



October 9, 2019

Deer Valley Owner

Re: Deer Valley Community Association, Inc.;
Proposed Amendments to Declaration for Deer Valley Community

Dear Deer Valley Owner:

The Board of Directors of Deer Valley Community Association, Inc. is proposing a First Amendment to the Amended and Restated Declaration of Protective Covenants for Deer Valley. A copy of this proposed First Amendment is enclosed. The Board encourages each of you to read these documents carefully and contact any Board member with any questions or concerns you may have. Once you complete your review, the Board strongly encourages you to sign the enclosed Written Consent Form approving the Amendments.

The changes proposed in the First Amendment include the following:

- (1) Number of Occupants: The number of individuals living in a house in the Community will be capped at two (2) occupants per bedroom. This is to ensure that homes in the Community are not used for the purpose of operating a multifamily rental unit.
- (2) Leasing Restrictions: This provision is proposed in order to establish a written procedure on how leasing of houses in the Community is conducted and sets a cap on how many houses can be leased at any given time in order to manage leasing of houses in the Community. Many community associations in Georgia have such a leasing restriction provision in place so that the Association can reasonably control the leasing of houses in the Community so that the Community remains a primarily owner-occupied neighborhood with individuals who are invested in the area. The proposed cap on the total number of houses that can be leased at any one time is ten percent (10%). This cap includes new leasing permits that are granted as well as the houses that are already leased at the time the Amendments are recorded with the land records of Gwinnett County. The houses that are already leased will be “grand-fathered” in and the “grand-fathered” status will expire when the lot is sold or transferred to anyone other than the owner’s spouse or when the owner fails to lease the house for 120 consecutive days. The provision also allows the Board to grant a leasing permit when the owner is able to show that he or she is under hardship that requires him or her to lease the house. In addition, the Amendment addresses common leasing restriction loopholes often used to avoid leasing restrictions. The Amendment requires that Corporate Occupants have some relation to the corporation that owns the Lot on which they live and clarify the definition of “Owner,” “Occupant,” and “Authorized Corporate Occupant.” The Amendment further clarifies that short-term leasing, such as through AirBnB.com, is not permitted.

The Board believes that the proposed Amendments are important for our community and the operation of our Association and provide fairness for all owners. To be adopted, 2/3 of the owners must approve the changes. Please review the Amendments carefully for the details of the proposed changes and complete and return your signed Written Consent form to Deer Valley Community Association, Inc., c/o Beth Barrett, Community Management Associates, 1465 Northside Drive, Suite 128, Atlanta, GA 30318. The voting will remain open until the necessary number of ballots is returned. Should you have any questions about the Amendments or the voting process, please contact any Board member or member of the management team. Thank you for your support!

Sincerely,

Board of Directors Deer Valley Community Association, Inc.

OWNER WRITTEN CONSENT FORM
AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS FOR DEER VALLEY

Background and Instructions: The Board of Directors for Deer Valley Community Association, Inc. is proposing an amendment (the "Amendment") to the Amended and Restated Declaration of Protective Covenants for Deer Valley ("Declaration") for the purpose of adding leasing and occupancy restrictions to the Declaration and to provide a transparent system of leasing opportunity which will cap rentals to no more than ten (10%) percent of the Lots, except in cases of undue hardship. Any Owner currently leasing his or her Lot as of the date the Amendment goes into effect will continue to be able to lease the Lot under Grandfathering provisions of the Amendment.

Each member may vote for the Amendment by signing this written approval of and consent to the Amendment. Please review the enclosed Amendment carefully and indicate your approval or disapproval in the spaces indicated below. Should you have any questions about the proposed changes, please contact any Board member or the Community Manager.

The undersigned, as an Owner of a Lot in the Deer Valley Community and a member of Deer Valley Community Association, Inc., hereby acknowledges that I have been furnished a copy of the proposed Amendment concerning leasing and occupancy.

The undersigned further acknowledges by execution of this consent that Owner approval of the proposed Amendment to the Declaration will be valid only when the number of consents approving the Amendment equals or exceeds the approval and agreement of the Owners of Lots to which two-thirds (2/3rds) of the votes in the Association pertain. Whether the majority of the Owners required to approve the Amendment have agreed will be determined as of the date that the last Written Consent Form necessary to approve or defeat the Amendment is returned to the Association, which date shall also serve as the record date for determining which Owners are entitled to take this action by written consent. This Written Consent Form shall also have the effect of a membership vote at a meeting of the Members of Association and shall be allowed to be submitted in written or electronic form. I hereby provide my written consent and agree as set forth below:

CHECK ONE FOR THE PROPOSED AMENDMENT:

YES, I agree, approve and consent to the above-described Amendment to the Declaration.

