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Rebecca Keaton  
Clerk of Superior Court Cobb Cty. Ga.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Gaddis & Lanier, LLC  
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Atlanta, Georgia 30326  
Attn: Kimberly Gaddis



STATE OF GEORGIA  
COUNTY OF COBB

CROSS REFERENCE: Deed Book 13582  
Page 3771

**AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HEDGEROW AND  
SUBMISSION TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT ("POAA")**

WHEREAS, Cotton States Properties, Ltd., a Georgia corporation, recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Hedgerow, Lot I on September 21, 1981, recorded in Deed Book 2391, Page 445; Lot IIA on May 21, 1982, in Deed Book 2522, Page 409; Lot IIB on October 14, 1982, Deed Book 2606, Page 93; Lot III-A on June 27, 1983, in Deed Book 2792, Page 33; Lot III-B on September 20, 1983 in Deed Book 2886, Page 391; Lot IV on September 1, 1989 in Deed Book 3396, Page 439; Lot V on February 11, 1985 in Deed Book 3400, Page 211; and Lot VI on December 16, 1983 in Deed Book 2969, Page 147 all in the Cobb County, Georgia, land records (collectively hereinafter referred to as the "Original Declarations"); and

WHEREAS, certain homeowners within the Hedgerow community have consented to and submitted their Lots to a new set of covenants and use restrictions entitled Hedgerow Homeowners Association, Inc. Board of Directors Resolution Approving the Recommendation of the Restatement and Amendment of Those Declarations of Covenants, Conditions, Easements and Restrictions for Hedgerow, which as recorded on August 28, 2002, in Deed Book 13582, Page 3771, Cobb County, Georgia, land records ("Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration provides that the Declaration may be amended upon the approval of at least two-thirds (2/3) of the Owners; and

WHEREAS, the Association's Owners desire to amend the Declaration and have voted in favor of and have approved this amendment to the Declaration after proper notice; and

WHEREAS, this amendment does not materially or adversely affect the security title and interest to any mortgagee, and

NOW, THEREFORE, the Declaration is amended as follows:

1.

**Article I is hereby amended by adding the following new definition in the new Section 12 as follows:**

“Act” shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as such act may be amended from time to time.

2.

**Article I, Section 11 is hereby amended by adding the following to the end thereto:**

Such real property shall be owned in fee simple and subject to the provisions of this Declaration and the Georgia Property Owners' Association Act, O.C.G.A., Section 44-3-220, et seq.

3.

**Article II is hereby amended by changing the title thereof to “Submission to Act and Easements” and adding the following new Section 4 thereto:**

4. Act Submission. The Properties subjected to this Declaration constitute a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as such act may be amended from time to time.

4.

**Article VI and all subsections included therein of the Declaration are hereby deleted in their entirety and the following new Article VI shall be substituted therefore to incorporate the provisions of the Georgia Property Owners Association Act.**

**ARTICLE VI  
ASSESSMENTS**

1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, as may be authorized by the Board.

2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount

permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Cobb County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid on the first of January. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

An Owner of a Lot that is not subjected to the scheme of this Declaration shall become subject to assessment on the first day of the month following its being subjected to the scheme of this Declaration. The annual assessment for a newly submitted Lot shall be prorated according to the number of months remaining in the calendar year. Unless otherwise provided by the Association's Board of Directors, each such prorated assessment shall be paid by the Owner to the Association in equal quarterly installments during the remaining portion of the calendar year.

3. Individual Assessments. Except as provided below, or elsewhere in the Act or the Declaration or the Bylaws, the amount of all common expenses shall be assessed against all Lots equally.

(a) Notwithstanding the above, the Board of Directors shall have the power to assess specific special assessments pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s) may be specially assessed against such Lot(s), including attorney's fees incurred by the Association, in enforcing the Declaration, Bylaws or Association rules and regulations.

For purposes of this Section, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

4. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessments or any other charge, or any part thereof, is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments.

(b) If assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all assessments, including any special assessment, fines and/or other charges that have accumulated, without any further notice being given to the delinquent Owner.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Area (provided, however, the Board may not deny ingress or egress to or from the Lot).

5. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The maximum annual assessment may be increased by the Board at any time and from time to time during each assessment year, but no more than twenty (20%) percent above the maximum annual assessment for the previous year; provided, however, the maximum annual assessment for each assessment year may at any time and from time to time be increased more than twenty (20%) percent above the maximum annual assessment for the previous assessment year if such increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members

duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The assessment will be due on the 1<sup>st</sup> of January. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessments.

6. Special Assessments. In addition to other assessments authorized herein, the Board may at any time levy a special assessment against all Owners, provided that such special assessment in excess of \$300.00 per Lot per fiscal year shall have first been approved by a two-thirds (2/3) vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

7. Capital Budget

(a) Capital Budget. The Board may prepare an annual or multi-year capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 5 above.

8. Statement of Account. Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five

(5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

5.

**Article IX, Section 1 and Section 4 are hereby deleted in their entirety and replaced thereto with the new Section 1 and Section 4 below and a new Section 5 is hereby added as well.**

#### **Article IX**

Section 1. Amendments. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof, provided however, such amendment by the Owners shall not be effective unless also consented to by the Declarant, if Declarant is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any deed to secure debt encumbering any Lot or Common Area affected thereby unless such holder shall consent in writing thereto. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Cobb County, Georgia, land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Cobb County, Georgia land records, then such amendment or document shall be resumed to be validly adopted.

