

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:

Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attn: Lisa Bauer Fuerst

STATE OF GEORGIA

COUNTY OF GWINNETT

Cross Reference: Deed Book 12472
Page 129
Deed Book 12472
Page 141

**AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE ALEXANDRIA NEIGHBORHOOD AT EAST PARK**

WHEREAS, East Park Development, Inc., a Georgia corporation ("Declarant"), caused to be recorded a Declaration of Covenants, Conditions and Restrictions for East Park Community Association on May 7, 1999 in Deed Book 12472, Page 141, et seq., Cobb County, Georgia records ("Declaration"); and

~~WHEREAS~~, Declarant caused to be recorded a Supplementary Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park in Deed Book 12472, Page 192, et seq., Cobb County, Georgia records ("Supplemental Declaration"); and

WHEREAS, the Declaration was previously amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for East Park recorded in Deed Book 13342, Page 1516, et seq., Cobb County, Georgia records; and

WHEREAS, in accordance with Article V, Section 5.2 of the Supplemental Declaration, the owners of units may amend the Supplemental Declaration by the affirmative vote or written consent, or any combination thereof, of 75% of the owners of units subject to the Supplemental Declaration, the written consent of the East Park Community Association, Inc. ("Association") acting upon a resolution of its Board of Directors, and, so long as Declarant owns any portion of the Alexandria Neighborhood of East Park ("Alexandria Neighborhood"), the consent of Declarant; and

WHEREAS, the Association's Board of Directors has passed a resolution consenting to this amendment; and

WHEREAS, 75% of the owners of units within the Alexandria Neighborhood have consented to this amendment by their affirmative vote or written consent, or any combination thereof; and

WHEREAS, the Declarant no longer owns any portion of the Alexandria Neighborhood; and

WHEREAS, this Amendment is not material with respect to any mortgagee in that it does not materially and adversely affect the security title or interest of any mortgagee; provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title or interest of any mortgagee without such mortgagee's consent to this Amendment, then this Amendment shall not be binding on the mortgagee so involved, unless such mortgagee consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Supplemental Declaration prior to this Amendment shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Supplemental Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park is hereby amended as follows:

1.

Article III, Section 3.5 of the Supplemental Declaration is hereby amended by adding the following Subsection 3.5(g) to the end thereto:

3.5(g) Leasing. In order to preserve the character of the Alexandria Neighborhood at East Park ("Alexandria Neighborhood") as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this Section. **Except as provided herein, the leasing of Units is prohibited.**

1) Definitions.

(i) "Effective Date" means the date this Amendment is recorded in the Cobb County, Georgia land records.

(ii) "Grandfathered Owner" means an Owner of a Unit who is lawfully leasing his or her Unit on the Effective Date. Grandfathering shall apply only to the Unit owned by that Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person (other than the Owner's spouse); or (2) the date that all current occupants of the Grandfathered Owner's Unit vacate and cease to occupy the Unit. Upon the happening of either event, the Unit shall automatically lose grandfathering hereunder.

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

(iv) "Leasing" means the regular, exclusive occupancy of a Unit 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 Unit 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 Unit as his or her primary residence.

2) Leasing Permit and Restriction. No Owner of a Unit may lease his or her Unit unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing

leasing, or (3) 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 Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

An Owner's request for a leasing permit shall be approved if the total number of current, outstanding permits issued plus Grandfathered Units is less than three (3) Units, which is five percent (5%) of the units in the Alexandria Neighborhood.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the issuance of a leasing permit.

If the total number of current leasing permits issued and Grandfathered Units is more than three (3) Units, which is five percent (5%) of the units in the Alexandria Neighborhood, then no additional leasing permits shall be issued (except for hardship leasing permits) until that number falls below three (3) Units, which is five percent (5%) of the units in the Alexandria Neighborhood. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued a permit, if they so desire, when such number falls below three (3) Units, which is five percent (5%). 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.

3) Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. 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 Alexandria Neighborhood 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.

