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COWETA COUNTY

Reference: Deed Book 3300, Page 270

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COGGIN'S FARM SUBDIVISION

This Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Coggin's Farm Subdivision is made this 22nd day of December, 2020, by Coggin's Farm HOA, Inc., a Georgia non-profit corporation (hereinafter referred to as "Coggin's Farm") in accordance with the then applicable Declarations governing such property.

WITNESSETH:

WHEREAS, on January 17, 2008, that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Coggin's Farm subdivision was recorded in Deed Book 3300, Pages 270-279, Coweta County, Georgia records (hereinafter referred to as the "Declaration"); and

WHEREAS, Coggin's Farm desires to amend Article V of the Declaration by adding a section pertaining to Leasing; and

WHEREAS, the Amendment was presented to the membership at the Special Meeting held on December 1, 2020 and thereafter was duly adopted by the affirmative vote of seventy-five percent (75%) of the membership; and

WHEREAS, the Amendment does not require the written approval of HUD or VA and are not material with respect to mortgagees on Lots in that it does not materially and adversely affect the security title or interest of any mortgagee; provided, however, if a court of competent jurisdiction determines that this amendment does so without such mortgagee's consent, then this amendment shall not be binding on the mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected mortgagee.

NOW, THEREFORE, Article V, Section 10 of the Declaration regarding Leasing is hereby added as follows:

Article V (General Provisions), Section 10 (Restrictions on Leasing)

10.1 General. In order to protect the equity of the individual members, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and bypreventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article.

No Owner may lease his or her Lot unless the Owner has received either a leasing permit or a hardship leasing permit, in writing, from the Board of Directors, all as may be more specificallyset forth below. A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth in this Article 10 and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in thisDeclaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasingpermits shall only be valid as to a specific Owner and Lot and shall not be transferrable betweenLots or subsequent Owners.

For purposes of this Article 10, leasing means the regular, exclusive occupancy of a Lot by any Person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (a) occupancy of the Lot by a member of the Owner's family; (b) occupancy of the Lot by a roommate of an Owner-Occupant; (c) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian, or (d) occupancy of the Lot by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

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10.2 Leasing Permits. Any Owner desiring to lease a Lot shall submit a written request to the Board regarding the same. The Board of Directors shall approve an Owner's request for a leasing permit and shall issue the same if less than four and one-half percent (4.5%) of the Lots in the Community are leased. If four and one-half percent (4.5%) or more of the Lots in the Community are leased no additional leasing permits shall be issued, except for hardship leasing permits as provided in Section 10.3 hereof, until that number falls below four and one-half percent (4.5%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When thenumber of leased Lots falls below four and one-half percent (4.5%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of ahardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (a) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (b) the failure of an Owner to lease his or her Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (c) the occupancy of the Lot by the Owner.

10.3 Hardship Leasing Permits. If an Owner must lease his or her Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering thefollowing factors, which include, but are not limited to: (a) the nature, degree and likely duration of the hardship; (b) the harm, if any, which will result to the Community if the hardship leasing permit is approved; (c) the number of hardship leasing permits which have been issued to other Owners; (d) the Owner's role in causing the hardship or ability to cure the hardship; and (e) whether previous hardship leasing permits have been issued to the Owner.

A hardship hereunder shall include, but not be limited to, the following situations: (a) an Owner dies and the Lot is being administered by his or her estate; (b) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after making reasonable efforts to do so; or (c) an Owner takes a leave of absence or temporarily relocates out of the metropolitan Atlanta area and intends to return to reside in the Lot within one year. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit inaccordance with the procedures set forth herein.

10.4 Leasing Provisions. Leasing authorized under this Article shall be governed bythe following provisions:

(a) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (i) a copy of the fully executed lease agreement; (ii) the name of the lessee and all other people occupying the Lot; (iii) the phone number of the lessee; (iv) the Owner's address and telephone number other than at the Lot; and (v) other such information as the Board may reasonably require.

(b) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines of the Association and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations and Architectural Guidelines. The Board of Directors of the Association may issue rules regarding permitted leasing activities. Short term rentals, including but not limited to HomeAway,VRBo or Airbnb, are strictly prohibited as these types of rentals do not conform to the residential character of the community. Short term rentals shall mean any rental for a term of less than thirty (30) continuous days.

(b) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Article, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, and to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) orOccupant(s). Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws and Rules and Regulations and Architectural Guidelines. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations and Architectural Guidelines adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation or Architectural Guideline 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 in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations and architectural guidelines adopted pursuant thereto by the lessee, any Occupant, or any guest of the 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 Georgia law.

(ii) Liability for Assessments. If an Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge owed to the Association for a

period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable 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 of Director'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 of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(iii) Right to Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities.

10.5 Mortgagee Exemption. The provisions of this Article shall not apply to any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Declaration this 22nd day of December, 2020.

COGGIN'S FARM HOMEOWNER'S ASSOCIATION, INC.,
a Georgia non-profit corporation

By: _____ (Seal)
Tommy Atzert, Co-President

By: _____ (Seal)
Jim Droskinis, Co-President

Attest: _____ (Seal)
Lisa Bailey, Secretary

Sworn and subscribed to before me this
22nd day of December, 2020.

_____
Witness

_____
Notary Public

[NOTARY SEAL]

LEE MASON
NOTARY PUBLIC
FAYETTE COUNTY, GA
MY COMMISSION EXPIRES
APRIL 13, 2021