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Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 0283063948

15588-1062

Prepared by and return to:
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1259.62

Recorder's Cross-Reference: Declaration: Book: 15482
Page: 3444

COUNTY OF FULTON

STATE OF GEORGIA

**AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SESSIONS WALK**

THIS AMENDMENT is made this 19 day of November, 2018 by Taylor Morrison of Georgia, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant signed and recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sessions Walk, recorded on October 3, 2017 in Deed Book 15482, Page 3444, *et seq.* of the records of the Clerk of the Superior Court of Cobb County, Georgia (the "Declaration"); and

WHEREAS, pursuant to Section 11.6 of the Declaration, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Unit without the consent of the affected Owner; and

WHEREAS, Declarant desires to amend the garage restriction and leasing restriction, as required by local governmental authority;

NOW, THEREFORE, pursuant to the terms of the Declaration, the Declaration shall be modified as provided below.

1.

Section 7.4 of the Declaration shall be amended by deleting the existing Section and replacing it with the following:

0.1 Vehicles; Parking Regardless of local laws, vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Unit. All Units shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall not be converted into living quarters. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage, for periods longer than 24 hours may be removed from the Community by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No commercial vehicles, eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except during the time reasonably necessary to provide service or delivery within the Community. No Owner or any member of the Owner's family residing with the Owner or tenants residing on the Unit shall park any vehicle in any Guest Parking Area.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may

have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

2.

Section 7.5 of the Declaration shall be amended by deleting the existing Section and replacing it as follows:

0.2 Leasing. Except as provided herein, the leasing of Units shall be prohibited.

(a) Definitions.

(i) "Authorized Corporate Occupant" means the Occupant designated by an Owner of a Unit who is a corporation, limited liability company, partnership or trust or other legal entity not being a natural person. If the record title Owner of a Unit is a corporation, limited liability company, partnership or trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the Authorized Corporate Occupant, who will occupy the Unit. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. 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. Occupancy of an entity-owned Unit by any person that does not qualify as an Authorized Corporate Occupant hereunder shall be unauthorized and shall be deemed to constitute leasing under this Section.

(ii) "Leasing" means the occupancy of a Unit by any person(s) other than:

(A) the Unit Owner or a parent, grandparent, spouse or former spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board;

(B) an Authorized Corporate Occupant; or

(C) a roommate of any of the above who also occupies the Unit as his or her primary residence.

A person occupying a Unit only may qualify to be an Authorized Corporate Occupant if no rent or consideration is paid or provided to the Unit Owner by or for the Occupant. Additionally, a Unit may be considered to be leased hereunder even if no rent is paid to the Owner if the Occupant does not constitute one of the Occupants exempted from leasing above.

(iii) "Leasing Cap" means the maximum total number of outstanding leasing permits issued hereunder. The Leasing Cap shall be 2 of the total number of Units. So long as required by local zoning requirements, the Association shall not be authorized to amend the Leasing Cap to change the total number of Units which may be leased.

(b) Authorized Leasing. Owners may lease their Units only if: (1) the Owner has received a leasing permit from the Board as provided below or (2) the Owner or Lessee is the Association. The leasing permit is not intended as a way for the Association to approve or disapprove a particular tenant or Occupant, but a method to ensure that all leasing of Units is strictly in compliance with the conditions and requirements specified in this Article. These conditions and requirements are of utmost importance in maintaining the high quality of the Community.

(c) Leasing Permits. If any other Owner requests a Leasing Permit and complies with the conditions and requirements of this Section, the Board of Directors shall issue a Leasing Permit to the Owner within 15 days of the Owner's request and compliance with the terms hereof, if no more than 2 of the total number of Units have been issued Leasing Permits.

Owners who have 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 they so desire, when the above conditions have been satisfied.

The Board may refuse to issue any Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge or if the Owner is in violation of the Declaration, Bylaws, or Association rules. Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Owners or Units.

(d) Expiration and Revocation of Permits. Leasing Permits are automatically revoked upon the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse or former spouse). Leasing Permits also expire if the Unit is not leased as provided herein within 120 days of

the issuance of the Leasing Permit. The Board also may revoke any Leasing Permit if the Owner is shown on the Association's books and records to be past due in any assessment or charge or if the Owner and/or the Unit Occupant or any guest of the Owner or Occupant violates the Declaration, Bylaws, Association rules or any applicable laws or ordinances.

(e) General. Units 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 shall maintain in its files and, upon request, shall provide to any Owner a form that is deemed acceptable. 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 twelve (12) months, except with written Board approval. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board of Directors with: (1) a copy of the proposed lease; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Unit; (3) the Owner's 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 Unit is leased; and (4) such other information or lease administration fees as may be required by the Board. The Unit Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations.

(f) Compliance With Declaration, Bylaws, and Rules and Regulations, Use of Common Property, and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, 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 on the Unit:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the 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, 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 Paragraph or if the Owner, lessee, or a person living with the lessee, violates the 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, to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Unit paid for by the Association as a common expense, including water service to the Unit, subject to the provisions of this Declaration and the Bylaws.

If a Unit is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the 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, 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.

(ii) 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.

(iii) Liability for Assessments. When a Unit 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 Article 4 herein 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.

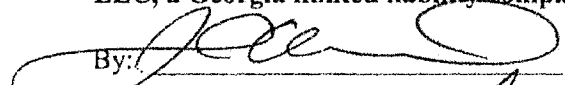
(g) Applicability of this Section. This Section shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who

becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Furthermore, for so long as Declarant is the Owner of any Unit, the provisions of this Section shall not apply to Declarant or the leasing of a Unit by Declarant. Declarant or any Owner that leases to Declarant shall be permitted to lease a Unit without being required to procure a Leasing Permit.

In all other respects the Declaration shall remain unmodified.

IN WITNESS WHEREOF, the undersigned Association has executed this Amendment on the date and year first written above.

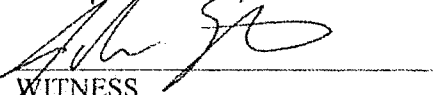
DECLARANT: TAYLOR MORRISON OF GEORGIA, LLC, a Georgia limited liability company

By: 

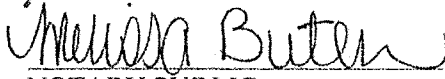
Print Name: Joel Underwood

Its: VP, Finance

Signed, sealed, and delivered
In the presence of:



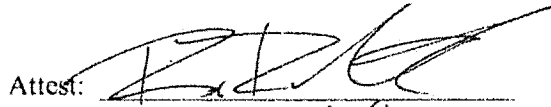
WITNESS



NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

Attest: 

Print Name: Renee Maller

Its: Land Acq. Director

Melissa Butler
Notary Public
Pickens County, GA
My commission expires
7/23/2022