NO, I do not agree, approve or consent to the above-described Amendment to the Declaration.

Owner Name (Print)

Date

Signature

Deer Valley Lot Address

Please complete this Written Ballot and return it to:

**Community Management Associates,
Attn: Beth Barrett,
1465 Northside Drive, Suite 128,
Atlanta, GA 30318 or
via email to bbarrett@cmacommunities.com**

Or hand deliver this ballot to any Board Member.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: NowackHoward, LLC
Resurgens Plaza, Suite 1250
945 East Paces Ferry Road, NE
Atlanta, GA 30326
Attn: RFD

STATE OF GEORGIA

CROSS-REFERENCE: Deed Book 11135

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COUNTY OF GWINNETT

Deed Book 38882

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**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS FOR DEER VALLEY**

WHEREAS, Level Creek Development Co., Inc. a Georgia corporation, recorded a Declaration of Protective Covenants for Deer Valley Community on March 8, 1995, in Deed Book 11135, Page 122, et seq., Gwinnett County, Georgia Records (“Declaration”); and

WHEREAS, the Declaration was amended by the Amendment to the Declaration of Protective Covenants for Deer Valley recorded on May 8, 1998, in Deed Book 16033, Page 84, et seq., Gwinnett County, Georgia Records (“First Amendment”); and

WHEREAS, the Declaration was further amended by the Second Amendment to the Declaration of Protective Covenants for Deer Valley and the Amended and Restated Declaration of Protective Covenants for Deer Valley recorded on July 1, 2004, in Deed Book 38882, Page 242, et seq., Gwinnett County, Georgia Records, (“Second Amendment”; said Declaration, First Amendment, and Second Amendment collectively referred to as the “Declaration”); and

WHEREAS, Article XIII, Section 3 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent of Owners of at least two-thirds (2/3) of the Lots in the Deer Valley Community; and

WHEREAS, Owners of at least two-thirds (2/3) of the Lots in the Deer Valley Community desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this amendment is not material as to any Eligible Holder in that it does not alter, modify, change or rescind any right, title interest or privilege held by any Eligible Holder; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify,

change or rescind any right, title, interest or privilege held by any such Eligible Holder without such Eligible Holder's consent in writing to this amendment, then this amendment shall not be binding on the Eligible Holder so involved, unless such Eligible Holder consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Holder;

NOW, THEREFORE, the Amended and Restated Declaration of Protective Covenants for Deer Valley is hereby amended as follows:

1.

Article V of the Declaration, *Use Restrictions and Rules*, is hereby amended by adding to the end thereof the following Section 23, *Number of Occupants*:

Section 23. Number of Occupants. The maximum number of occupants in a dwelling within the Community shall be limited to two (2) people per bedroom. "Occupancy," for purposes of this Section 23 only, shall be defined as staying overnight in a dwelling within the Community for a total of more than thirty (30) days, either consecutive or non-consecutive, in any one year period. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Acts or any amendments thereto.

2.

Article V of the Declaration is hereby further amended by adding to the end thereto the following Section 24, *Leasing and Occupancy Restrictions*:

Section 24. Leasing and Occupancy Restrictions. In order to protect the equity of the individual Owners in the Deer Valley Community, and to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Section. **Except as provided herein, leasing of Lots is prohibited.**

(a) **Definitions.**

(i) "Authorized Corporate Occupant" is as defined in Section 24(e) hereof. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(ii) "Effective Date" means the date this Amendment is recorded in the Gwinnett County, Georgia land records.

(iii) "Family Member" shall be defined as an Owner's parent or parent-in-law; an Owner's spouse; or an Owner's child or step-child.

(iv) "Grandfathered Owner" means any Owner who is Leasing his or her Lot in compliance with the Declaration, pursuant to a written lease entered into prior to the Effective Date, and with tenants Occupying the Lot under such written lease prior to the Effective Date, may qualify as a Grandfathered Owner if such Owner, within 30 days of the Effective Date, provides the

Board with a copy of the written lease in effect prior to the Effective Date. Grandfathering shall apply only to the Lot owned and being Leased by such Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse), or (2) the date the Grandfathered Owner is shown on the Association's books and records to be more than sixty (60) days past due in the payment of any assessment or charge, (3) the date the Grandfathered Owner occupies the Grandfathered Lot as his or her primary residence for more than 30 days; or (3) the date that is three (3) years from the Effective Date. Upon any such event, the Lot shall automatically lose grandfathering hereunder and shall be subject to subsection (b) below.

