

BK 11956 PG 73 - 82

After recording, please return to:
Skip Breeden
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 4306
Page: 429

Deed Book: 8797
Page: 266

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR GREYSTONE MANOR

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREYSTONE MANOR
("Amendment") is made this 21 day of August, 2026 by **GREYSTONE MANOR
COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter called the
"Association").

WITNESSETH:

WHEREAS, R. H. Homes Development, LLC, a Georgia limited liability company, as
"Declarant", executed that certain Declaration of Protective Covenants, Conditions, Restrictions
and Easements for Greystone Manor, which was recorded on June 7, 2006 in Deed Book 4306,
Page 429, *et seq.*, Forsyth County, Georgia records; as amended by that certain Amendment to the
Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greystone Manor,
which was recorded on February 12, 2019 in Deed Book 8797, Page 266, *et seq.*, in the aforesaid
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, Article 11, Section 11.6 of the of the Declaration provides, in pertinent part,
that the Declaration may be amended upon the affirmative vote, written consent or any combination
thereof, of Owners of at least two-thirds (2/3) of the Lots and the consent of the Declarant; and

WHEREAS, Owners of at least two-thirds (2/3) of the Lots agreed to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that: (a) Owners of at least two-thirds (2/3) of the Lots agreed to amend the Declaration as provided herein; (b) the consent of Owners of at least two-thirds of the Lots was lawfully obtained; and (c) any notices required by the Declaration, Bylaws and Georgia law were given; and

WHEREAS, Declarant no longer owns any property for development and/or sale in the Community nor does it have the right to unilaterally annex additional property to the Community; and

NOW THEREFORE, the undersigned hereby adopt this Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greystone Manor, hereby declaring that all of the property now or hereafter subject to the Declaration and Bylaws shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration and Bylaws, amended as follows:

1.

The Declaration is hereby amended by deleting Article 7, Section 7.5, entitled "Leasing," in its entirety and replacing it with a new Article 7, Section 7.5 to read as follows:

7.5 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 Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the Community 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.

No Owner may lease his or her Lot unless: (1) the Lot is a Grandfathered Lot, as defined herein; (2) the owner has received a leasing permit, in writing, from the Board of Directors; or (3) the Owner has received a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below.

Any Lot which is not a Grandfathered Lot may be leased only if the Owner has applied for and received from the Board of Directors a leasing permit or a hardship leasing permit. A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth

in this Section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Lot and shall not be transferrable between Lots or subsequent Owners. 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.

(a) Definitions.

(i) Effective Date means the date this Amendment is recorded in the Douglas County, Georgia land records.

(ii) Grandfathered Lot means any Lot being leased as of the Effective Date. Grandfathered Lots may continue to be leased until the lease agreement in effect as of the effective date terminates in accordance with the terms contained therein or until the Owner, occupant or tenant breach the terms of the Declaration. All Owners of Grandfathered Lots shall file a copy of the lease agreement in effect with the Board within thirty (30) days of the Effective Date in order to be considered a Grandfathered Lot. Upon the termination of that lease agreement in accordance with its terms, or upon notice of a breach of the terms of this Declaration, the status of a "Grandfathered Lot" shall cease and the Owner of such Lot may not lease the Lot without first obtaining a leasing permit or hardship leasing permit, as applicable.

(iii) Leasing means the 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, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (A) occupancy of the Lot by a parent, child or spouse of an Owner; (B) occupancy of the Lot by a roommate of an Owner-Occupant; (C) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian, or (D) occupancy of the Lot by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(b) Leasing Permits. Any Owner desiring to lease a Lot who has occupied the Lot as his or her residence for a period of at least one (1) year and does not have a leasing permit for any other Lot in the Community shall submit a written application to the Board requesting a leasing permit. The Board of Directors shall approve an Owner's application for a leasing permit and shall issue the same if fewer than six (6) Lots in the Community are leased. If six (6) or more of the Lots in the Community are leased, including Grandfathered Lots, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below six (6) Lots. Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit.

When the number of leased Lots falls below six (6), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (i) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (ii) the failure of an Owner to lease his or her Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; (iii) the breach of the terms of this Declaration or any rules and regulations promulgated by the Board by the Owner, occupant or tenant; or (iv) the occupancy of the Lot by the Owner.

(c) Hardship Leasing Permits. If an Owner believes he or she must lease his or her Lot to avoid an undue hardship, the Owner shall submit a written request to the Board for a hardship leasing permit setting forth the circumstances necessitating the issuance of a hardship leasing permit. The following situations are examples of what the Board may, but shall not be obligated to, consider a hardship hereunder: (i) an Owner dies and the Lot is being administered by his or her estate; (ii) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the fair market value, after making reasonable efforts to do so; or (iii) 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 year.

