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GWINNETT COUNTY, GA

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One Alliance Center, 4th Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attention: Robert S. Stein

**COPY**

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 10455  
Page 14

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR CHARTER CLUB ON THE RIVER**

WHEREAS, the Declaration of Protective Covenants for Charter Club on the River Subdivision ("Declaration") was filed on June 28, 1993 in Deed Book 10455, Page 14, *et. seq.*, Gwinnett County, Georgia land records; and

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote, or written consent, or any combination thereof, of at least a majority of the total Association vote entitled to vote thereon (other than the Declarant, so long as the consent of the Declarant is required) and the consent of the Declarant, so long as the Declarant owns any property for development and/or sale in the Community or subject to annexation by Declarant to the Community; and

WHEREAS, the Declarant no longer owns any property for development and/or sale in the Community nor has the right to unilaterally annex additional property to the Community; and

WHEREAS, at least a majority of the total Association vote entitled to vote was in favor of approval of this Amendment.

NOW, THEREFORE, the Declaration of Protective Covenants for Charter Club on the River Subdivision is hereby amended as follows:

1.

Article VI, Section 5 of the Declaration is, except as set forth herein, hereby deleted in its entirety and the following language is substituted therefor:

Section 5. Leasing. In order to preserve the character of the Community as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of a Residence shall be governed by the restrictions imposed by this Section. **Except as provided herein, the leasing of the Residence is prohibited.** The Board shall have the power to make

and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

(a) Definitions.

(i) "Effective Date" means the date this Amendment is recorded in the Gwinnett land records.

(ii) "Grandfathered Owner" means an Owner of a Residence on the date this document is recorded in the Gwinnett County, Georgia land records, provided, grandfathering shall only apply if the Residence is being leased on the Effective Date and shall apply only to the Residence owned by such Grandfathered Owner on the Effective Date. Grandfathering hereunder shall automatically cease on the first of the following to occur: (1) the Grandfathered Owner conveys title to the Grandfathered Residence to any other person or entity, (2) the assignment, termination or expiration of the lease in effect as of the Effective Date.

(iii) "Grandfathered Residence" means the Residence owned by a Grandfathered Owner on the Effective Date hereof.

(iv) "Leasing" means the regular, exclusive occupancy of a Residence by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, or (2) a person who occupies the Residence with the Owner or parent, child or spouse of the Owner, so long as such Owner or parent, child or spouse of the Owner is occupying the Residence as his or her primary residence.

(b) Leasing Restriction. No Owner of a Residence may lease his or her Residence unless: (1) the Owner is a Grandfathered Owner, or (2) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

Non-grandfathered owners who want to lease their Residence may do so only if they have applied for and received from the Board of Directors or a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Residence, in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the duration and use of such permits, consistent with this Section. All hardship leasing permits shall be valid only as to a specific Owner and Residence and shall not be transferable between either Residence or Owners (including a subsequent Owner of a Residence where a permit was issued to the Owner's predecessor in title).

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit.

(i) The Board shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the community if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

(ii) A "hardship," as described herein, shall include, but not be limited to, the following situations:

(1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Residence was placed on the market, sell the Residence except at a price below the current appraised market value, after having made reasonable efforts to do so; or

(2) an Owner dies and the Residence is being administered by his or her estate.

As to the two defined hardships above, upon reasonable verification, the Board shall issue a hardship leasing permit in accordance with this Section 5.

(iii) Hardship leasing permits shall be valid only as to a specific Owner and Residence and shall not be transferable to other Residences or Owners (including a subsequent Owner of a Residence where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits, in all instances, shall be valid for a term approved by the Board, not to exceed one (1) year. Owners may apply for an additional hardship leasing permit at the expiration of a hardship leasing permit, if the circumstances warrant.

(iv) Hardship leasing permits shall be automatically revoked upon the sale or transfer of the Residence to a third party (excluding sales or transfers to an Owner's spouse).

(v) The Association may create such application and permit forms as it determines necessary.

(d) Leasing Provisions. Leasing of Residence shall be governed by the following provisions:

(i) General. A Residence may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Residence or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Residence, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Residence. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(ii) Compliance With Declaration, Bylaws, and Rules and Regulations, Use of Common Property, and Liability for Assessments. Each Owner and each lessee, by occupancy of a Residence, covenants and agrees that any lease for a Residence shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Residence:

(1) Compliance With Declaration, Bylaws, and Rules and Regulations. The lessee shall 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 of the leased Residence in order to ensure such compliance. The Owner shall cause all Occupants of his or her Residence to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Residence are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Residence.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with

If an Owner of a Residence is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Residence. The designated person(s) to occupy the Residence may not be changed more frequently than once every twelve (12) months without the express written consent of the Board as determined in the Board's sole discretion.

IN WITNESS WHEREOF, the undersigned officers of Charter Club on the River hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with proper notices given.

This 14<sup>th</sup> day of April, 2005.

ASSOCIATION: **CHARTER CLUB ON THE RIVER  
HOMEOWNERS ASSOCIATION, INC.**

Sworn to and subscribed before me  
this 14 day of April  
2005.

Carol F. Evans  
Witness

Susan S. Cate  
Notary Public

[Notary Seal]

Notary Public, Gwinnett County, Georgia  
My Commission Expires August 25, 2008

By: [Signature] (Seal)  
Co-President

Attest: [Signature] (Seal)  
Secretary

[CORPORATE SEAL]  
[Signature] (Seal)  
CO-PRESIDENT  
GENE M. WASSERMAN

On April 20<sup>th</sup>, 2005  
Constance L McFarland  
personally appeared before  
me Carol F. Evans.

Notary Public, Gwinnett County, Georgia  
My Commission Expires July 28, 2008.

Carol F. Evans