2026095369 Deed Book 16399 Page 2395
Filed and Recorded: 10/27/2026 1:03:00 PM
Real Estate Transfer Tax: $0.00Intangible Tax: $0.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia

STATE OF GEORGIA
COUNTY OF COBB

Return To:
Rome & Associates, P.C.
707 Whitlock Ave., Ste E-15
Marietta, Georgia 30064
(770) 428-6002

Cross Reference: Deed Book 14336, Page 2981.

AMENDMENT TO THE DECLARATION OF COVENANTS
AND MEMBERSHIP FOR SIGNAL POINT

This Amendment to the Declaration of Covenants and Membership for Signal Point ("Amendment") is made on the date hereinafter set forth by Signal Point Homeowners Association, Inc. ("Association").

WITNESSETH

WHEREAS, the Declaration of Covenants and Membership for Signal Point was recorded on June 1st, 2006, in Deed Book 14336, Page 2981, et seq., in the public land records of Cobb County, Georgia, as amended from time to time (hereinafter collectively referred to as the "Declaration");

WHEREAS, the Owners wish to add various leasing restrictions to the provisions of the Declaration;

WHEREAS, pursuant to Article 15, regarding Amendments, the Declaration may be amended upon the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Members of the Association holding two-thirds (2/3) of the total vote thereof;

WHEREAS, after any required notices, this Amendment was passed by at least two-thirds (2/3) of the Total Association Vote through written consent, as certified by the undersigned representatives of the Association; and

WHEREAS, the following amendments are not material with respect to first mortgagees in that the amendments do not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines the amendments or a portion of the amendments materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to the amendments, then the amendments so determined by the court shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then for those amendments so determined by the court the corresponding provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagees.

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

Article 9, Section (b)(ii) entitled 'Required Lease Provisions' is hereby deleted in its entirety and the following Section is added to Article 9 as follows:

(n) Leasing Restrictions. *In order to preserve the character of Signal Point subdivision as predominantly owner-occupied and thus help protect the value of Lots within the community, and ensure that Lots qualify for eligibility of mortgage financing insofar as the criteria is based upon percentage of owner-occupied Lots, the leasing of Lots is prohibited except for the following:*

(1) a Grandfathered Owner (see below definition), or

(2) an Owner who has received a written Leasing Permit or a Hardship Leasing Permit, from the Board as provided for in this Article 9, Section (n), or

(3) the Association for any Lots owned by the Association.

The Board shall have the power to make reasonable rules and regulations in order to further clarify and enforce the provisions of this Section. The Board will also have the right to impose fines for violations, and may also establish any, or all, of the following: (i) reasonable processing fee for requests to approve leasing; (ii) an annual administrative fee; and/or (iii) fees for lease monitoring services. All of the preceding will constitute a specific assessment on the Lot being leased, and delinquent fees may be collected in the same manner as any other assessments.

*(i) **Definitions.***

(A) "Assessments" as used in this Article shall include all assessments as described and contained in Article VI of this Declaration.

(B) "Authorized Corporate Occupant" shall be 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 the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be provided to the Board in a sworn affidavit that includes the Occupant's relationship to the owner, and the designated Authorized Corporate Occupant 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. Occupancy of an entity-owned Lot by any person that does not qualify as an Authorized Corporate Occupant hereunder shall be unauthorized and shall be deemed to constitute leasing under this Section.

(C) "Effective Date" the date on which this Amendment to the Declaration is recorded in The Cobb County Records.

(D) "Grandfathered Owner" means an Owner who is leasing their Lot on the Effective Date, under a lease for an initial term of at least six months, and who is current in payment of assessments or other charges to the Association. The Owner must provide the Association with a copy of the lease within thirty (30) days of the Effective Date, and any Owner who does not provide a copy shall not be entitled to Grandfathered status.

Grandfathered status exempts the Owner from being subject to the below leasing cap or hardship exception requirements, but a Grandfathered Owner is still subject to the other leasing requirements. Pursuant to Georgia statute § 44-3-226 (a), Grandfathered status shall continue until the sale of the Lot for an amount of at least $100, or if the Lot is owned by an entity, until there is a transfer of ownership in the entity in an amount of at least $100.

