
[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: NowackHoward, LLC
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Attn: Melinda K. Banks

STATE OF GEORGIA
COUNTY OF CLAYTON

Reference: Deed Book 1544
Page 001

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR RIVER'S EDGE PLANTATION**

WHEREAS, the Declaration of Protective Covenants for River's Edge Plantation was recorded on April 3, 1989, in Deed Book 1544, Page 001, *et seq.*, Clayton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, an Amendment to the Declaration was recorded on January 24, 2003, in Deed Book 6232, Page 108 of the Clayton County, Georgia Records for the purpose of electing to be governed by the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* (hereinafter the "Act"); and

WHEREAS, Article XIII, Section 4 of the Declaration provides for amendment of the Declaration upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds of the total River's Edge Plantation Community Association Inc. ("Association") vote entitled to vote thereon; and

WHEREAS, at least two-thirds of the total Association vote entitled to vote on this Amendment desires to amend the Declaration and has approved this Amendment; and

WHEREAS, this amendment does not adversely affect the Club; and

WHEREAS, the Declarant's consent to amend the Declaration is no longer required;

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

1.

Article IV of the Declaration is hereby amended by adding the following Section 11 to the end thereto:

Section 11. Capital Contribution Assessment on Sales of Residences. In addition to all other assessments and charges provided for in this Declaration, commencing 60 days after the date this Amendment is recorded in the Clayton County, Georgia land records, the purchaser or grantee of every Residence shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Residence to any person other than to: (1) the spouse of an Owner; or (2) the heir of a deceased Owner.

The Capital Contribution Assessment shall be an amount set by the Board of Directors not to exceed the General Assessment for such Residence for the fiscal year in which the Residence is conveyed.

The Capital Contribution Assessment shall not constitute a prepayment of the General Assessment, but shall be in addition to the General Assessment and all other assessments and charges provided for herein. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer, and the Assessment shall be collected at the closing of each such conveyance or transfer. The Association shall have a lien for any unpaid Capital Contribution Assessment, which shall be collected as set forth in Section 2 and 3 of this Article IV of the Declaration.

2.

Article VI, Section 5 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 5. Leasing. In order to preserve the character of the River's Edge Plantation Community as predominantly owner-occupied, **the Leasing of Residences is prohibited except as provided herein.**

(a) Definitions.

(i) "Association Legal Documents" means the Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations, and design standards for the Association, all as may be supplemented or amended.

(ii) "Authorized Corporate Occupant" is as defined in Section 5(d)(i) hereof. Persons Occupying a Residence through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(iii) "Authorized Occupant" means the Owner or a parent, parent-in-law, child, step-child, or spouse of an Owner (collectively referred to as "Authorized Occupant");

(iv) **"Effective Date"** means the date this Amendment is recorded in the Clayton County, Georgia land records.

(v) **"Grandfathered Owner"** means an Owner who is leasing his or her Residence in compliance with the Declaration and pursuant to a written Lease on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date. Grandfathering shall apply only to the Residence owned by such Grandfathered Owner on the Effective Date.

Grandfathering shall automatically expire and any Lease of the Residence shall automatically terminate on the earlier to occur of: (1) the date the Grandfathered Owner conveys any interest in title to the Grandfathered Residence (other than to the Grandfathered Owner's legal spouse); (2) the date the Owner of the Grandfathered Residence Occupies the Grandfathered Residence as his or her primary residence; (3) the date that any Lessee of the Grandfathered Residence as of the Effective Date hereof vacates and ceases to Occupy the Residence as his or her primary residence; (4) any termination, renewal, modification or extension of the Lease in effect on the Effective Date, including but not limited to the addition of new Lessees; (5) the date the Owner of the Grandfathered Residence ceases to have a written Lease agreement for the Residence and bona fide Lessee Occupying the Residence as his/her primary residence for 90 consecutive days; (6) the date the Grandfathered Residence is in violation of any provision of the Association Legal Documents and such violation continues for a period of more than 60 days; or (7) the date the Grandfathered Residence is shown on the Association's books and records to be more than 30 days past due in any assessment or charge.

