



Lazega & Johanson LLC
P.O. Box 250800
Atlanta, Georgia 30325
(404) 350-1192 Telephone
(404) 350-1193 Facsimile
www.ljlaw.com

Direct Phone: (404) 671-3341
Direct Facsimile: (404) 671-3342
Email: jamiel@ljlaw.com

July 29, 2025

Canaan Walk Homeowner

Re: Proposed Amendments to the Governing Documents for Canaan Walk

Dear Homeowner:

The Board of Directors ("Board") of the Canaan Walk Homeowner's Association, Inc., has asked that I write to all property owners to briefly discuss the enclosed Amendment to the Declaration of Covenants, Conditions and Restrictions for Canaan Walk Subdivisions (2001 & 2006 versions), which the Board has proposed for the approval by the Association membership.

The Board is proposing several important amendments, which are summarized below. However, the Board encourages all Owners to review the proposed amendments and contact any member of the Board at the email address provided below if you have any questions.

1-5. PART A - Submit to Georgia Property Owners' Association Act ("POA").

The Board is proposing to amend the Declaration to adopt the Georgia Property Owners' Association Act ("POA"). The POA is a law created for homeowner associations to give greater assessment collection and enforcement powers against delinquent or violating owners. The Board believes that any provisions which help with community delinquencies and violations will benefit all members who are responsible about paying their assessments and complying with community regulations. While this law was adopted specifically to help homeowner associations, existing associations must vote to take advantage of the benefits of the POA. Homeowner associations across Georgia are overwhelmingly adopting the POA. Passage of this amendment is required for the leasing and short-term tenancy use amendment (Part B in the next section).

6. PART B - Leasing & Short-term Tenancy Use Regulations.

The current legal documents for the Canaan Walk Subdivision provide minimal control over the leasing of homes and minimal provisions to deal with tenants who may create problems in the community. The Board believes that it is important to establish regulations and controls in an effort to preserve safety and property values at Canaan Walk.

Landlord owners would be required to be responsible for their tenants' conduct and violations and would be required to do background checks on prospective tenants before signing leases. Owners would not provide the reports or results of the background checks to the Board, but owners would have to provide the Board a receipt to show that a background check was ordered. In addition, landlords would be required to include specific terms in leases to protect the Association and provide copies of leases and tenant information to the Association.

Landlord owners would have to pay an annual Leasing Administrative Fee to offset Association time and expense related to leasing. This fee is to cover the cost of administering these leasing regulations, such as monitoring for leasing, collecting leases and required information about tenants, and communicating to landlord owners about tenant issues.

This amendment also prohibits leasing for any period of less than a year and prohibits short-term transient tenancy (i.e., Airbnb) use entirely.

If you wish to pass this amendment, please also vote in favor of the POA Amendment (Part A) as adoption of the POA is required for the leasing and short-term tenancy use regulations to be enforceable.

Part C – Various Other Amendments

7-8 Fix Drafting Errors.

This amendment remedies a typographical error in numbering in the 2001 Declaration and a typographical error in the Association's name (Homeowner's as compared to Homeowners) in the 2001 and 2006 Declarations.

9. Business & Residential Use.

This amendment restricts the Lots to residential use with certain exceptions to allow business activities (i.e.: teleworking) inside the home that are not detectible from outside the home or cause a burden on the rest of the Subdivision.

10. Dogs & Cats.

This amendment allows Owners and occupants to have only dogs or cats as pets.

11. Commercial Vehicles.

This amendment restricts vehicles with commercial writing on their exteriors in the Subdivision except for law enforcement and fire department vehicles.

12. Window HVAC Prohibition.

This amendment prohibits the installation and use of window HVAC units on the lots.

13. Structures on Fronts of Homes Prohibition.

This amendment prohibits the addition of decks, patios, and porches on the front of homes.

14. Security and Electronic Records.

This amendment limits the Association's liability for third-party criminal activity on the property and allows the Association to conduct business electronically.

The Board believes that these amendments are vital and urges you to approve the amendments. Please complete and return the enclosed ballot as soon as possible but no later than Friday, September 27, 2025 at 5:00 pm **Yergan Jones** at yerganjones@aeeproductions.com or **Yunice Patrick** at yjpatrick@bellsouth.net or **by mail to Canaan Walk Homeowner's Association, Inc. PO Box 44112, Atlanta, GA 30336-1112.** The Board appreciates your support! If you have questions about the proposed amendments, please contact any member of the Board.

