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Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

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

[Space Above Reserved for Recording Data]

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 14391
Page 4669

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM FOR GARDEN VILLAS**

WHEREAS, the Amended and Restated Declaration of Condominium for Garden Villas was recorded on September 25, 2006 in Deed Book 14391, Page 4669, *et seq.*, Cobb County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Paragraph 21 of the Declaration provides for amendment to the Declaration with the affirmative vote, written consent, or combination thereof, of members of Garden Villas Condominium Association, Inc. ("Association") holding two-thirds (2/3) of the total eligible Association vote; and

WHEREAS, members holding at least two-thirds (2/3) of the total eligible Association vote desire to amend the Declaration and have approved or have been deemed to have consented to and approved this Amendment; and

WHEREAS, this Amendment is not made without the approval of any Eligible Mortgage Holders, and this Amendment is not material with respect to Eligible Mortgage Holders in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's consent, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; 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 Mortgage Holder;

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

1.

Paragraph 13 of the Declaration is hereby amended by deleting that Paragraph in its entirety and substituting the following therefor:

13. **Leasing.** To preserve the character, quality and value of the Condominium, all leasing and occupancy of Units at the Condominium is subject to the provisions of this Paragraph. **No leasing of Units is permitted except as provided herein.** The intent of this provision is to establish a 28 Unit leasing limit at the Condominium, to give new Owners a fair opportunity to lease by limiting the duration of leasing permits to new Owners, to provide certain grandfathering to all Owners who own their Units or are contract purchasers of Units on the Effective Date (as hereinafter defined), and to provide the Board flexibility to allow leasing of Units in certain undue hardship situations.

(a) **Definitions.**

(i) **"Effective Date"** means the date that this Amendment is recorded in the Cobb County, Georgia land records.

(ii) **"Grandfathered Owner"** means an Owner who either: (1) is a Unit Owner on the Effective Date and is current in the payment of all assessments and other charges owed to the Association; or (2)

becomes the Owner of a Unit within 60 days of the Effective Date pursuant to a purchase contract executed and provided to the Board of Directors prior to the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person or entity; (2) the date that the Grandfathered Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder; or (3) after 10 days' written notice from the Association if the Grandfathered Owner or the tenant violates the Declaration, Bylaws, Association rules and regulations, or any applicable laws or ordinances. Grandfathered Owners do not need a Leasing Permit or Hardship Leasing Permit to lease their Grandfathered Units, but Grandfathered Owners who lease their Units must comply with subparagraph (e) below and do not count toward the 28 Unit leasing cap or limit provided for herein.

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

(iv) "Leasing" means the occupancy of a Unit by any person(s) other than: (1) the Unit Owner or a parent, child 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; or (3) a roommate of any of the above who also occupies the Unit as his or her primary residence. A Unit may be considered to be leased hereunder even if no rent is paid to the Owner. Lease-purchase agreements or lease with an option to purchase agreements are also considered a lease hereunder, unless otherwise permitted by the Board of Director.

(b) Authorized Leasing. No Owner may lease a Unit unless: (1) the Owner is a Grandfathered Owner leasing a Grandfathered Unit; (2) the Owner has requested and obtained either a Leasing Permit or a Hardship Leasing Permit from the Board of Directors as provided below; or (3) the Owner or Lessee of the Unit is the Association. The Leasing Permit is 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 Units is strictly in compliance with the conditions and requirements specified in this Paragraph. These conditions and requirements are of utmost importance in maintaining the high quality of the Condominium.

(c) Leasing Permits. A non-Grandfathered Owner who wishes to lease a Unit may request a Leasing Permit from the Board. The Board of Directors will approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits at such time is 27 or fewer. Notwithstanding the above, the Board may deny a Leasing Permit to any Owner or revoke any Leasing Permit 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, or any Association rules and regulations.

If the total number of current, outstanding Leasing Permits plus the number of Grandfathered Owners leasing their Units is 28 or more, then no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the total number of current, outstanding Leasing Permits drops below 28.

