

AMENDMENT I

Clock#: 1541928
FILED FOR RECORD
8/26/2013 08:54am
PAID: 16.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK
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Return To:
Lazega & Johanson, LLC
3520 Piedmont Road, N.E., Suite 415
Atlanta, Georgia 30305 Attn: JSL

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STATE OF GEORGIA
COUNTY OF CHATHAM

Cross Reference: Deed Book 299 F
Page 365

**AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE RETREAT AT FOREST LAKES**
and
BYLAWS OF
THE RETREAT AT FOREST LAKES HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for The Retreat at Forest Lakes was recorded on December 19, 2005, in Deed Book 299 F, Page 365, *et seq.*, Chatham County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article XIII, Section Three of the Declaration provides that the Declaration may be amended by an instrument signed by sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes; and

WHEREAS, the Bylaws of The Retreat at Forest Lakes Homeowners Association, Inc. ("Bylaws") are recorded in Deed Book 299F, Page 391, *et seq.*, aforesaid records; and

WHEREAS, Article XVI of the Bylaws provides that the Bylaws may be amended by a majority vote of a quorum of members of The Retreat at Forest Lakes Homeowners Association, Inc. ("Association") voting in person or by proxy at a meeting, or, pursuant to O.C.G.A. Section 14-3-704, by written consent; and

WHEREAS, at least sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes desire to amend the Declaration have approved these amendments to the Declaration by a written instrument, and at least a majority of a quorum of members have approved these amendments to the Bylaws;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1.

Article I, Section One and Article II, Section Three of the Declaration and Article II, Section 2 of the Bylaws each is hereby amended by adding the following to the end thereof:

The Properties constitute a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie, 1982), as such Act may be amended from time to time. In addition to all rights and powers afforded to the Board under this Declaration and the Bylaws, the Board shall have all rights and powers afforded under the Act and Georgia law.

2.

Article II of the Declaration is hereby amended by adding the following Section Ten thereto:

THIS AMENDMENT SUBMITS THE PROPERTY 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 HOMES AT THE COMMUNITY.

Section Ten. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as such Act may be amended from time to time.

3.

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

Section One. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments provided for herein; and (iii) specific special assessments which may be assessed under this Declaration or as permitted under Section 44-3-225(a) of the Act, including, but not limited to, reasonable fines imposed by the Board for violations of the Declaration, Bylaws or Association rules.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot and Lot Owner against which each assessment is made. Such amounts shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia land records evidencing the lien created under the Act and this Declaration. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

4.

Article V, Sections Nine and Ten of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor:

Section Nine. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (1) the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments; (2) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner; (3) interest at the rate of 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date; (4) the Board may suspend voting privileges and/or Common Area use privileges of the delinquent Owner, Lot and occupants and common services provided by the Association to the Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and/or (6) the Board may take any other lawful action authorized under this Declaration, the Bylaws or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred by the Association in collecting any sums owed hereunder.

If the voting rights for a Lot have been suspended, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy, on any matter requiring or permitting a vote of the Owners or members under this Declaration or the Association Bylaws; (2) act as proxy for any other member; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a director (if serving on the Board of Directors). In establishing the total number of votes required for a quorum, or any other purposes under this Declaration or the Bylaws, such Lot shall not be counted as an eligible vote and shall not be counted for purposes of determining the total number of Lots, Owners or members on which to base the calculation of a quorum, majority or other specified voting threshold.

Section Ten. Lien Priority. The lien provided for herein shall have priority as provided in the Act. The Association shall provide statements of account upon request as provided in the Act.

BOOK
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PAGE
125

5.

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

Section Three. Amendment. This Declaration may be amended with the affirmative vote, written consent, or combination thereof, of Owners holding 2/3 of the total eligible Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Chatham County, Georgia land records. Notwithstanding the above, the Board of Directors is authorized to amend the Declaration and/or Bylaws as necessary to comply with or conform to any applicable law.

6.

Article XIII of the Declaration is hereby amended by adding the following Section Thirteen thereto:

Section Thirteen. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

7.

Article III, Section 3 of the Bylaws is hereby amended by deleting the phrase "at least fifteen (15) days before such meeting" therefrom and substituting "at least 21 days before each annual membership meeting and at least seven days before each special membership meeting" therefor.

8.

Article XI, Section 1 of the Bylaws is hereby amended by deleting the third sentence thereof in its entirety.

9.

Article XVI, Section 1 of the Bylaws is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Amendment. These Bylaws may be amended by the same procedure specified for amendments to the Declaration under Article XIII, Section Three of the Declaration.

IN WITNESS WHEREOF, the undersigned officers of The Retreat at Forest Lakes Homeowners Association, Inc., hereby certify that these amendments to the Declaration were duly approved by an instrument signed by sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes and that these amendments to the Bylaws were approved by a majority of a quorum of Association members, with any required notices duly given.