Sincerely,
LAZEGA & JOHANSON, LLC


Jamie Platt Lyons

Enclosures
cc: Board of Directors

BALLOT
CANAAN WALK HOMEOWNER'S ASSOCIATION, INC.
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANAAN WALK
SUBDIVISION (2001 & 2006 VERSIONS)

July 29, 2025

The Board of Directors of the Canaan Walk Homeowner's Association has proposed several important amendments to the Association's governing legal documents, including an amendment to submit the Canaan Walk Subdivision and governing documents to the Georgia Property Owners' Association Act ("Act"), an amendment to provide leasing regulations, fix drafting errors, and amendments to limit business use, pets, vehicles with commercial writing, window HVAC units, structures on the fronts of homes, security liability, and allow the use of electronic documents.

The Board encourages you to **vote in favor of these proposed amendments**. You may vote separately on these amendments below; provided, however, the leasing amendment will be adopted and recorded only if the POA amendment also is approved. If you support the leasing amendment, you also should vote in favor of adopting the POA amendment.

To establish a quorum, members entitled to cast at least ten percent (10%) of the votes in the Association must return completed ballots by the deadline below. Once a quorum is established, the amendment must receive the approval of Owners holding at least two-thirds of the total eligible Association vote in order for the amendments to pass. There are 47 Lots in Canaan Walk, so a quorum is established when 5 completed ballots are returned to the Association and the amendment passes when 32 ballots are returned in favor of the amendment.

Please return this ballot as soon as possible to either Board member Yergan Jones at yerganjones@aeeproductions.com or Yunice Patrick at yjpatrick@bellsouth.net or by mail to Canaan Walk Homeowner's Association, Inc. PO Box 44112, Atlanta, GA 30336-1112. To be counted all ballots must be received no later than 5:00 p.m. Friday, September 27, 2025. Any ballots received after the date and time mentioned above will not be counted.

NOTE: Only one Owner signature is required for Is with co-owners. If you have questions regarding the documents, please contact the Board of Directors. The Board appreciates your continued support.

The undersigned member of the Canaan Walk Homeowner's Association, Inc. hereby consents and agrees to the proposed amendments as follows:

[CHECK ONE FOR EACH AMENDMENT]

PART A. – POAA AMENDMENT - Paragraphs 1–5 of the Amendment)

I approve this Declaration Amendment I do not approve this Declaration Amendment

PART B – LEASING (Paragraph 6 of the Amendment) – MUST APPROVE PART A FIRST

I approve this Declaration Amendment I do not approve this Declaration Amendment

PART C – VARIOUS AMENDMENTS

AMENDMENT TO FIX DRAFTING ERRORS (Paragraph 7 & 8 of the Amendment)

I approve this Declaration Amendment. I do not approve this Declaration Amendment

BUSINESS & RESIDENTIAL USE AMENDMENT (Paragraph 9 of the Amendment)

I approve this Declaration Amendment I do not approve this Declaration Amendment

DOGS & CATS AMENDMENT (Paragraph 10 of the Amendment)

I approve this Declaration Amendment I do not approve this Declaration Amendment

COMMERCIAL VEHICLE AMENDMENT (Paragraph 11 of the Amendment)

I approve this Declaration Amendment I do not approve this Declaration Amendment

WINDOW HVAC AMENDMENT (Paragraph 12 of the Amendment)

I approve this Declaration Amendment I do not approve this Declaration Amendment

STRUCTURES ON FRONTS OF HOMES AMENDMENT (Paragraph 13 of the Amendment)

I approve this Declaration Amendment. I do not approve this Declaration Amendment

SECURITY AND ELECTRONIC RECORDS ADDITION (Paragraph 14 of the Amendment)

I approve this Declaration Amendment. I do not approve this Declaration Amendment

This ____ day of _____, 2025.

Owner Name:

_____ Print

Canaan Walk Address:

_____ Signature (only one per Lot)

Return to: Lazega & Johanson, LLC
PO Box 250800
Atlanta, Georgia 30325
Attn: Karen Sabatino

[Space Above Reserved for Recording Data]

Cross Reference: Deed Book 29899
Page 195

STATE OF GEORGIA
COUNTY OF FULTON

Deed Book 43305
Page 410

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Canaan Walk Subdivision was recorded on January 24, 2001, in Deed Book 29899, Page 195, *et seq.*, Fulton County, Georgia land records naming Benchmark Unlimited, Inc. as the Declarant (“2001 Declaration”); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Canaan Walk Subdivision was recorded on August 24, 2006, in Deed Book 43305, Page 410, *et seq.*, Fulton County, Georgia land records naming the Association as the Declarant (“2006 Declaration”); and

