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After recording, please return to:
NowackHoward, L.L.C.
Resurgens Plaza, Suite 1250
945 East Paces Ferry Rd, NE
Atlanta, Georgia 30326
Attn: RFD

STATE OF GEORGIA

COUNTY OF ROCKDALE

Cross Reference: Deed Book 2389
Page 97

Deed Book 2390
Page 01

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR
LAKE CAPRI**

WHEREAS, the Declaration of Protective Covenants for Lake Capri was recorded on August 12, 2002, in Deed Book 2389, Page 97, et seq., Rockdale County, Georgia, records (“Declaration”); and

WHEREAS, the Declaration Establishing Permanent Membership for Lake Capri Homeowners Association, Inc. was also recorded on August 12, 2002 in Deed Book 2390, Page 1, et seq., Rockdale County, Georgia records (“Membership Declaration”); and

WHEREAS, Paragraph 7 of the Declaration provides for amendment of the Declaration with the assent of the Owners of Lots subject to the terms of the Declaration having at least sixty-six and two-thirds (66 & 2/3) of the total eligible vote of the Lot Owners; and

WHEREAS, Lot Owners having at least sixty-six and two-thirds (66 & 2/3) of the total eligible vote of the Lot Owners have assented to this amendment; and

NOW THEREFORE, the Declaration of Protective Covenants for Lake Capri is hereby amended as follows:

1.

The Declaration is hereby amended by adding the following new Paragraph 11 to the end thereof, entitled “Leasing”:

11. LEASING. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

(a) Notice of Lease. The Owner of any leased Lot shall provide the Board with notice of the leasing of the Lot, together with a copy of the executed lease agreement, contact information for the Lot Owner and Lot Occupants, and such additional information as may be required by the Board, within the earlier to occur of: (1) 10 days’ after execution of any agreement for Leasing the Lot or any extension, renewal or modification thereof; or (2) within 10 days’ of commencement of the Leasing of the Lot by any new lessee and/or Occupant.

(b) Short-Term Leasing Prohibited.

To preserve the residential character of the Lake Capri communities, short-term, transient rentals of Lots, or any portion of a Lot, for any period less than thirty (30) consecutive days is strictly prohibited.

(i) **Short-Term Leasing Restrictions.** No Lot, or any part of a Lot or part of a dwelling on a Lot, shall be leased, rented, Occupied, licensed, or used by any Person for any period less than thirty (30) consecutive days for services or uses commonly associated with hotel, motel, bed and breakfast, or vacation type services, as determined by the Board in its good faith discretion, or arranged through use of “Airbnb,” “Vrbo,” “HomeAway,” “FlipKey,” “Couchsurfing,” “Booking.com,” or other websites, online platforms, or companies through which property owners or their agents offer properties and/or rooms for short-term rentals, leases, licenses, stays, and/or Occupancy. Any such lease, rental, Occupancy, license, or use of a Lot, or any part thereof, is hereby strictly prohibited and shall be a violation of this Paragraph 11(c).

(ii) **Solicitation of Short-Term Leasing Prohibited.** No Lot, or any part of a Lot or dwelling on a Lot, may be listed, advertised, or otherwise offered in any way whatsoever for lease, rental, use, license, or Occupancy for any period less than thirty (30) consecutive days, whether through “Airbnb,” “Vrbo,” “HomeAway,” “FlipKey,” “Couchsurfing,” “Booking.com,” or any other website, online platform, or company available for listing, advertising, or otherwise offering leasing, rental, use, license, or occupancy of properties and/or rooms. Any such listing, advertisement, or other such offering is hereby strictly prohibited and shall be a violation of this Paragraph 11(b).

(iii) **Enforcement and Sanctions for Violations.** The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, to enforce the provisions of this Paragraph 11(b). The Board shall have the authority to determine, in its discretion, whether a specific lease, rental, use, license, or occupancy of a Lot (or series of same) or listing, advertisement, or other such offering violates this Paragraph 11(b).

In addition to all other enforcement remedies provided under the Declaration and applicable law, the enforcement actions available to the Board for violations of this Paragraph 11(b) include, but are not limited to: (1) levying of daily fines against a

violating Owner and his or her Lot in an amount up to the greater of (i) the highest nightly rate at which such Lot or rooms are offered for lease, rent or Occupancy in violation of this Paragraph 11(b) or (ii) five hundred dollars (\$500.00) per day that the Lot or rooms are leased, rented or Occupied in violation of this Paragraph 11(b) or are listed, advertised, or otherwise offered in violation of this Paragraph 11(b), as determined by the Board; and/or (2) the filing of a lawsuit to enjoin the unauthorized leasing, rental, license, or Occupancy and require removal of any unauthorized occupants and/or to enjoin any solicitation that violates Paragraph 11(b)(ii). All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific assessment against the Owner and a lien against the Owner's Lot.

The limitation on daily fine amounts stated herein shall apply only to violations of this Paragraph 11(b) and shall not operate as a limitation on fines for any other violations of this Paragraph 11 or this Declaration.

IN WITNESS WHEREOF, the undersigned officers of the Lake Capri Homeowners Association, Inc. hereby certify that the above amendment to the Declaration of Protective Covenants for Lake Capri was duly adopted by the requisite sixty-six and two-thirds (66 & 2/3) vote of the total eligible Association vote, with any required notices given.

This ____ day of _____, 20__.

Sworn to and subscribed before me
this ____ day of _____,
2021.

Witness

Notary Public

[Notary Seal]

**ASSOCIATION: LAKE CAPRI HOMEOWNERS
ASSOCIATION, INC.**

By: _____
President

Attest: _____
Secretary

[Corporate Seal]