(vi) **"Grandfathered Residence"** means the Residence owned by a Grandfathered Owner on the Effective Date hereof.

(vii) **"Guest"** shall be defined as a person who: (a) is known to and is specifically invited by an Authorized Occupant or Authorized Corporate Occupant to Occupy a Residence; (b) Occupies the Residence on a temporary basis for less than thirty (30) days in a year; and (c) does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Residence, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion. Persons Occupying a Residence through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Guests hereunder.

(viii) **"Lease"** means any agreement, written or oral, by which a Residence Owner conveys a right to Occupy a Residence or any portion thereof to another Person. Lessee means the person(s) Leasing a Residence.

(ix) **"Leasing"** is defined as the Occupancy of a Residence by any person(s) other than: (1) an Authorized Occupant; (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Residence's

Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Residence at the same time as the Roommate or Guest; (ii) uses the Residence as his/her primary residence; and (iii) Occupies the Residence for at least nine (9) months out of each calendar year.

(x) “Occupant” means any person who stays or remains at a Residence overnight or for a longer period. “Occupy” or “Occupancy” shall refer to the situation when a Person stays or remains in a Residence for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Residence using the services of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing” or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Residence is considered Leasing which is prohibited under this Article VI, Section 5.

(xi) “Owner” For the purposes of this Article VI, Section 5 only, the definition of “Owner” shall not include any record holder of an interest in title to a Residence 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 (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 Residence: (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 Article VI, Section 5 or of any other provision of, or the purposes of, the Association Legal Documents, as such is determined by the Board in its discretion. The record holders of all of the title interests in the Residence 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 Article VI, Section 5 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 Residence (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 Residences. Further, this modification to the definition of “Owner” shall not be construed to exempt any record holder of an interest in title to a Residence who is otherwise an “Owner” within the meaning of Article I, as set forth in Exhibit “A”, Section (t) 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 Article VI, Section 5, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(xii) “Roommate” shall be defined as any person who Occupies a Residence as his/her primary residence pursuant to an agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the “Roommate Agreement”) under which such person will Occupy the entirety of the Residence for a period of at least one-hundred eighty (180) consecutive days,

during which period the Authorized Occupant or Authorized Corporate Occupant also Occupies the Residence. Persons Occupying a Residence through use of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing” or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Roommates hereunder.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the Roommate Agreement, if any.

(b) Permitted Leasing. Leasing of Residences is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit as provided below; (3) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Residence and shall not be transferable between either Residences or Owners (including a subsequent Owner of a Residence where such permit was issued to the Owner’s predecessor-in-title).

Non-Grandfathered Owners who desire to Lease their Residences may do so only if they have applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit”. Such a permit will allow an Owner to Lease his or her Residence, provided that such Leasing is in strict accordance with the terms of the Permit and this Article VI, Section 5. The Board of Directors shall have the authority to establish conditions as to the application for, form, duration and use of such Permits consistent with this Section.

(i) Leasing Permits. The request of a qualified Owner for a Leasing Permit for a Residence shall be approved if the total number of Residences with outstanding Leasing Permits in the Community, plus the number of Grandfathered Residences, is less than two-hundred fifty five (255) Residences (“**Leasing Cap**”).

(ii) Wait List for Leasing Permits. If the total number of Residences with current, outstanding Leasing Permits plus Grandfathered Residences equals or exceeds the Leasing Cap, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits, plus Grandfathered Residences, falls below the Leasing Cap. Owners who are otherwise eligible for a Leasing Permit and have been denied a Leasing Permit solely on the basis that there are no available Leasing Permits, shall be placed on a waiting list (“**Wait List**”) to be issued such a Permit, if they so desire, when one becomes available. When a Leasing Permit becomes available, the qualified Owner(s) at the top of the Wait List will be notified in writing of his/her Residence’s eligibility to receive a Leasing Permit and supplied a Leasing Permit for execution. The Residence Owner may accept the Leasing Permit by returning an executed Leasing Permit to the Board within thirty (30) days of the Board’s written notice. If accepted, the Residence Owner shall have 90 days from the date of the written notice to enter into a Lease for the Residence.