Owners who have requested and been denied a Leasing Permit hereunder shall be placed on a waiting list to be issued a Leasing 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.

Leasing 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, former spouse, parent, grandparent, child, grandchild, brother or sister); (2) such time as the Unit is not subject to an authorized and approved lease and occupied by such tenant(s) for 120 consecutive days, regardless of any transfer of ownership of the Unit; or (3) four years from the date of 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 more than 30 days past due in any assessment or charge, or if the Owner or tenant violates the Declaration, Bylaws, any Association rules and regulations, or any applicable laws or ordinances.

Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferrable to or between either Units, Owners, or successors in title to the same Unit.

(d) Hardship Leasing Permits. For a non-Grandfathered Owner, if the failure to lease will result in an undue hardship to the Owner, and the Owner is not eligible for a Leasing Permit, 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 Condominium 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. 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 or subsequent Hardship Leasing Permits after one has been issued; such permit is discretionary.

The Board shall have broad discretion in determining what constitutes an undue hardship, but a "hardship" as described herein shall include, but not be limited to, situations where an Owner dies and the Unit is being administered by his or her estate.

Hardship Leasing Permits shall be valid for a term of one year, unless otherwise approved in writing by the Board. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit, if the circumstances warrant.

Hardship Leasing Permits are automatically revoked: (1) if the Unit is not subject to an authorized and approved lease and occupied by such tenant(s) for any 120 consecutive day period after the Hardship Leasing Permit has been issued; (2) if the Owner is issued a Leasing Permit; or (3) upon any conveyance of the Unit. 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 more than 30 days past due in any assessment or charge, or if the Owner or tenant violates the Declaration, Bylaws, any Association rules and regulations, or any applicable laws or ordinances.

Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferrable to or between either Units, Owners, or successors in title to the same Unit.

(e) Leasing Provisions. When leasing is permitted under this Paragraph, it shall be governed by the following provisions:

(i) General Leasing Provisions. Except for roommates of an Owner as provided above, Units 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 Units 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.

At least seven days before entering into a lease of any Unit, the Owner shall provide the Board of Directors with written notice of the Owner's intention to lease his or her Unit and verification that the Owner either has obtained a leasing permit or hardship leasing permit. The notice shall include: (1) a copy of the proposed lease, which must include the Lease Terms Exhibit attached hereto; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Unit; (3) the Owner's Unit 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 Unit is leased; (4) the number and type of all pets to be kept in the Unit and vehicles to be parked at the Condominium; (5) confirmation of the Tenant Screening required hereunder; and (6) such other information required by the Board.

The Owner must provide the lessee copies of the Declaration, Bylaws and Association rules and regulations. Nothing herein shall be construed as giving the Association 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.

The Owner of a leased Unit shall provide the Board with a copy of the executed lease within 10 days after executing a lease for the Unit 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 Unit, changes during the term of any leasing of the Unit, 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 Unit 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 Unit 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 Unit in violation of this Paragraph, the Association may fine the Owner an initial fine of up to \$250.00, plus additional daily fines for continued violation of these provisions, in addition to all other remedies provided in the Declaration, Bylaws or Georgia law.

(ii) Tenant Screening. Any Owner who is seeking to lease his or her Unit must engage a Tenant Screening Service prior to entering into a lease agreement and must provide the Association with a receipt or other written documentation evidencing that the Owner has performed the Tenant Screening required hereunder; provided, however, this subparagraph shall not apply where the tenant is a parent, child or sibling of the Owner. An Owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board. The Tenant Screening Service must, at a minimum, take the following steps:

- (1) Obtain a consumer credit report on the prospective tenant(s);
- (2) Verify the prospective tenant's employment for the last two years;
- (3) Check the prospective tenant's rental history in its database and with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the Service's investigation;
- (4) Check local public records for bankruptcy and unlawful detainer actions involving the prospective tenant; and
- (5) Report such information as is disclosed by its investigation to the Unit Owner.

