

Please return the recorded instrument to:  
Stephen A. Winter, Esq.  
Winter Capriola Zenner, LLC  
3490 Piedmont Road, N.E.  
Suite 800  
Atlanta, Georgia 30305

Cross Reference: Deed Book 16574  
Page 335

**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARKSIDE WALK**

This Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Parkside Walk (hereinafter, the "Amendment") is made and entered into as of the 28<sup>th</sup> day of July, 2023 by Parkside Walk Community Association, Inc., a Georgia nonprofit corporation (hereinafter, the "Association").

**W I T N E S S E T H:**

**WHEREAS**, JMM Homes, L.L.C., a Georgia limited liability company (the "Declarant"), recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements Parkside Walk on September 10, 2004 in Deed Book 16574, Page 335, *et seq.*, DeKalb County, Georgia records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Parkside Walk recorded on June 30, 2023 in Deed Book 30979, Page 243, *et seq.*, aforesaid records, which subjected the property subject to the Declaration to the Georgia Property Owners' Association Act, (hereinafter, as now or hereafter amended, the "Declaration"); and

**WHEREAS**, Parkside Walk Community Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration; and

**WHEREAS**, Article 11, Section 11.6 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent of the Owners of at least two-thirds (2/3) of the Lots and the consent of the Declarant; and

**WHEREAS**, the Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community and a certificate of occupancy has been issued for a dwelling on each Lot in the Community so the consent of the Declarant is not required as the rights of the Declarant have been terminated in accordance with Article 11, Section 11.5 of the Declaration; and

**WHEREAS**, this Amendment has been approved by Owners of at least two-thirds (2/3) of the Lots, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

1. Article 7 of the Declaration is amended by deleting Section 7.5 thereof in its entirety and substituting the following Section 7.5 in its place:

**"7.5 Leasing.** In order to preserve the character of the Community as primarily owner-occupied homes, the leasing of Lots shall be governed by this Section. No leasing of Lots is permitted except as provided herein. Additionally, the Board of Directors shall have the power to make and enforce reasonable rules and regulations regarding leasing and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section.

(a) **Definition of Leasing.** "Leasing" shall mean the regular, exclusive occupancy of a home located on a Lot by any Person(s) other than an Owner or the parent or child of an Owner, with or without a written lease. The term "Leasing" shall expressly include, without limitation, (1) occupancy of a home on a Lot under a lease-purchase agreement; (2) occupancy of a home on a Lot by any individual or entity under a house-sitting arrangement for the purpose of maintaining such home pending the sale of such home on the Lot; and (3) any short-term or transient occupancy arrangement, including, without limitation, arrangements through Airbnb, VRBO, HomeAway.com, Craigslist or other similar service providers. A Lot may be considered to be leased hereunder even if no rent is paid to the Owner. For purposes of this Section, occupancy by one (1) roommate of an Owner shall not be deemed 'Leasing' hereunder, provided both the roommate and the Owner occupy the Lot as their primary residence, and that an Owner may not change roommates more frequently than once every twelve (12) months without the express written consent of the Board of Directors, which consent may be withheld in the Board's sole discretion. Any transaction or agreement which does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing.

(b) **General.** An Owner desiring to lease his Lot may do so only if he has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit upon its issuance, will allow an Owner to lease his 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 terms and conditions as to the duration and use of such permits consistent with this Section. The Board of Directors may revoke, without further notice, or refuse to issue a Leasing Permit or Hardship Leasing Permit issued to a Non-Grandfathered Owner if the Owner is shown on the Association's books and records to be more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association or if the Owner and/or occupant or any guest of the Owner or occupant violates the Declaration, Bylaws,

rules and regulations or any applicable laws or ordinances. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable or assignable between either Lots or Owners, or any successor-in-title.

(c) Leasing Permits.