WHEREAS, Article VI, Section 2 of the 2001 and 2006 Declarations both provide for amendment of the Declaration by the affirmative vote of sixty-six percent (66%) of the membership voting on such matter, so long as the Declarant does not own any Lot in the Subdivision and such amendment shall not adversely affect the title to any Lot; and

WHEREAS, the Declarant does not own any Lots in the Subdivision and this amendment does not adversely affect the title to any Lot; and

WHEREAS, the Georgia Property Owners Association Act provides for amendments to the Declaration by two-thirds (2/3) of the eligible total association vote; and

WHEREAS, at least two-thirds (2/3) of the eligible total association vote have affirmatively voted in favor of this Amendment.

NOW, THEREFORE, the 2001 and 2006 Declarations are hereby amended as follows:

PART A. POAA AMENDMENTS

1.

Article I, Section 2 of the 2001 and 2006 Declaration is hereby amended by adding the following language to the end thereto:

Any Owner whose voting rights have been suspended by the Association’s Board of Directors or pursuant to this Declaration shall be ineligible to vote in Association matters and said Owner’s vote shall not count towards the total association vote.

THIS AMENDMENT SUBMITS THE SUBDIVISION TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS AT CANAAN WALK

2.

Article I, Section 9 of the 2001 Declaration and Article I, Section 10 of the 2006 Declaration is hereby amended by adding the following language to the end thereto:

The Subdivision constitutes 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. (Michie, 1982), as such act may be amended from time to time.

3.

Article I of the 2001 Declaration is hereby amended by adding the following new Sections 12-15 to the end thereto and Article I of the 2006 Declaration is hereby amended by adding the following new Sections 14-17 to the end thereto:

Section 12/Section 14 (as the case may be). "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44 3 220, et seq. (Michie 1982), as may be amended from time to time.

Section 13/Section 15 (as the case may be). "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Canaan Walk Subdivision, as may be amended from time to time.

Section 14/Section 16 (as the case may be). "Bylaws" means those certain Bylaws of Canaan Walk Homeowner's Association, Inc., as may be amended from time to time.

Section 15/Section 17 (as the case may be). "Association Legal Documents" shall mean the Articles of Incorporation, the Declaration, the Bylaws, in addition to the all rules and regulations promulgated by the Board, the design guidelines, if any, and all plats, as may be amended from time to time.

4.

Article IV, Sections 1, 3, and 5-10 of the Declaration are hereby deleted in their entirety and the following new Sections 1, 3, and 5-7 are hereby substituted therefor (Article IV, Sections 8-10 are reserved for future use):

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) general assessments or charges; (ii) special assessments provided for herein; (iii) specific assessments which may be assessed hereunder and in accordance with Section 44-3-225(a) of the Act, including but not limited to reasonable fines imposed in accordance with the terms of the Association Legal Documents and reasonable attorney's fees actually incurred by the Association in enforcement of any provision of the Association Legal Documents; and (iv) other assessments and charges provided for in this Declaration.

All such assessments and charges, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and if the Board so elects, rents, in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Owner of the Lot against which each

assessment is made. Each Owner and his or her grantee shall be jointly and Lot liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Fulton County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure or alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs, and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 3. Specific Assessments. The Board may specifically assess against an individual Lot the common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s), or expenses incurred by the Association contracting for services associated with or related to conduct or activities of less than all Lot Owners, including, but not limited to, attorneys' fees incurred by the Association in enforcing the Association Legal Documents.

Section 5. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Lots.

In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, except as provided below, any Person who acquires a Lot at a foreclose sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of equal to two months' assessments applicable to such Lot at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 6. Capital Contribution Assessment Upon Transfer of Lots. In addition to all other assessments, fees, Foreclosure Administration Fees, and charges provided for herein, the purchaser or grantee of every Lot, by deed, tax deed, foreclosure, deed in lieu of foreclosure, intestacy or otherwise, may be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon each and every conveyance or transfer of the Lot or any ownership interest in a Lot to any person other than to: (i) an Authorized Family Member of the Owner, as defined herein; or (ii) an heir of the deceased Owner.

The Capital Contribution Assessment shall be an amount equal to two months' assessments applicable to such Lot at the time of such conveyance or transfer.