If any of (1) through (5) above is not a part of the screening report, the Owner will separately verify this information and include it with the screening report to the Board. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the prospective tenant's name.

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Unit Owner. The Unit Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Association, the prospective tenant or any other person not permitted access to such information provided by the Service.

(iii) Tenant or Renter's Insurance. During all times that a Unit is leased, as provided in this Paragraph, the Occupant or Owner shall purchase and maintain customary renter's insurance, or similar insurance, in amounts sufficient to cover all personal property kept in or brought into the Unit. The Owner or Occupant shall provide the Association with a certificate of such coverage upon request.

(iv) Compliance. Each Owner and each Occupant shall comply with all provisions of the Condominium Instruments and Association rules and regulations, and with all applicable laws and ordinances. Each Owner is responsible for violations thereof by any Occupants or guests of the Unit. Owners and their Occupants each may be sanctioned hereunder for any such violations. If a Unit is leased or occupied in violation of the Condominium Instruments or Association rules and regulations, or if the Owner, Occupant or guest violates the Condominium Instruments or Association rules and regulations, or any applicable law or ordinance, the Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Condominium Instruments and/or Georgia law, including, but not limited to, levying fines against the Owner and/or Occupant; terminating any such lease or occupancy; requiring the Owner to evict the tenants and/or Occupants; evicting the tenants and/or Occupants as the attorney-in-fact of the Owner for such purpose; and/or terminating the Owner's Grandfathered status, leasing permit or hardship leasing permit.

Any violation of any provision of the Declaration, Bylaws, Association rules or applicable law or ordinance by an Owner, Occupant, or any guest of an Owner or Occupant, shall constitute a default under

the lease and authorizes the Association to declare the lease in default and to 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 Declaration, Bylaws, Association rules, applicable laws or ordinances, 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 costs associated therewith, including all attorneys' fees actually incurred and court costs, shall be specially assessed against Owner's Unit and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Unit and Owner. If any occupant, or any guest, invitee, licensee or family member of the occupant violates the Declaration, Bylaws or published rules and regulations for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Declaration and Bylaws.

(v) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Association. Additionally, Grandfathered Owners may lease their Grandfathered Units without a Leasing Permit or Hardship Leasing Permit, and regardless of whether the 28-Unit leasing cap has been met at such time, but leasing of Grandfathered Units by Grandfathered Owners shall be subject to all other provisions of this Paragraph.

IN WITNESS WHEREOF, the undersigned officers of Garden Villas Condominium Association, Inc. hereby certify that the above amendments to the Declaration and Bylaws were duly adopted by owners holding at least two-thirds (2/3) of the total eligible Association vote, with any required notice duly given.

This 31 day of May, 2016.

Sworn to and subscribed before me this 31 day of May, 2016.

GARDEN VILLAS CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

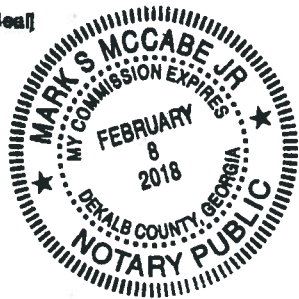
By: [Signature] (Seal)
President

[Signature]
Notary Public

Attest: [Signature] (Seal)
Secretary

[Notary Seal]

[Corporate Seal]



Lease Terms Exhibit - Addendum to Lease
[This Addendum is required with all leases of Units at Garden Villas Condominium]

Deed Book 15346 Pg 1064
Rebecca Keaton
Superior Court Cobb Cty. Ga.

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 unit ("Unit") at Garden Villas Condominium, by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree that Garden Villas Condominium 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 Amended and Restated Declaration of Condominium for Garden Villas Condominium, 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 costs associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Unit and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Unit 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 Unit 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 Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Area affecting the Unit 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 property 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 ELEMENTS.** 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 Element 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 at the Condominium. 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 Condominium. Landlord and Tenant shall be responsible to protect their person and property 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)