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STATE OF GEORGIA

CROSS REFERENCE:

Deed Book 2997

Page 501

COUNTY OF ATHENS-CLARKE

“Lake Meeler Homeowners Association, Inc.”

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LAKE MEELER**

WHEREAS, Meeler Lake Builders, LLC (“Declarant”) recorded the Declaration of Covenants, Conditions and Restrictions and Lake Meeler on November 23, 2005, recorded in Deed Book 2997, Page 501; in the Athens-Clarke County, Georgia, land records (“Declaration”); and

WHEREAS, the Declaration has been amended; and

WHEREAS, the Declaration has been amended to adopt the Georgia Property Owners’ Association Act which includes a provision that future amendments must have the approval of at least 2/3 of the total eligible Association vote as attested to by the Association’s President and Secretary; and

WHEREAS, Declarant owns no property within Lake Meeler Subdivision that would require its consent to this Amendment; and

WHEREAS, at least 2/3 of the total eligible Association vote has approved these amendments as attested to by the President and Secretary at the bottom of this Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article VI, Section 6.02 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.02 therefor:

6.02 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(b) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;

THIS DECLARATION IS SUBMITTED TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ. CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

(c) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;

(d) the business activity is legal and conforms to all zoning requirements for the Property; the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and

(e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion; or

(f) the Board, in its reasonable discretion, determines that the lawful business activity is consistent with the residential character of the Property, and the Board issues written approval for such business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. The Association shall have no liability for any business activity on the Property.

2.

Article VI, Section 6.05 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.05 therefor:

6.05 Flags and Lawn Signs. Per the Freedom to Display the American Flag Act (2005), U.S. flags may be flown on owners' property. In addition, owners must follow U.S. Flag Code guidelines at all times. Non-U.S. flags (e.g., national flags, state flags, celebration flags, holiday flags), which include garden flags, may also be displayed on owners' property.

Lawn Signs (e.g., celebratory, holiday) may also be displayed.

No political flags or political signs (e.g., campaign/candidate, party affiliation, or national/state/local issues) are permitted on owner's property.

Other than the U.S. flag, an Owner is only permitted to fly one flag, have one garden flag, and one lawn sign per lot at any time. Flags and signs must be professionally produced and not "handmade." Further, any flag or sign considered "profane" or "disrespectful," as determined by the HOA Board of Directors and ACC, will be prohibited.

Security notices are not considered flags or signs for this section and are permitted.

3.

Article VI, Section 6.06 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.06 therefor:

6.06 Vehicles The term "vehicles" as used herein shall include, without limitation, motorcycles, scooters, go-carts/golf carts, trucks, vans, and automobiles. All vehicles shall be parked within the garage, or the paved parking area in front of the garage, or on the street. Parking in yards or common areas, other than the Pavilion parking lot, is prohibited. All street parking must be in compliance with Athens-Clarke County Ordinance Section 3.3. No inoperable, junk or abandoned vehicles shall be allowed on the property.

4.

Article VI, Section 6.11 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.11 therefor:

6.11 Garages All garages must be no less than two cars in size and have permanent standard residential garage doors installed.

5.

Article VI, Section 6.13 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.13 therefor:

6.13 Fences and Outbuildings. No fence, wall, or outbuilding of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC pursuant to Article V hereof. No chain link, barbed wire or hog wire fence shall be permitted on the Property, except that black vinyl coated chain link fences will be permitted with prior ACC approval. All fences must tie from and run parallel with the back of the house to the Lot line. Furthermore, all fences must be installed so that the "finished" side of any approved fence shall be facing out and visible from the street. Any approved wood fence must be six (6) feet tall and any approved metal fence must be four (4) feet tall. Corner Lots shall have no fencing installed inside of the right of way. No sectional fencing will be permitted on uneven topography. If the grade of a Lot is not flat where a fence is to be installed, a continuous top fence must be constructed.

All outbuildings, including but not limited to sheds, shall be constructed in the same architectural style and similar colors of the main dwelling on the Lot and shall be subject to prior written approval of the ACC pursuant to Article V hereof. Each Lot shall be restricted to only one outbuilding and no metal outbuildings or metal roofs shall be permitted. The Board of Directors shall have discretion to establish rules and regulations pertaining to outbuildings on the Property, including but not limited to establishing the type of outbuildings permitted to be constructed on the Property.

