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CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2016 DEC -1 PM 3: 12

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Return to:
Bross, McAllister & Williams, L.L.C.
2180 Satellite Blvd., Suite 400
Duluth, GA 30097

Cross-referenced to:
Deed Book 13879, Page 0076
Gwinnett County, Georgia Records

309628

**THE THIRD AND FORTH AMENDMENTS TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON WALK
SUBDIVISION**

These AMENDMENTS to the Declaration of Covenants, Restrictions, and Easements for the Wellington Walk Subdivision is made by the WELLINGTON WALK HOMEOWNERS ASSOCIATION (“WWHOA”), a Georgia Corporation.

WHEREAS, Declarant recorded that certain Declarations of Covenants, Restrictions and Easements for Wellington Walk Subdivision in Book 13879, Page 0076 et seq., with the Clerk of Superior Court, Gwinnett County, Georgia, on March 6, 1997 (“Declaration”); and

WHEREAS, pursuant to the terms of Section 9.03 of the Declaration and the O.C.G.A. § 44-3-226, the **WWHOA** may amend the Declaration by an instrument in writing and filed and recorded in the Land Records of the Superior Court of Gwinnett County, Georgia provided, however, that in the event that such amendment materially alters or changes any Owner’s right to use or enjoyment of such Owner’s Lot or of the Common Property, such amendment shall be valid only upon the written consent thereto by two-thirds (2/3) of the then existing Members affected thereby;

NOW, THEREFORE, pursuant to the powers retained by WWHO A under the Declaration, is hereby amended as follows:

The Declaration is hereby amended by adding following:

1.

Section 3.10. GEORGIA PROPERTY OWNERS ASSOCIATION ACT. The Wellington Walk Subdivision, through the WELLINGTON WALK HOMEOWNERS ASSOCIATION, a Georgia corporation, hereby submits to the Georgia Property Owners’ Association Act, O.C.G.A Section 44-3-220, et seq., as may be amended.

2.

Section 6.32. LEASING. In order to protect the equity of the individual Owners in Wellington Walk Subdivision, and to carry out the purpose for which the Subdivision was formed by preserving the character of the Community as a homogenous residential community of

predominantly Owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Lots will be limited to five (5) percent of total number of Lots within the Subdivision, or a total of nine (9) Lots.

(a) **Definitions.**

(i) “**Effective Date**” means the date this Amendment is recorded in the Gwinnett County Land records.

(ii) “**Grandfathered Owner**” means an Owner of a Lot who is lawfully leasing his or her Lot on the Effective date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date, and shall continue only until the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person other than the Owner’s spouse. At that time, the Lot will automatically lose grandfathering. To qualify to be a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date.

(iii) “**Grandfathered Lot**” means the Lot owned by a Grandfathered Owner on the Effective date.

(iv) “**Leasing**” means the regular, exclusive occupancy of a Lot by any person(s) other than the Owner or parent, child, spouse, or relative of an Owner.

(b) **Leasing Restriction.** No Owner may lease his or her Lot unless: (1) The Owner is a Grandfathered Owner; (2) the total number of Lots leased, including Grandfathered Lots, in the Subdivision does not exceed five percent (5%) of the total number of Lots in the Subdivision, or a total of nine (9) Lots; or (3) the Board grants the Owner a hardship leasing permit.

(c) **Hardship Leasing Permits.** If an Owner believes that the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board for a hardship leasing permit.

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 Wellington Walk 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, and (5) whether previous hardship leasing permits have been issued to the Owner.

A “hardship” hereunder shall include, but not be limited to, the following situations:

- (i) an Owner dies, and the Lot is being administered by his or her estate;
- (ii) an Owner takes a leave of absence or temporarily relocates out of the Metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year; or

(iii) an Owner must relocate his or her residence 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.

Hardship leasing permits shall be valid only as to a specific Owner and Lot and will not be transferable between either Lots or Owners, or subsequent Owners.

Hardship leasing permits are automatically revoked or automatically expire upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for 120 consecutive days at any time after the issuance of the permit; or (3) one year from the date the permit is issued, unless the Board establishes a shorter or longer term. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

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

(i) **Notice.** At least seven days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner within forty-eight (48) hours of receipt of the said lease on the grounds of disapproval.

(ii) **General.** Lots may be leased only in their entirety, and no rooms, basements or fractions of Lots 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. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. Within Fifteen (15) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the tenant and all other Occupants of the Lot. The Owner must provide the tenant copies of the Declaration, By-Laws, and Association rules. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease or based on the Lease Restriction contained in paragraph (b) of this section.

(iii) **Liability for Assessments and Compliance.** 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 in to the lease by existence of this covenants, and the tenant, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language in to the lease:

Compliance with Declaration, Bylaws, and Rules and Regulations. If a Lot is leased or occupied in violation of this Section, then the Board is authorized, in addition to all other available remedies: levy reasonable monthly fines in an amount determined by a majority vote of the Board; to terminate that lease and occupancy; and 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 Association Bylaws.

The tenant shall comply with all provisions of the Declaration, Bylaws, and Association rules and will control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner will cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and Association rules, and will 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.

(e) **Application of this Section.** Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association.

IN WITNESS WHEREOF, the undersigned officers of the Wellington Walk Home Owners Association, Inc. hereby certify that this Amendment to the Declaration was duly adopted by the requisite written consent of two-thirds (2/3), or sixty-seven (67) percent, of the Association membership, with any required notice duly given.

This 28th day of November, 2016

**WELLINGTON WALK
HOMEOWNERS ASSOCIATION,
INC.**

Sworn to and subscribed to before me this
28th day of November, 2016.

Russell E. White
Witness

By: Richard Howard (Seal)
President

[Signature]
Notary Public

Attest: Sue Winter (Seal)
Secretary

