

March 3, 2024

Neighbors,

You are receiving this notice because we are hoping to amend the covenants as written in 1996. The amendment was reviewed last Fall and significant changes made at the request of those attending. Those improvements are included in the amendment that is attached. We would like to thank those who attended the meeting on this amendment. Their suggestions and different perspectives allowed us to modify and improve the original wording significantly.

This amendment is a needed protection for both the neighborhood and our home's values. Thirty nine approval votes are needed by statute. You can either by printing and completing the attached form and return to the clubhouse mailbox or by clicking on the following link. **The final day for voting is April 15th**. Please vote.

Thank you.

Amberwood Creek HOA Board

Summary

- **Part 1** is required by changes in Georgia law over the last 28 years.
- **Part 2** Relates to fences, mostly about color and banning chain link fences.
- **Part 3** Has been written to preserve both our neighborhood and our property values. It prevents short term and very short term rentals (party houses) and corporate owned serial rentals. Rental home problems have negatively affected many neighborhoods and have become a major and still growing problem in the Atlanta area.

Amendment to Amberwood Creek Covenants

March 2024

To Vote electronically:

Click [HERE](#) to vote electronically or type the following into your browser:

<https://forms.gle/rpzCHA5FzmkZEo9aA>.

For voting by mail:

Circle one please

YES (approve)

Address _____

NO (against)

One vote per address.

Thank you for voting. Please mail back to the Amberwood Creek Clubhouse mailbox, 1530 Amberwood Creek Dr. NW, Kennesaw, GA 30152

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR AMBERWOOD CREEK SUBDIVISION

This Third Amendment (this “Third Amendment”) to that particular Declaration of Covenants, Restriction and Easements for Amberwood Creek Subdivision originally dated as of the 25th day of November 1996 (the “Declaration”) is made as of this 10th day of September, 2023. Any capitalized term used herein and not defined in this Third Amendment shall have the meaning set forth in the Declaration.

W I T N E S S E T H:

WHEREAS, whereas the Lot Owners of Amberwood Creek Subdivision (the “Subdivision”) desire to amend the Declaration, said subdivision being a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Land Lot 221, 20th District, 2nd Section, Cobb County, Georgia, and being fully delineated on that certain plat of survey recorded in Plat Book 166, page 57, Cobb County, Georgia Records; said Declaration being dated November 25, 1996, and recorded December 4, 1996, in Deed Book 10026, page 302, Cobb County, Georgia Records;

WHEREAS, having complied with Article IX, Section 7 of the Declaration, having obtained the signatures of over 75% of the Lot Owners;

NOW THEREFORE, The Declaration is hereby amended as follows:

1. A new Article X shall be added to the Declaration and shall read in its entirety:
“Article X
In accordance with O.C.G.A §§ 44-3-222 and 44-3-235, the Lot Owners do hereby affirmatively elect for themselves and for the Amberwood Creek Homeowners Association (the “Association”) to be governed by O.G.C.A. §§ 44-3-220 et. seq, The Georgia Property Owners’ Association Act (the “Act”) and to avail themselves and the Association of the benefits and provisions of the Act.”
2. Article VIII Section 6 of the Declaration is amended to include:
“Section 6. Fences. No chain link or cyclone fences may be placed on the Property. The design and color of any fences visible from the roadway must be approved by the Architectural Control Committee.”
3. Article VIII is amended to add the following as a new Section 14.
“Section 14. Leasing and Renting.

- (a) Houses that are not also occupied by the lot owner may be rented only in their entirety; no fraction or portion may be rented. Owners resident in a home may rent a portion of that home to an individual or family without needing approval so long as the rental period is for 30 days or greater. This shall not be subject to the requirement and restrictions B to F below.
- (b) All leases shall be in writing and shall be for an initial term of no less than six months; provided, however, that short term leasing for less than 60 days that is part of the contracted sale of the property/lot may be entered into with the prior, express, written consent of the Board.
- (c) Owners shall also provide the Board with the following additional information, within ten (10) days of the execution of any lease: (i) the Owner's current mailing address, email address and telephone number; (ii) the names and reasonable contact information of all Persons residing within the leased premises, including the names and ages of any children; and (iii) such additional information as the Board of Directors of the Association may reasonably request.
- (d) No subleasing of any kind is allowed without the prior, express, written consent of the Board.
- (e) No short-term rental (defined as under six months) of any kind, including without limitation, vacation rentals of any kind shall be allowed.
- (f) The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from the Board.
- (g) No sign of any kind may be located on the Lot indicating it is a rental property or is being offered for lease.
- (h) No more than two (2) families may live in the leased premises. No more than ten (10) people, including children, may live in the leased premises. Lessees do not have any voting rights in the Association. Lessees may use common areas, but in the event any lessees violate the rules of the common areas, such right to use the common areas may be revoked by the Board in its reasonable judgment.
- (i) The Lot Owner remains responsible for all responsibilities and all reasonable costs and fees incurred by the Association and for enforcing on tenants all provisions in the Declaration, Bylaws and other rules of the Association.
- (j) If any terms of this Section 14 are found by a court to be unenforceable, such unenforceable terms shall be deemed to be deleted, and the rest of this Section 14 shall be enforced as if such unenforceable terms were never included herein.
- (k) The Board may adopt such reasonable rules regulating leasing as do not conflict with the terms of this Section."

4. Except as specifically amended herein, the Declaration shall remain in full force and effect.

It is the intent of the Board to create a signed acknowledgement of the terms above to be signed by any lot owner who intends to rent a property in the Amberwood Creek.