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 Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Unit is being administered by his or her estate; or (3) an Owner takes a leave of absence

or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Unit within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

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

(i) Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no rooms or fractions of Units 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. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, 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 Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Supplemental 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.

(iii) Liability for Assessments; Compliance. Each Owner covenants and agrees that any lease of a Unit 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 Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Supplemental Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Supplemental Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Section or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Supplemental Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized,

in addition to all other available remedies, to levy fines against the lessee and/or the Owner and to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s).

If a Unit is leased or occupied in violation of this Section, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Supplemental Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Supplemental Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(B) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge 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, lessee shall pay to the Association all unpaid annual and special 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'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, 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.

5) Applicability of this Section. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or by any first Mortgagee who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Section.

IN WITNESS WHEREOF, the undersigned officers of East Park Community Association, Inc., hereby certify that this amendment to the Supplemental Declaration was duly adopted by the requisite majority of the owners of units within the Alexandria Neighborhood with any required notices properly given and is consented to by the East Park Community Association's Board of Directors.

This 25 day of October, 2005.

Sworn to and subscribed before me
this 25th day of Oct.
2005.

ASSOCIATION: EAST PARK COMMUNITY
ASSOCIATION, INC.

Christine W. Bana
Witness

By: Ronald H. Bohlander
President

Irma L. Foy
Notary Public IRMA L FOY
Notary Public, Cobb County, Georgia
My Commission Expires January 10, 2008
[Notary Seal]

Attest: Carolyn E. Deering
Secretary

[CORPORATE SEAL]





Deed Book 15362 Pg 3843
Filed and Recorded Aug-05-2016 04:04pm
2016-0094171
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

5/18

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:

NRK
Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attn: Rebecca F. Drube

STATE OF GEORGIA

COUNTY OF COBB

Cross Reference: Deed Book 12472
Page 129
Deed Book 12472
Page 141
Deed Book 14251
Page 5924

**AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE ALEXANDRIA NEIGHBORHOOD AT EAST PARK**

WHEREAS, East Park Development, Inc., a Georgia corporation ("Declarant"), caused to be recorded a Declaration of Covenants, Conditions and Restrictions for East Park Community Association on May 7, 1999 in Deed Book 12472, Page 141, et seq., Cobb County, Georgia records ("Declaration"); and

WHEREAS, Declarant caused to be recorded a Supplementary Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park in Deed Book 12472, Page 192, et seq., Cobb County, Georgia records ("Supplemental Declaration"); and

WHEREAS, the Declaration was previously amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for East Park recorded in Deed Book 13342, Page 1516, et seq., Cobb County, Georgia records; and

WHEREAS, the Supplemental Declaration was previously amended by that certain Amendment to the Supplemental Declaration recorded in Deed Book 14251, Page 5924, et seq., Cobb County, Georgia records; and

WHEREAS, in accordance with Article V, Section 5.2 of the Supplemental Declaration, the owners of units may amend the Supplemental Declaration by the affirmative vote or written consent, or any combination thereof, of 75% of the owners of units subject to the Supplemental Declaration, the written consent of the East Park Community Association, Inc. ("Association") acting upon a resolution of its Board of Directors, and, so long as Declarant owns any portion of the Alexandria Neighborhood of East Park ("Alexandria Neighborhood"), the consent of Declarant; and

WHEREAS, the Association's Board of Directors has passed a resolution consenting to this amendment; and

WHEREAS, 75% of the owners of units within the Alexandria Neighborhood have consented to this amendment by their affirmative vote or written consent, or any combination thereof; and

WHEREAS, the Declarant no longer owns any portion of the Alexandria Neighborhood; and

WHEREAS, this Amendment is not material with respect to any mortgagee in that it does not materially and adversely affect the security title or interest of any mortgagee; provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title or interest of any mortgagee without such mortgagee's consent to this Amendment, then this Amendment shall not be binding on the mortgagee so involved, unless such mortgagee consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Supplemental Declaration prior to this Amendment shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Supplemental Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park is hereby amended as follows:

1.

