

Return to: Lazega & Johanson LLC  
P.O. Box 250800  
Atlanta, Georgia 30325

[Space Above Reserved for Recording Data]

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 58441  
Page 152

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR HENDERSON VILLAGE**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Henderson Village was recorded on February 12, 2018, in Deed Book 58441, Page 152, *et seq.*, Fulton County, Georgia records ("Declaration"), as may be amended; and

**WHEREAS**, Article XII of the Declaration provides for amendment to the Declaration with the approval by Members of the Henderson Village Property Owners Association, Inc. ("Association") holding at least sixty-six and two-thirds percent (66-2/3%) of the total eligible votes of the Association; and

**WHEREAS**, Members holding at least sixty-six and two-thirds percent (66-2/3%) of the total eligible votes of the Association desire to amend the Declaration and have approved this amendment;

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

1.

**Article VI of the Declaration is hereby amended by adding the following Section 6.13 thereto:**

**6.13 Leasing.** To preserve the character of the Henderson Village (HV) Residential Lots and the Property as being predominantly owner-occupied, leasing of HV Residential Lots shall be governed by the restrictions imposed by this Section. At the time of recording this amendment, the Sub-Association Lots are subject to their leasing restrictions based on each of their declarations of covenants. Sub-Associations include Somerset, The Arbors and Henderson Place.

Owners may lease their HV Residential Lot only if:

- (1) the Owner is an HV Grandfathered Owner (applicable only to the HV Grandfathered Lot);
- (2) the Owner is not an HV Grandfathered Owner but has received a Leasing Permit or a Hardship Leasing Permit from the Board as provided below.

The intent of this provision is to generally limit leasing to 15% of the HV Residential Lots, but to: (i) grandfather HV Grandfathered Lots from the 15% Leasing Cap, as defined below; and (ii) provide the Board of Directors flexibility to allow temporary leasing of HV Residential Lots in excess of the Leasing Cap in certain undue hardship situations.

**(A) Definitions.**

- (i) **"Authorized Corporate Occupant"** means an occupant of a HV Residential Lot who is 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 no rent is paid or consideration is paid to any Person or entity for such occupancy, or by or on behalf of such occupant. 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 HV Residential Lot.

(ii) **"Authorized Family Member"** means a HV Residential Lot Owner's spouse, former spouse, parent, child, brother, sister, grandparent or grandchild, which relationship shall be demonstrated to the Board of Directors on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board.

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

(iv) **"HV Grandfathered Lot"** means each HV Residential Lot on the Effective Date.

An HV Grandfathered Lot shall automatically cease being an HV Grandfathered Lot when the HV Grandfathered Owner conveys title to the HV Grandfathered Lot to any Person "for value". Upon such conveyance "for value", HV Grandfathered Owner status shall automatically expire.

For purposes of this Section 6.13, conveying title "for value" means any transfer of the HV Grandfathered Lot for consideration in the amount of \$100.00 or more, or any transfer of an interest in the entity that owns the HV Grandfathered Lot for consideration in the amount of \$100.00 or more.

(v) **"HV Grandfathered Owner"** means an Owner of a HV Grandfathered Lot on the Effective Date.

(vi) **"Henderson Village (HV) Residential Lots" or "HV Residential Lots"** shall mean the Residential Lots set forth on Exhibit "A" being all Residential Lots within the Property with the exception of the Sub-Association Lots.

(vii) **"Leasing"** means the occupancy of an HV Residential Lot by any Person(s) other than:

(A) the HV Residential Lot Owner or an Authorized Family Member of the HV Residential Lot Owner;

(B) an Authorized Corporate Occupant. However, the Authorized Corporate Occupant may not be changed more frequently than once every 24 months without the Board's written consent, and the name of each Authorized Corporate Occupant shall be designated in writing to the Board prior to any occupancy of the HV Residential Lot by such Person; or

(C) a roommate of any Person identified in (A) or (B) above, who along with the roommate occupy the HV Residential Lot as their primary, full-time residence;; or

(D) Such other Persons that the Board may prescribe by rules or regulations.

An HV Residential Lot may be considered to be Leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangement, lease with an option to purchase, agreement for deed, or bond for title shall be considered a Lease hereunder.

