

Tiana P Garner, Clerk of Superior Court  
Gwinnett County, GA

ERECORDED

Return to: Lazega & Johanson, LLC  
PO Box 250800  
Atlanta, Georgia 30325 Attn: CMJ

[Space Above Reserved for Recording Data]

STATE OF GEORGIA  
COUNTY OF GWINNETT

Cross Reference: Deed Book 57013  
Page 147

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BERKLEY TOWNSHIP**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Easements for Berkley Township was recorded on November 6, 2019, in Deed Book 57013, Page 147, et seq., Gwinnett County, Georgia records ("Declaration"); and

**WHEREAS**, Article IX, Section 9.03 of the Declaration provides that the Declaration may be amended with the approval of Members of the Berkley Township Property Owners' Association, Inc. ("Association") holding at least two-thirds (2/3) of the Total Association Vote; and

**WHEREAS**, the Declarant surrendered its authority to appoint and replace directors pursuant to the Termination of Declarant Rights recorded on November 20, 2024 in Deed Book 61541, Page 382, et seq., Gwinnett County, Georgia land records, and the approval of the Declarant is no longer required to amend the Declaration; and

**WHEREAS**, this Amendment does not materially and adversely affect the security, title, or interest of any Mortgagee; provided, however, if a court of competent jurisdiction determines that any provision of this Amendment does so with respect to a particular Mortgagee whose consent is required under the Declaration, then such provision of this Amendment shall not apply to the Mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the relevant provision of the Declaration prior to this Amendment shall control with respect to the affected Mortgagee; and

**WHEREAS**, Members holding at least two-thirds (2/3) of the Total Association Vote desire to amend the Declaration and have approved this Amendment; and

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

1.

**Article I, Section 1.20 of the Declaration is hereby amended by adding the following sentence to the end thereof:**

The term "Lot" as defined in Section 1.21 herein and as used within the Bylaws of the Association shall mean the same as "Unit" defined herein. The terms "Unit" and "Lot" may be used interchangeably.

2.

**Article I of the Declaration is hereby amended by adding the new Section 1.21 to the end thereof:**

**1.21 Lot.** "Lot" shall mean the same as the term "Unit" as defined in Section 1.20 herein. The terms "Lot" and "Unit" may be used interchangeably.

3.

**Article VI, Section 6.08 of the Declaration is hereby amended by adding the following to the end thereof:**

The Association has no liability for any business activity on the Property. The Association also has no liability for any action or omission by it, its directors, officers, agents, managing agents, representatives and/or vendors, who may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its directors, officers, agents, representatives

and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Unit. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Units. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

All short-term rentals or licensing and/or any hotel-type use, stay or occupancy of any Unit, such as through websites and third-party vendors like Airbnb, VRBO, and HomeAway, constitute a business and business activity hereunder and are prohibited in their entirety. The advertisement of such short-term rentals or licensing and/or any hotel-type use, stay or occupancy of any Unit also is considered an unauthorized business activity hereunder.

#### 4.

**Article XI of the Declaration is hereby deleted in its entirety and the following new Article XI is substituted therefor:**

### ARTICLE XI LEASING

**11.1 Leasing.** In order to preserve the character of the Berkley Township community as a residential community of predominantly owner-occupied homes, leasing of Units shall be governed by the restrictions imposed by this Section. **Except as provided herein, leasing of Units is prohibited.**

**Owners may lease their Units only if:** (i) the Owner is a Grandfathered Owner (applicable only to the Grandfathered Unit); (ii) the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; (iii) the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below; or (iv) the Owner or lessee is the Association. Units may not be leased, rented, licensed, or used for short-term hotel-type use, stay or occupancy, except with written Board approval. The Board of Directors shall have the authority to establish conditions as to the issuance, duration and use of Leasing Permits and Hardship Leasing Permits consistent with this Section.

**The intent of this provision is to generally limit leasing to 84 Units, but to provide grandfathering to certain Owners who are lawfully leasing their Units on the Effective Date, and to provide the Board of Directors flexibility to allow temporary leasing of Units in certain undue hardship situations.**

**(i) Definitions.**

**(A) “Authorized Corporate Occupant”** means an Occupant of a Unit who is an officer, director, shareholder, member or employee 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 that no rent is paid or consideration is paid to any person or entity for such occupancy, or by or on behalf of such Occupant. 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 Unit.

