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Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

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STATE OF GEORGIA
COUNTY OF COBB

CROSS REFERENCE: Deed Book
14393
Page
4317

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
COVERED BRIDGE AT BARNES MILL CONDOMINIUM**

WHEREAS, Barnes Mill Development, Inc. recorded the Declaration of Condominium for Covered Bridge at Barnes Mill Condominium on September 28, 2006, recorded in Deed Book 14393, Page 4317 of the Cobb County, Georgia land records (as amended, the "Declaration"); and

WHEREAS, Paragraph 23 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote; and

WHEREAS, there are no "Eligible Mortgage Holders" as defined in the Declaration that require consent to this amendment pursuant to Paragraph 23 of the Declaration; and

WHEREAS, at least two-thirds (2/3) of the Total Association Vote have approved the amendments herein.

NOW, THEREFORE, the Declaration is amended as follows:

1.

Paragraph 2(kk) of the Declaration is hereby deleted in its entirety and replaced with the following:

(kk) Occupant shall mean any person who stays or remains at a Unit overnight. "Occupy" or "Occupancy" shall refer to the situation when a person stays or remains at a Unit overnight. By way of example, but not in limitation, a person who is permitted access to a Unit using the services of Airbnb, VRBO or similar transient lodging company is considered an Occupant and the use of the Unit is considered an occupancy ("Occupancy").

2.

Paragraph 14(m) of the Declaration is hereby deleted in its entirety and replaced with the following that clarifies placement of the trash receptacles during non-collection times.

(m). Rubbish, Trash and Garbage. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash receptacles. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash receptacles designated by the Board for collection or removed from the Condominium. No such receptacle or rubbish, trash, and garbage shall be placed upon the curb adjacent to the Condominium property more than twelve (12) hours before such items are scheduled to be collected or removed from the Condominium. All receptacles shall be removed within twelve (12) hours of the time upon which rubbish, trash, and garbage was scheduled to be collected or removed from the Condominium. With the exception of the twenty- four (24) hour period discussed above where the trash receptacies can be placed on the Common Elements and Limited Common Elements for retrieval by the trash company and as described below, all trash receptacles must at all other times be stored within the garage of the Unit.

3.

The Declaration is hereby amended by deleting Paragraph 15 regarding Leasing and replacing it hereto with the new Paragraph 15.

15. Leasing/Renting and Occupancy.

In order to preserve the character of the Covered Bridge at Barnes Mill community as a predominantly owner-occupied community, and to comply with the eligibility requirements for financing in the secondary mortgage market, the Leasing of Units is prohibited, except by the Association and as otherwise may be provided herein.

(a) Definitions.

- (i) **"Leasing or Renting"** shall mean the regular, exclusive occupancy of a Unit by any person(s) other than:
 - (A) the Owner, or a parent, child or legal spouse of an Owner (collectively referred to as "Authorized Occupant");
 - (B) an Authorized Corporate Occupant (defined below); or
 - (C) one (1) roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Unit as their primary residence, as determined in the sole discretion of the Board based on any evidence requested from the Owner by the Board.

Notwithstanding the presence of an Owner, a person shall not be considered a roommate when that person's access to the Unit is arranged through the services of Airbnb, VRBO, Craig's List, or similar transient lodging companies or sources and the occupancy is less than three (3) months. Owners shall notify the Association of the name and length of occupancy of any roommate residing in the property, as well as any other information that the Board may reasonably require.

(ii) **"Authorized Corporate Occupant"** shall only be a single officer (but not an assistant officer), or the 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 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 entity holding record title to the Unit. Family members of an Authorized Corporate Occupant other than a spouse and minor children, are not deemed authorized occupants unless said family member(s) also qualify as an Authorized Corporate Occupant or the one (1) permitted roommate as set forth in (a)(i)(C) above.

(iii) **"Grandfathered Owner"** means an Owner who is lawfully leasing their Unit on the Amendment Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Amendment Effective Date, provide the Board with a copy of the lease in effect on the Amendment Effective Date. Upon receipt of the lease, the Board shall issue a Grandfathering Permit. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Amendment Effective Date. Grandfathering shall automatically expire and any lease of the Unit shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Unit to any Person (other than the Owner's spouse), or the date that the Owner occupies the Unit. Grandfathered Owners shall be obligated to pay the Lease Administration Fee pursuant Paragraph 15(c)(iii)(E) herein for all leases entered into or lease renewals commencing after the Amendment Effective Date on an annual basis.

(iv) **"Grandfathered Unit"** means the Unit owned by a Grandfathered Owner on the Amendment Effective Date.

(b) Authorized Permitted Leasing/Renting.