The Board may issue or deny requests for hardship leasing permits in its sole discretion after considering the following factors, which include, but are not limited to: (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, which will result to the Community if the hardship leasing permit is approved; (iii) the number of hardship leasing permits which have been issued to other Owners; (iv) the Owner's role in causing the hardship or ability to cure the hardship; (v) whether previous hardship leasing permits have been issued to the Owner; (vi) whether the Owner is in good standing with the Association and current in the payment of assessments; and (vii) whether the Owner's Lot is compliance with the covenants and restrictions set forth in Declaration and any rules and regulations of the Association.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein. Hardship leasing permits are automatically revoked upon: (i) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (ii) the failure of an Owner to lease his or her Lot within ninety (90) consecutive days at any time after

the issuance of such hardship permit; (iii) the breach of the terms of this Declaration or any rules and regulations promulgated by the Board by the Owner, occupant or tenant; or (iv) the occupancy of the Lot by the Owner.

(d) Transient Rentals. Notwithstanding anything herein to the contrary, under no circumstances shall a Lot be leased, rented or used for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, or such other similar rental services.

(e) Leasing Provisions. Leasing authorized under this Section shall be governed by the following provisions:

(i) Notice. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least ten (10) days before entering into a lease, the Owner shall provide the Board with: (A) a copy of the proposed lease agreement; (B) the name of the lessee and all other people occupying the Lot; (C) the phone number of the lessee; (D) the Owner's address and telephone number other than at the Lot; and (E) other such information as the Board may reasonably require. If the form of a lease is disapproved, the Board shall notify the Owner of the changes required to bring the lease into compliance with this Declaration. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within ten (10) days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, By-Laws, and the rules and regulations of the Association and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, By-Laws, and the Association's rules and regulations.

(iii) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Section, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) or occupant(s) and to impose fines in accordance with the Declaration and By-Laws.

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:

(A) Compliance with Declaration, By-Laws and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, 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. The 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 provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the 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 in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, Bylaws or rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossession proceedings against the lessee and/or the occupant(s). In the event the Association proceeds to evict the lessee and/or the occupant(s) of a Lot, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Lot and any hardship leasing permit granted herein shall automatically be revoked.

(B) Liability for Assessments. If a Lot Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge owed to the Association 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 general, 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.

(C) Right to 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.

(D) Tenant Screening. Any Owner who is seeking to lease his or her unit must engage a Tenant Screening Service prior to entering into a lease agreement and must provide the Association with a receipt or other written documentation evidencing that the owner has performed the Tenant Screening required hereunder; provided, however, this subparagraph shall not apply where the tenant is a parent, child or sibling of the owner. An owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board. The Tenant Screening Service must, at a minimum, take the following steps: (1) obtain a consumer credit report on the prospective tenant(s); (2) verify the prospective tenant's employment for the last two years; (3) check the prospective tenant's rental history in its database and with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the Service's investigation; (4) check the public records for bankruptcy and unlawful detainer actions involving the prospective tenant; (5) conduct criminal background check; and (6) report such information as is disclosed by its investigation to the unit owner.

If any of (1) through (5) above is not a part of the screening report, the owner will separately verify this information and include it with the screening report 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 prospective tenant's name.

The Board will not evaluate the information or make any determination or recommendation regarding the suitability of any prospective tenant; the sole purpose of this requirement is to ensure that owners who lease units perform at least the most basic due diligence in selecting a tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the unit owner. The unit owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Association, the prospective tenant or any other person not permitted access to such information provided by the Service.

(f) Exemptions. 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.

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

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Douglas, Georgia and shall be enforceable against the current Owner of any Lot subject to the Declaration.

4.

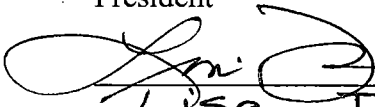
Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

ASSOCIATION: **GREYSTONE MANOR COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 
Print Name: Imtiaz Sattaur
President

Attest: 
Print Name: Lisa Torres
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

[AFFIX NOTARY SEAL]

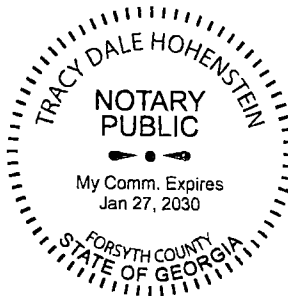


EXHIBIT "A"
Sworn Statement of the Secretary of
Greystone Manor Association, Inc.

STATE OF GEORGIA

COUNTY OF ~~DOUGLAS~~ ^② *Forsyth*

Re: Greystone Manor Association, Inc.

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

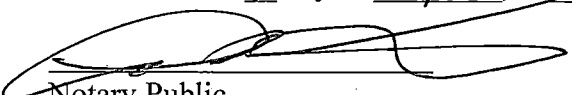
1. Deponent is the Secretary of Greystone Manor Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greystone Manor was approved by Owners of at least two-thirds (2/3) of the Lots, as provided by law and Article 11, Section 11.6 of the Declaration, which approval was lawfully obtained.
4. Any notice required by the Declaration, Bylaws, Articles of Incorporation or Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the 8th day of September, 2026.

By:
Name:


Lisa Torres

Sworn to and subscribed
Before me this 8 day of Sept, 2026.


Notary Public

My Commission Expires: 01-27-2030

[AFFIX NOTARY SEAL]