(i) Grandfathered Owners. Any Owner who is lawfully leasing his or her Lot upon the date this Amendment is recorded in the DeKalb County, Georgia land records ("Effective Date") for an initial term of six (6) months or longer shall be a "Grandfathered Owner" and will be permitted to continue leasing such Lot as long as such Owner owns the Lot. Any such Grandfathered Owner will be issued a Leasing Permit which shall remain in effect until the conveyance for value of the Lot, at which time the grandfathered status shall end and the Lot and any successor Owner shall be subject to the terms and provisions of this Amendment. For purposes of this Section, "conveyance 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. Leasing Permits issued to Grandfathered Owners shall be counted against the Leasing Cap, as defined below, but shall not be subject to the Leasing Cap.

(ii) Non-Grandfathered Owners. A request for a Leasing Permit by an eligible Owner other than a Grandfathered Owner shall be approved if the issuance of such Leasing Permit would not cause the number of issued Leasing Permits to exceed fifteen percent (15%) of the total number of Lots in the Community ("Leasing Cap"). In order to be eligible for a Leasing Permit, an Owner must have occupied the Lot as the Owner's primary residence for a period of at least twelve (12) consecutive months. No Owner shall be issued more than one (1) Leasing Permit at any time, and if an Owner is an Entity Owner (as defined hereinbelow), the Board may refuse to issue a Leasing Permit to such Entity Owner if the Entity Owner is controlled by, controlling, or under common control with any Owner to whom a current, outstanding Leasing Permit has been issued.

Except for Leasing Permits issued to Grandfathered Owners, a Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, or (c) a corporation, partnership, company, or legal entity in which the Owner or such Owner's spouse are the sole principals); (ii) the failure of an Owner to lease his Lot within six (6) months of the date the Leasing Permit was issued; (iii) the failure of an Owner to have his Lot leased for any consecutive six (6) month period thereafter; (iv) the Owner moves back into the Lot; or (v) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

If current Leasing Permits have been issued for the maximum number of Lots permissible under the Leasing Cap, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of outstanding current Leasing Permits falls below the Leasing Cap. An Owner of a Lot who has been denied a Leasing Permit shall automatically be placed on the bottom of the waiting list for a Leasing Permit and shall be issued a Leasing Permit if the Owner so desires when the number of current outstanding Leasing Permits issued falls below the Leasing Cap. 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.

(d) Hardship Leasing Permits. If an Owner is unable to obtain a Leasing Permit due to the Leasing Cap, and the inability to lease will result in an undue financial hardship to the Owner, the Owner may seek to lease his 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 sole discretion after considering all factors including, but not limited to, the following: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Property 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. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. 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. Hardship Leasing Permits shall be automatically revoked if, during the term of the Hardship Leasing Permit, the Owner is approved for and receives a Leasing Permit.

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

(i) Notice. At least seven (7) days prior to entering into a lease of a Lot, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or deny the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form in compliance with this Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval; provided, however, that an Owner may lease a portion of his Lot if the Owner is also to occupy the Lot on a full-time basis. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable and the Board shall have the right, but not the obligation, to adopt a form addendum that may be required to be executed as part of any lease. There shall be no subleasing

of Lots or assignment of leases without prior Board approval. All leases shall be for an initial term of not less than one (1) year, except with the prior written approval of the Board of Directors. Within ten (10) days after executing a lease agreement for the lease of a Lot and within ten (10) days of any request by the Board during the term of the lease the Owner shall provide the Board with (i) an executed copy of the lease, (ii) the name(s) of the lessee and all other persons occupying the Lot, together with a phone number and email address for each such adult person who will be occupying the Lot, (iii) the Owner's phone number, email address, and the physical street address to be occupied by the Owner while the Lot is leased, and (iv) such other information as the Board may reasonably require. If any of the foregoing information changes during the term of the lease, the Owner shall update and notify the Board in writing of such changes within ten (10) days of the date of such change. The Owner must provide to the lessee, at Owner's sole expense, copies of this Declaration, Bylaws, and the rules and regulations (hereinafter the "Governing Documents"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Lease Terms Exhibit. The provisions of the Lease Terms Exhibit attached hereto as Exhibit "B" and incorporated herein by reference shall be deemed to be incorporated into each lease of any Lot executed, modified, renewed or extended after the Effective Date of this Amendment, 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. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of \$250.00, plus additional daily fines for continued violation of these provisions. Owner shall be jointly and severally liable with Owner's tenants for payment of all fines and other charges which become due as a consequence of such tenant's activities (or the activities of their guests and invitees), including, but not limited to, activities which violate provisions of the Governing Documents.