**(B) “Authorized Family Member”** means a Unit Owner's spouse, former spouse, parent, child, brother, sister, grandparent or grandchild, which relationship shall be demonstrated to the Board of Directors on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board.

**(C) “Effective Date”** means the date that this Amendment is recorded in the Gwinnett County, Georgia land records.

**(D) “Grandfathered Owner”** means an Owner of a Unit who is lawfully leasing his or her Unit in accordance with the terms of the Declaration on the Effective Date. Grandfathered Owners must, within thirty (30) days of the Effective Date, provide the Board with a copy of the Owner's lease agreement(s) which is/are in effect on the Effective Date.

**(E) “Grandfathered Unit”** means the Unit owned and lawfully leased by a Grandfathered Owner on the Effective Date hereof, as defined in subsection (C) above.

(F) "Leasing" means the occupancy of a Unit by any person(s) other than:

1. The Unit Owner or an Authorized Family Member of the Unit Owner;
2. An Authorized Corporate Occupant. However, the Authorized Corporate Occupant may not be changed more frequently than once every twenty-four (24) months without the Board's written consent, and the name of each Authorized Corporate Occupant shall be designated in writing to the Board prior to any occupancy of the Unit by such person; or
3. A roommate of any person identified in subsection (A) or (B) above, which person identified above also occupies the Unit as his or her fulltime, principal and primary residence.

A Unit may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangement, lease with an option to purchase, agreement for deed, or bond for title shall be considered a lease hereunder.

(G) "Leasing Cap" means the maximum combined total number of outstanding Leasing Permits, Hardship Leasing Permits and Grandfathered Units that are permitted before additional Leasing Permits may be issued hereunder. The Leasing Cap is 84 Units.

(ii) **Grandfathered Unit Leasing.** Grandfathered Owners may lease their respective Grandfathered Units in accordance with this Section, without having to obtain a Leasing Permit or Hardship Leasing Permit. Notwithstanding that Grandfathered Owners do not require a Leasing Permit or Hardship Leasing Permit to lease their Grandfathered Units as provided herein, Grandfathered Owners and Grandfathered Units are subject to all other provisions, conditions and requirements applicable to leased Units hereunder, including but not limited to the Leasing Administration Fee under Subsection (vi) below, the Leasing Provisions under Subsection (vii) below, and the Tenant Emergency Contact Information under Subsection (viii) below.

**Grandfatering and Grandfatered status hereunder shall automatically expire and terminate** on the date the Grandfatered Owner, or any individual or entity acting on their behalf, conveys title to the Grandfatered Unit for value to any other person or entity (excluding an Authorized Family Member). For purposes of this Section, conveying title "for value" means any transfer of the Unit for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Unit for consideration in the amount of \$100.00 or more.

(iii) **Leasing Permits.** If an Owner is not a Grandfatered Owner and wishes to lease the Owner's Unit, then the Owner may apply in writing to the Board of Directors for permission to lease (a Leasing Permit). Owner requests for permission to lease by way of Leasing Permits must be in writing and provide such information as the Board may reasonably require.

The Board of Directors may approve an Owner's request for a Leasing Permit if, at the time of application for the permit: (i) the Owner, an Authorized Family Member, or Authorized Corporate Occupant of the Owner has owned and occupied the Unit as his or her principal and primary residence for at least **24 consecutive months** at any point of time prior to requesting a Leasing Permit; and (ii) the total combined number of current, outstanding Leasing Permits, Hardship Leasing Permits and Grandfatered Units is less than the Leasing Cap.

Notwithstanding the above or anything to the contrary herein, the Board may deny a Leasing Permit to any Owner if the Unit is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge or if the Owner or any Unit Occupant is otherwise in violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable law or ordinance.

If the total combined number of current Leasing Permits, Hardship Leasing Permits and Grandfatered Units equals or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the applicable Leasing Cap.

Any Owner who has been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit if the Owner so desires. 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.

All Leasing Permits are valid only as to a specific Owner and Unit and are not transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

(iv) **Hardship Leasing Permits.** If an Owner is not a Grandfathered Owner, is denied a Leasing Permit, and believes that leasing the Owner's Unit is necessary to eliminate or avoid a substantial undue hardship to the Owner, then the Owner may apply in writing to the Board of Directors for a Hardship Leasing Permit.