(viii) “Leasing Cap” means the maximum combined total number of outstanding Leasing Permits, plus outstanding Hardship Leasing Permits, plus HV Grandfathered Lots that are Leasing before additional Leasing Permits may be issued hereunder. The Leasing Cap shall be 15% of the quantity of all HV Residential Lots.

(ix) “Sub-Association Lots” means the Residential Lots which are subject to Sub-Association Covenants as defined in Article VIII, Section 8.16 of the Declaration and being the Residential Lots located within Somerset at Henderson Village, The Arbors at Henderson Village, and Henderson Place Condominium.

**HV Grandfathered Owners are not subject to the 15% Leasing Cap for the HV Grandfathered Lot.** HV Grandfathered Owners may lease the HV Grandfathered Lot, subject to the provisions of this Section 6.13, until the HV Grandfathered Owner conveys the HV Grandfathered Lot for value as provided for above. Upon such conveyance for value, HV Grandfathered Owner status shall automatically expire and any lease on the HV Grandfathered Lot shall automatically terminate.

Until HV Grandfathered Owner status terminates as provided above, the Leasing Cap shall not prevent an HV Grandfathered Owner from leasing the HV Grandfathered Lot; however, an HV Grandfathered Owner will only count toward the total number of counted HV Residential Lots for establishing the Leasing Cap and determining if non-HV Grandfathered Owners are eligible to receive a Leasing Permit if the Grandfathered Lot is being Leased.

**(B) Authorized Leasing. Leasing of HV Residential Lots is allowed only if:**

- (1) the Owner is a HV Grandfathered Owner (applicable only to the HV Grandfathered Lot);
- (2) the Owner is not a HV Grandfathered Owner but has received a Leasing Permit or an Hardship Leasing Permit from the Board as provided below

**(C) Leasing Permits.** Owners who wish to Lease their HV Residential Lots and do not meet one of the other leasing qualifications under subparagraph (B) above may, in writing, request a Leasing Permit from the Board of Directors. The Board may approve an HV Residential Lot Owner’s request for a Leasing Permit if: (1) the Owner has owned and occupied the HV Residential Lot as their principal and primary residence for at least 12 consecutive months at any point of time prior to requesting a Leasing Permit; and (2) the total number of then current, outstanding Leasing Permits, plus Hardship Leasing Permits plus HV Grandfathered Lots is less than the Leasing Cap.

Notwithstanding the above, the Board may deny an Owner’s Leasing Permit request if the Owner’s HV Residential Lot 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 has any uncured violation of the Declaration, By-Laws, or any Association rules and regulations.

If the total combined number of current Leasing Permits, Hardship Leasing Permits and HV Grandfathered Lots (being Leased) equals or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the applicable Leasing Cap.

HV Residential Lot Owners who have been denied a Leasing Permit because the 15% Leasing Cap limit is satisfied shall be placed on an Association waiting list to be issued such a 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.

**(D) Hardships Leasing Permits.** If the inability to Lease an HV Residential Lot will result in an undue hardship to the Owner, and the Owner does not meet one of the other leasing qualifications under subparagraph (B) above, then the HV Residential Lot Owner may seek to Lease on a hardship basis, for a term not to exceed eighteen months or as otherwise approved by the Board, by applying to the Board of Directors for a Hardship Leasing Permit.

A written Hardship Leasing Permit will allow an HV Residential Lot Owner to temporarily Lease his or her HV Residential Lot, provided that such Leasing is in accordance with the terms of the permit and this Section 6.13. The Board of Directors shall have the authority to establish conditions as to the issuance and use of such permits consistent with this Section. All Hardship Leasing Permits are valid only as to a specific Owner and HV Residential Lot and are not transferable between either HV Residential Lots or Owners (including a subsequent Owner of a HV Residential Lot where a permit was issued to the Owner's predecessor in title).

To be considered for a Hardship Leasing Permit, the HV Residential Lot Owner must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate. 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 HV Residential Lots if the permit is approved; (3) the number of Hardship Leasing Permits which have been issued to other HV Residential Lot Owners; (4) the HV Residential Lot Owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to the HV Residential Lot Owner and/or (6) such other or alternative factors as the Board shall determine.