(f) Short-Term Rentals. The short-term rental of Lots and other arrangements for short term occupancy of Lots through AirBnb, VRBO, HomeAway.com, and other similar service providers is prohibited within the Association. The listing, marketing, or advertising of a Lot within the Association or any portion thereof, for short term leasing or occupancy on AirBnb, VRBO, HomeAway.com or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Lot Owner will reside in the Lot during the term of the lease or other occupancy arrangement. For purposes of this provision, "short-term" means for a period of less than one (1) year.

(g) Applicability. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association or the 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 mortgage. Such parties shall be permitted to lease a Lot without first obtaining a Leasing Permit or Hardship Leasing Permit in accordance with this Section.

(h) Occupancy of Lot Owned by Entity Owner or Minority Interest Co-Owner. If an Owner of a Lot is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an "Entity Owner"), or if an Owner of a Lot is comprised of more than one (1) person holding undivided percentage interests (hereinafter, a "Co-Owned Lot Owner"), the Entity Owner or Co-Owned Lot Owner shall designate in writing to the Board the name(s) of the person(s) who will occupy the Lot. Neither an Entity Owner nor a Co-Owned Lot Owner may change the designated person(s) to occupy the Lot more frequently than once every twelve (12) months, without the express written consent of the Board as determined in the Board's sole discretion. An Entity Owner or Co-Owned Lot Owner shall provide such documentation as is required by the Board to determine, in its sole discretion, that a Lot is not being leased in violation of the Declaration. Failure to provide the required documentation shall be sufficient grounds for the Board to prohibit occupancy of the Lot by the designated occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Lot by a person designated for occupancy by the Entity Owner or a Co-Owned Lot Owner as an owner occupant Lot if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in this Section. If an Entity Owner or Co-Owned Lot has been issued and maintains a valid Leasing Permit or Hardship Leasing Permit from the Association, such Entity Owner or Co-Owned Lot Owner shall comply with all requirements of this Section applicable to leasing of Lots.

(i) Advertising for Lease. No Owner or Occupant shall list, market or advertise his Lot, or any portion thereof, for lease or occupancy, for an initial term of less than one (1) year, without prior Board approval. Owners or occupants who list, market or advertise their Lot, or any portion thereof, for lease or occupancy, for an initial term of less than one (1) year without prior Board approval, shall be subject to a fine of up to \$50.00 per day per listing or advertisement, as may be determined in the sole discretion of the Board of Directors, for each day such listing, marketing, or advertising continues or exists.

(j) Leasing Administration Fee. It is recognized that leasing of Lots creates substantial administrative costs and other burdens on the Association, including, but not limited to, having to monitor new leases and/or lease renewals, and obtaining and updating contact information for new tenants in the Association's records. In addition to the other assessments and charges provided for in this Declaration, the Association shall have the authority to assess the Owner of a leased Lot an annual leasing administration fee (the "Leasing

Administration Fee") in an amount not greater than twenty-five percent (25%) of the then current Annual Assessment to cover administrative costs incurred by the Association in monitoring leasing and updating the Association's leasing records. The exact amount of the Leasing Administration Fee may be reviewed and changed by the Board from time to time. The Leasing Administration Fee shall constitute a specific assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments. The Leasing Administration Fee may be reviewed and increased, from time to time, in the Board's sole discretion."

2. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

3. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity of any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable.

4. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration or Bylaws of the Association, the terms of this Amendment shall control. Except as amended hereby, the Declaration and the Bylaws respectively, as previously amended, shall remain in full force and effect. This Amendment shall be effective upon recording in the Public Records of DeKalb County, Georgia.

IN WITNESS WHEREOF, the Association, by and through its authorized officers, has executed this Amendment on the date and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

PARKSIDE  
WALK COMMUNITY ASSOCIATION, INC., a  
Georgia nonprofit corporation

Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 1-25-2027

[Notary Seal]



By: [Signature]

Print Name: Anthony Anastas  
President

Attest: [Signature]

Print Name: Mia Campbell  
Secretary

## EXHIBIT "A"

Certification of Approval

The undersigned officers of Parkside Walk Community Association, Inc. hereby swear under oath that the above Amendment was lawfully approved by Owners of at least two-thirds (2/3) of the Lots and that any notices required under the Declaration, Bylaws, and the Georgia Property Owners' Association Act were properly given.

Sworn to and subscribed before me  
this 28 day of July, 2023.

Krystle Young  
Notary Public

My Commission Expires: 1-25-2027

[NOTARY SEAL]

By: Anthony Anastasi

Print Name: Anthony Anastasi  
President

Attest: Nia Campbell

Print Name: Nia Campbell

Secretary

[CORPORATE SEAL]



Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia

**Exhibit "B"**  
**Lease Terms Exhibit**  
**Addendum to Lease Agreement**  
**[This Addendum is required with all leases of Lots at Parkside Walk]**

This Addendum to Lease Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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") in Parkside Walk subdivision, by adding the following provisions thereto:

**1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree Parkside Walk Community Association, Inc. (the "Association") is a third-party beneficiary of the promises made in this Addendum, 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 with the Declaration of Covenants, Conditions, Restrictions and Easements for Parkside Walk ("Declaration"), the Bylaws of Parkside Walk Community Association, Inc. ("Bylaws"), and the Association's rules and regulations, as all 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 and guests to assure compliance with the Association's legal documents and shall indemnify and hold the Association harmless for any such person's failure to comply. Landlord shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are also fully liable and may be sanctioned for such violations. 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, Bylaws or Association rules and regulations shall constitute a default under the Lease Agreement, and that the Association is hereby granted the authority and power to declare the Lease Agreement 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, Bylaws or Georgia law for violations of the Declaration, Bylaws, Association rules and regulations on this Lease Agreement. 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, Bylaws or Association rules and regulations for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.

**3. PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments which come due or are due during the term of the Lease Agreement 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 Agreement. 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 pay the Association (in addition to the payments required hereunder), all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the Owner of the Lot during the term of this Lease Agreement and any other period of occupancy by Tenant. This provision does not release the Landlord from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

**4. MAINTENANCE.** Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord. Landlord shall maintain at all times during the term of the Lease a contract with a professional lawn service/landscaping company to visit the Lot at least one time each calendar month for the purpose of mowing the grass and providing other customary lawn services and landscaping services (including, without limitation, chemical applications). Upon request by the Association, Landlord shall provide the Association with proof that such a contract is in place.

**5. USE OF COMMON PROPERTY.** Landlord transfers and assigns to Tenant for the term of this Lease Agreement 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. SUBLEASING AND ASSIGNMENT.** Tenant and Landlord acknowledge and agree that there shall be no subleasing of the Lot nor shall the Lease be assigned without prior written Board approval.

**7. SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety on or at the Property. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Property. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

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

TENANT: \_\_\_\_\_  
(Signature)

LANDLORD: \_\_\_\_\_  
(Signature)

TENANT: \_\_\_\_\_  
(Signature)

LANDLORD: \_\_\_\_\_  
(Signature)

NAME(S): \_\_\_\_\_  
(Please Print)

NAME(S): \_\_\_\_\_  
(Please Print)