The Leasing Permit shall automatically be revoked and the Owner's name will revert to the bottom of the Wait List and treated as a new request, upon the earlier to occur of the following: (1) an executed Leasing Permit, in the form approved by the Board, is not returned within 30 days of the written notice; (2) an executed Lease is not presented to the Board within 90 days of the written notice; or (3) an executed lawn service contract is not submitted to the Board of Directors, as described herein below. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the Wait List for a Leasing Permit.

An Owner who has been placed on the Wait List for a Leasing Permit may not transfer or assign his, her or its position on the Wait List.

(iii) Hardship Permits. If the inability to lease 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 in 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 the Community 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 Residence is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, if the Owner is in violation of the Association Legal Documents or if the Owner fails to submit an executed lawn service contract to the Board of Directors, as described below.

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 Residence was placed on the market, sell the Residence, 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 Residence within one year; or (3) an Owner dies and the Residence is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Residence once for a term not to exceed one year.

(iv) Expiration, Denials and and Revocation of Permits/Removal from the Wait List. Notwithstanding anything to the contrary herein, any Owner who owes the Association any delinquent assessments, fines, or other charges (collectively, "Assessments") shall be ineligible to receive a Leasing Permit, a Hardship Permit, or to be placed on or remain on the Wait List. Otherwise qualified Owners who have been denied a Leasing Permit, Hardship Leasing Permit, or been denied placement on or removed from the Wait List for delinquency reasons shall, upon written request following resolution of the

delinquency, be placed at the bottom of the Wait List to be issued a Leasing Permit.

Leasing Permits, Hardship Permits and placement on the Wait List are automatically revoked upon: (1) the sale or transfer of ownership or record title interest in the Residence (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Residence (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) for 90 consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Residence by the Owner; (4) the failure of an Owner to submit to the Board an executed Leasing Permit, in the form approved by the Board, within 30 days of the written notice that such Leasing Permit is available; (5) failure to submit an executed lawn service contract to the Board of Directors, as described below; or (6) the occurrence of the date referenced in a written notification by the Owner to the Board of Directors that the Owner will, as of said date, no longer need the Leasing Permit.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Permit or Hardship Leasing Permit upon the following occurrences: (1) when an Owner fails to pay all delinquent assessments, fines, or other charges owed to the Association within ten (10) days after the Association sends a written notice to the Owner stating that the Owner is more than thirty (30) days delinquent and that the Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; or (2) if the Owner or the Owner's Occupants, Lessees, Guests, or invitees violate the Declaration, Bylaws or rules and regulations of the Association in a non-monetary manner, provided, however, the Board shall first provide written notice to the Owner and provide the Owner with a right to request a hearing by providing a written request for a hearing before the Board within ten (10) days of the Board's sending of its written notice of intention to revoke the Permit. The Leasing Permit shall be revoked for such non-monetary violation if the Board so determines after a hearing, or upon the last day of the Owner's right to request a hearing if the Owner fails to request a hearing.

An Owner may apply for an additional Leasing Permit at the expiration or revocation of a previous one.

(c) General Leasing Provisions.

Leasing in the Community shall be governed by the following provisions:

(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 seven days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed Occupants of the Residence; (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. The Owner must keep the Board of Directors informed in writing of the Owner's current mailing and e-mail address for notice at all times when such

Owner's Residence is being Leased. 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 the Association Legal Documents. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant; 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 Residence, the Owner shall provide the Board with a copy of the executed lease.

All Leases shall include an acknowledgement by the Lessee that it has received and reviewed the Association Legal Documents and a covenant by the Lessee to comply with the terms of the Association Legal Documents. Any Lease of a Residence shall also be required to contain or incorporate by reference the terms set forth in Section 5(v)(3) and (4) below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the Lease by the existence of this covenant, and the Lessee, by Occupancy of the Residence, agrees to the applicability of this covenant and incorporation of the above-referenced language into the Lease. The Owner must provide the Lessee copies of the Association Legal Documents.