6.

Article VI, Section 6.14 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following new Section 6.14 therefor:

6.14 Antennas and Satellite Dishes. Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Property. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal, and all wires, fitting, hardware and cables for such devices shall be concealed from view to the greatest extent reasonably possible, and shall be installed outside of the dwelling to the least extent reasonably possible, in which an acceptable quality signal can be received.

7.

Article VI of the Declaration is hereby amended by adding the following new Section 6.25 thereto:

6.25 Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security at the Property. 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 of security. The Association has no duty to provide security at the Property. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts at the Property or that unauthorized people will not gain access to the Property. Similarly, the Association does not guarantee that Owners, Occupants, and others will not be exposed to any health risk or communicable disease at the Property, 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 and Occupant 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 and Occupant. 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.

8.

Article VI of the Declaration is hereby amended by adding the following new Section 6.26 thereto:

6.26 Leasing/Renting and Occupancy. In order to preserve the character of the Lake Meeler community as a predominantly owner-occupied community, the Leasing of Lots is prohibited, except by the Association and as otherwise may be provided herein.

(1) Definitions.

(i) **"Leasing or Renting"** shall mean the regular, exclusive occupancy of a Lot by any person(s) other than:

- (A) the Owner, spouse of an Owner, parent, or child(ren) of an Owner (collectively referred to as "Authorized Occupant");
- (B) an Authorized Corporate Occupant (defined below); or
- (C) one (1) roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Lot as his or her primary residence.

(ii) **"Authorized Corporate Occupant"** means an officer, director, shareholder or member 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 any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and 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. All Occupants must qualify as an Authorized Corporate Occupant or be the one (1) roommate, including any minor children.

(iii) **"Grandfathered Owner"** means an Owner who is lawfully leasing his or her Lot on the Amendment Effective Date which shall be defined as the date that this Amendment is recorded in the Athens-Clarke County, Georgia land records. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Amendment Effective Date, provide the Board with a copy of the lease in effect on the Amendment Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Amendment Effective Date and shall not include any future Lots purchased by a Grandfathered Owner. Grandfathering shall automatically expire, and any lease of the Lot shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse or children heirs). Grandfathered Owners shall be obligated to pay the Lease Administration Fee for all leases entered into or lease renewals commencing after the Amendment Effective Date on an annual basis and shall comply with all provisions of subsection (3) herein.

(iv) **"Grandfathered Lot"** means the Lot owned by a Grandfathered Owner on the Amendment Effective Date.

(2) Authorized Permitted Leasing/Renting.

Leasing/Renting of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit or a Hardship Permit as provided below; or (3) any first Mortgagee who becomes the Owner of a Lot in satisfaction of its Mortgage.

Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Leasing Permits. Any Owner wishing to lease his or her Lot shall request, in writing, a Leasing Permit from the Board of Directors. The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits and Grandfathered Lots is less than five (5%) percent of the Lots in Lake Meeler, and the Owner has resided on the Lot for at least twenty-four (24) months preceding the application for a Leasing Permit. Notwithstanding Hardship Permits, no more than five (5%) percent of the Lots in Lake Meeler may be Leased after the Amendment Effective Date unless said Grandfathered Lots constitute more than five (5%) percent of the total number of Lots.

If the total number of Lots leased in Lake Meeler is more than five (5%) percent, no additional Leasing Permits shall be issued, except for hardship Leasing Permits as provided below, until that number falls below five (5%) percent. Owners who have requested a Leasing Permit shall be placed on a waiting list to be issued a Leasing Permit and when the number of leased Lots falls below five (5%) percent, the Owner at the top of the waiting list shall be issued a Leasing Permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the Leasing Permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, 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.

Leasing Permits are automatically revoked upon: (1) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse or children heirs); (2) the failure of an Owner to lease his or her Lot for ninety (90) consecutive days at any time after the issuance of such permit; (3) the occupancy of the Lot by the Owner, or (4) the failure of the Owner to pay timely assessments to the Association.

