

Return to: Lazega & Johanson, LLC
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STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 3609
Page 70

Cross Reference: Deed Book 14187
Page 525

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR GLENLEIGH HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Glenleigh Homeowners Association was recorded on August 16, 1985, in Deed Book 3609, Page 70, *et seq.*, Cobb County, Georgia land records, as supplemented and amended ("Declaration"); and

WHEREAS, the Declaration was renewed by the recording of the Renewal for the Declaration of Covenants, Conditions, and Restrictions for Glenleigh Homeowners Association on July 10, 2005 in Deed Book 14187, Page 525, *et seq.*, Cobb County, Georgia land records; and

WHEREAS, the Amendment to the Declaration of Covenant, Conditions, and Restrictions for Glenleigh Homeowners Association recorded on November 26, 2024 in Deed Book 16247, Page 2559 *et seq.*, Cobb County, Georgia land records submitted the Association to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*;

WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote, written consent, or any combination thereof of Owners holding at least two-thirds (2/3) of the Total Association Vote and

WHEREAS, Owners holding at least 2/3 of the Total Association Vote have consented and approved this Amendment;

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

1.

Article VI, Section 2 of the Declaration is hereby deleted in its entirety and the following new Section 2 is substituted therefor:

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling; and
- (b) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity; and
- (c) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees; and
- (d) the business activity is legal and conforms to all zoning requirements for the Property; and
- (e) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and

- (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Owners or occupants, as determined in the Board of Directors' sole discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, managing agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

All short-term rentals and any hotel-type use, stay or occupancy of any Lot, such as through websites and third-party vendors like Airbnb, VRBO, and HomeAway, shall constitute a business and business activity and shall be prohibited in their entirety.

2.

Article VI, Section 5 of the Declaration is hereby deleted in its entirety and the following new Section 5 is substituted therefor:

Section 5. Leasing. In order to preserve the character of the Glenleigh Community as a residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Section. **Except as provided herein, leasing of Lots is prohibited.**

Owners may lease their Lots only if: (a) the Owner is a Grandfathered Owner (applicable only to the Grandfathered Lot); (b) the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; (c) the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below; or (d) the Owner or Lessee is the Association. Lots may not be leased, rented, or used for short-term hotel-type use, stay or occupancy, except with written Board approval. The Board of Directors shall have the authority to establish conditions as to the duration and use of Hardship Leasing Permits consistent with this Section.

The intent of this provision is to generally limit leasing to 6% of the total Lots within the Glenleigh Community, but to provide grandfathering to certain Owners who are lawfully leasing their Lots on the Effective Date, and to provide the Board of Directors with flexibility to allow temporary leasing of Lots in certain undue hardship situations.

(a) Definitions.

(i) **"Authorized Corporate Occupant"** means an Occupant of a Lot who is an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided that no rent is paid or consideration is paid to any person or entity for such occupancy, or by or on behalf of such Occupant. 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 Lot.

(ii) **"Authorized Family Member"** means a Lot Owner's spouse, former spouse, parent, child, brother, sister, grandparent or grandchild, which relationship shall be demonstrated to the Board of Directors on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board.

(iii) **“Effective Date”** means the date that this Amendment is recorded in the Cobb County, Georgia land records.

(iv) **“Grandfathered Owner”** means an Owner of a Lot who: (1) is lawfully leasing his or her Lot on the Effective Date and has been lawfully leasing his or her Lot for the immediately preceding 60 days; and (2) within thirty (30) days of the Effective Date, provides the Board with a copy of the Owner’s lease agreement(s) which is/are in effect on the Effective Date.

(v) **“Grandfathered Lot”** means the Lot owned and lawfully leased by a Grandfathered Owner on the Effective Date hereof, as defined in subsection (iii) above.

(vi) **“Leasing”** means the occupancy of a Lot by any person(s) other than:

1. the Lot Owner or an Authorized Family Member of the Lot Owner;
2. an Authorized Corporate Occupant. However, the Authorized Corporate Occupant may not be changed more frequently than once every twenty-four (24) months without the Board’s written consent, and the name of each Authorized Corporate Occupant shall be designated in writing to the Board prior to any occupancy of the Lot by such person; or
3. a roommate of any person identified in subsection (i) or (ii) above, which person identified above also occupies the Lot as his or her primary, full-time residence.

A Lot may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangement, lease with an option to purchase, agreement for deed, or bond for title shall be considered a lease hereunder.