(ii) Lease Terms. Residences may be leased only in their entirety; no rooms or fractions of Residences may be leased without prior written Board approval. There shall be no subleasing of Residences or assignment of leases without prior written Board approval. Short-term leasing is prohibited. All leases must be for an initial term of not less than one year, except with written Board approval.

No Residence or any part thereof shall be Leased, rented, Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as any Lease, rental or Occupancy of a Residence by any person other than an Authorized Occupant or Authorized Corporate Occupant, for a period of less than thirty (30) consecutive days, except as expressly permitted herein for Guests. For purposes of clarification, the Occupancy of a Residence by any person for any period of time arranged through use of "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing" or similar websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or Occupancy is considered transient purposes and is prohibited.

If any Residence is advertised or otherwise offered for transient Leasing, rental, use or Occupancy, whether through "Airbnb," "VRBO," "HomeAway", "Flipkey", "CouchSurfing" or similar website or service, or otherwise, the Residence shall be conclusively deemed to be Leased in violation of this sub-Section 5(c)(ii), and the Association may take any enforcement action available to it hereunder against the Residence Owner and/or Occupant for such violation, including but not limited to the levying of daily fines in an amount up to the highest nightly rate at which such Residence is offered, the levying of lump sum fines, and the filing of a lawsuit to enjoin the unauthorized Leasing and require removal of any unauthorized Occupants.

(iii) Lawn Service. To ensure appropriate maintenance of the Residence in accordance with the Declaration, and for the benefit of the

Association, the Owner or Occupant is required to maintain a professional lawn service during the entire term of the lease or occupancy relationship, unless such requirement is waived by the Board of Directors in writing. The professional lawn service company shall provide all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Residence, as is necessary to keep such lawn and landscaping maintained in a condition which meets the standards for the Community established by the Association's Board of Directors. The executed lawn service contract must accompany an Owner's leasing request.

(iv) Uniform Leasing Charges. In addition to annual assessments, special assessments, Capital Contribution Assessments and other charges provided for under this Declaration, the Board of Directors shall have the authority to assess to each Residence that is Leased and/or that appears on the Waiting List in any calendar year annual Uniform Leasing Charge(s) in an amount not to exceed, per category of charge, the greater of: (1) the annual assessment for the Residence; or (2) the actual costs incurred by the Association as a result of such Owner's Leasing of his or her Residence and/or placement on the Waiting List.

The Board shall publish annually, at the same time as it issues the annual budget to the Owners, the amount of the Uniform Leasing Charge then in effect for each category (Uniform Leasing Charge, Uniform Hardship Leasing Charge and/or Leasing Wait List Uniform Charge). The applicable Uniform Leasing Charge must be paid in full on or before: (1) the Owner is placed on the Wait List; and /or (2) the date on which the Owner submits the executed Leasing Permit or Hardship Leasing Permit.

The Uniform Leasing Charge shall be imposed on a calendar year basis, with the amount due prorated for the Leasing Permits issued during the year or the Residences added to the Waiting List during a year. The Uniform Leasing Charges imposed herein are non-refundable in whole or in part.

(v) Liability for Assessments; Compliance. The Owner must provide the Occupant copies of the Association Legal Documents. The following provisions are incorporated into each lease of any Residence, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

(1) Compliance with Association Legal Documents. All terms defined in the Declaration of Protective Covenants for River's Edge Plantation are incorporated herein by this reference. All Lessees and Occupants shall comply with all provisions of the Association Legal Documents and shall control the conduct of all other Occupants and Guests of the Leased Residence in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Residence to comply with the Association Legal Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that

such Occupants of the Residence are fully liable and may be sanctioned for any such violation. If the Lessee, or a person living with the Lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner or the Lessee, and such fine may be assessed against either the Owner or Lessee, at the Board's option. If the Board determines to first assess the fine to the Lessee, and the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine.

