

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:

Coulter & Sierra, LLC  
1770 Indian Trail Road, Suite 440  
Norcross, GA 30093  
Attn.: KMK

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book: 56303  
Page: 248

**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
VOYSEY @ ALPHARETTA DOWNTOWN**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VOYSEY @ ALPHARETTA DOWNTOWN ("Fourth Amendment") is made as of the 29 day of April, 2021 ("Effective Date"), by VOYSEY COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation ("Association").

**WITNESSETH:**

**WHEREAS**, Newhall Land Co., a Georgia corporation, as Declarant, recorded that certain Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown on June 2016, 2016, in Deed Book 56303, Page 248 *et seq.*, of the Fulton County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, the "Declaration"); and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, pursuant to Article XII of the Declaration, after the termination of the Development Period, the Declaration may be amended only upon the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) of the Lot Owners; and

**WHEREAS**, the Development Period has terminated; and

**WHEREAS**, at least two-thirds (2/3) of the Lot Owners have agreed to amend the Declaration as set forth herein and intend for this Fourth Amendment to be prospective only; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement certifies that the approval of the Lot Owners was lawfully obtained.

**NOW, THEREFORE**, the undersigned hereby adopt this Fourth Amendment to the Declaration, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

**Article VIII, Section 7 of the Declaration is hereby amended by deleting subparagraph (b) in its entirety.**

2.

**Article VIII, Section 7 of the Declaration is hereby amended by deleting subparagraph (c) in its entirety and substituting the following new subparagraph (c) therefor:**

(c) Long-Term-Rental Lots. Any Owner of an Improved Lot may apply in writing to the Board to be a "Long Term Rental Lot" (which shall mean an Improved Lot authorized to be leased in accordance with the provisions of subparagraph (e) below). Upon approval of such written application, the Improved Lot shall become a Long Term Rental Lot, so long as the total number of Long Term Rental Lots do not exceed twenty-five percent (25%) of the total Improved Lots. If the designation of an Improved Lot as a Long Term Rental Lot would result in more than twenty-five percent (25%) of the Improved Lots being designated as Long Term Rental Lots, such Improved Lots shall be placed at the end of a waiting list to be a Long Term Rental Lot. At such times as less than twenty-five percent (25%) of the Improved Lots are Long Term Rental Lots, the Board shall notify the Owner of the Improved Lot at the top of the waiting list that it has become a Long Term Rental Lot, and such Owner shall have ninety (90) days within which to lease the Improved Lot or it shall automatically revert to an Improved Lot that may not be leased. Any Long Term Rental Lot shall automatically convert to an Improved Lot without the ability to lease if the Improved Lot is not subject to an approved lease for ninety (90) or more consecutive days.

3.

**Article VIII, Section 7 of the Declaration is hereby amended by deleting subparagraph (d) in its entirety and substituting the following new subparagraph (d) therefor:**

(d) Undue Hardship. So long as no more than thirty percent (30%) of all Improved Lots are leased, the Board shall be empowered to allow reasonable leasing of an Improved Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations: (1) an Owner must relocated his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Improved Lot was placed on the market, sell the Improved Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where

the Owner dies and the Improved Lot is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Improved Lot, in which case the Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph, have demonstrated that the inability to lease their Improved Lots would result in undue hardship, and have obtained the requisite Board approval may lease their Improved Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Improved Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Paragraph shall be voidable at the Board's option.

4.

**Article VIII, Section 7(e)(i) of the Declaration is hereby amended by deleting sub-subparagraph (i) in its entirety and substituting the following new sub-subparagraph (i) therefor:**

(i) General. Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. 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 an Improved Lot, the Owner shall provide the Board with a copy of the lease, the name and contact information of the lessee and all other people occupying the Improved Lot, and the address and contact information of the Owner. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Transient tenants or Occupants are not permitted in Lots. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or other similar arrangement whereby any person is granted, by Owner for compensation in any form, a right to enter and/or occupy a Lot for any period of time shorter in duration than is required hereunder; the listing hereinabove shall not be considered exhaustive or exclusive with regard what constitutes leasing hereunder, and same shall hereinafter be referred to as "short-term leasing."

5.

**Unless otherwise defined herein, the words used in this Fourth Amendment shall have the same meaning as set forth in the Declaration.**

6.

**This Fourth Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia.**

7.

**Except as herein modified, the Declaration shall remain in full force and effect.**

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to be executed under seal the day and year first above written.

ASSOCIATION: VOYSEY COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation

By: Janel M. Newell

Name: Janel M. Newell

Its: President

Signed, sealed, and delivered in the presence of

[Signature]

WITNESS September D. Oakley  
NOTARY PUBLIC

My Commission Expires: June 21, 2025

[AFFIX NOTARY SEAL]

September D. Oakley  
Notary Public  
Durham County, North Carolina  
My Commission Expires 6-21-2025

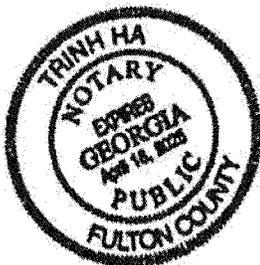
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Attest: [Signature]  
Name: MARY E. KRIEGER  
Its: Secretary

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC



My Commission Expires: 04/18/2025.

[AFFIX NOTARY SEAL]

EXHIBIT "A"  
Sworn Statement of the Secretary of  
Voysey Community Association, Inc.

STATE OF GEORGIA  
COUNTY OF FULTON

Re: Voysey Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Voysey Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Fourth Amendment to the Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown was approved by at least two-thirds (2/3) of the Lot Owners.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown.

This 29 day of April, 2021.

By: [Signature]  
Name: MARY E. KRIEGER

Sworn to and subscribed before me this  
29th day of April, 2021.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 04/18/2025

[AFFIX NOTARY SEAL]