(vii) **“Leasing Cap”** means the maximum combined total number of outstanding Leasing Permits, Hardship Leasing Permits and Grandfathered Lots that are permitted before additional Leasing Permits may be issued hereunder. **The Leasing Cap shall be 6% of the total Lots within the Glenleigh Community.**

(viii) **“Occupant”** means the Owner or lessee(s) of any Lot and their respective guests, family members, tenants and invitees or any other Person who either lawfully or unlawfully occupies or comes upon such Lot.

(b) **Leasing Restriction.** No Owner of a Lot may lease his or her Lot, except: (i) a Grandfathered Owner; (ii) a non-Grandfathered Owner who has received a Leasing Permit from the Board under subsection (d) below; or (iii) a non-Grandfathered Owner who has received a Hardship Leasing Permit from the Board under subsection (e) below.

(c) **Grandfathered Lot Leasing.** **Grandfathered Owners may lease their respective Grandfathered Lots in accordance with this Section, without having to obtain a Leasing Permit or Hardship Leasing Permit. Notwithstanding that Grandfathered Owners do not require a Leasing Permit or a Hardship Leasing Permit to lease their Grandfathered Lots as provided herein, Grandfathered Owners and Grandfathered Lots are subject to all other provisions, conditions and requirements applicable to leased Lots hereunder, including but not limited to the Leasing Administration Fee under subsection (g) below, the Leasing Provisions under subsection (h) below, and the Owner, Occupant, and Tenant Emergency Contact Information under subsection (i) below.**

Grandfathering and Grandfathered status hereunder shall automatically expire and terminate on the earlier of: (i) the date the Grandfathered Owner, or any individual or entity acting on their behalf, conveys title to the Grandfathered Lot for value to any other person or entity (excluding an Authorized Family Member); (ii) the date the Owner of the Grandfathered Lot occupies the Lot as his or her primary residence; (iii) the date that all current Occupants of the Grandfathered Lot vacate and cease to occupy the Lot; (iv) any termination, renewal, modification or extension of the existing lease or occupancy; (v) the date the Owner of the Lot ceases to lease his or her Lot for 90 consecutive days. For purposes of this Section, conveying title “for value” means any transfer of the Lot for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Lot for consideration in the amount of \$100.00 or more.

The Board of Directors, in its discretion, also may terminate grandfathering and Grandfathered status of any Lot hereunder, after 30 days' written notice to the Owner, if:

- (i) The Grandfathered Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder;
- (ii) The Grandfathered Owner or any Occupant of the Lot violates any applicable law or ordinance; or
- (iii) The Grandfathered Owner or any Occupant of the Lot violates the Declaration, By-Laws, or Association rules or regulations, and fails to fully cure that violation within 30 days from the date of the violation notice.

(d) Leasing Permits. If an Owner is not a Grandfathered Owner and wishes to lease the Owner's Lot, then the Owner may apply in writing to the Board of Directors for permission to lease (a Leasing Permit). Owner requests for permission to lease by way of Leasing Permits must be in writing and provide such information as the Board may reasonably require.

The Board of Directors may approve an Owner's request for a Leasing Permit if, at the time of application for the permit: (i) the Owner has owned and occupied the Lot as his or her principal and primary residence for at least **24 consecutive months** at any point of time prior to requesting a Leasing Permit; and (ii) the total combined number of current, outstanding Leasing Permits, Hardship Leasing Permits and Grandfathered Lots is less than the Leasing Cap.

Notwithstanding the above or anything to the contrary herein, the Board may deny a Leasing Permit to any Owner if the Lot is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge or if the Owner or any Lot Occupant is otherwise in violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable law or ordinance.

If the total combined number of current Leasing Permits, Hardship Leasing Permits and Grandfathered Lots equals or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the applicable Leasing Cap.

Any Owner who has 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 the Owner so desires. 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. All Leasing Permits are valid only as to a specific Owner and Lot and are not transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

(e) Hardship Leasing Permits. If an Owner is not a Grandfathered Owner, has owned and occupied the Lot as his or her principal and primary residence, and believes that leasing the Owner's Lot is necessary to eliminate or avoid a substantial undue hardship to the Owner, then the Owner may apply in writing to the Board of Directors for a Hardship Leasing Permit.