Article III, Section 3.5(g)(1) of the Supplemental Declaration is hereby amended by deleting therefrom sub-Paragraph 3.5(g)(1)(iv) "Leasing" and substituting therefore the following new sub-Paragraphs 3.5(g)(1)(iv), 3.5(g)(1)(v) and 3.5(g)(1)(vi)(1):

(iv) "Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than:

- (1) the Authorized Occupant; or
- (2) a person who occupies the Unit with the Authorized Occupant, so long as such Authorized Occupant is occupying the Unit as his or her primary residence.

(v) "Occupant" means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant of the Owner of such Unit. "Occupy" or "Occupancy" shall refer to the situation when a Person occupies a Unit for any period.

(vi) "Authorized Occupant" includes, for an Owner that is a natural person, the Owner or a parent, child, spouse, grandparent, grandchild, sibling, aunt, uncle, niece or nephew of the Owner.

2.

Article III, Section 3.5(g) of the Supplemental Declaration is hereby further amended by deleting therefrom in its entirety sub-Paragraph 3.5(g)(2) "Leasing Permit and Restriction" and substituting therefore the following new sub-Paragraph 3.5(g)(2):

2) Leasing Permit and Restriction. No Owner may lease his or her Unit unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or

(3) 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 Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

An Owner's request for a Leasing Permit shall be approved if the total number of current, outstanding permits issued (including Grandfathered Leasing Permits) plus Grandfathered Units is less than three (3) Units, which is five percent (5%) of the Units in the Alexandria Neighborhood (the "Leasing Cap"), and the Owner has otherwise fulfilled all requirements of this Section 3.5(g).

For the purpose of facilitating turnover of the waiting list for Leasing Permits, the Leasing Permit granted to an Owner hereunder shall automatically expire after three (3) years (1,095 days) of occupancy by a tenant or tenants pursuant to a written lease, unless earlier revoked or terminated as provided herein. In calculating the three (3) year period, the time period during which a Unit is not subject to a written lease shall not be counted. Provided, however, that, notwithstanding anything herein to the contrary, the Leasing Permit granted to an Owner hereunder shall, in all instances, expire no later than forty-eight (48) months after it was issued. Following expiration of the Leasing Permit for his or her Unit under this paragraph, an Owner may apply for a new Leasing Permit by written application to the Board and such Owner will be placed at the end of the waiting list.

Leasing Permits issued prior to the date that this Amendment is recorded in the Cobb County records shall be automatically converted to a Grandfathered Leasing Permit on the date that this Amendment is recorded in the Cobb County records (a "Grandfathered Leasing Permit"). A Grandfathered Leasing Permit shall automatically expire and any lease of the Unit leased pursuant to such Grandfathered Leasing Permit shall automatically terminate on the earlier of: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the date this Amendment is recorded in the Cobb County records; (3) the date that all current Occupants of the Unit to which the Grandfathered Leasing Permit applies (the "Grandfathered Leasing Permit Unit") vacate and cease to occupy it; (4) any termination, renewal, modification or extension of the existing lease, tenancy or occupancy agreement for the Grandfathered Leasing Permit Unit; (5) after three (3) years (1,095 days) of occupancy by a tenant or tenants pursuant to a written lease following the date that this Amendment is recorded in the Cobb County records; or (6) forty-five (45) months following the date that this Amendment is recorded in the Cobb County records. Grandfathered Leasing Permits are non-transferable. Grandfathered Leasing Permits shall be counted as a Leasing Permit for the purposes of determining the Leasing Cap.

In addition, Leasing Permits and Hardship Leasing Permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the issuance of a permit.

If the total number of current Leasing Permits issued (including Grandfathered Leasing Permits) and Grandfathered Units is equal to or greater than three (3) Units, which is five percent (5%) of the units in the Alexandria Neighborhood, then no additional leasing permits shall be issued (except for hardship leasing permits) until that number falls below three (3) Units, which is five percent (5%) of the Units in the Alexandria Neighborhood. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a permit, if they so desire, when such number falls below three (3) Units, which is five percent (5%), and the Owner has otherwise fulfilled all requirements of this Section 3.5(g). 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.