Grandfathered status may not be permanently revoked but may be suspended during any period when the Grandfathered Owner is delinquent in payment of assessments for a period greater than thirty (30) days, and/or during any time the Grandfathered Owner is in violation of the covenants, or any other of the Association's governing documents. During a period of temporary suspension, an owner may not Lease the Lot, and doing so will be considered a violation of the covenants. Temporary suspension is in addition to (and not in place of), any other enforcement remedies of the Association (such as fines, suspension of voting rights, and privileges to access any amenities.

(E) "Leasing" for the purposes of this Declaration is defined as the occupancy of a Lot by any person(s) other than:

(1) the Owner or Owner's spouse; or a child, grandchild, parent, or grandparent of the Owner or the Owner's spouse. The term spouse also includes any former spouse of an Owner. (Familial relationships shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board,) or:

(2) an Authorized Corporate Occupant or:

(3) a roommate of any of the preceding persons but limited to a total in the household of one roommate or couple.

Short term rentals (those that are for a period less than 12 months), including through online services such as VRBO and Airbnb, are strictly prohibited as a commercial/business use of a Lot.

(F) "Owner" for the purposes of this Section (n) only, the definition of "Owner" shall not include any record holder of an interest in title to a Lot that is ten percent (10%) or less unless all title interests are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors of the Association by sworn affidavit and competent evidence (and in addition to the title documents filed in the land records or with other governmental agencies or departments) that the distribution of title interests in the Lot: (1) is a bona fide fee simple transfer for value, (2) is otherwise in good faith, and (3) is not intended to avoid a violation of the requirements of this Section or of any other provision of, or the purposes of, the Association Legal Documents, as such are determined by the Board in its discretion. The record holders of all of the title interests in the Lot shall have the burden of proof and it shall be presumed that a holder of a title interest of 10% or less is not an "Owner" for the purposes of this Section (n) of the Declaration. In its sole discretion, the Board may require submission of true and accurate information in order to evaluate the transaction and aid its determination.

This modification to the definition of "Owner" shall not be construed to affect the validity of any transfer of title to or ownership of a Lot (as ownership may otherwise be defined by law), it being the intent of the parties to this Declaration to only regulate and restrict the Occupancy of Lots. Further, this modification to the definition of "Owner" shall not be construed to exempt any record holder of an interest in title to a Lot who is otherwise an "Owner" within the meaning of Article 2, Section (s) of this Declaration, regardless of his or her respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of this Declaration other than this Section (n), including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(ii) <u>Leasing Permit & Cap.</u> Owners who want to lease their Lots, other than Grandfathered Owners, may do so only if they have applied for and received a "Leasing Permit" or a "Hardship Leasing Permit" (see below). The Board may establish conditions as to the duration and use of such permits consistent with this Section. The Board may refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge or if the Owner is in violation of the Declaration, Bylaws or Association rules.

An Owner's request for a Leasing Permit shall be approved if the then current amount of homes being leased, including any Grandfathered Owners actively leasing, is less than ten percent (10%) of all the homes in the subdivision. An Owner, other than a Grandfathered Owner, may only lease one Lot at any given time. Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse). All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners, including subsequent Owners of a Lot. <u>In order to qualify for a leasing permit, the owner must first reside in the home for at least a twelve (12) month period.</u>

If the number of homes currently being leased is more than ten percent (10%), then no additional Leasing Permits shall be issued (except for Hardship Leasing Permits and Grandfathered

Owners), until that amount falls below ten percent (10%). Owners who have 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 they desire, when the above conditions have been satisfied. 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.

*(iii) **Hardship Leasing Permits.** If the amount of homes being leased is up to ten percent (10%), and if the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. To qualify for requesting a Hardship Leasing Permit, an owner must first reside on property for a period of at least twelve (12) months. Hardship Leasing Permits shall be valid for a term not to exceed twelve (12) months. Hardship Leasing Permits shall be automatically revoked if during the term of the permit the Owner applies for and receives a Leasing Permit. Hardship Leasing Permits shall only be renewed at the Board's discretion. Therefore, any lease signed under a Hardship Leasing Permit must contain a provision stating that the lease is not renewable.*

The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the number of Hardship Leasing Permits which have been issued to other Owners, (iii) the Owner's ability to cure the hardship, and (iv) whether previous Hardship Leasing Permits have been issued to this Owner. The Board shall not consider any hardship that pre-exists the Owner's purchase of their Lot.