A written Hardship Leasing Permit will allow an Owner to temporarily lease his or her Lot, 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 issuance and use of such permits consistent with this Section. All Hardship Leasing Permits are valid only as to a specific Owner and Lot and are not transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

Notwithstanding the above or anything to the contrary herein, the Board may deny a Hardship Leasing Permit to any Owner if the Lot is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge or if the Owner or any Lot Occupant is otherwise in violation of the Declaration, By-Laws, any Association rules and regulations, or any applicable law or ordinance.

To be considered for a Hardship Leasing Permit, the Owner must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate. The Board shall have the

authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship; (ii) the harm, if any, which will result to the Community if the permit is approved; (iii) the number of Hardship Leasing Permits which have been issued to other Owners; (iv) the Owner's ability to cure the hardship; and (v) whether previous Hardship Leasing Permits have been issued to the Owner.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guarantee that an Owner is entitled to or will receive a Hardship Leasing Permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

(f) Duration, Expiration and Revocation of Leasing Permits and Hardship Leasing Permits. Except as otherwise approved in writing by the Board or provided herein, Leasing Permits and Hardship Leasing Permits are automatically revoked upon: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Authorized Family Member); or (ii) failure of an Owner to execute and commence an authorized lease of the Lot within ninety (90) days of the issuance of a Leasing Permit or Hardship Leasing Permit.

Except as otherwise approved in writing by the Board, Hardship Leasing Permits expire one (1) year after the date issued. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit if the circumstances warrant.

Except as otherwise approved in writing by the Board or provided herein, Leasing Permits automatically expire three (3) years from the date issued. Owners may not apply for an additional Leasing Permit until there are 60 days or less left before their current Leasing Permit expires.

In addition to the above, the Board of Directors, in its discretion, also may terminate any Leasing Permit or Hardship Leasing Permit hereunder, after thirty (30) days' written notice to the Owner, if:

(i) The Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder;

(ii) The Owner or any Occupant of the Lot violates any applicable law or ordinance;

(iii) The Owner or any Occupant of the Lot is convicted of a felony (which conviction has not been overturned), is convicted of a misdemeanor criminal offense occurring within the Community, is issued two or more governmental citations or tickets for traffic offenses within the Community, or is arrested for and/or charged by law enforcement for criminal conduct which the Board reasonably determines creates an unreasonable danger or risk to safety to other Community residents;

(iv) Within any consecutive twenty-four (24) month period, there occur three (3) or more violations of the Declaration, By-Laws or Association rules and regulations by an Owner, Occupant, or any guest or vendor of an Owner or Occupant of a Lot, regardless of whether such violations are cured; or

(v) The Owner or any Occupant of the Lot violates the Declaration, By-Laws or Association rules or regulations, and fails to fully cure that violation within the 30-day notice period or if the violation occurs again after the 30-day notice.

If a Leasing Permit expires or is revoked, the Owner may request another Leasing Permit, or if such Leasing Permit is not available because the Leasing Cap is satisfied, the Owner may request to be placed on the leasing waiting list.

(g) Leasing Administration Fee; Early Lease Termination. In addition to all other assessments and other charges provided for herein, an Owner who leases a Lot hereunder shall be assessed and required to pay to the Association an annual leasing administration fee ("Leasing Administration Fee") to offset time, resources and costs expended by the Association in administering leasing regulations hereunder.

The Leasing Administration Fee is due at the time any lease is executed or new occupancy relationship is created hereunder, and annually thereafter. The dollar amount of the Leasing Administration Fee shall be an amount established by the Board of Directors, but not to exceed twice the amount of the then annual assessment applicable at that time. The Leasing Administration Fee constitutes a specific assessment hereunder and is non-refundable. Alternatively, if the Association outsources rental

management to a third-party vendor, then, in addition to the Leasing Administration Fee, any fee charged by this third-party vendor to the Association may be specifically assessed by the Association to the Owners that are leasing their Lots.

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

(i) General Leasing Provisions. Except for authorized roommates of an Owner as provided above, Lots may be leased only in their entirety pursuant to a single lease. All leases must be for an initial term of not less than one (1) year. There shall be no subleasing of Lots or assignment of leases, except with prior written Board approval.

Lots (including rooms therein) may not be leased, rented or used for short-term hotel-type use, stay or occupancy including but not limited to Airbnb, HomeAway or VRBO. In addition, no owner shall advertise, market, or offer to lease, rent, or accept any type of occupancy relationship for any such short-term, hotel-type use, stay or occupancy.