(v) "Grandfathered Lot" means the Lot owned and leased by a Grandfathered Owner on the Effective Date hereof.

(vi) "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 Lot; (b) Occupies the Lot on a temporary basis for less than ninety (90) 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 Lot, 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 Lot 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.

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

(viii) "Leasing" is defined as the Occupancy of a Lot by any person(s) other than: (1) the Owner or a Family Member of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Lot's Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Lot at the same time as the Roommate or Guest; (ii) uses the Lot as his/her primary residence; and (iii) Occupies the Lot for at least eight (8) months out of each calendar year. Leasing includes any such Occupancy under a lease purchase agreement.

(ix) "Occupant" means any person who stays or remains at a Lot overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Lot for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Lot 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 Lot is considered Leasing which is prohibited under this Section 24.

(x) "Roommate" shall be defined as any person who Occupies a Lot 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 Lot for a period of at least ninety (90) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also Occupies the Lot. Persons Occupying a Lot 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) **Leasing Permit and Restriction.** No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

Non-Grandfathered Owners who want to lease their Lots 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 Lot, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All leasing permits and hardship leasing 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 a permit was issued to the Owner’s predecessor-in-title).

An Owner’s request for a leasing permit shall be approved if the number of current, outstanding permits issued plus Grandfathered Lots is no more than 10% of the Lots.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner’s spouse); or (2) the failure of an Owner to lease his or her Lot for one hundred twenty (120) consecutive days at any time after the issuance of a leasing permit. The leasing permit issued to a Non-Grandfathered Owner shall be limited to three years (1,095 days) of occupancy by a tenant or tenants. In calculating the three years, the time a Lot is unoccupied, as provided above, following the move out of a tenant, shall not be counted.

If the number of current leasing permits issued and Grandfathered Lots is more than 10% of the Lots, then no additional leasing permits shall be issued (except for hardship leasing permits) until that number falls below 10% of the Lots. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued a permit, if they so desire, when such number falls below 10% of the Lots. 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.

(c) **Hardship Leasing Permits.** If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits 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 the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner’s ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A “hardship” as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within one (1) year 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) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

(d) **Leasing Provisions.** Leasing, including Leasing by Grandfathered Owners, shall be governed by the following provisions:

(i) **Notice.** At least ten (10) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) **General.** Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. 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. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) **Short-Term Leasing Prohibited.** All Leases must be for an initial term of not less than one (1) year, except with written Board approval. No Lot 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 Lot 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 Lot 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 Lot 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 Lot shall be conclusively deemed to be Leased in violation of this sub-Section 24(d)(iii), and the Association may take any enforcement action available to it hereunder against the Lot 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 Lot 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.

(iv) **Liability for Assessments; Compliance.** Each Owner covenants and agrees that

any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Section or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a common expense, subject to the provisions of this Declaration and the Bylaws.

If a Lot is leased or occupied in violation of this Section, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

(B) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(C) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special 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, and, 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 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. 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 he or she would otherwise be responsible.

(e) **Corporate Occupancy.**

If an Owner of a Lot is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then such Owner's Lot may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Section 24(e) (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 Lot 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 Lot must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Lot 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 Section 24 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 Lot 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 Section 24 of the Declaration, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) Designation. A Lot 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 Section 24(e) 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 Lot. 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 Lot shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

(f) **Applicability of this Section**. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Lot without first obtaining a permit in accordance with this Section, and any such Lot shall not be considered as being leased in determining the maximum number of Lots that may be leased in accordance with this Section.

3.

Except as stated herein, the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of the Deer Valley Community Association, Inc., hereby certify that the above First Amendment to the Amended and Restated Declaration of Protective Covenants for Deer Valley was duly adopted by the required majority of the Association and its membership, with proper notices given.

This _____ day of _____, 201__.

ASSOCIATION: DEER VALLEY COMMUNITY ASSOCIATION, INC.

SWORN TO AND SUBSCRIBED
BEFORE ME this _____ day
of _____, 201__.

By: _____(SEAL)
President

Witness

Attest: _____(SEAL)
Secretary

Notary Public

[CORPORATE SEAL]

[NOTARY SEAL]