The Capital Contribution Assessment shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Lot and shall be collected at the closing of each such conveyance or transfer. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments. The Capital Contribution Assessment shall constitute a specific special assessment and continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

Section 7. Effect of Non-Payment of Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (1) the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments; (2) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner; (3) interest at the rate of 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date; (4) the Board may suspend voting rights, Common Property use rights, membership rights, and Association-provided services to the Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration and/or to foreclose its lien; and (6) the Board may take any other lawful action authorized under the Association Legal Documents and/or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred by the Association in collecting any sums owed hereunder.

5.

Article VI, Sections 1-6 of the 2001 and 2006 Declaration are hereby deleted in their entirety and the following new Sections 1-6 are hereby substituted therefor:

Section 1. Duration. This Declaration shall run with the land subjected hereto and shall remain in effect and be enforceable as provided in the Act.

Section 2. Amendment. Except where a higher vote is required for action under any other provisions of this Declaration, Bylaws, or by the Act, this Declaration and the Bylaws may be amended with the affirmative vote, written consent, or any combination thereof of Owners holding two-thirds (2/3) of the eligible total association vote, or any lower percentage authorized by the Act.

Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to comply with any applicable state, city or federal law, including but not limited to compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD"), and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.

No person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Fulton County, Georgia land records.

Section 3. Compliance with Association Legal Documents. All Owners, occupants, and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all violating Persons. However, if an Owner's family member, guest, or occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest, or occupant; or (3) both the Owner and the violating family member, guest, or occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, occupants, and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. 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.

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (a) Suspend all violators' rights to use the Common Property;
- (b) Suspend the voting rights of a violating Owner, subject to any express limitations as may be set forth in the Act;
- (c) Impose reasonable fines against all violators, which shall constitute a lien on the violating Owner's Lot;
- (d) Use self-help to remedy the violation;
- (e) Bring an action for permanent injunction, temporary injunction, and/or specific performance to compel the violator to cease and/or correct the violation; and

(f) Record in the Fulton County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

Except as provided below, before imposing fines, suspending right to use the Common Property, or suspending the right to vote, the Association shall give a written violation notice to the violator as provided below. The written violation notice to the violator shall:

(g) Identify the violation, suspension(s), and/or fine(s) being imposed; and

(h) Advise the violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

Notwithstanding the violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

If the violator submits a written request for a violation hearing within ten (10) days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a violator fails to timely request a violation hearing, such violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a violator timely requests a violation hearing, the violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

No violation notice or hearing shall be required to:

(i) impose late charges on delinquent assessments;

(j) suspend a violating Owner's voting rights if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;

(k) suspend a violator's right to use the Common Property if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);

(l) engage in self-help in an emergency;

(m) impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the violator; or

(n) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the violator.

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the suspension and fining procedures described above. By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations, if any, and enter a Lot or any portion of the Common Property to abate or remove any structure, thing, or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the violator at least two days prior written notice. Such notice shall request that the violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement, and restoration shall be accomplished at the violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the violator.

Section 4. Injunctions and Other Suits at Law or in Equity. All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction, and/or specific performance to compel a violator to cease and desist and/or correct any violation, and to recover its attorneys' fees actually incurred in such action if it substantially prevails.

Section 5. Costs and Attorneys' Fees for Enforcement Actions. In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the violator any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

Section 6. Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (a) the Association's position is not strong enough to justify taking enforcement action;
- (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (c) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (d) the aggrieved Owner or occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (e) the Association enforces only against an Owner for the violation of the Owner's family member, guest, or occupant, or the Association does not enforce against the Owner and enforces only against the violating family member, guest, or occupant.

PART B – LEASING AMENDMENT
(PART A MUST BE APPROVED OR PART B WILL NOT BE RECORDED/ENFORCEABLE)

6.

Article VIII of the 2001 and 2006 Declaration is hereby deleted in its entirety and the following new Article VIII is hereby substituted therefor:

Article VIII
Leasing

Section 1. Leasing Provisions. In order to preserve the character of the community as a residential community of owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Paragraph. **Except as provided herein, leasing of Lots is prohibited.**

Owners may lease their Lots only if: (a) the Owner is a Grandfathered Owner; **(b)** the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; or **(c)** the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below. **The intent of this provision is to limit leasing to five (5) Lots, except as provided below in limited cases for certain undue hardship situations.**

Section 2. Definitions.

(a) “Authorized Family Member” means a Lot Owner’s spouse, former spouse, parent, child, brother, sister, grandparent or grandchild, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board.

(b) “Effective Date” means the date that this Amendment is recorded in the Fulton County, Georgia land records.