Leasing/Renting of Units is allowed only by: (1) a Grandfathered Owner holding a Grandfathered Permit; (2) a non-Grandfathered Owner who has received a Hardship Permit as provided below; (3) any first Mortgagee as of the date this amendment is recorded who becomes the Owner of a Unit in satisfaction of its Mortgage, or (4) the Association.

Hardship 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 such permit was issued to the Owner's predecessor-in-title).

In its sole discretion, the Board may adopt, modify, amend and repeal Rules to accommodate and allow for overnight guests. In addition to the foregoing, any Occupancy of a Unit pursuant to a written or oral lease or other tenancy relationship while an Authorized Occupant or Authorized Corporate Occupant resides at the Unit is prohibited, except that the Board of Directors may, in its sole discretion, approve such with regard to a parent, grandparent, child, grandchild, foster child, brother or sister of an Owner who is a natural person.

(i) Grandfathered Permits. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Amendment Effective Date, provide the Board with a copy of the lease in effect on the Amendment Effective Date. Upon receipt of the lease, the Board shall issue a Grandfathering Permit. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Amendment

Effective Date. Grandfathering shall automatically expire and any lease of the Unit shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Unit to any Person (other than the Owner's spouse). Grandfathered Owners shall be obligated to pay the Lease Administration Fee pursuant Paragraph 15(c)(iii)(E) herein for all leases entered into or lease renewals commencing after the Amendment Effective Date on an annual basis.

(ii) Hardship Permits. If the inability to lease/rent will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit at 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 such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Unit 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 is in violation of this Declaration, the Bylaws, or any Association rules and regulations.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate their residence outside the greater Atlanta metropolitan area and cannot, within six 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) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Unit within one year; or (3) an Owner dies and the Unit is being administered by their estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease/rent the Unit once for a term not to exceed one (1) year. Additionally, Hardship Permits are not transferrable to new tenants, and will automatically expire and be revoked prior to the expiration of the one (1) year term upon the occurrence of any of the following: (a) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (b) the failure of the Owner to timely pay any assessment owed to the Association, or (c) the occupancy by the Owner. . An Owner may apply for only one (1) additional Hardship Permit at the expiration or revocation of a previous one. .

(c) General Leasing/Renting Provisions.

(i) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least ten (10) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, e-mail addresses, work locations, work phone numbers, and all other contact information as the Board deems fit of the proposed tenants and all other occupants of the Unit; (3) the Owner's primary residence address and phone number, work location and work phone number; (4) such other information required by the Board, and (5) the Lease Administration Fee, as described in Paragraph 15(c)(iii)(E) below. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with this Declaration, By-Laws or any rules and regulations promulgated thereto. Nothing herein gives the Board the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within 10 days after executing a lease for a Unit, the Owner shall provide the Board with a copy of the executed lease.

(ii) Lease/Rental Terms. Units may be leased only in their entirety; no rooms or fractions of Units may be leased without prior written Board approval. 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 year, except with written Board approval. Rentals of a Unit or portion of a Unit on a short time basis such as Homeaway rentals, Airbnb rentals, VRBO rentals or other similar transient lodging company or source are strictly prohibited regardless of whether the Owner of the Unit is present during the rental period.

(iii) Liability for Assessments; Compliance. The Owner must provide the tenant copies of this Declaration, Bylaws or any rules and regulations promulgated thereto. The following provisions are incorporated into each lease or occupancy of any Unit, whether or not expressly stated therein:

(A) Compliance with the Covered Bridge at Barnes Mill Legal Documents. All terms and conditions defined, described, and outlined within the Declaration of Condominium for Covered Bridge at Barnes Mill Subdivision, recorded in Deed Book 14393, Page 4317 of the Cobb County, Georgia land records ("Declaration") are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all such provisions of the Declaration, as well as the Bylaws, or any rules and regulations (the "Governing Documents") of the Covered Bridge at Barnes Mill Property Owners Association, Inc. ("Association"). The Owner and tenant also are responsible for violations by any Occupants and guests of the Unit; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased/rented or occupied in violation of the Association's Declaration, Bylaws, Articles of Incorporation, and/or rules and regulations (herein collectively referred to as the "Governing Documents"), or if the Owner, tenant, Occupant or any guest violates such Governing Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Governing Documents, including, but not limited to fining the Owner and/or eviction of the tenants and Occupants as provided for herein below.

(B) Use of Association Property. The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges the Owner has to use any of the Association Property and any facilities located thereon; however, said transfer shall in no way be interpreted to include voting rights unless the tenant has a duly executed proxy from the Owner..

(C) Liability for Assessments. The Owner and tenant acknowledge and understand that if Owner fails to pay an assessment or any other charge to the Association when due, the delinquent Owner consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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. Owner acknowledges, understands and accepts that all such payments made by the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the 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.