Section 4. Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act.

Section 5. Ratification of All Prior Amendments. All amendments to the governing legal documents validly approved by the membership and recorded in the land records prior to this amendment are hereby ratified and approved by the membership subsequent to the adoption of the Act.

## 6.

The Declaration is hereby amended by adding a new Section 11 to Article III as follows:

**Section 11. Leasing/Renting and Occupancy.** In order to preserve the character of the Hedgerow community as a predominantly owner-occupied community, the Leasing of Lots is prohibited, except by the Association and as otherwise may be provided herein.

(a) Definitions.

(i) **"Leasing or Renting"** shall mean the regular, exclusive occupancy of a Lot by any person(s) other than:

- (A) the Owner or spouse of an Owner (collectively referred to as "Authorized Occupant");
- (B) an Authorized Corporate Occupant (defined below); or
- (C) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Lot as his or her primary Lot.

(ii) **"Authorized Corporate Occupant"** means an officer, director, shareholder or member 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 the Owner receives no rent or other consideration for any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. 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.

(iii) **"Grandfathered Owner"** means an Owner who is lawfully leasing his or her Lot on the date this Amendment is recorded in the Cobb County, Georgia, land records (the "Effective Date"). To qualify as 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. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse).

(iv) **"Grandfathered Lot"** means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

(b) Authorized Permitted Leasing/Renting.

Leasing/Renting of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Hardship Leasing Permit as provided below; or (3) any first Mortgagee who becomes the Owner of a Lot in satisfaction of its Mortgage.

Hardship 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 such permit was issued to the Owner's predecessor-in-title).

(1) Hardship Permits. If the inability to lease/rent will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit 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 community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of this Declaration, the By-Laws, or any Association rules and regulations.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area 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 current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease/rent the Lot once for a term not to exceed one year. Additionally, Hardship Permits are not transferrable to new tenants, and will automatically expire and be revoked prior to the expiration of 1-year upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (2) the occupancy by the Owner. Additionally, a Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for one only (1) additional Hardship Permit at the expiration or revocation of a previous one.

(c) General Leasing/Renting Provisions.

(i) Notice and Approval. 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: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of the proposed tenants and all other occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with this Declaration, By-Laws or any rules and regulations promulgated thereto. Nothing herein gives the Board 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. *Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.*

(ii) Lease/Rental Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing



of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval.

(iii) Liability for Assessments: Compliance. The Owner must provide the tenant copies of this Declaration, By-Laws or any rules and regulations promulgated thereto. The following provisions are incorporated into each lease or occupancy of any Lot, whether or not expressly stated therein:

(A) Compliance with the Hedgerow Legal Documents. All terms defined in the Declaration are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, Bylaws or any rules and regulations of the Hedgerow Homeowners Association, Inc. The Owner and tenant also are responsible for violations by any occupants and guests of the Lot; notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased/rented or occupied in violation of the Association Declaration, Bylaws or rules, or if the Owner, tenant, occupant or guest violates such documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or occupant authorized under the Declaration, Bylaws or any Association rules, including, but not limited to fining the Owner and/or eviction of the tenants and occupants as provided for herein below.

(B) Use of Association Property. The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges the Owner has to use any of the Association Property and any facilities located thereon.

(C) Liability for Assessments. The Owner and tenant acknowledge and understand that if Owner fails to pay an assessment or any other charge to the Association when due, the delinquent Owner consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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. Owner acknowledges, understands and accepts that all such payments made by the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the 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.

(D) Enforcement. If a Lot is leased/rented or occupied in violation of the Declaration, Bylaws or any Association rules, or if the Owner, occupant or guest violates the Declaration, Bylaws or any Association rules, such violation is deemed to be a default under the terms of this lease or occupancy. In addition to all other remedies permitted by the Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate this lease and/or occupancy and to evict all

Occupants, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the occupants for any such violation.

(E) Number of Occupants. No more than two Occupants per bedroom are permitted in any dwelling of a Lot as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

(F) Lease/Rental Administration Fee. In addition to annual assessments, special assessments, Capital Contribution Assessments and other charges provided for under this Declaration, an Owner who is issued a Leasing/Rental Permit or Hardship Permit shall be required to pay to the Association a Leasing Administration Fee of \$200.00 (or such other amount as may be determined by resolution of the Board of Directors from time to time) at the time a lease is executed or an occupancy relationship is created hereunder. The Lease/Rental Administration Fee shall constitute a specific assessment as described in this Declaration.

**IN WITNESS WHEREOF**, the undersigned officers of the Hedgerow Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association and its membership, with all required notices duly given.

This 6 day of November, 2017.

**HEDGEROW HOMEOWNERS ASSOCIATION, INC.**

By: [Signature] [SEAL]  
President

Attest: [Signature] [SEAL]  
Treasurer

[CORPORATE SEAL]

Sworn to and subscribed to before me  
this 6 day of Nov., 2017.

[Signature]  
Witness

[Signature]  
Notary Public