(c) “Grandfathered Owner” means an Owner who is lawfully leasing his or her Lot in accordance with the Declaration on the Effective Date. Grandfathered Owners must, within 30 days of the Effective Date, provide the Board with a copy of the Owner’s lease agreement in effect on the Effective Date.

(d) “Grandfathered Lot” means the Lot owned and leased by a Grandfathered Owner on the Effective Date hereof, as defined above.

(e) “Leasing” means the occupancy of a Lot by any Person(s) other than:

- (1) the Lot Owner or an Authorized Family Member of the Lot Owner;
- (2) an Authorized Corporate Occupant; or
- (3) a Roommate of any person identified in subparagraphs (a) or (b) above, which person identified above also occupies the Lot and entire dwelling on the Lot as his or her principal, primary and full-time residence.

A Lot may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangement, lease with an option to purchase, agreement for deed, or bond for title shall be considered a lease hereunder.

(f) “Leasing Cap” means the maximum total number of outstanding Leasing Permits, plus Grandfathered Lots, that are permitted before additional Leasing Permits may be issued hereunder. **The Leasing Cap is five (5) Lots.**

Section 3. Grandfathered Lot Leasing. Grandfathered Owners may lease their Grandfathered Lots without having to obtain a Leasing Permit and Sections 4-6 below shall not apply to a Grandfathered Lot until the termination of Grandfathered Lot status. Grandfathered Owner status shall automatically terminate on the date the Grandfathered Owner conveys the Grandfathered Lot to any person or entity for consideration in the amount of one hundred (\$100) dollars or more or any transfer of an interest in the entity that owns the Lot for consideration in the amount of one hundred (\$100) dollars or more.

Section 4. Leasing Permits. If an Owner is not a Grandfathered Owner and wishes to lease the Owner's Lot, then the Owner may apply in writing to the Board of Directors for a Leasing Permit. Owner requests for Leasing Permits must be in writing and provide such information as the Board may reasonably require.

The Board of Directors may approve an Owner's request for a Leasing Permit if: (a) the Owner has occupied the Lot as his or her principal and primary residence for at least 12 consecutive months at any point of time prior to requesting a Leasing Permit; and (b) the total number of current, outstanding Leasing Permits, plus Grandfathered Lots is less than the Leasing Cap.

Notwithstanding the above or anything to the contrary herein, the Board may deny a Leasing Permit to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner or any occupant of the Lot is otherwise in violation of the Association Legal Documents or any applicable law or ordinance.

If the number of current Leasing Permits issued, plus Grandfathered Lots, has reached or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the applicable Leasing Cap.

Any Owner who has been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit if the Owner desires. 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. All Leasing Permits are valid only as to a specific Owner and Lot and are not transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

Section 5. Hardship Leasing Permits. If an Owner is not a Grandfathered Owner, is denied a Leasing Permit, and believes that leasing the Owner's Lot is necessary to eliminate or avoid a substantial undue hardship to the Owner, then the Owner may apply in writing to the Board of Directors for a Hardship Leasing Permit.

A written Hardship Leasing Permit will allow an Owner to temporarily lease his or her Lot, provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the issuance and use of such permits consistent with this Article. All Hardship Leasing Permits are valid only as to a specific Owner and Lot and are not transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

To be considered for a Hardship Leasing Permit, the Owner must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate. The Board 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 community if the permit is approved; (c) the number of Hardship Leasing Permits which have been issued to other Owners; (d) the Owner's ability to cure the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner. The Board will use good faith in the review and issuance of Hardship Leasing Permits, and in particular will use best efforts to accommodate family illnesses or incapacity, and military service.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

Unless otherwise approved by the Board, Hardship Leasing Permits expire one year after the date issued. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit if the circumstances warrant.

Section 6. Expiration and Revocation of Leasing Permits and Hardship Leasing Permits. Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse, former spouse, parent, grandparent, child, grandchild, brother or sister), except that any lease compliant with the Declaration and existing on the date of such conveyance shall be permitted to continue for the remainder of its original term, not to exceed the remaining term of the original Permit under which such lease was executed. Hardship Leasing Permits also are automatically revoked upon the failure of an Owner to execute and commence an authorized lease of the Lot within 90 days of the issuance of the Hardship Leasing Permit. Leasing Permits also automatically expire:

- (a) three years from the date issued; or
- (b) if the Lot is not subject to an authorized and approved lease for more than 90 consecutive days.