(D) Enforcement. If a Unit is leased/rented or occupied in violation of the Governing Documents, or if the Owner, Occupant or guest violates the Governing Documents, such violation is deemed to be a default under the terms of this lease. In addition to all other remedies permitted by the Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate this lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law, and/or to assess per diem fines until such time as the violation is cured. The Association also may require the Owner to evict the Occupants for any such violation.

(E) Lease Administration Fee. In order to cover the administrative costs associated with review and maintenance of Leases and leased properties within the community, the Owner shall pay a Lease Administration Fee of \$250.00 at the time that they submit their proposed Lease to the Board of Directors, as required herein. Said Lease Administration Fee shall be charged annually regardless of the fact that the lease may be for multiple years. Further, in the event that the lease terminates prior to the end of the term for any reason and a new lease is executed, a new Lease Administration Fee shall be due for all such new leases with the exception of hardship leases that terminate mid-term. –

(d) Number of Occupants. No more than two Occupants per bedroom are permitted in any dwelling of a Unit as such bedrooms are depicted on the plans for such original construction of the dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Amendment Effective Date. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 and any local ordinance. The Board of Directors shall be authorized to require of all Units occupancy affidavits and/or questionnaires to be utilized for determining compliance with this Paragraph 15 and all other provisions of the Declaration.

4.

Paragraph 17(a) and Paragraph 17(b) of the Declaration are hereby amended by deleting those sections in their entirety and replacing them with the following to provide clarification and correction to the maintenance obligations of the Association vs. the Unit Owner.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, the Limited Common Elements designated in Paragraph 6 of the Declaration, and all improvements made by the Owner to the Limited Common Elements assigned to the Unit, except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (b) below or as otherwise provided in the Master Declaration. This maintenance responsibility shall include, but not be limited to the following:

- i. all exterior Unit surfaces except what the Association expressly agrees to maintain below in (b);
- ii. all glass surfaces (including exterior cleaning), windows, window frames (including cleaning

- of the exterior window frames), casings and locks (including caulking of windows);
- iii. all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (including cleaning of the exterior surface of entry doors);
- iv. cleaning of the exterior surfaces of the walls of the Unit; exterior cleaning and pressure washing of the exterior of the Unit (the Association reserving the right to perform exterior cleaning and pressure washing simultaneously with painting projects if needed, without relieving the Unit Owner of this ongoing obligation and with the exception of gutter cleaning, which the Association will perform);
- v. all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit;
- vi. and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit), up to the point where the item serving only one Unit connects to a point where that line serves multiple Units (For purposes of example only, a water pipe serving only one Unit shall be the Unit Owner's obligation until the location at which the pipe joins either with a main line or another pipe serving another Unit);
- vii. the utility meter that serves only one (1) Unit,
- viii. the driveway serving only one(1) Unit;
- ix. and the patio and/or deck serving the one (1) Unit, ,
- x. all portions of the Unit's roof and roofing system, including the roof joists and cross braces, not expressly assigned to the Association as a maintenance obligation.

In addition, each Owner shall have the responsibility:

- (i) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit;
- (ii) To perform his or her responsibility in such manner so as not to unreasonably disturb other Persons in other Units;
- (iii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible; and
- (iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, Occupant, or guest, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

- (i) all Common Elements, including all private roads, the pool, clubhouse and mail kiosk, within the Condominium Property and all landscape and grassy areas outside of Unit boundaries, but excluding all Limited Common Elements and improvements to Limited Common Elements as set forth in Paragraph 6 of the

Declaration;

- (ii) the following portions of the roof system shall be the obligation of the Association: shingles or other roofing material, underlayment, plywood sheathing, flashing, and other materials required to create a waterproof roof for the unit (the Unit Owner being responsible for all other portions of the roof and roof system);
- (iii) periodic painting and staining of exterior surfaces of the building(s), exterior window frames, and entry doors and door frames facing the hallway of the Condominium, on a schedule to be determined by the Board of Directors;
- (iv) periodic gutter cleaning on a schedule determined in the sole discretion of the Board of Directors
- (v) maintenance, repair and replacement of the wood fascia and soffits that are behind/beneath a unit's gutter system

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. Repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

No diminution or abatement of assessments shall be claimed or allowed by reason of any

alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

IN WITNESS WHEREOF, the undersigned officers of the Covered Bridge at Barnes Mill Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association and its membership, with all required notices duly given.

This 19th day of March 2019, 2019.

**COVERED BRIDGE AT BARNES MILL CONDOMINIUM
ASSOCIATION, INC.**

By: Michael Weir [SEAL]
President

Attest: Chuck Ford [SEAL]
Treasurer

[CORPORATE SEAL]

Sworn to and subscribed to before me
this 19th day of MARCH, 2019.

Judith Naves
Witness
Mildred C. Cason
Notary Public