A "hardship" as described herein may, in the sole discretion of the Board, also include, but not be limited to, the following situations: (1) when the Board determines, in its discretion, that an HV Residential Lot Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the HV Residential Lot was placed on the market, sell the HV Residential Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines, in its discretion, that an HV Residential Lot Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the HV Residential Lot within two years or (3) an Owner dies and the HV Residential Lot is being administered by his or her estate. The Board may require such information as it deems necessary in evaluating a Hardship Permit request.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an HV Residential Lot Owner is entitled to or will receive a Hardship Leasing Permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

Except as otherwise approved in writing by the Board, Hardship Leasing Permits expire one year after the date issued. HV Residential Lot Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit if the circumstances warrant.

The Board may deny a Hardship Leasing Permit to an Owner if the HV Residential Lot 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 has any uncured violation of the Declaration, By-Laws, or any Association rules and regulations. Unless otherwise determined by the Board, a Hardship Leasing Permit authorizes an Owner to lease the HV Residential Lot once for a term not to exceed one year.

**(E) Expiration and Revocation of Permits.** Leasing Permits and Hardship Leasing Permits are automatically revoked upon the conveyance, sale or transfer of the HV Residential Lot to a third party (excluding sales or transfers to an Owner's spouse or former spouse). The

Board also may revoke any Leasing Permit or Hardship Leasing Permit if the HV Residential Lot 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 HV Residential Lot Owner has any uncured violation of the Declaration, By-Laws, or any Association rules and regulations.

Leasing Permits also automatically expire on the first of the following: (i) four years from the date issued; or (ii) if the HV Residential Lot is not subject to an authorized and approved lease for more than 90 consecutive days.

**(F) Leasing Administration Fee.** In addition to all other assessments and other charges provided for herein, an Owner (including HV Grandfathered Owners) who Leases an HV Residential Lot shall be assessed and required to pay to the Association an annual Leasing Administration Fee to offset time, resources and costs expended by the Association in administering leasing regulations hereunder.

The Leasing Administration Fee for HV Residential Lots being Leased as of the Effective Date or in the future is due within 30 days of the date an invoice is sent by the Association and annually thereafter if leasing continues.

The Leasing Administration Fee shall be \$275 annually, provided the Board may, in its discretion, increase or decrease such fee from time to time, provided any increase shall not be more than 10% above the prior year Leasing Administration Fee. The Leasing Administration Fee constitutes a specific assessment hereunder (pursuant to Article VIII, Section 8.1) and is non-refundable.

HV Grandfathered Owners shall provide written notice to the Association at the time of any renewal or extension of a lease. If HV Grandfathered Owners are Leasing as of the Effective Date, such Owners shall provide notice of such lease to the Association within 30 days of the Effective Date and all HV Residential Owners shall respond to leasing verification requests from the Association within 30 days of the date of such request.

**(G) General Leasing Provisions Applicable Only to HV Residential Lots.** All leases of HV Residential Lots must be for an initial term of not less than one year, except for HV Grandfathered Lots. For HV Grandfathered Lots, all leases must be for an initial term of not less than 6 months.

The following also applies to all HV Residential Lots:

**(i)** At least 21 days before entering into a lease of any HV Residential Lot, the Owner shall provide the Association with notice of the HV Residential Lot Owner's intention to lease his or her HV Residential Lot. The notice shall include: (1) a copy of the proposed lease, which must include the Lease Terms Exhibit attached to this Amendment and incorporated herein by reference ("Lease Terms Exhibit"); (2) the names, phone numbers, email addresses, of the head of household for the proposed occupants of the HV Residential Lot; (3) the Owner's primary HV Residential Lot address, phone number, email address, work location and work phone number; and (4) such other information required by the Board.

**(ii)** Within 10 days after executing a lease for an HV Residential Lot, and at other times within 10 days of request by the Board, the Owner of such HV Residential Lot shall provide the Board with a copy of the fully executed lease and Lease Terms Exhibit.

**(iii)** The provisions of the Lease Terms Exhibit are incorporated into each lease of any HV Residential Lot commenced, executed, modified, renewed or extended after the Effective Date, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of such HV Residential Lot even if no written lease or agreement exists between the Owner and the occupant.

