours, if and to the extent necessary and through use of means/methods that keep such noise to a minimum.

The Board may, through rules and regulations, further set hours and other limitations for various outside activity and actions as a part of implementing this Section E.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Community or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Community, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Property, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

As provided in Paragraph 16 herein, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a person violating this Section E. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia Law against the Violator before the Association intervenes and commences enforcement action against such Violator. The Board shall have the authority, as a part of making its determination to proceed with action of any sort, to determine, in the Board's sole discretion, as to whether there has been a violation of any of the provisions within this Section E.

**6. The second paragraph of Paragraph 10 of the Declaration currently includes the following sentence:**

(3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence.

**Which sentence shall be amended as follows:**

(3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant as well as the roommate each occupy the Lot as his or her primary residence.

**7. Paragraph 10A of the Declaration entitled "Permitted Leasing" is amended by the addition of the following as Section (4) 18 Month Waiting Period for New Owners:**

Notwithstanding anything in this Paragraph 10 to the contrary and in addition to all other requirements to obtain a Leasing or Hardship Permit, an Owner may not

request/apply for a Leasing Permit nor a Hardship Permit unless and until the Owner has owned the Lot for at least eighteen (18) consecutive months prior to making the request/application for such Permit (“New Owner”). Any New Owner shall not be eligible for the Leasing Permit waiting list until the condition in this Section (4) has been satisfied as well any others herein.

**8. Paragraph 4J of the Bylaws is amended by deleting such paragraph and replacing it with the following:**

**J. Checks, Agreements, Contracts, Deeds, Leases, Etc.**

(1) At least one officer of the Association shall approve all checks or similar payment instruments for operational expenses of the Association and at least one other officer of the Association (or such other person(s) as may be designated by resolution of the Board of Directors) shall execute all such approved checks etc; provided as to reserve account or similar instruments holding reserve funds, such payment instruments shall require execution by two officers or one officer and such other person as may be designated by resolution of the Board of Directors.

(2) At least two officers of the Association shall execute all, deeds, leases, promissory notes and other similar debt instruments of the Association.

(3) At least two officers of the Association (or one officer and one such other person(s) as may be designated by resolution of the Board of Directors) shall execute all agreements and contracts (other than those in J(2) above) where the amount to be paid by the Association for the service (for repairs etc.) or product is determined by the Board to be \$5000 or higher and at least one officer shall execute where it is less than \$5000 combined with the approval by a second officer via email (or other written manner) to such agreement or contract.

**9. Paragraph 5D of the Bylaws is amended by deleting such paragraph and replacing it with the following:**

Financial Review. A financial review of the Association’s accounts shall be performed annually in the manner provided by the Board of Directors. A majority of the total Association membership may require that an independent accountant audit the Association's accounts, as a Common Expense, if the Board did not choose to have the financial review in such manner. The review (and the audit, if required) shall be made available to the holder, insurer, or guarantor of any first mortgage upon a Lot upon submission of a written request therefor.

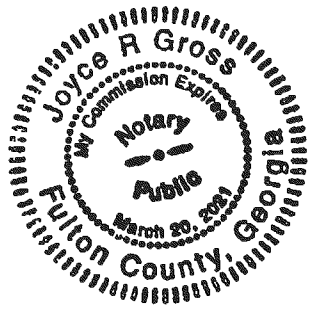
IN WITNESS WHEREOF, the undersigned officers of Autumn Chace Homeowner's Association, Inc. hereby certify that the above Second Amendment was duly adopted by the Association and its membership and any notices required were properly given.

Sworn to before me this  
1 day of October, 2019.

[Signature]  
Witness

[Signature]  
Notary Public

[Notary Seal]



ASSOCIATION:  
AUTUMN CHACE HOMEOWNER'S  
ASSOCIATION, INC.

By: [Signature] (Seal)  
President

Attest: [Signature] (Seal)  
Secretary

[Corporate Seal]