(2) Use of Recreational Facilities. The Owner transfers and assigns to the Occupant, for the term of the lease, all rights and privileges the Owner has to use any recreational facilities on the Common Property.

(3) Liability for Assessments. When an Owner who is leasing his, her or its Residence fails to pay any annual, special or specific assessment or any other charge 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. Upon request by the Board, Lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the Lease and any other period of Occupancy by Lessee. However, Lessee shall not be required to 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 the Owner would otherwise be responsible.

(4) Enforcement. If a Residence is leased or occupied in violation of the Association Legal Documents, or if the Owner, Lessee, Occupant or guest violates the Association Legal Documents, such violation is deemed to be a default under the terms of any lease or occupancy agreement and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days notice, notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

(vi) Applicability to Certain Lease Agreements. Leases existing on the Effective Date hereof shall be subject to this Article VI, Section 5 but shall not initially be subject to the terms of sub-Section 5(b) herein; such Leases may continue in

accordance with the terms of the Declaration as existed prior to this Amendment. However, any change in Occupancy, assignment, extension, renewal, or modification of any Lease, including, but not limited to, changes in the terms or duration of Occupancy or identities of Lessees, shall be considered a termination of the old Lease and commencement of a new Lease which must comply in full with this Article VI, Section 5(b). Further, this Section shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Residence without first obtaining a permit in accordance with this Section, and any such Residence shall not be considered as being leased in determining the maximum number of Residences that may be leased in accordance with this Section.

(d) Corporate Occupancy.

If an Owner of a Residence is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then such Owner's Residence may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Article VI, Section 5 (the "Authorized Corporate Occupant").

(i) Definition. An Authorized Corporate Occupant shall only 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 that to qualify as a Authorized Corporate Occupant: (1) neither the Owner, nor any other interest holder in the Residence or in the Owner, may receive any rent or other consideration for such Occupancy; (2) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Residence must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Residence or the Authorized Corporate Occupant's Occupancy thereof; and (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Article VI, Section 5 of the Declaration, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural person proposed by Owner as the Authorized Corporate Occupant of its Residence is not: (1) the sole officer or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (2) at least a fifty percent (50%) member of an Owner that is a limited liability company; (3) at least a fifty percent (50%) member of an Owner that is a partnership; or (4) at least a fifty percent (50%) beneficiary of an Owner that is an non-revocable trust, then it shall be presumed that the designation of such natural person is not in good faith and that the natural person does not fit within the definition of Authorized Corporate Occupant hereunder. In order to overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural person as Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of Article VI, Section 5 of the Declaration, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) Designation. A Residence Owner who is not a natural person may apply to have a natural person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate

Occupant's relationship with the Owner. The Board may require submission of additional true and accurate information that the Board deems necessary, in its sole discretion, to determine whether the natural person proposed as an Authorized Corporate Occupant meets the requirements for Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but not limited to, Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members and trustees.

Upon a determination that a natural person meets the requirements of this Article VI, Section 5(d) for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural person as the Authorized Corporate Occupant of Owner's Residence. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon such person ceasing to meet the definition of Authorized Corporate Occupant set forth herein.

The designated person to Occupy a Residence shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

3.

Except as stated herein, the terms and provisions of the Declaration shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned officers of River's Edge Plantation Community Association, Inc. hereby certify that this Amendment to the Declaration of Protective Covenants for River's Edge Plantation was duly adopted by the required majority of the Association membership, with all required notices properly given.

This _____ day of _____, 20_____.

**SWORN TO AND SUBSCRIBED
BEFORE ME** this _____ day
of _____, 20_____.

**RIVER'S EDGE PLANTATION COMMUNITY
ASSOCIATION, INC.**

Witness

By: _____ (Seal)
President

Notary Public

Attest: _____ (Seal)
Secretary

[Notary Seal]

[Corporate Seal]