The Board of Directors, in its discretion, may also terminate any Leasing Permit or Hardship Leasing Permit hereunder, after 30 days' written notice to the Owner, if after the issuance of the Permit:

- (c) the Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder;
- (d) the Owner or any occupant of the Lot is convicted of any felony (which conviction has not been overturned), is convicted of a misdemeanor criminal offense occurring within the Canaan Walk community, is issued two or more governmental citations or tickets for traffic offenses within the Canaan Walk community, or is arrested for and/or charged by law enforcement for criminal conduct which the Board reasonably determines creates an unreasonable danger or risk to safety to other Canaan Walk residents; or
- (e) the Owner or any occupant of the Lot violates the Association Legal Documents and fails to fully cure that violation within the 30-day notice period.

(f) the Owner fails to provide current contact information (as well as regular updates) for the Owner and tenant, which shall include information such as cell and work numbers and email addresses and Owner's off-site address.

If a Leasing Permit expires or is revoked, the Owner may request another Leasing Permit or, if such Leasing Permit is not available because the Leasing Cap is satisfied, the Owner may request to be placed on the leasing waiting list.

Section 7. Leasing Administration Fee and Early Lease Termination Fee. In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Lot shall be assessed and required to pay to the Association an annual Leasing Administration Fee. The Leasing Administration Fee shall be an amount equal to twenty-five (25%) percent of the annual general assessment applicable to such Lot.

Section 8. Prohibition on Certain Occupants. **No person is permitted to occupy a Lot pursuant to a lease hereunder if such person: (a) is registered or required to be registered on or under the Georgia Sexual Offender Registry, pursuant to O.C.G.A. Section 42-1-12; (b) has been convicted of any felony or any crime of physical violence against any person or animal in any jurisdiction of the United States in the prior 10 years, which conviction has not been overturned; or (c) is listed on any law enforcement most wanted list.**

Section 9. Leasing Provisions. When leasing is permitted under this Article, it shall be governed by the following provisions:

(a) General Leasing Provisions. Except for authorized roommates of an Owner, Lots may be leased only in their entirety pursuant to a single lease. All leases must be for an initial term of not less than one year. There shall be no subleasing of Lots or assignment of leases, except with prior written Board approval.

Lots (including rooms therein) may not be leased, rented, or used for short-term hotel-type use, stay or occupancy including but not limited to Airbnb, HomeAway or VRBO. In addition, no owner shall advertise, market, or offer to lease, rent, or accept any type of occupancy relationship for any such short-term, hotel-type use, stay or occupancy.

All leases shall be in writing and shall contain provisions complying with the requirements of this Article. All leases executed, modified, renewed, or extended after the Effective Date also must include a completed Lease Terms Exhibit attached as Exhibit "A" hereto and incorporated herein by reference. The provisions of the Lease Terms Exhibit are incorporated into each lease of any Lot executed, modified, renewed, or extended after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Lot even if no written lease or agreement exists between the Owner and the occupant.

(1) Notice Prior to Leasing. At least 14 days before entering into a lease of any Lot, the Owner shall provide the Board of Directors with: (1) written notice of the Owner's intention to lease his or her Lot; (2) verification that the Owner has obtained a Leasing Permit; (3) a copy of the proposed lease, which must include the Lease Terms Exhibit provided for herein; (4) the names, phone

numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Lot; (5) the Owner's Lot address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot is leased; (6) confirmation of the Tenant Screening required hereunder; and (7) such other information required by the Board. The Owner must provide the lessee copies of the Association Legal Documents. **Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant.**

(2) Notice After Lease Execution. The Owner of a leased Lot shall provide the Board with a copy of the executed lease and Lease Terms Exhibit within 7 days after executing a lease for the Lot and within 7 days of request by the Board during the lease term. If any of the information regarding the occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

(3) Sanctions for Failure to Provide Notice. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued violation of these provisions, in addition to revoking Leasing Permits hereunder, and all other remedies provided in the Declaration, Bylaws or Georgia law.

(b) Tenant Screening. Any Owner who is seeking to lease his or her Lot must engage a professional third-party service ("Tenant Screening Service" or "Service") prior to entering into a lease agreement, to obtain the information required below for each adult occupant who will occupy the Lot pursuant to the lease. Prior to such occupancy, the Owner must complete and provide the Association confirmation of the Tenant Screening. The Tenant Screening Service must, at a minimum, take the following steps:

- (1) Provide a consumer credit report on the prospective occupant(s);
 - (2) Provide a nationwide criminal background check on the prospective occupant(s);
 - (3) Provide a review of the Georgia Sexual Offender Registry;
- and
- (4) Report such information as is disclosed by its investigation to the Owner.

