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Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to:

GADDIS & LANIER, LLC  
3348 Peachtree Road, N.E.  
Tower Place 200, Suite 700  
Atlanta, Georgia 30326  
Attn: Kim Gaddis

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 42074  
Page 456

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR  
VICTORIA HEIGHTS, A CONDOMINIUM**

**WHEREAS**, Kings Santa Fe Townhomes, LLC, a Georgia limited liability company, ("Declarant") recorded a Declaration of Condominium for Victoria Heights, A Condominium, on March 6, 2006, in Deed Book 42074, Page 456, et seq., in the Fulton County, Georgia land records ("Declaration");

**WHEREAS**, Paragraph 22 of the Declaration provides that the Declarant or the Board of Directors without the necessity of a vote of the Owners. may amend the Declaration to comply with any applicable state, city or federal law and/or to bring the Condominium into compliance with applicable guidelines of Federal National Mortgage Association ("Fannie Mae") or Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA"); and

**WHEREAS, WHEREAS**, this amendment does not apply to Kings Santa Fe Townhomes, LLC ("Developer") and the Developer has the right to lease any unsold Developer units for as long as the Developer owns said units;

**WHEREAS**, Paragraph 22 of the Declaration further provides that as long as Fremont Loan remains on the Property at the time of any proposed amendment to the Declaration, Fremont's written consent must be obtained in order for such amendment to be enforceable against or binding upon Fremont;

**WHEREAS**, the Declarant no longer has the right to appoint any directors and officers of the Association and Fremont Loan no longer remains on the Property; and

**WHEREAS**, this amendment does not materially and adversely affect the security title and interest of any eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that these amendments materially

and adversely affect the security title or interest of any eligible Mortgage Holder without such eligible Mortgage Holder's consent to this amendment, then these amendments shall not be binding on the eligible Mortgage Holder so involved, unless such eligible Mortgage Holder consents to these amendments; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected eligible Mortgage Holder;

**WHEREAS**, Fremont Loan no longer remains on the Property at the time of these amendments;

**WHEREAS**, the members of the Board of Directors desire to amend the Declaration and have approved these amendments in accordance with Paragraph 22 of the Declaration in order to bring the owner-occupancy levels of the community in line with Fannie Mae, Freddie Mac, HUD and VA Guidelines; and

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

1.

**Paragraph 15 of the Declaration is hereby deleted in its entirety and the following new Paragraph 15 is substituted therefore:**

**15. LEASING AND OCCUPANCY.**

To preserve the character of the Condominium as predominantly owner-occupied, the Leasing of Units is limited to the number of owner-occupied units required by Federal National Mortgage Association ("Fannie Mae") or Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") Guidelines (collectively referred to as the "Guidelines").

- (l) "Leasing" means the regular, exclusive occupancy of a Unit by any Person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Unit as his or her primary residence. An Authorized Corporate Occupant shall 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 the Owner receives no rent or other consideration for such occupancy.

The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A Person's designation as an Authorized



Corporate Occupant shall terminate automatically upon the termination of such Person's relationship with the entity holding record title to the Unit.

(a) Permitted Leasing. Leasing of Units is allowed only in accordance with the percentages authorized by the Guidelines and by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (3) any eligible Mortgage Holder who becomes the Owner of a Unit in satisfaction of its Mortgage. Hardship Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where such permit was issued to the Owner's predecessor-in-title).

(b) 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 Condominium 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 Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of the Declaration, Bylaws, Articles and rules.

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

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

(a) Expiration and Revocation of Permits. Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Unit for 120 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Unit by the Owner.

A Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for an additional Hardship Permit at the expiration or revocation of a previous one.

(c) General Leasing 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 (7) 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 the proposed tenants and all other Occupants of the Unit; (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. 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 Declaration, Bylaws, Articles and rules. Nothing herein gives the Board the right to approve or disapprove a proposed tenant; 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 Unit, the Owner shall provide the Board with a copy of the executed lease.

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

(iii) Liability for Assessments; Compliance. The Owner must provide the tenant copies of the Declaration, Bylaws, Articles and rules. The following provisions are incorporated into each lease of any Unit, 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:

(A) Compliance with Declaration, Bylaws, Articles and Rules. All terms defined in the Declaration of Condominium for Victoria Heights Condominium are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, Bylaws, Articles and rules. The Owner and tenant also are responsible for violations by any Occupants and guests of the Unit; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of the Declaration, Bylaws, Articles and rules, or if the Owner, tenant, Occupant or guest violates the Declaration, Bylaws, Articles and rules, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Declaration, Bylaws, Articles and rules.

(B) Use of Common Elements. The Owner transfers and assigns to the tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements and any and all facilities located thereon.



(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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 the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the 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.

(d) Enforcement. If a Unit is leased or occupied in violation of the Declaration, Bylaws, Articles and rules, or if the Owner, Occupant or guest violates the Declaration, Bylaws, Articles and rules, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupant. 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.

(e) Grandfathering Definitions.

(i) "Grandfathered Owner" means an Owner who owns his or her Unit as of the date of this amendment. A Grandfathered Owner shall be permitted to lease his or her Unit subject to the General Leasing Provisions herein for so long as the Grandfathered Owner owns his or her Unit, and shall not be subject to this Section. A Grandfathered Owner loses his or her status as a Grandfathered Owner upon the transfer, sale or conveyance of his or her Unit.

(ii) "Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.

**IN WITNESS WHEREOF,** the undersigned officers of Victoria Heights Condominium Association, Inc., hereby certify that the above amendment to the Declaration were duly adopted by the required majority of the Association's Board of Directors with any required notices duly given.

This 10<sup>th</sup> day of February, 2011.

Sworn to and subscribed before me  
this 10 day of February,  
2011.

Arist Knell

Witness

Tamara E Quinn Attest:  
Notary Public



**VICTORIA HEIGHTS CONDOMINIUM  
ASSOCIATION, INC.**

By: [Signature] (Seal)  
President

[Signature] (Seal)  
Secretary  
[Corporate Seal]