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Two Decatur TownCenter, Suite 520

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Decatur, Georgia 30030

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CROSS REFERENCE: Deed Book: 29261

Page: 219

**FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR WILDCAT LAKE**

5/1 THIS AMENDMENT (hereinafter referred to as "Amendment") is made this 7 day of July, 2008 by **WILDCAT LAKE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Wildcat Lake, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Covenants, Restrictions and Easements for Wildcat Lake, which was recorded October 17, 2002 at Deed Book 29261, Page 219, *et seq.*, Gwinnet County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article VI, Section 6.03(b) of the Declaration, the Declaration may be amended by the approval of Members holding at least two-thirds (2/3) of the total votes in the Association, provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by the Declarant; and

WHEREAS, this Amendment does not materially and adversely affect the security title and interest of any mortgagee; provided, however, in the event a court of competent jurisdiction

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determines that this Amendment does materially and adversely affect the security title and interest of any mortgagee without such mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the original Declaration prior to this Amendment shall control with respect to the affected mortgage holder; and

WHEREAS, Declarant no longer has the right to appoint and remove the officers and directors of the Association; and

WHEREAS, Members holding at least two-thirds (2/3) of the total votes in the Association agreed to amend the Declaration as hereinafter provided; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states unequivocally that the approval of Members holding two-thirds (2/3) of the total votes in the Association was lawfully obtained; and

WHEREAS, attached hereto as Exhibit "B" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that the approval of Members holding two-thirds (2/3) of the total votes in the Association was lawfully obtained; and

NOW THEREFORE, the Association and the Members thereof hereby adopt this Amendment to the Declaration of Covenants, Restrictions and Easements for Wildcat Lake hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to the end of Article III of the Declaration a new Section 3.24, entitled "Leasing", to read as follows:

3.24 Leasing. In order to protect the equity of the individual Members, to carry out the purpose for which the Association was formed by preserving the character of the Property as a homogenous residential community of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section. The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section. Any lease which does not comply with this

Section shall be voidable at the option of the Board of Directors. Except as provided herein, the leasing of Lots shall be prohibited.

(a) Definitions.

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

(ii) Applicability - Grandfathered Lot. Each Lot which is being leased as of the date this Amendment is recorded in the Gwinnett County, Georgia land records (hereinafter the "Effective Date") is for all purposes herein a "Grandfathered Lot", and may continue to be leased, provided the tenant complies with all regulations pertaining to the use of the Lot and all rules and regulations set forth in this Section. All Owners of Grandfathered Lots shall file a copy of the lease agreement in effect as of the Effective Date with the Board. Any Lot that is designated as a "Grandfathered Lot" shall authorize a Lot Owner to lease said Grandfathered Lot at any time until such time as title to said Grandfathered Lot is conveyed to any person or entity other than the person or entity holding record title as of the Effective Date. Upon the transfer of title described in this subparagraph, the Owner of a Grandfathered Lot shall no longer be permitted to lease his or her Lot except as provided below for cases of undue hardship.

(b) General. No Owner of a Lot that is not a Grandfathered Lot may lease his or her Lot except as provided in subsection (c) below for cases of undue hardship.

(c) Undue Hardship. The Board of Directors shall be empowered to allow reasonable leasing of a Lot upon application and approval in accordance with this Section to avoid undue hardship, including, but not limited to the following situations: (1) a Lot Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) the Owner dies and the Lot is being administered by his or her estate; and (3) the Owner temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subsection, have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite written approval of the Board of Directors may lease their Lots in accordance with subsection (d) below for such duration as the Board of Directors

reasonably determines is necessary to prevent undue hardship. Each Owner permitted to lease his or her Lot in accordance with this subsection shall be required to reapply every year or with such other frequency as may be determined by the Board of Directors from time to time for renewal of the hardship exception.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board of Directors may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board of Director's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board of Directors with the name and phone number of the lessee and the Owner's address other than at the Lot and other such information as the Board of Directors may reasonably require within ten (10) days after a lease has been signed by both parties.

(d) Leasing Provisions. Any leasing permitted under subsection (c) above and any Grandfathered Lot being leased shall be governed by the following provisions:

(i) General. Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. All leases shall be in writing. The Board of Directors shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. There shall be no subleasing or assignment of leases unless approved in writing by the Board. Except as otherwise provided herein, all leases must be for an initial term of one (1) year, except with written approval by the Board of Directors, which approval shall not be unreasonably withheld. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and the lease shall provide that the Owner has made available to 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.

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

(iii) Liability for Assessments, Use of Common Property, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Declaration and Bylaws. If the fine is not paid by the lessee within the time period established by the Board, the Owners shall pay the fine upon notice from the Association of the lessee's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee and/or Occupant(s) in accordance with Georgia law.

(2) 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.

(3) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any annual, special or specific 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 of Directors, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for,

monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Mortgage Exemption. This Section shall not apply to any leasing transaction entered into by the Association or an institutional holder of any first mortgage on a Lot who becomes the owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such first mortgage.

2.

The Declaration is further amended by adding to the end of Article X of the Declaration a new Section 10.13, entitled "Initiation Fee", to read as follows:

10.13 Initiation Fee. Upon each and every conveyance of title to a Lot in the Property, an initiation fee in the amount of Five Hundred and No/100 Dollars (\$500.00) shall be collected from the new Owner at the closing of such transaction and paid to the Association; or if not collected at closing, shall be paid immediately upon demand by the Association. The initiation fee shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the annual general assessment and shall not be considered an advance payment of such assessment.

The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. This specific assessment shall not apply to the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, but shall apply to the Owner acquiring the Lot from the foreclosing mortgagee.

3.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

4.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia and shall be enforceable against current Owners of all Lots subject to the Declaration.

5.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION:

WILDCAT LAKE HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: Name:

John Shauger
JOHN SHAUGER

President

Attest: Name:

Elizabeth Stever
ELIZABETH STEVER
Secretary

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered in the presence of

James H. [Signature]
Witness

Stadiana [Signature]
Notary Public

[AFFIX NOTARY SEAL]



EXHIBIT "A"

Sworn Statement of President of
Wildcat Lake Homeowners Association, Inc.

STATE OF GEORGIA
COUNTY OF GWINNETT

Re: Wildcat Lake Homeowners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn,
deposed and said on oath that:

1. Deponent is the President of Wildcat Lake Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Covenants, Restrictions and Easements for Wildcat Lake was approved by Members holding two-thirds (2/3) of the total votes in the Association as provided by the Declaration.

4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and Article VI, Section 6.03(c) of the Declaration.

This the 3 day of July, 2007.

By: John Shanks
Name: John Shanks

Sworn to and Subscribed
before me this 3 day of July, 2007.

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Notary Public
[AFFIX NOTARY SEAL]