If the Tenant Screening report does not include a review of the Georgia Sexual Offender Registry, the Owner will separately verify this information and confirm such verification with the screening report provided to the Board. **The Owner is not required to provide the Board with the results of the Tenant Screening**, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the information identified above concerning the prospective tenant(s).

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective

tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Owner.

(c) Compliance & Enforcement. The Owner must provide the occupant with copies of the Association's Legal Documents. Each Owner and occupant shall comply with the Association Legal Documents and all applicable laws and ordinances. Owners and occupants also shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance and shall indemnify and hold the Association harmless for their and their occupants' and guests' failure to comply. The Owner shall be responsible for all violations by such occupants and guests as if the Owner committed such violation, notwithstanding the fact that such occupants and guests also are fully liable and may be sanctioned for any such violation.

Any of the following shall constitute a default under the lease and authorizes the Association to declare the lease in default and to terminate the lease for any such violation and/or to compel the Owner to evict the Lot occupant(s), in addition to all other rights and remedies afforded under the Association Legal Documents and/or Georgia law:

(1) any violation of any provision of the Association Legal Documents which remains uncured after 30 days' written notice thereof from the Association;

(2) the occurrence of three (3) or more violations of the Association Legal Documents by an Owner, occupant, or any guest or vendor of an Owner or occupant of a Lot, regardless of whether such violations are cured;

(3) any conviction of an occupant for a criminal offense occurring within the Subdivision;

(4) any conduct by an occupant or guest of an occupant that creates a reasonable risk to life and/or safety at the Subdivision.

The Association may bring an action against the Owner and/or occupant(s) for damages and/or injunctive relief or may impose fines and/or other sanctions under the Association Legal Documents or Georgia law, and/or may terminate Leasing Permits and/or leases, for any such violations.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs associated with any enforcement action by the Association under this Section, including all reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, and court costs, shall be specially assessed against Owner's Lot and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot and Owner. If any occupant, or any guest, invitee, licensee, or family member of the occupant violates the Association Legal Documents, for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Association Legal Documents.

When a Lot 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 30 days after it is due and payable, then, upon request by the Board, the lessee shall pay the Association all unpaid annual and special assessments and other charges owed and payable by the Owner during and prior to the term of the lease and any other period of occupancy by lessee. However, 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 lessee fails to comply with the Board's request to pay assessments or other charges, lessees 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.

Section 10. Occupancy Surveys. From time to time, the Board may choose to seek and require Owners to provide verification of occupancy of a Lot with the goal of verifying whether there is compliance with the requirements of the Declaration. The Board may require Owners to fill out such forms, affidavits, or other informational verification which provides information as to the Owner and the occupants of the Lot including but not limited to names, contact information and vehicle information. As with other violations, fines or other sanctions may be imposed for noncompliance.

PART C. VARIOUS AMENDMENTS

7.

The 2001 Declaration has a typographical error in that it has two provisions numbered ARTICLE VI. The first ARTICLE VI is titled "ARCHITECTURAL CONTROL" and should be numbered ARTICLE V (not ARTICLE VI). This Amendment shall hereinafter refer to the first ARTICLE VI of the 2001 Declaration as ARTICLE V.

8.

The 2001 and 2006 Declarations are further amended such that the terms "Canaan Walk Homeowners Association, Inc." (no apostrophe in the word Homeowners) and "Canaan Walk Homeowners' Association, Inc." (with an s' in the word Homeowners') shall hereinafter be replaced with the term "Canaan Walk Homeowner's Association, Inc." (with an 's in the word Homeowner's) in all instances throughout the 2001 Declaration and the 2006 Declaration.

9.

Article V, Section 1 of the 2001 and 2006 Declaration is hereby deleted in its entirety and the following new Section 1 is hereby substituted therefor:

Section 1. Business Use of Lots. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Subdivision, except that the Owner or occupant residing in a Lot as such person's principal and primary residence may conduct ancillary business activities within the Lot so long as:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees in greater volume than would normally be expected for guest visitation to a Lot without business activity;

(c) the business activity is legal and conforms to all zoning requirements for the Subdivision;

(d) the business activity does not increase traffic in the Subdivision in excess of what would normally be expected for Lots in the Subdivision without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(f) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as determined in the Board's discretion; and

(g) the business activity does not result in a materially greater use of Common Property facilities or Association services.

The Association has no liability for any business activity at the Subdivision. The Association also has no liability for any action or omission by it, its directors, officers, agents, managing agents, representatives, and/or vendors, which may adversely impact an Owner's or occupant's business activity. Each Owner and occupant hereby releases and holds harmless the Association, its directors, officers, agents, representatives, and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted at a Lot. Owners and occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests at their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or occupant's business activity.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

10.