All leases shall be in writing and shall contain provisions complying with the requirements of this Section. All leases executed, modified, renewed, or extended after the Effective Date also must include a completed Lease Terms Exhibit attached hereto and incorporated herein by reference. The provisions of the Lease Terms Exhibit are incorporated into each lease of any Lot executed, modified, renewed or extended after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Lot even if no written lease or agreement exists between the Owner and the Occupant.

1. Notice Prior to Leasing. At least fourteen (14) days before entering into a lease of any Lot, the Owner shall provide the Board of Directors with: **(a)** written notice of the Owner's intention to lease his or her Lot; **(b)** verification that the Owner has obtained a Leasing Permit, a Hardship Leasing Permit, or is authorized to lease as a Grandfathered Owner; **(c)** a copy of the proposed lease, which must include the Lease Terms Exhibit provided for herein; **(d)** the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed Occupants of the Lot; **(e)** the Owner's Lot 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 Lot is leased; **(f)** confirmation of the Tenant Screening required hereunder; and **(g)** such other information required by the Board. The Owner must provide the lessee copies of the Declaration, By-Laws and Association rules and regulations. **Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant.**

2. Notice After Lease Execution. The Owner of a leased Lot shall provide the Board with a copy of the executed lease and Lease Terms Exhibit within seven (7) days after executing a lease for the Lot and within seven (7) days of request by the Board during the lease term. If any of the information regarding the Occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and Occupant shall update and notify the Board in writing of such changes within thirty (30) days of the date of such change.

3. Sanctions for Failure to Provide Notice. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued violation of these provisions, in addition to revoking any Leasing Permits or Hardship Leasing Permits issued hereunder, and all other remedies provided in the Declaration, By-Laws or Georgia law.

(ii) Tenant Screening. Any Owner who is seeking to lease his or her Lot must engage a professional third-party service ("Tenant Screening Service" or "Service") prior to entering into a lease agreement, to obtain the information required below for each adult Occupant who will occupy the Lot pursuant to the lease. Prior to such occupancy, the Owner must complete

and provide the Association confirmation of the Tenant Screening. The Tenant Screening Service must, at a minimum, take the following steps:

1. Provide a consumer credit report on the prospective Occupant(s);
2. Provide a nationwide criminal background check on the prospective Occupant(s);
3. Provide a review of the Georgia Sexual Offender Registry; and
4. Report such information as is disclosed by its investigation to the Owner.

If the Tenant Screening report does not include a review of the Georgia Sexual Offender Registry, the Owner will separately verify this information and confirm such verification with the screening report provided to the Board. **The Owner is not required to provide the Board with the results of the Tenant Screening,** but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the information identified above concerning the prospective tenant(s).

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Lot Owner.

(iii) Compliance & Enforcement. The Owner must provide the Occupant with copies of the Association's legal documents. Each Owner and Occupant shall comply with the Declaration, By-Laws, Association rules and regulations, and all applicable laws and ordinances. Owners and Occupants also shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance and shall indemnify and hold the Association harmless for their and their Occupants' and guests' failure to comply. The Owner shall be responsible for all violations by such Occupants and guests as if the Owner committed such violation, notwithstanding the fact that such Occupants and guests also are fully liable and may be sanctioned for any such violation.

Any of the following shall constitute a default under the lease and authorizes the Association to declare the lease in default and to terminate the lease for any such violation and/or to compel the Owner to evict the Lot Occupant(s), in addition to all other rights and remedies afforded under the Declaration, By-Laws and/or Georgia law:

- 1.any violation of any provision of the Declaration, By-Laws or Association rules or regulations which remains uncured after thirty (30) days' written notice thereof from the Association;
- 2.the occurrence of three (3) or more violations of the Declaration, By-Laws or Associations rules or regulations by an Owner, Occupant, or any guest or vendor of an Owner or Occupant of a Lot, regardless of whether such violations are cured;
- 3.any felony conviction against an Occupant, which conviction has not been overturned;
- 4.any conviction of an Occupant for a misdemeanor criminal offense occurring within the Community;
- 5.two or more governmental citations or tickets for traffic offenses occurring within the Community;
- 6.any arrest of or charge by law enforcement against an Occupant for criminal conduct which the Association's Board of Directors reasonably determines creates an unreasonable danger or risk to safety to other Glenleigh Owners and occupants;
- 7.any Amber alert issued on a vehicle registered or parked at the Community by an Occupant or guest of such Occupant; or
- 8.any conduct by an Occupant or guest of an Occupant that creates a reasonable risk to

life and/or safety at the Community.