A written Hardship Leasing Permit will allow an Owner to temporarily lease his or her Unit, 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 conditions as to the issuance, duration, and use of such permits consistent with this Section. All Hardship Leasing Permits are valid only as to a specific Owner and Unit and are not transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

Notwithstanding the above or anything to the contrary herein, the Board may deny a Hardship Leasing Permit to any Owner if the Unit is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge or if the Owner or any Unit Occupant is otherwise in violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable law or ordinance.

To be considered for a Hardship Leasing Permit, the Owner must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree, and likely duration of the hardship; (B) the harm, if any, which will result to the community if the permit is approved; (C) the number of Hardship Leasing Permits which have been issued to other Owners; (D) the Owner's ability to cure the hardship; and (E) whether previous Hardship Leasing Permits have been issued to the Owner.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

(v) **Duration, Expiration and Revocation of Leasing Permits and Hardship Leasing Permits.** Except as otherwise approved in writing by the Board or provided herein, Hardship Leasing Permits are automatically revoked upon: (A) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Authorized Family Member); (B) failure of an Owner to execute and commence an authorized lease of the Unit within one hundred eighty (180) days of the issuance of the Hardship Leasing Permit; or (C) failure of an Owner to lease the Unit, at any period, for ninety (90) consecutive days during the applicable permit period.

**Except as otherwise approved in writing by the Board, Hardship Leasing Permits expire one (1) year after the date issued.** Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit if the circumstances warrant.

**Leasing Permits automatically expire on the date the Owner, or any individual or entity acting on their behalf, conveys title to the Unit for value to any other person or entity (excluding an Authorized Family Member).** If a Leasing Permit is revoked, the Owner may request another Leasing Permit, or if such Leasing Permit is not available because the Leasing Cap is satisfied, the Owner may request to be placed on the leasing waiting list.

In addition to the above, the Board of Directors, in its discretion, also may terminate any Leasing Permit or Hardship Leasing Permit hereunder, after thirty (30) days' written notice to the Owner, if during the applicable permit period:

(A) The Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder;

(B) Within any consecutive twenty-four (24) month period, there occur three (3) or more violations of the Declaration, Bylaws or Association rules and regulations by an Owner, Occupant, or any guest or vendor of an Owner or Occupant of a Unit, regardless of whether such violations are cured;

(C) The Owner or any Occupant of the Unit violates the Declaration, Bylaws or Association rules or regulations, and fails to fully cure that violation within the 30-day notice period or if the violation occurs again after the 30-day notice; or

(D) The Owner or any Occupant violates any applicable law or ordinance.

(vi) **Leasing Administration Fee.** In addition to all other assessments and other charges provided for herein, an Owner who leases a Unit hereunder shall be assessed and required to pay to the Association an annual leasing administration fee ("Leasing Administration Fee") to offset time, resources and costs expended by the Association in administering leasing regulations hereunder.

The Leasing Administration Fee is due annually and payable in a manner as further determined by the Board of Directors. The Leasing Administration Fee shall be two hundred and fifty dollars (\$250.00). The Leasing Administration Fee constitutes a specific assessment hereunder and is non-refundable. The Board of Directors, in its discretion, may engage a third-party vendor to manage, administer, and/or enforce all or any of the provisions this Section, including but not limited to monitoring for unauthorized leasing in the community, managing the collection of leases and related information from Owners and/or Occupants, and enforcing the leasing procedures and regulations hereunder. The Association may specifically assess costs related to such third-party vendors against respective Owners leasing their Unit hereunder.

If the Association outsources rental management to a third-party vendor to perform functions described above in this Subsection (vi), any specific assessment against an Owner related to such vendor fee shall be included in and paid from the Leasing Administration Fee if the Leasing Administration Fee is more than the vendor fee.

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

(A) **General Leasing Provisions.** Except when authorized in Section 11.1(f)(i)(F) as provided above, Units may be leased only in their entirety pursuant to a single lease. All leases must be for an initial term of not less than one (1) year. There shall be no subleasing of Units or portions of Units or assignment of leases, except with prior written Board approval.

Units (including rooms therein) may not be leased, rented or used for short-term hotel-type use, stay, occupancy or licensing, including but not limited to Airbnb, HomeAway or VRBO. In addition, no owner shall advertise, market, or offer to lease, rent, or accept any type of occupancy relationship for any such short-term, hotel-type use, stay, occupancy or licensing.