(iv) If an HV Residential Lot Owner fails to timely provide the Association the notices, information and lease copy as provided herein, or an Owner otherwise leases a HV Residential Lot in violation of this Section, the Association may fine the Owner an initial fine of \$250.00, plus additional daily fines for continued violation of these provisions.

(v) Except with written Board approval: (1) no transient tenants or occupants are permitted to occupy or use any HV Residential Lot; and (2) no HV Residential Lot or portion thereof may be leased, rented or used for short-term hotel-type use, stay or occupancy, including but not limited to Airbnb, HomeAway or VRBO. This provision is in addition to the limitations set forth in the Association's Architectural Design Standards as to business uses.

2.

**Article XIV, Section 14.6 of the Declaration is hereby amended by deleting the second sentence which reads as follows:** No such notice shall be required, however, with respect to leases of space or individual units in a Multi-tenant facility on a Lot.

**IN WITNESS WHEREOF**, the undersigned officers of Henderson Village Property Owners Association, Inc. hereby certify, under seal, that this Amendment to the Declaration was duly adopted by the requisite majority of the Association membership with any required notices properly given.

This 23 day of January, 2023.

**HENDERSON VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

Sworn to and subscribed to before me this 23 day of January 2023.

Nina Fowler Hester  
Witness

Nina Fowler Hester  
Notary Public

[Notary Seal]

.....Exp 5-2026.....  
Sworn to and subscribed to before me this 23 day of January 2023.

Nina Fowler Hester  
Witness

Nina Fowler Hester  
Notary Public

[Notary Seal]

By: Robin Peterson (Seal)  
Signature (Officer 1)

Title: President HUPOA

By: AD (Seal)  
Signature (Officer 2)

Title: Treasurer HUPOA

[Corporate Seal]

**LEASE TERMS EXHIBIT  
TO THE  
AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HENDERSON VILLAGE**

[Additional Provisions for Leases for HV Residential Lots at Henderson Village]

The following provisions are incorporated into each lease of any HV Residential at Henderson Village created, executed, modified, renewed or extended after the date of recording of this Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Henderson Village in the Fulton County, Georgia land records (the "Effective Date"), whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a HV Residential Lot, even if no written lease or agreement exists between the Owner and the occupant:

**(A) Compliance with Association Legal Documents**

All terms defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Henderson Village are incorporated herein by this reference. The Owner and each occupant of the leased HV Residential Lot at Henderson Village shall comply with all provisions of the Declaration, By-Laws and Association rules and regulations, as may be amended (collectively the "Association Legal Documents"). The Owner and occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of the Association Legal Documents, or if the Owner, occupant or guest violates the Association Legal Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or occupant authorized under the Association Legal Documents and/or Georgia law, including but not limited to evicting all occupant(s) of the Lot.

## Exhibit "A"

List of "HV Residential Lots" being all Residential Lots within the Property (with the exception of the Sub-Association Lots):

