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Clerk of Superior Court Cobb Cty. Ga.

Return after recording to:
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Cross Reference: Deed Book 8501
Page 213

SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF ECHO MILL

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This Sixth Amendment to the Declaration of Covenant, Conditions and Restrictions of Echo Mill (hereinafter the "Amendment") is made effective as of the 14th day of May, 2016 by Echo Mill Neighborhood Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Declaration of Covenants, Conditions and Restrictions.

WITNESSETH:

WHEREAS, on September 26, 1994, Cousins Real Estate Corporation (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213, *et seq.*, Cobb County, Georgia records; as amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on February 10, 1995 in Deed Book 8722, Page 212, *et seq.*, aforesaid records; as amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on July 31, 1995 in Deed Book 9005, Page 236, *et seq.*, aforesaid records; as amended by that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on February 27, 1996 in Deed Book 9436, Page 268, *et seq.*, aforesaid records; as amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on March 23, 2009 in Deed Book 14676, Page 5112, *et seq.*, aforesaid records; and as amended by that certain Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on May 19, 2017 in Deed Book 15443, Page 3820, *et seq.*, aforesaid records (hereinafter, as amended and supplemented, the "Declaration"); and

WHEREAS, Echo Mill Neighborhood Association, Inc. is the "Association" as said term is used and defined in the Declaration; and

WHEREAS, Echo Mill has been submitted to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et seq.* (the "Act"); and

WHEREAS, Bylaws of Echo Mill Neighborhood Association, Inc. were recorded with the Declaration and attached thereto as Exhibit "E" (hereinafter, the "Bylaws"); and

WHEREAS, pursuant to Section 44-3-226 of the Act, the Declaration may be amended by the agreement of the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain; and

WHEREAS, the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this Amendment has been approved by the members of the Association in the manner set forth herein, as evidenced by the sworn statement of the President and Secretary of the Association attached hereto as Exhibit "A" and by this reference made a part hereof;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Exhibit "C" of the Declaration is hereby amended by deleting Section 4 thereof in its entirety and substituting the following Section 4 in its place:

"Section 4. Leasing of Units. In order to protect the equity of the individual Owners in Echo Mill, and to carry out the purpose for which the Properties was formed by preserving the character of the Properties as a homogenous residential community of predominantly owner-occupied homes and to ensure compliance with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Section 4.

(a) Definitions. For purposes of this Section 4, certain terms shall be defined as follows:

- 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 Lot 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 Lot to any other person (other than the Owner's spouse), or (2) the date that all current occupants of the Grandfathered Owner's Lot vacate and cease to occupy the Lot. Upon the happening of either event in part (1) or (2), the Lot shall automatically lose grandfathering hereunder.

To qualify to be a Grandfathered Owner hereunder, the Owner must, within 30 of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date.

- iii. "Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.
- iv. "Leasing" means the regular occupancy of a Unit by any person(s) other than the Owner or a parent, child or spouse of an Owner. An Owner may lease only a Unit in its entirety pursuant to a single lease and no room rental or sub-leasing or assignment of lease rights by the lessee or Owner is allowed.
- v. "Owner in Good Standing" means an Owner whose homeowner's account is current and all dues, fines and other assessments are paid in full.

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

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 Properties 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, (5) whether previous hardship leasing permits have been issued to the Owner and (6) the Owner is an Owner in good standing.

A "hardship" as described herein may include, but not be limited to, the following situations:

- (1) an Owner dies and the Unit is being administered by his or her estate;
- (2) 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; or
- (3) 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.

Hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable to other Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor-in-title).

Hardship leasing permits shall be automatically revoked upon the happening of any of the events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse) and (2) one year from the date the permit is issued. An Owner may apply for an additional Hardship leasing permit at the expiration or revocation of a previous one.

The Board may impose a fee on the Owner for administering the lease permitting and monitoring process; said fee will be established by the Board. Any fees are due and payable when a hardship permit request is made to the Board by the Owner.

(c) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

- i. One Year Waiting Period. In addition to all other provisions, for a period of at least twelve (12) months after an Owner's acquisition of a Unit, the Owner cannot lease that Unit.
- ii. Notice. Once a hardship leasing permit has been approved by the Board; the Owner has thirty (30) days before entering into a lease of a Unit to provide the Board with a copy of the proposed lease agreement. The Board shall review the form of said lease. In the event a lease is not in compliance with the Declaration, the Board shall notify the Owner of the action to be taken to bring the lease form in compliance with the Declaration and any Association rules and regulations adopted pursuant thereto. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's review shall be limited to the form of the proposed lease.

Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with; (1) an executed copy of the lease, (2) the name, phone number and other contact information that may be required by the Board (i.e. email address) of the lessee occupying the Unit, and (3) Owner's primary residence address, phone number and other contact information that may be required by the Board.

- iii. Lease Terms. Units may be leased only in their entirety; no rooms or fractions of Units may be leased. No Unit Owner shall be permitted to lease the Unit of such Unit Owner for transient or hotel purposes or to

allow occupancy of a Unit via Airbnb or similar websites. 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 one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. If an Owner is granted approval to lease their Unit, the Owner may not display or post "For lease" or "For Rent" signs on the Unit.

- iv. 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:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. If a Unit is leased or occupied in violation of this Section 4, then the Association's Board is authorized, in addition to all other available remedies, to terminate that lease and occupancy, and to suspend all voting and/or Common Property use privileges of the Owner and any unauthorized tenant(s) or Occupant(s), subject to the provisions of the Declaration and the Bylaws.

The tenant shall comply with all provisions of the Declaration, Bylaws and Association rules and regulations and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of his or her lot to comply with the Declaration, Bylaws and Association rules and regulations, and shall be responsible for all violations by such Occupants and guests, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If the tenant, or a person living with the tenant or the tenant's guest, violates the Declaration, Bylaws or Association rules and regulations, fines may be levied the Owner and such violation 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 tenant in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Bylaws and Association rules and regulations, including the power and authority to evict the tenant 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 tenant, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

(2) Use of Common Area. The Owner transfers and assigns to the Owner's tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including, but not limited to, the use of any and all recreational or social facilities situated on the Common Area.

(3) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge owed to the Association for a period of more than 30 days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the tenant during the period of delinquency; and, upon request by the Board, the Owner's tenant 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 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. 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. If the tenant fails to comply with the Board's request to pay assessments or other charges, the tenant shall pay to the Association all amounts authorized under the Declaration as if the tenant 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.

(d) This Paragraph 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.

(e) Entity Ownership. If an Owner of a Unit is a corporation, limited liability company, partnership, trust or other legal entity (collectively, "Entity Owner"), the Entity Owner shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. An Entity Owner may not change the designated person(s) to occupy the Unit more than one (1) time in any twelve month period. At least ten (10) days prior to the change in occupancy of a Unit owned by an Entity Owner, such an Entity Owner shall provide the Board with the following:

(i) The name, address and telephone number of the proposed designated occupant;

(ii) Proof that the designated occupant is a significant shareholder, member, partner, trustee or beneficiary of the Entity Owner together with proof that such relationship is a bona fide preexisting relationship unrelated to the designated occupant's occupancy of the Unit;

(iii) As appropriate, articles of incorporation, bylaws, articles of organization, shareholders agreement, operating agreement, or trust instrument pertinent to the Entity Owner.

Failure to provide the foregoing shall be sufficient grounds for the Board to prohibit occupancy of the Unit by the designated occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Unit by a person designated for occupancy by the Entity Owner if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in the Declaration. If the Entity Owner designates only one (1) person to occupy the Unit and such person is qualified to occupy the Unit pursuant to the requirements of this subparagraph, then the spouse and/or children of such person or a single roommate of such person may also occupy the Unit."

2. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration and/or Bylaws of the Association, the terms of this Amendment shall control. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Declaration. Except as herein modified and amended, the Declaration shall remain in full force and effect. This Amendment shall be effective upon recordation in the Cobb County, Georgia records. This Amendment was prepared by Steven M. Winter, Esq. of Winter Capriola Zenner, LLC, 3490 Piedmont Road, N.E., Suite 800, Atlanta, Georgia 30305.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby execute this Amendment on the date and year first above written.

ECHO MILL NEIGHBORHOOD ASSOCIATION, INC., a Georgia nonprofit corporation

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: June 20, 2020



By: [Signature]
President

Attest: [Signature]
Secretary

EXHIBIT A
CERTIFICATION OF APPROVAL

The undersigned officers of Echo Mill Neighborhood Association, Inc. hereby swear under oath that the above Amendment was approved by the requisite percentage of members of the Association and that any notices required by applicable law were properly given.

Sworn to and subscribed
before me this 13 day of May 2017

Richard G. Cannon

RGC, President

Notary Public

Audrey H. Davison

Audrey H. Davison, Secretary

My Commission Expires: June 20, 2020