All leases shall be in writing and shall contain provisions complying with the requirements of this Section. All leases executed, modified, renewed, or extended after the Effective Date also must include a completed Lease Terms Exhibit attached hereto and incorporated herein by reference. The provisions of the Lease Terms Exhibit are incorporated into each lease of any Unit executed, modified, renewed or extended after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Unit even if no written lease or agreement exists between the Owner and the Occupant.

1. **Notice Prior to Leasing.** At least fourteen (14) days before entering into a lease of any Unit, the Owner shall provide the Board of Directors with: (a) written notice of the Owner's intention to lease his or her Unit; (b) verification that the Owner has obtained a Leasing Permit or Hardship Leasing Permit or is authorized to lease as a Grandfathered Owner; (c) a copy of the proposed lease, which must include the Lease Terms Exhibit provided for herein; (d) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed Occupants of the Unit; (e) the Owner's Unit address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Unit is leased; (f) confirmation of the Tenant Screening required hereunder; and (g) such other information required by the Board. The Owner must provide the

lessee copies of the Declaration, Bylaws and Association rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant.

**2. Notice After Lease Execution.** The Owner of a leased Unit shall provide the Board with a copy of the executed lease and Lease Terms Exhibit within seven (7) days after executing a lease for the Unit and within seven (7) days of the request by the Board during the lease term. If any of the information regarding the Occupant required above, or other information regarding occupancy of the Unit, changes during the term of any leasing of the Unit, the Owner and Occupant shall update and notify the Board in writing of such changes within thirty (30) days of the date of such change.

**3. Sanctions for Failure to Provide Notice.** If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Unit in violation of this Section, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued violation of these provisions, in addition to revoking Leasing Permits or Hardship Leasing Permits hereunder, and all other remedies provided in the Declaration, Bylaws or Georgia law.

**(B) Tenant Screening.** Any Owner who is seeking to lease his or her Unit must engage a professional third-party service ("Tenant Screening Service" or "Service") prior to entering into a lease agreement, to obtain the information required below for each adult Occupant who will occupy the Unit pursuant to the lease. Prior to such occupancy, the Owner must complete and provide the Association confirmation of the Tenant Screening. The Tenant Screening Service must, at a minimum, take the following steps:

1. Provide a consumer credit report on the prospective Occupant(s);
2. Provide a nationwide criminal background check on the prospective Occupant(s);
3. Provide a review of the Georgia Sexual Offender Registry; and
4. Report such information as is disclosed by its investigation to the Owner.

If the Tenant Screening report does not include a review of the Georgia Sexual Offender Registry, the Owner will separately verify this information and confirm such verification with the screening report provided 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 information identified above concerning the prospective tenant(s).

**The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Unit Owner.**

**(C) Compliance & Enforcement.** The Owner must provide the Occupant with copies of the Association's legal documents, which include the Declaration and Bylaws, and Association's rules and regulations. Each Owner and Occupant shall comply with the Declaration, Bylaws, Association rules and regulations, and all applicable laws and ordinances. Owners and Occupants also shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance and shall indemnify and hold the Association harmless for their and their Occupants' and guests' failure to comply. The Owner shall be responsible for all violations by such Occupants and guests as if the Owner committed such violation, notwithstanding the fact that such Occupants and guests also are fully liable and may be sanctioned for any such violation.

Any of the following shall constitute a default under the lease and authorizes the Association to declare the lease in default and to terminate the lease for any such violation and/or to compel the Owner to evict the Unit Occupant(s), in addition to all other rights and remedies afforded under the Declaration, Bylaws and/or Georgia law:

1. Any violation of any provision of the Declaration, Bylaws or Association rules or regulations which remains uncured after thirty (30) days' written notice thereof from the Association;
2. The occurrence of three (3) or more violations of the Declaration, Bylaws or Associations rules or regulations by an Owner, Occupant, or any guest or vendor of an Owner or Occupant of a Unit, regardless of whether such violations are cured; or
3. Any conduct by an Occupant or guest of an Occupant that creates a reasonable risk to life and/or safety on the Property.
4. The listing or advertising of the Unit for licensing, occupancy, or use on Airbnb, VRBO, HomeAway, or any similar platform or website facilitating short-term, temporary, hotel-type use, stay, licensing, or occupancy; or
5. The listing or advertising of the Unit for sublease or partial Unit lease.