The Association may bring an action against the Owner and/or Occupant(s) for damages and/or injunctive relief or may impose fines and/or other sanctions under the Declaration, By-Laws or Georgia law, and/or may terminate Leasing Permits, Hardship Leasing Permits, and/or leases, for any such violations.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs associated with any enforcement action by the Association under this Section, including all reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, and court costs, shall be specially assessed against Owner's Lot and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot and Owner. If any Occupant, or any guest, invitee, licensee or family member of the Occupant violates the Declaration, By-Laws or rules and regulations, for which a fine is imposed, such fine may be assessed against the Occupant and/or Owner, as provided in the Declaration and By-Laws.

When a Lot Owner who is leasing his or her Lot 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, upon request by the Board, the lessee shall pay the Association all unpaid annual and special assessments and other charges owed and payable by the Owner 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.

(i) **Owner, Occupant and Tenant Emergency Contact Information.** To facilitate the Association's performance of its obligations under this Section 6, upon acquiring and/or occupying a Lot, and thereafter upon request by the Board, every Owner, Occupant and tenant shall provide the Board of Directors with full contact information for the Owner, Occupant and tenant, including an alternate physical residence address if the Owner does not occupy the Lot, a phone number and an email address, and every Owner, Occupant and tenant consents to the Association and its agents and/or legal counsel communicating with such Owner, Occupant and tenant at such address, phone number (by call or text) and/or email address. Every Owner shall promptly update such contact information with the Board of Directors upon any change in such information. If any Owner fails to provide the information required by this subparagraph, the Association may assess the Owner for any common expenses or consequential damages resulting from the lack of such information.

[SIGNATURES AND CERTIFICATION ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned duly authorized officers of Glenleigh Homeowners Association, Inc. hereby certify that the above amendment was duly adopted by Owners holding at least 2/3 of the Total Association Vote, with any required notices properly given, that they are authorized to execute this document, and that their signatures below are genuine.


This 19th day of JUNE, 2025.

**GLENLEIGH HOMEOWNERS ASSOCIATION, INC., a
Georgia Nonprofit Corporation**

Sworn to and subscribed before me this
19th day of June, 2025.

By: [Signature] (Seal)
President


Print: BART RUISENDEPERG

Witness [Signature]
Notary Public Charlene B. Seymour


Sworn to and subscribed before me this
19th day of June, 2025.

By: [Signature] (Seal)
Secretary

Print: STEPHEN GIAMITELLO

Witness Jenni Allen
Notary Public Charlene B. Seymour




Lease Terms Exhibit - Addendum to Lease at Glenleigh

[This Addendum is required with all leases of Lots at the Glenleigh Community and must be completed and provided to the Association prior to any occupancy of a Lot by the Tenant hereunder]

This Addendum is made and entered into on the date of execution hereof by the last party signing below, by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 20____, for the lease of Landlord's Lot ("Lot") at the Glenleigh Community, by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree Glenleigh Homeowners Association, Inc. ("Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum, and the Declaration of Covenants, Conditions, and Restrictions for Glenleigh Homeowners Association ("Declaration"), the Association's By-Laws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.
2. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of his or her family, guests, invitees and pets to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any Occupant or person living with Tenant, of any provision of this Addendum, the Declaration, By-Laws or Association rules and regulations shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, By-Laws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, By-Laws, Association rules and regulations or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, By-Laws or Association rules/regulations for which a fine is imposed, or damages the Community, such fine and/or repair costs may be assessed against Tenant and/or Landlord, as provided in the Declaration.
3. **PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments, and other Association charges, which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall be liable to the Association for all such sums, plus late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent as if Tenant were the owner of the Lot during the term of this Lease and any other period of occupancy by Tenant.
4. **MAINTENANCE AND INDEMNIFICATION.** Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Property or Lot which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.
5. **USE OF COMMON PROPERTY.** Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Property use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.
6. **SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security, safety or health in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security. The Association has no duty to provide security in the Community or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that Owners, Occupants, and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. Similarly, the Association does not guarantee that Owners, Occupants, and others will not be exposed to any health risk or communicable disease in the Community, whether known or unknown by the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner to protect his or her person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

Name: _____
(Please Print)

Name(s): _____
(Please Print)

Date: _____

Date: _____

Address of Property Leased in the Glenleigh Community: _____