3.

Article III, Section 3.5(g) of the Supplemental Declaration is hereby further amended by adding the following to the end of sub-Paragraph 3.5(g)(2):

Notwithstanding anything to the contrary herein, an Owner shall not be eligible to apply for or to receive a Leasing Permit until he or she has owned and occupied the Unit as his or her primary and principal residence for at least three (3) years.

4.

Article III, Section 3.5(g)(4) of the Supplemental Declaration is hereby amended by deleting the first sentence thereof, which reads: "*When leasing is permitted under this Section, it shall be governed by the following provisions*" and substituting therefore the following: "*Leasing shall be governed by the following provisions:*"

5.

Article III, Section 3.5 of the Supplemental Declaration is hereby further amended by adding the following new sub-Section 3.5(h) to the end thereof:

3.5(h) Corporate Occupancy. If an Owner is a corporation, limited liability company, partnership, trust or other legal entity or an unincorporated association that is not a natural person, the Owner shall designate in writing to the Board an individual who will Occupy the Unit (hereafter the "Authorized Corporate Occupant"). An Authorized Corporate Occupant shall only be a single officer, majority or 50% shareholder/member of an Owner that is a corporation; the majority or 50% member of an Owner that is a limited liability company; the majority or 50% member of an Owner that is a partnership; or a single or at least fifty (50%) percent beneficiary of an Owner that is a non-revocable trust; provided the Owner, or other interest holder in the Unit or in the Owner, does not receive any rent or other consideration for such Occupancy and provided further that, with the exception of a single beneficiary of an Owner that is a trust, the Authorized Corporate Occupant must perform a valid corporate/entity/partnership/association function(s) for the Owner that is unrelated to the Unit or the Authorized Corporate

Occupant's Occupancy thereof. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the Owner. The Authorized Corporate Occupant may not be changed more frequently than once every 12 months without the Board's written consent, which the Board may grant or withhold in its sole discretion. An Authorized Corporate Occupant shall be considered an "Authorized Occupant" for purposes of Article 3.5(g)(1) above, and shall be included within the definition of "Authorized Occupant" under Article 3.5(g)(1)(vi), if any.

IN WITNESS WHEREOF, the undersigned officers of East Park Community Association, Inc., hereby certify that this amendment to the Supplemental Declaration was duly adopted by the requisite majority of the owners of units within the Alexandria Neighborhood with any required notices properly given and is consented to by the East Park Community Association's Board of Directors.

This 21st day of July, 2016.

Sworn to and subscribed before me
this 21st day of July,
2016.

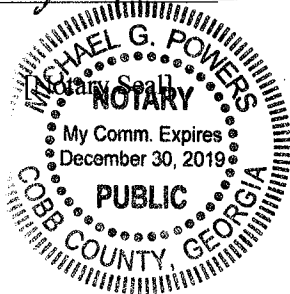
**ASSOCIATION: EAST PARK COMMUNITY
ASSOCIATION, INC.**

Danella L. Bohlander
Witness

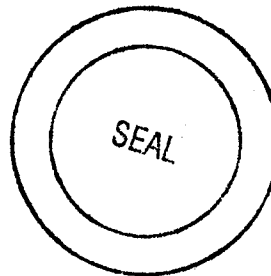
By: *Ronald A. Bohlander*
President

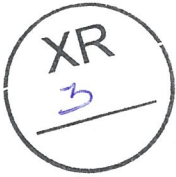
Michael A. Powers
Notary Public

Attest: *Cheryl Braund*
Secretary



[CORPORATE SEAL]





Deed Book 15585 Pg 2317
Filed and Recorded Nov-08-2018 11:06am
2018-0141447
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:



NowackHoward, LLC.
Resurgens Plaza, Suite 1250
945 East Paces Ferry Rd. NE
Atlanta, Georgia 30326
Attn: Rebecca F. Drube

