**BALLENTINE POINTE HOMEOWNERS ASSOCIATION, INC.**

April 17, 2020

Lot Owner

Ballentine Pointe

Re: Proposed Amendments to the Declaration

Dear Lot Owner:

The Board of Directors (“Board”) of Ballentine Pointe Homeowners Association, Inc. (“Association”) is proposing two important amendments to the Declaration of Covenants, Conditions and Restrictions for Ballentine Pointe (“Declaration”). Specifically, the amendments are to: (1) submit the Association to the Georgia Property Owners’ Association Act (“POA”); and (2) restrict leasing within the Community, including short-term rentals. The purpose of this correspondence is not only to seek your vote on these amendments, but also to explain why the Board strongly believes that approving them is in the Association’s best interest. The details on each proposed amendment are as follows:

**Amendment #1: Submit to the POA**

* It is common practice for homeowners’ associations to submit to the POA. The POA was passed by the Georgia Legislature in 1994 primarily to give homeowner associations more tools and support when enforcing their governing documents. For example, submitting to the POA would give the Board additional enforcement power for collecting on delinquent accounts, which in turn lessens the burden placed on Owners who stay current with their assessments.
* Another important reason for submitting to the POA is that it is a prerequisite to ensuring that amendments that place greater use restrictions on property are binding on all the lots in a homeowner’s association. For example, if Ballentine Pointe does not submit to the POA, the leasing amendment below will only apply to those Owners who expressly vote in favor of it. If this happens, however, the Association will not record the amendment because it will not restrict leasing for all Owners as intended. **In other words, the POA amendment must pass in order for the leasing amendment below to pass**. This underlying rule comes from the Georgia Court of Appeals decision in *Charter Club on the River Homeowners Association, Inc. v. Walker*, 689 S.E.2d 344 (2009).
* Please note, if the POA and leasing amendments are both approved at the same time, the Association will file the POA amendment in the land records first, and then it will subsequently file the leasing amendment as a separate document. This is why the enclosed POA amendment is referred to as the “Second Amendment” and the enclosed leasing amendment is referred to as the “Third Amendment.”
* Finally, the supplemental change to Paragraph 21 of the Declaration is included as part of conforming the Declaration to the POA in the “Second Amendment.”

**Amendment #2: Add a leasing restriction**

* The Declaration currently provides no control over leasing within Ballentine Pointe. This can adversely affect mortgages, sales and insurance. The Board believes that it is important to restrict the number of Lots that can be leased in the Community, and it thinks the best way to do so is by using Leasing Permits to identify investor Owners.
* The leasing amendment to the Declaration will prohibit leasing of Lots to no more than twenty percent (20%) of the Lots in Ballentine Pointe, except with Board approval in cases of undue hardship. Owners who are currently leasing legally will be grandfathered in and will keep their Leasing Permit so long as they provide a copy of the lease currently in effect within thirty (30) days after the amendment is recorded in the Paulding County, Georgia land records. Grandfathered Owners will remain grandfathered until the earlier of the following: (1) the date that the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner’s spouse or former spouse); (2) the date that the Grandfathered Owner is shown on the books and records of the Association as being more than thirty (30) days delinquent in the payment of any assessments or other charges owed to the Association hereunder; (3) the date that the Grandfathered Owner is shown on the books and records of the Association of failing to maintain a lease for more than ninety (90) consecutive days at any point after Grandfathering status is established; (4) the date that the Grandfathered Owner and/or Lot occupant, or any guest of the Grandfathered Owner or Occupant, is shown to have committed an egregious violation of the Declaration, Bylaws, rules and regulations of the Association, or any other applicable laws or ordinances; or (5) the date that the Grandfathered Owner occupies the Lot as his or her primary residence.
* All hardship leases will be issued on a case-by-case basis. To be permitted to lease, an Owner must be current in the payment of assessments, and Owners are responsible for making sure that their tenants comply with all governing documents for the Association.

The Board considers these amendments to be important for Ballentine Pointe and thus urges you to approve them. In addition, the Board has determined that the most efficient process for voting on the proposed amendments is by action outside of a special meeting by written consent. Owners entitled to cast one third (1/3) of the total eligible Association vote are required to respond in order to satisfy the quorum requirements in the Bylaws of Ballentine Pointe Homeowners Association, Inc., **however, the foregoing proposed amendments to the Declaration require approval from Owners holding at least sixty-seven (67%) percent of the total votes**. Please vote on the proposed amendments by completing the enclosed written consent form and returning it by the means specified therein. The foregoing is only a brief summary, so the actual proposed amendments are enclosed for your review. The Board is requesting that all Owners return their written consent no later than **June 30, 2020**. The Board reserves the right to extend this deadline as may be necessary to obtain consents.

If you have any questions, please contact our property manager, Tonicia Keeton, at (678) 248-8858 or [tkeeton@homesideproperties.com](mailto:tkeeton@homesideproperties.com).

Sincerely,

Board of Directors

Ballentine Pointe Homeowners Association, Inc.

Enclosures