This 2nd day of August, 2013

Sworn to and subscribed before me this

2nd day of August, 2013

[Signature]
Witness

[Signature]
Notary Public

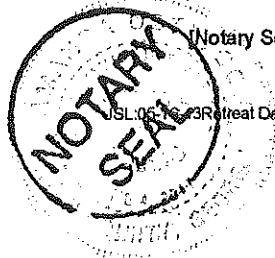
[Notary Seal]

THE RETREAT AT FOREST LAKES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]



AMENDMENT 2

Clock#: 1546284
FILED FOR RECORD
9/10/2013 08:42am
PAID: 20.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK PAGE
390 W 876

Return To:
Lazega & Johanson, LLC
3520 Piedmont Road, N.E., Suite 415
Atlanta, Georgia 30305 Attn: JSL

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STATE OF GEORGIA
COUNTY OF CHATHAM

Cross Reference: Deed Book 299 F
Page 365

**AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE RETREAT AT FOREST LAKES**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for The Retreat at Forest Lakes was recorded on December 19, 2005, in Deed Book 299 F, Page 365, et seq., Chatham County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article XIII, Section Three of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or combination thereof, of members holding 2/3 of the total eligible vote of The Retreat at Forest Lakes Homeowners Association, Inc. ("Association"); and

WHEREAS, members holding at least 2/3 of the total eligible Association vote desire to amend the Declaration and have approved this Amendment to the Declaration;

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

1.

Article IX of the Declaration is hereby amended by adding the following Section Fifteen thereto:

Section Fifteen. Leasing. To preserve the character and quality of the Properties, all leasing and occupancy of Lots at the Properties is subject to the provisions of this Section. No leasing of Lots is permitted except as provided herein. The intent of this provision is to establish a 20% limit on the number of Lots that can be leased at the Properties, grandfathering those Lots that are being lawfully leased on the Effective Date, and generally granting a limited exemption to the 20% leasing cap for certain Builder Exempt Lots defined herein.

(a) **Definitions.**

- i. "Leasing" means the regular, exclusive occupancy of a Lot by any person(s) other than: (1) the Lot Owner or a parent, child, brother, sister, grandparent, grandchild or spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board; (2) a trustee or beneficiary of an Owner that is a trust, provided that no rent or other consideration is paid or provided to the Owner in connection with that occupancy; or (3) a roommate of any of the above who also occupies the Lot as his or her primary residence. A Lot may be considered to be leased hereunder even if no rent is paid to the Owner.
- ii. "Builder Exempt Lots" mean the following Lots, all located on Regency Circle, Pooler, Georgia 31322:

105, 106, 107, 108, 115, 117, 118, 119, 120, 121, 123, 125, 150, 152, 154,
155, 156, 157, 160, 162, 164, 166, 183, and 185.

- (b) **Authorized Leasing.** Owners may lease their Lots only if they have obtained a Leasing Permit, a Builder Exempt Lot Leasing Permit, or a Hardship Leasing Permit from the Association. The Permits are not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Lots is strictly in compliance with the conditions and requirements specified in this Section. These conditions and requirements are of utmost importance in maintaining the high quality of the Properties.

- (c) **Grandfathered Owner.** Those Owners who are leasing their Lots lawfully in accordance with the Declaration on the date this Amendment is recorded in the Chatham County, Georgia land records (the "Effective Date"), comply with the terms of this Section, and, within 30 days of the Effective Date, provide the Board with a copy of their lease agreement in effect on the Effective Date, will be issued a Leasing Permit ("Grandfathered Owner"). The grandfathered Lease Permit will be revoked, and any lease of the Lot will terminate automatically upon the occurrence of any of the following: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than Owner's spouse or former spouse); (2) the date the Grandfathered Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge; or (3) the date the lease in effect on the Effective Date of this Amendment expires or the occupants of the Lot on the Effective Date of this Amendment cease to occupy the Lot.

- (d) **Builder Exempt Lot Leasing.** The Owner of the Builder Exempt Lots on the Effective Date may lease such Lots, notwithstanding the 20% leasing cap established hereunder, and the Board shall issue a Builder Exempt Lot Leasing Permit to the Owner of such Lots on the Effective Date hereof. However, the Builder Exempt Lots leased by the Owner on the Effective Date hereof shall not count towards the 20% leasing cap hereunder for determining if Owners of other Lots are eligible to obtain a Leasing Permit and are exempt from the Leasing Administration Fee provided for below. Further, notwithstanding the exemption from the 20% cap and Leasing Administration Fee, all leasing of Builder Exempt Lots must comply with all other provisions of this Section 15 and of the Declaration. The exemption from the 20% cap for Builder Exempt Lots shall expire as to each Builder Exempt Lot at the earlier of: (1) any conveyance of such Lot from the Owner on the Effective Date to any person or entity; or (2) any delinquency in the payment of assessments or other charges owed to the Association on such Lot.

- (e) **Leasing Permits.** If any other Owner requests a Leasing Permit and complies with the conditions and requirements of this Section, the Board of Directors shall issue a Leasing Permit to the Owner within 15 days of the Owner's request and compliance with the terms hereof, **if no more than 20%** of the Lots have been issued Leasing Permits or Hardship Leasing Permits. The Builder Exempt Lot Leasing Permits described in Paragraph 15(d) above will not count towards the 20% limit.