Article V, Section 15 of the 2001 and 2006 Declaration is hereby amended by deleting the words "Only common household pets may be kept on any Lot" and replaced with "Only dogs and cats may be kept on any Lot..."

11.

Article V, Section 21 of the 2001 and 2006 Declaration is hereby amended by adding the following new sentence to the end thereof:

Commercial Vehicles include, but shall not be limited to, any vehicle with commercial writing on their exteriors (other than Sheriff's, Marshall's, fire department or police officer's vehicles marked as such).

12.

Article V of the 2001 and 2006 Declaration is hereby amended by adding the following new Section 24 to the end thereto:

Section 24. Window HVAC Units. Window HVAC Units and similar devices may not be installed or used on Lots.

13.

Article V of the 2001 and 2006 Declaration is hereby amended by adding the following new Section 25 to the end thereto:

Section 25. Decks, Patios, and Porches. Decks, patios, porches, and similar structures may not be constructed on the front of homes or other structures on Lots.

14.

Article VII of the 2001 and 2006 Declaration is hereby amended by adding the following new Sections 4 and 5 to the end thereof:

Section 4. Security. The Association may, but shall not be required to, provide measures, or take actions which directly or indirectly improve security at the Subdivision. However, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and that the Association shall not have a duty to provide security at the Subdivision. Furthermore, the Association does not guarantee that non-Owners and non-occupants will not gain access to the Subdivision and commit criminal acts, or that criminal acts at the Subdivision will not be committed by other Owners or occupants. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 5. Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, when authorized by the Association's Board of Directors, records, signatures, and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made, or presented electronically. In the Board's discretion, Association communications may be transmitted electronically by email, website, text, and/or other electronic communication, where not otherwise expressly prohibited under this Declaration, the Bylaws, or the Act.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned duly authorized Officers of Canaan Walk Homeowner’s Association, Inc., hereby certify under seal that this Amendment to the 2001 and 2006 Declaration was duly adopted by the Association in accordance with Article VI, Section 2 of the 2001 and 2006 Declaration, with any required notices duly given, that they are authorized to execute this document, and that their signatures below are genuine.

This ____ day of _____, 2025.

**CANAAN WALK HOMEOWNER’S ASSOCIATION,
INC.**

Sworn to and subscribed to before
me this ____ day of _____,
2025.

By: _____(Seal)
President

Attest: _____(Seal)
Secretary

Witness

Notary Public

[Notary Seal]

[Corporate Seal]

EXHIBIT "A"
Lease Terms Exhibit - Addendum to Lease
[This Addendum is required with all leases of Lots at the Subdivision]

This Addendum is made and entered into on the date of execution hereof by the last party signing below, by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 20__, for the lease of Landlord's Lot ("Lot") at the Subdivision, by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree Canaan Walk Homeowner's Association, Inc. ("Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum, and the Declaration of Covenants, Conditions and Restrictions for Canaan Walk Subdivision ("Declaration"), the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

2. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of his or her family, guests, invitees, and pets to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules and regulations shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules and regulations or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. If Tenant, or any guest, invitee, licensee, or family member of Tenant violates the Declaration, Bylaws or Association rules/regulations for which a fine is imposed, or damages the Subdivision, such fine and/or repair costs may be assessed against Tenant and/or Landlord, as provided in the Declaration.

3. **PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments, and other Association charges, which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall be liable to the Association for all such sums, plus late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent as if Tenant were the owner of the Lot during the term of this Lease and any other period of occupancy by Tenant.

4. **MAINTENANCE AND INDEMNIFICATION.** Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Property or Lot which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

5. **USE OF COMMON PROPERTY.** Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Property use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. **SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, provide measures, or take actions which directly or indirectly improve security, safety, or health in the Subdivision. Each Owner, for himself or herself and his or her occupants, tenants, guests, licenses, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security. The Association has no duty to provide security in the Subdivision or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that Owners, occupants, and other people will not commit criminal acts in the Subdivision or that unauthorized people will not gain access to the Subdivision. Similarly, the Association does not guarantee that Owners, occupants, and others will not be exposed to any health risk or communicable disease in the Subdivision, whether known or unknown by the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner to protect his or her person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
 (Signature)
 TENANT: _____
 (Signature)
 Name(s): _____
 (Please Print)
 Date: _____

LANDLORD: _____
 (Signature)
 Name: _____
 (Please Print)
 Date: _____