The Association may bring an action against the Owner and/or Occupant(s) for damages and/or injunctive relief or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law for any such violations.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs associated with any enforcement action by the Association under this Section, including all reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, and court costs, shall be specially assessed against Owner's Unit and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Unit and Owner. If any Occupant, or any guest, invitee, licensee or family member of the Occupant violates the Declaration, Bylaws or rules and regulations, for which a fine is imposed, such fine may be assessed against the Occupant and/or Owner, as provided in the Declaration and Bylaws.

When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then, upon request by the Board, the lessee shall pay the Association all unpaid annual and special assessments and other charges owed and payable by the Owner 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'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'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.

**(viii) Owner, Occupant and Tenant Emergency Contact Information.** To facilitate the Association's performance of its obligations under this Section, upon acquiring and/or occupying a Unit, and thereafter upon request by the Board, every Owner, Occupant and tenant shall provide the Board of Directors with full contact information for the Owner, Occupant and tenant, including an alternate physical residence address if the Owner does not occupy the Unit, a phone number and an email address, and every Owner, Occupant and tenant consents to the Association and its agents and/or legal counsel communicating with such Owner, Occupant and tenant at such address, phone number (by call or text) and/or email address. Every Owner shall promptly update such contact information with the Board of Directors upon any change in such information. If any Owner fails to provide the information required by this subsection, the Association may assess the Owner for any common expenses or consequential damages resulting from the lack of such information.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers of Berkley Township Property Owners' Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by Members holding at least two-thirds (2/3) of the Total Association Vote, with any required notices properly given, that they are authorized to execute this document, and that their signatures below are genuine.

This 23rd day of April, 2025.

**ASSOCIATION:**

**BERKLEY TOWNSHIP PROPERTY OWNERS' ASSOCIATION, INC.,**  
**a Georgia Nonprofit Corporation**

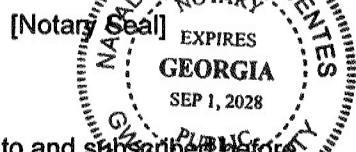
Sworn to and subscribed before  
me this 23 day of April,  
2025.

Yvonne Reyes, CAM

Witness

Natalie L. Love C

Notary Public



Sworn to and subscribed before  
me this 23 day of GWINNETT COUNTY,  
2025.

Yvonne Reyes, CAM

Witness

Natalie L. Love C.

Notary Public



By:

 (Seal)

President

Print Name: Oliver Le Blond

[Corporate Seal]

By:

 (Seal)

Secretary

Print Name: Frederick Wu

[Corporate Seal]

**Lease Terms Exhibit - Addendum to Lease at Berkley Township**

[This Addendum is required with all leases of Units at the Berkley Township community and must be completed and provided to the Association prior to any occupancy of a Unit by the Tenant hereunder]

This Addendum is made and entered into on the date of execution hereof by the last party signing below, 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 Unit ("Unit") at Berkley Township, by adding the following provisions thereto:

**1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree Berkley Township Property Owners' Association, Inc. ("Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, 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 the Declaration of Covenants, Conditions, Restrictions and Easements for Berkley Township ("Declaration"), the Association's Bylaws and rules and regulations, as 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, guests, invitees and pets to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. 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 this Lease, and that the Association is hereby granted the authority and power to declare the Lease 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, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules and regulations or this Lease. 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/regulations for which a fine is imposed, or damages the community, such fine and/or repair costs may be assessed against Tenant and/or Landlord, as provided in the Declaration.

**3. PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments, and other Association charges, which come due or are due during the term of the Lease 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. 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 be liable to the Association for all such sums, plus late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent as if Tenant were the owner of the Unit during the term of this Lease and any other period of occupancy by Tenant.

**4. MAINTENANCE AND INDEMNIFICATION.** Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Property or Unit which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

**5. USE OF COMMON PROPERTY.** Landlord transfers and assigns to Tenant for the term of this Lease 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. SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security, safety or health in the community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security. The Association has no duty to provide security in the community or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that Owners, Occupants, and other people will not commit criminal acts in the community or that unauthorized people will not gain access to the community. Similarly, the Association does not guarantee that Owners, Occupants, and others will not be exposed to any health risk or communicable disease in the community, whether known or unknown by the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner to protect his or her person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

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

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

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

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

Name: \_\_\_\_\_  
(Please Print)

Name(s): \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Property Leased in Berkley Township: \_\_\_\_\_