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September 25, 2018

Crest Ridge Owner

Re: Proposed Amendments to the Declaration and By-Laws of the Crest Ridge HOA, Inc.

Dear Owner:

The Board of Directors of Crest Ridge HOA, Inc. asked that I write to you concerning several very important Amendments to the Declaration of Covenants, Conditions and Restrictions for Crest Ridge Subdivision and By-Laws of Crest Ridge HOA, Inc. being proposed by the Board. These Amendments include adopting the Georgia Property Owners Association Act ("POA") and clarifying and in some cases enhancing regulations on leasing, maintenance, parking and pets in the Crest Ridge Community, each of which are discussed below.

I. POA Amendment

The Board is proposing to amend the Declaration and By-Laws to adopt the Georgia Property Owners' Association Act ("POA"). The POA is a Georgia law crafted specifically for homeowner associations to provide greater assessment collection and enforcement powers against delinquent or violating owners. This proposed Amendment clarifies these rights and procedures and brings the Association's covenants up to date with current community association standards in Georgia. A few of the specific benefits of adopting this Amendment that the POA will provide to the Crest Ridge Community include automatic liens on properties of delinquent owners, consistent late fee and interest amounts to be charged against overdue balances, and the power to foreclose on units whose owners refuse to satisfy their delinquent balances after numerous attempts at collections.

Additionally, one of the most important benefits of conforming to the POA is that it will allow Crest Ridge to remain competitive with neighboring communities that have already adopted the POA, which effectively preserves and in some cases enhances your property values and those of the Crest Ridge Community as a whole. In a market where buyers are consistently favoring communities with low delinquency rates and healthy enforcement powers, the choice to not adopt the POA could place the Community at a disadvantage. After more than 20 years of practice in community association law, our experience indicates that communities with clear, updated covenants and tight regulations on delinquent owners are some of the most sought after and highly valued properties.

The Board believes that any provisions which reduce community delinquencies and violations will benefit those members who responsibly pay their assessments and comply with community regulations. When owners refuse to pay their assessments, other members of the community are ultimately forced to subsidize a portion of their delinquent neighbors' costs of living, which is neither equitable nor a sustainable practice for a prosperous community.

II. Leasing Amendment

The current Crest Ridge legal documents provide no control over leasing of homes or provisions to deal with tenants who may create problems in the Community. Generally, communities with uninhibited leasing experience increased numbers of residents who care little about the properties they are renting or the community's future success, giving rise to elevated levels of covenant and rule violations, which altogether can adversely affect property values, sales and insurance. Primarily owner-occupied communities with very limited leasing tend to eliminate these issues, which protects property values and fosters long-term growth and development.

Accordingly, the Board believes it is important to regulate leasing in the Community and for owners who lease to be responsible for the conduct of their tenants. Towards that end, the Board is proposing the enclosed Amendment adding a provision governing leasing in the Community. This new provision limits leasing to 2 homes in

the Community, but authorizes the Board to allow up to 2 additional variances for temporary leasing in cases of undue hardship. To be permitted to lease, an owner must both have owned and occupied the Lot for at least 12 months and be current in the payment of assessments. Furthermore, owners are responsible for ensuring their tenants comply with all Association rules and regulations. However, all owners that are currently leasing their Lots upon the Effective Date of this Amendment shall be permitted to continue to lease their Lots for a specified time period as described in the Amendment without securing a leasing permit as long as the owner complies with certain conditions to qualify as a Grandfathered Owner as outlined in the Amendment, including but not limited to submitting a copy of the lease to the Association within 30 days of the Effective Date of the Amendment.

Additionally, this Amendment establishes a due process procedure to ensure fair but effective enforcement procedures for violations. And, to offset time and resources spent by the Association related to administering and monitoring leasing, owners who lease would be required to pay the Association a leasing administration fee in an amount to be determined by the Board but not to exceed \$350.00 for each year that a Lot is leased.

III. Maintenance, Parking & Pet Amendments

In addition to the foregoing Amendments, the Board is also proposing changes to the maintenance, parking and pet provisions in the Crest Ridge Declaration. First, this Amendment updates the maintenance provisions of the Declaration in Article VI to clarify the maintenance and repair responsibilities in the Community. While the Association continues to remain responsible for maintenance of the Common Areas and owners remain responsible for maintenance of the individual Lots, this amended provision provides much needed clarity in distinctly and clearly separating these obligations.

The Amendment further provides for revisions and updates to the parking provision in Article VIII, Section 7 of the Declaration. The Board is proposing this Amendment in light of increasing concerns and parking-related issues in the Community, including but not limited to parking of numerous vehicles on lawns, rather than driveways, and the presence of numerous parked vehicles on lots that overflow onto the streets and impede the free flow of traffic. The purpose of this amended provision is to not only address the aesthetic concerns with vehicles parked on front lawns and the presence of certain types of vehicles in the Community, but also to promote the safety of all Community residents by establishing clear guidelines specifying designated areas where vehicles may be parked.

Finally, the Board is proposing an Amendment to the pet provision in Article VIII, Section 11 of the Declaration. This amended provision provides for regulations as to the keeping of a certain number of animals on Lots and the obligations of all pet owners to ensure their pets are secure and do not pose a danger to the Community. A few of these new requirements include, but are not limited to, a prohibition on keeping, breeding or maintaining any pet for commercial purposes, limitations on pet housing, and requirements for control of pets while outside the owner's dwelling, along with a restriction on the keeping of dangerous dogs in the Community and a requirement that owners remain responsible for cleaning up pet feces left on common areas. Most of these new requirements are directly in-line with the local Cobb County ordinances. While owners must already comply with most of these regulations under the law, the Board believes it is important to outline these requirements in the Declaration so all current and future owners and residents are on notice of these direct requirements.

As discussed above, the Board believes these Amendments are vital for the future of your Community and urges you to approve these Amendments. While this letter provides a brief summary of the changes to the governing documents, please review each Amendment carefully and feel free to reach out to any member of the Board with questions.

Voting on these Amendments will be separate. However, the Leasing, Maintenance, Parking and Pet Amendments may only be approved if the POA Amendment is also approved. This means that if you support the Leasing, Maintenance, Parking or Pet Amendments, you must also ensure that you vote in favor of adopting the POA Amendment.

The POA Amendment seeks to amend provisions in both the Declaration and the By-Laws, which include different voting thresholds for amendments to the respective documents. In order to adopt the POA, at least 75% of the Owners must vote to approve the Amendments to the Declaration and at least 51% of the Owners must vote to approve the Amendments to the By-Laws. If a sufficient number of votes are cast to approve the POA Amendment, then at least 67% of the Owners must vote to approve the Leasing, Maintenance, Parking and Pet Amendments, which owners can vote for separately as provided for on the consent voting form.

Enclosed is a consent form for you to cast your vote for these Amendments. Please review all of the Amendments carefully and return the consent form **on or before November 30, 2018** to the Association's Board Secretary, Nija Green, at P.O. Box 1761, Smyrna, Georgia 30081-1761. Please understand that the Board reserves the right to extend the date of return of the consent voting forms upon written notice to the members through the Association's website, www.crestridgehoa.com. The Board appreciates your support.

If you have any questions about these Amendments, please contact any member of the Board.

Sincerely,

Kathryn K. Roberts

Kathryn K. Roberts

Enclosure
cc: Board of Directors