STATE OF GEORGIA

COUNTY OF COBB

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AND RESTRICTIONS FOR THE ALEXANDRIA NEIGHBORHOOD AT EAST PARK**

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WHEREAS, Declarant caused to be recorded a Supplementary Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park in Deed Book 12472, Page 192, et seq., Cobb County, Georgia records ("Supplemental Declaration"); and

WHEREAS, the Declaration was previously amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for East Park recorded in Deed Book 13342, Page 1516, et seq., Cobb County, Georgia records; and

WHEREAS, the Supplemental Declaration was previously amended by that certain Amendment to the Supplemental Declaration recorded in Deed Book 14251, Page 5924, et seq., Cobb County, Georgia records; and

WHEREAS, the Supplemental Declaration was previously amended by that certain Amendment to the Supplemental Declaration recorded in Deed Book 15362, Page 3843, et seq., Cobb County, Georgia records; and

WHEREAS, in accordance with Article V, Section 5.2 of the Supplemental Declaration, the owners of units may amend the Supplemental Declaration by the affirmative vote or written consent, or any combination thereof, of 75% of the owners of units subject to the Supplemental Declaration, the

written consent of the East Park Community Association, Inc. ("Association") acting upon a resolution of its Board of Directors, and, so long as Declarant owns any portion of the Alexandria Neighborhood of East Park ("Alexandria Neighborhood"), the consent of Declarant; and

WHEREAS, the Association's Board of Directors has passed a resolution consenting to this amendment; and

WHEREAS, 75% of the owners of units within the Alexandria Neighborhood have consented to this amendment by their affirmative vote or written consent, or any combination thereof; and

WHEREAS, the Declarant no longer owns any portion of the Alexandria Neighborhood; and

WHEREAS, this Amendment is not material with respect to any mortgagee in that it does not materially and adversely affect the security title or interest of any mortgagee; provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title or interest of any mortgagee without such mortgagee's consent to this Amendment, then this Amendment shall not be binding on the mortgagee so involved, unless such mortgagee consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Supplemental Declaration prior to this Amendment shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Supplemental Declaration of Covenants, Conditions and Restrictions for the Alexandria Neighborhood at East Park is hereby amended as follows:

1.

Article III, Section 3.2 is hereby amended by deleting therefrom the last sentence thereof, which reads as follows "*In addition, the Association shall maintain the exterior finished surface of the Privacy Fences.*"

2.

Article III, Section 3.3 is hereby amended by deleting therefrom the following phrase "*(other than the exterior finished surface)*".

3.

Article III, Section 3.5 of the Supplemental Declaration is hereby amended by deleting sub-Section 3.5(b) therefrom, in its entirety, and substituting therefore the following new sub-Section 3.5(b):

(b) parking vehicles anywhere except in the enclosed garage or driveway serving the Unit or in such visitor parking as may be designated by the Board of Directors. Provided, however, that any vehicle parked in the driveway must be parked in its entirety on the driveway and no part thereof may extend beyond the driveway into the alleyway. Owners and Occupants of a Unit shall not park or permit to be parked more vehicles in the Neighborhood than parking spaces contained in the Unit's garage and driveway. With the exception of such temporary parking as may be expressly authorized in writing by the Board of Directors for short-term needs associated with installations, repairs or similar purposes, there shall be no parking on lawns. The Board of Directors shall have authority to establish rules and regulations concerning the use of visitor parking; provided, however, that in no case shall visitor parking be occupied on a permanent or recurring basis by Owners or Occupants.

IN WITNESS WHEREOF, the undersigned officers of East Park Community Association, Inc., hereby certify that this amendment to the Supplemental Declaration was duly adopted by the requisite majority of the owners of units within the Alexandria Neighborhood with any required notices properly given and is consented to by the East Park Community Association's Board of Directors.

This 24th day of October, 2018.

Sworn to and subscribed before me
this 24th day of October,
2018.

**ASSOCIATION: EAST PARK COMMUNITY
ASSOCIATION, INC.**

Sara Thompson
Witness

By: Ronald H. Bohlender
President

Michael A. Powers
Notary Public

Attest: [Signature]
Secretary

[CORPORATE SEAL]