(ii) Hardship Permits. If the inability to lease/rent will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit at its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to Lake Meeler if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the Owner is in violation of this Declaration, the By-Laws, or any Association rules and regulations.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease/rent the Lot once for a term not to exceed one (1) year. Additionally, Hardship Permits are not transferrable to new tenants, and will automatically expire and be revoked prior to the expiration of the one (1) year term upon the occurrence of any of the following: (a) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (b) the occupancy by the Owner. Additionally, a Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit.

(3) General Leasing/Renting Provisions Applicable to all Leases including Grandfathered Lots.

(i) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least ten (10) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names and phone numbers of the proposed tenants and all other Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with this Declaration, By-Laws, or any rules and regulations promulgated thereto. Nothing herein gives the Board the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(ii) Lease/Rental Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval, and there shall only be one (1) authorized roommate as set forth herein or otherwise approved in writing by the Board of Directors. All leases must be for an initial term of not less than one year, except with written Board approval. **Rentals/Use of a Lot or portion of a Lot on a short time basis including, but not limited to, Airbnb rentals and VRBO rentals, are strictly prohibited regardless of whether the Owner of the Lot is present during the rental period.**

(iii) Liability for Assessments; Compliance. The Owner must provide the tenant copies of this Declaration, By-Laws or any rules and regulations promulgated thereto. The following provisions are incorporated into each lease or occupancy of any Lot, whether or not expressly stated therein:

(A) Compliance with the Lake Meeler Legal Documents. All terms defined in the Declaration of Covenants, Conditions and Restrictions for Lake Meeler, as amended, ratified and supplemented ("Declaration") are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, By-Laws or any rules and regulations (the "Governing Documents") of the Lake Meeler Homeowners Association, Inc. ("Association"). The Owner and tenant also are responsible for violations by any Occupants and guests of the Lot; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, tenant, Occupant or guest violates such Governing Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Governing Documents, including, but not limited to, fining the Owner and/or eviction of the tenants and Occupants as provided for herein below.

(B) Use of Association Property. The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges the Owner has to use any of the Association Property and any facilities located thereon.

(C) Liability for Assessments. The Owner and tenant acknowledge and understand that if Owner fails to pay an assessment or any other charge to the Association when due, the delinquent Owner consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay

to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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. Owner acknowledges, understands and accepts that all such payments made by the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the 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.

(D) Enforcement. If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, Occupant or guest violates the Governing Documents, such violation is deemed to be a default under the terms of this lease. In addition to all other remedies permitted by the Declaration including the ability to assess daily fines and suspend membership rights, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate this lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Occupants for any such violation. The Owner shall be liable for any and all costs of enforcement including, but not limited to, the Association's legal fees and costs.

(E) Lease Administration Fee. The Owner shall pay a Lease Administration Fee per year to the Association for oversight of the permitting process set forth herein, including Grandfathered Owners. The fee shall be set annually by the Board of Directors by Board resolution. Said fee may be changed no more frequently than once per year by Board resolution. This Lease Administration Fee shall constitute a specific assessment.

9.

Article VI of the Declaration is hereby amended by adding the following new Section 6.27 thereto:

6.27 Fireworks. Fireworks are not permitted in the neighborhood, including common areas, due to the close proximity of each residence.

10.

Article VIII of the Declaration is amended by adding a new Section 8.06 thereto, as follows:

8.06 Additional Enforcement Rights and Costs of Enforcement

In addition to the enforcement tools set forth in this Declaration, the Board of Directors shall have all enforcement options available under Georgia law and the Georgia Property Owners' Association Act including, but not limited to, the suspension of voting rights, the suspension of use rights, and sanctions for enforcement of violations of this Declaration. All costs of enforcement including reasonable attorneys' fees actually incurred, court costs, fees and sanctions imposed for violations of this Declaration, shall be deemed assessments owed by the violating Lot Owner, shall be secured by a lien against the Lot, and shall be paid by the violating Owner to the Association.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that the above Amendment was approved by at least 2/3 of the total Association vote as provided for in the Georgia Property Owners' Association Act.

This 11 day of Aug, 2025.

Sworn to and subscribed before
me this 11 of Aug, 2025.

ASSOCIATION: LAKE MEELER HOMEOWNERS ASSOCIATION,
INC.

[Signature]
Witness

By: [Signature]
President

[Signature]
Notary Public [Seal]

Attest: [Signature]
Secretary