The Board may promulgate and/or amend regulations to serve as guidelines for circumstances constituting a basis for consideration of issuing a Hardship Leasing Permit. By way of illustration, and not prescription, limitation, or restriction, examples of such circumstances might be those in which:

1. *The Owner has been called to active military duty.**
2. *An Owner must relocate his residence and cannot, within a set period of time from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value.*

**In addition to any rights granted under federal law pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901-4043, Owners on active military duty beyond a twelve (12) month period, may upon Board approval, renew a lease, or continue to rent their home under a new lease, for the Owner's remaining period of active military duty.*

*(iv) **Leasing Provisions.** Leasing of Lots shall be governed by the following provisions:*

(A) Notice. At least seven (7) days prior to entering into the lease of a Lot, the owner shall provide the Board of Directors with a copy of the proposed lease, the names and addresses of the proposed lessee, and such other information as the Board may reasonably require. Within ten (10) business days after executing a lease agreement, the Owner shall provide the Board with a copy of the executed lease.

(B) General. Lots may be leased only in their entirety; no rooms, basements or fractions of Lots may be leased without prior written Board approval. All leases shall be in writing. 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 twelve (12) months, but not more than twenty-four (24) months. The Owner must provide the lessee copies of the Declaration, Bylaws, Architectural Standards, and Rules and Regulations of the Association. 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.

(C) Required Provisions. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein,

then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant, and incorporation of the following language contained in Subsections (A) and (B) into the lease:

(1) Liability for Assessments and Other Charges. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Lot which become due during the term of the lease, including, but not limited to, fines which become due as a consequence of lessee's activities which violate provisions of the Declaration, Bylaws, Architectural Standards, or the rules and regulations of the Association. When an Owner who is leasing a Lot fails to pay any assessment or any other charge against the Lot for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during the remaining term of the lease and any other period of occupancy by the lessee; provided that 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 Association'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 the lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all amounts authorized under the Declaration as if the lessee were the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(2) Compliance with the Governing Documents and Enforcement Powers of the Association. If a Lot is leased or occupied in violation of this Section, the Association may bring an action against the lessee and/or the Owner for recovery of damages or for injunctive relief, or may impose any other sanctions authorized by the Declaration and Bylaws, as they may be amended from time to time, or which may be available at law or in equity. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

The Lessee shall comply with all provisions of the Declaration, Bylaws, Architectural Standards and rules and regulations of the Association, and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance, and shall indemnify and hold the Association harmless for any such person's failure to comply. The Owner shall cause all occupants of the Lot to comply with the Declaration, Bylaws, Architectural Standards and the rules and regulations, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are also liable for any such violation or loss. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, Architectural Standards or a rule and regulation of the Association, fines may be levied against the lessee and/or the Owner; and such a violation is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability, and to evict the lessee in accordance with Georgia law. The Owner and Lessee hereby further agree to hold harmless the Association, its Board of Directors, employees and agents if the Association exercises any of the enforcement power granted in this Section.

(v) Rights of First Mortgagees. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first Mortgagee to:

(A) foreclose or take title to the Lot pursuant to remedies contained in any Mortgage;

(B) take a deed or assignment in lieu of foreclosure; or

(C) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

(vi) Amendments to Conform With Laws. The Board may amend the Declaration without a vote of the Owners in order to comply with requirements of federal, state, or local law regarding leasing.

ALL OTHER PROVISIONS OF THE DECLARATION SHALL REMAIN THE SAME

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized representatives of the Association on the date indicated below, and said representatives hereby swear and certify that after any duly required notice, Association members holding at least two-thirds (2/3) of the total vote of the Association consented in writing to the Amendment. Copies of the individual executed consents are retained in the Association's corporate records.

Signal Point Homeowners Association, Inc.

Sworn to, signed, and sealed before us on the 26th day of October, 2026.

By: Brenda Vasquez
President

President's Signature Attested to by:

SECRETARY

WITNESS

Notary Public

[SEAL]

LORI ANN DESILVA NOTARY PUBLIC COBB COUNTY, GEORGIA COMMISSION EXPIRES AUG 27, 2030