Owners who have been denied a Leasing Permit because the 20% limit is satisfied shall be placed on a waiting list to be issued such a permit, if they so 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.

The Board may revoke or 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 (the "Association Legal Instruments"). Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Owners or Lots.

- (f) **Hardships Leasing Permits.** If an Owner wishes to lease and does not satisfy the conditions and requirements for leasing under this Section, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one year or as otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such Permit is discretionary.

- (g) **Expiration and Revocation of Permits.** Leasing Permits and Hardship 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 or former spouse). Leasing Permits also expire if the Lot is not leased as provided herein within 120 days of the issuance of the Leasing Permit. The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be past due in any assessment or charge or if the Owner and/or

the Lot occupant or any guest of the Owner or occupant violates the Association Legal Instruments or any applicable laws or ordinances.

- (h) **General Leasing Provisions.** Except for roommates of an Owner as provided above, Lots may be leased only in their entirety pursuant to a single lease. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. 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 one year, except with written Board approval. Transient tenants or occupants are not permitted in Lots.

At least seven (7) days before entering into a lease of any Lot, the Owner shall provide the Board of Directors with written notice of the Owner's intention to lease his or her Lot. The notice shall include: (1) a copy of the proposed lease; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Lot; (3) the Owner's Lot address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot is leased; and (4) such other information required by the Board.

The Owner of a leased Lot shall provide the Board with a copy of the executed lease within 10 days after executing a lease for the Lot and within 10 days of request by the Board during the lease term. If any of the information regarding the occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

The provisions of the Lease Terms Exhibit attached hereto and incorporated herein by reference are incorporated into each lease of any Lot executed, modified, renewed or extended after the Effective Date of this Amendment, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Lot even if no written lease or agreement exists between the Owner and the occupant. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of \$250.00, plus additional daily fines for continued violation of these provisions.

- (i) **Leasing Administration Fee.** In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Lot shall be required to pay to the Association an annual Leasing Administration Fee in an amount established by the Board of Directors, but not to exceed \$100.00 or such higher amount as may be approved by a majority of the eligible Association members voting in person or by proxy at a duly called meeting, or by written consent or ballot in lieu of a meeting as provided in the Georgia Nonprofit Corporation Code. The Leasing Administration Fee shall be non-prorated and shall be due within 30 days of the date any lease is executed or any occupancy relationship is created hereunder. This Fee is charged with each new lease or occupancy relationship hereunder.

- (j) **Compliance and Enforcement by Association.** Occupants of Lots shall control the conduct of their families and guests to assure compliance with the Association's legal documents and shall indemnify and hold the Association harmless for any such person's failure to comply. Any violation of any provision of the Association Legal Instruments by any occupant of a Lot or person living with an occupant, shall constitute a default under the lease and authorizes the Association to declare the lease in default and terminate the lease for any such violation. The Association may bring an action against the Owner and/or occupant(s) for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of the occupant(s)), for violations of the Association Legal Instruments or the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. The Owner delegates and assigns to the Association, at the Board's discretion, the power to evict the occupant(s) on behalf of and for the benefit of the Owner. If the Association proceeds to evict the occupant(s), any cost associated therewith, including all attorneys' fees actually incurred and court costs, shall be specially assessed against Owner's Lot and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot and Owner. If any occupant, or any guest, invitee, licensee or family member of the occupant violates the Association Legal Instruments for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Declaration and Bylaws.

IN WITNESS WHEREOF, the undersigned officers of The Retreat at Forest Lakes Homeowners Association, Inc., hereby certify that this Amendment to the Declaration was duly approved by members holding at least 2/3 of the total eligible Association vote, with any required notices duly given.

This 2nd day of August, 2013.

Sworn to and subscribed before me this 2nd day of August, 2013.

[Signature]
Witness

[Signature]
Notary Public

[Notary Seal]



THE RETREAT AT FOREST LAKES HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]

Lease Terms Exhibit - Addendum to Lease
[This Addendum is required with all leases of lots at The Retreat at Forest Lakes]

This Addendum is made and entered into this _____ day of _____, 201____ by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 201____, for the lease of Landlord's lot ("Lot") at The Retreat at Forest Lakes, by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree that The Retreat at Forest Lakes Homeowners Association, Inc. (the "Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum and with the Declaration of Covenants, Conditions, and Restrictions for The Retreat at Forest Lakes Homeowners Association, Inc., the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

2. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the benefit of Landlord. If the Association proceeds to evict Tenant, any cost associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Lot and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Lot and Landlord. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, Bylaws or Association rules for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.

3. **PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the owner of the Lot during the term of this Lease and any other period of occupancy by Tenant.

4. **MAINTENANCE AND INDEMNIFICATION.** Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Area affecting the Lot which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or Properties of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

5. **USE OF COMMON AREA.** Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Area use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. **SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety on the Properties. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Properties. Landlord and Tenant shall be responsible to protect their person and Properties and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

Name: _____
(Please Print)

NAME(S): _____ (Please Print)

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