1300	Millstone Drive	Alpharetta	GA	30004
1305	Millstone Drive	Alpharetta	GA	30004
1310	Millstone Drive	Alpharetta	GA	30004
1315	Millstone Drive	Alpharetta	GA	30004
1320	Millstone Drive	Alpharetta	GA	30004
1325	Millstone Drive	Alpharetta	GA	30004
1330	Millstone Drive	Alpharetta	GA	30004
1335	Millstone Drive	Alpharetta	GA	30004
1340	Millstone Drive	Alpharetta	GA	30004
1345	Millstone Drive	Alpharetta	GA	30004
1350	Millstone Drive	Alpharetta	GA	30004
1355	Millstone Drive	Alpharetta	GA	30004
1360	Millstone Drive	Alpharetta	GA	30004
1365	Millstone Drive	Alpharetta	GA	30004
1370	Millstone Drive	Alpharetta	GA	30004
1375	Millstone Drive	Alpharetta	GA	30004
1380	Millstone Drive	Alpharetta	GA	30004
1385	Millstone Drive	Alpharetta	GA	30004
1390	Millstone Drive	Alpharetta	GA	30004
1395	Millstone Drive	Alpharetta	GA	30004
1400	Millstone Drive	Alpharetta	GA	30004
1405	Millstone Drive	Alpharetta	GA	30004
1410	Millstone Drive	Alpharetta	GA	30004
1415	Millstone Drive	Alpharetta	GA	30004
1420	Millstone Drive	Alpharetta	GA	30004
1425	Millstone Drive	Alpharetta	GA	30004
1430	Millstone Drive	Alpharetta	GA	30004
1435	Millstone Drive	Alpharetta	GA	30004
1445	Millstone Drive	Alpharetta	GA	30004
1800	Millstone Court	Alpharetta	GA	30004
1805	Millstone Court	Alpharetta	GA	30004
1810	Millstone Court	Alpharetta	GA	30004
1815	Millstone Court	Alpharetta	GA	30004
1820	Millstone Court	Alpharetta	GA	30004
1825	Millstone Court	Alpharetta	GA	30004
1830	Millstone Court	Alpharetta	GA	30004
1835	Millstone Court	Alpharetta	GA	30004
1840	Millstone Court	Alpharetta	GA	30004
1845	Millstone Court	Alpharetta	GA	30004
1850	Millstone Court	Alpharetta	GA	30004
1855	Millstone Court	Alpharetta	GA	30004
1860	Millstone Court	Alpharetta	GA	30004
1865	Millstone Court	Alpharetta	GA	30004
1870	Millstone Court	Alpharetta	GA	30004
1875	Millstone Court	Alpharetta	GA	30004
1880	Millstone Court	Alpharetta	GA	30004
1885	Millstone Court	Alpharetta	GA	30004



1890	Millstone Court	Alpharetta	GA	30004
1895	Millstone Court	Alpharetta	GA	30004
351	Devon Court	Alpharetta	GA	30004
4710	Village Court	Alpharetta	GA	30004
4725	Village Court	Alpharetta	GA	30004
4735	Village Court	Alpharetta	GA	30004
8000	Henderson Court	Alpharetta	GA	30004
8001	Henderson Court	Alpharetta	GA	30004
8010	Henderson Court	Alpharetta	GA	30004
8020	Henderson Court	Alpharetta	GA	30004
8021	Henderson Court	Alpharetta	GA	30004
8030	Henderson Court	Alpharetta	GA	30004
8031	Henderson Court	Alpharetta	GA	30004
8040	Henderson Court	Alpharetta	GA	30004
8041	Henderson Court	Alpharetta	GA	30004
8050	Henderson Court	Alpharetta	GA	30004
8051	Henderson Court	Alpharetta	GA	30004
8060	Henderson Court	Alpharetta	GA	30004
8061	Henderson Court	Alpharetta	GA	30004
8070	Henderson Court	Alpharetta	GA	30004
8071	Henderson Court	Alpharetta	GA	30004
8080	Henderson Court	Alpharetta	GA	30004
8081	Henderson Court	Alpharetta	GA	30004
8090	Henderson Court	Alpharetta	GA	30004
8091	Henderson Court	Alpharetta	GA	30004
8801	South Somerset Lane	Alpharetta	GA	30004
8811	South Somerset Lane	Alpharetta	GA	30004
8820	South Somerset Lane	Alpharetta	GA	30004
8821	South Somerset Lane	Alpharetta	GA	30004
8830	South Somerset Lane	Alpharetta	GA	30004
8831	South Somerset Lane	Alpharetta	GA	30004
8840	South Somerset Lane	Alpharetta	GA	30004
8841	South Somerset Lane	Alpharetta	GA	30004
8850	South Somerset Lane	Alpharetta	GA	30004
8851	South Somerset Lane	Alpharetta	GA	30004
8860	South Somerset Lane	Alpharetta	GA	30004
8861	South Somerset Lane	Alpharetta	GA	30004
8870	South Somerset Lane	Alpharetta	GA	30004
8890	South Somerset Lane	Alpharetta	GA	30004
8900	South Somerset Lane	Alpharetta	GA	30004
8910	South Somerset Lane	Alpharetta	GA	30004
8920	South Somerset Lane	Alpharetta	GA	30004
8930	South Somerset Lane	Alpharetta	GA	30004
8940	South Somerset Lane	Alpharetta	GA	30004

