

**052404 PG0229**

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2013 JUL 30 PM 12:44

Upon recording return to:  
Heather L. Stevenson, Esq  
5755 North Point Pkwy  
STE 50  
Alpharetta, GA 30022

RICHARD ALEXANDER, CLERK

Cross Reference: Deed Book 41295, Page 1  
Gwinnett County, Georgia Records

**307948**

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
FOR PARK POINTE SUBDIVISION**

**WHEREAS**, Park Pointe Partners, LLC. as Declarant executed that certain Declaration of Restrictive Covenants for Park Pointe Subdivision, which was recorded on January 11, 2005 in Deed book 41295, Page 1, et. seq , Gwinnett County, Georgia records, ("Declaration") and amended by the Amendment of Declaration of Restrictive Covenants for Park Pointe Subdivision, which was recorded on May 1, 2006 in Deed book 46443, Page 31, et. seq.: and

**WHEREAS**, pursuant to Article XIII, Section 4, of the Declaration the Association may amend the Declaration pursuant to a sixty-seven percent (67%) affirmative vote of the Members, and

**WHEREAS**, notice of the proposed amendment was properly given and a vote was held via mail-in ballots regarding the amendment to the declaration as set forth herein and a sixty-seven percent (67%) majority was achieved; and

**NOW THEREFORE**, the Association hereby adopts this Second Amendment to the Declaration, hereby declaring that all property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article VI Section 5 in its entirety and replacing with the following: In order to preserve the character of Park Pointe Subdivision as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Lots shall be governed by the restrictions imposed by this Article VI Section 5.

- (a) "Leasing" for the purpose of the Association, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child, or parent of an Owner and shall not include the occupancy by the roommate of an Owner who occupies the Lot as such Owner's primary residence.

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If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Unit for purposes of this Article VI, Section 5. Such person's designation as an Owner of such Lot pursuant to this Article VI, Section 5 shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Lot.

- (b) Park Pointe shall allow a maximum of ten percent (10%) of the total Lots to be leased.
- (c) Owners desiring to lease their Lots may do so only if owner occupied for a minimum of two (2) years and only if they applied for and received from the Board of Directors a "leasing permit". Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Article VI, Section 5. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article VI, Section 5. All leasing permits shall be valid only as to a specific Owner and Lot and shall not be 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). A one thousand dollar (\$1,000.00) refundable deposit payable to the Association is required.
- (d) Only sales to owner occupants shall be permitted. If there are current owners who are not owner occupants as of May 15<sup>th</sup> 2013, they shall be grandfathered in and this is not transferrable to future owners.
- (e) The Board of Director shall have the authority to issue or deny requests. If the failure to lease will result in a hardship and the maximum amount of leasing permits have been allocated, the owner may seek to lease his or Lot on a hardship basis by applying to the Board of Directors for a hardship-leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits in its own and sole discretion. The Board of Directors shall consider the following factors in making its determination: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to Park Pointe Subdivision 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, (6) whether there are job or family requirements. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits.

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- (f) At least seven (7) days prior to entering into the Lease of the Lot the Owner shall provide the Board of Directors with a copy of the proposed lease, the name, address, and home and business telephone numbers of the proposed leasee and the names of all other people occupying the Lot, the Owner's address other than the Lot, and such other information as the Board reasonably requires.
- (g) Lots may only be leased in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved by the Board of Directors.
- (h) When a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of the delinquency.
- (i) If the Leasee commits any violation of the Declaration of Restrictive Covenants for Park Pointe Subdivision as amended, or with any Rule or Regulation formulated by the Board of Directors Owner hereby designates the Association by and through the Board of Directors as designee to terminate the lease and to evict the leasee on behalf of the Owner. In the event the Association proceeds to evict the tenant, any cost, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and Owner thereof, such being deemed hereby an expense which benefits the leased Lot and Owner thereof.

2.

The Declaration is hereby further amended by deleting "In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least sixty-seven (67%) of the total Association vote..." of Article XIII, Section 4 of the Declaration and replacing it with "In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least fifty-one percent (51%) of the total Association vote..."

3.

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

4.

This Second Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia.

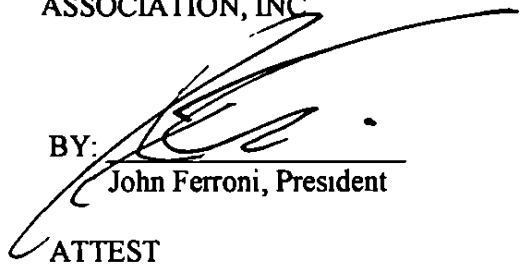
5.

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

**052404 PG0232**

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Covenants to be executed and attested by its duly authorized officers on June<sup>24</sup>, 2013.


PARK POINTE COMMUNITY  
ASSOCIATION, INC

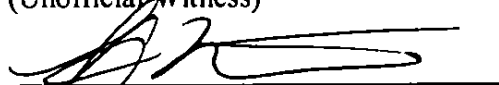
BY:   
John Ferroni, President

ATTEST

BY:   
David Rinker, Secretary

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
(Unofficial Witness)

 (SEAL)  
(Notary Public)

My Commission Expires: 11/20/2015

