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*Rebecca Keaton*  
REBECCA KEATON

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REBECCA KEATON

Weissman, Nowicki, Curry & Wilco, P.A.  
3500 Lenox Road  
One Alliance Center  
Atlanta, Georgia 30326  
Attention: Robert S. Stein, Esq.

CLERK OF SUPERIOR COURT Cobb Cty. GA.

This Amendment is being re-recorded to correct Paragraph 15(a) to include language as was approved by the membership.

Cross Reference: Deed Book 13768  
Page: 5763

Deed Book 15019  
Page 2124

STATE OF GEORGIA  
COUNTY OF COBB

XR  
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**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR TERRELL RIDGE CONDOMINIUM**

WHEREAS, The Amended and Restated Declaration of Condominium for Terrell Ridge Condominium. was recorded on June 13, 2003 in Deed Book 13768, Page 15763, et seq., Cobb County, Georgia Records ("Declaration"); and

WHEREAS, Paragraph 23 of the Declaration provides for amendment of the Declaration by the affirmative vote, written consent or any combination thereof of Members of the Terrell Ridge Condominium Association, Inc. ("Association") holding at least sixty-six and two-thirds (66 2/3 %) percent of the total eligible votes thereof ; and

WHEREAS, Owners who by at least two-thirds (2/3) of the total eligible votes in the Association desire to amend the Declaration and have approved this Amendment; and

NOW, THEREFORE, the Declaration for Terrell Ridge Condominium Association, Inc. is hereby amended as follows:

Paragraph 15, in its entirety (being on pages 17 to 20) of the Declaration is deleted and replaced to read as follows:

15. LEASING

In order to protect the equity of the individual Unit Owners at Terrell Ridge Condominium, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited.

(a) Definitions. "Leasing" shall mean the exclusive occupancy of a Unit by any person(s) other than the Owner, or a parent, grandparent, child, grandchild, niece, nephew, spouse, sibling, or domestic partner of an Owner (collectively referred to as "Authorized Occupant" and documented with an affidavit signed by the Owner and the relative). As with Unit ownership, the maximum number of Occupants in a Unit shall be limited to two (2) Persons per bedroom [see Paragraph 14 (a) (ii)]. In a leasing situation, the Owner receives some consideration or benefit including, but not limited to, a fee, service, gratuity or emolument.

(b) Leasing Permits.

(i) General. No Owner shall be eligible to (i) for the initial issuance of a Leasing Permit to lease his/her Unit unless: (1) less than twenty-four percent (24%) of the Owners/Units have been issued Leasing Permits; (2) the Owner is current with all Association assessments/charges either at the time the Owner applies for a Leasing Permit (if there is no waiting list) or at the time that Owner is at the top of the waiting list for a Leasing Permit; and (3) the Owner has owned and occupied the Unit as his or her primary and principal residence for at least eighteen (18) months at any time prior to the request for a Leasing Permit.

(ii) Issuance of Leasing Permit. When the Leasing Permit is granted, the Leasing Permit allows Owners to lease the unit within ninety (90) days of the date of the granting of the Leasing Permit. If in excess of ninety (90) days is required to lease the Unit (unless an exception is made in writing by the Association), the permit shall expire/terminate and the Owner must re-apply for another Leasing Permit. If there is a waiting list, the Owner shall be placed at the bottom of the waiting list for such reapplication. All

Leasing Permits allow Owners to lease their Units for a term of one year unless a different term is specifically set forth and approved in the Leasing Permit. The Leasing Permit shall expire at the end of such one-year lease term.

(iii) Renewed Leasing Permit. Owners holding a valid Leasing Permit and leasing their Unit may make a request to renew their Leasing Permit for additional one year periods, provided: (1) the Owner must be current with all Association assessments/charges at the time they request such renewal; and (2) the Owner is renewing the lease of the Unit without a change of the tenant. A request for a renewed Leasing Permit must be made at least thirty (30) days [and no more than sixty (60) days] prior to the expiration date for a Leasing Permit. If a renewed Leasing Permit is issued by the Association, then, the requirements of 15(b)(ii) shall apply. Within ten (10) days after executing the new lease (or lease extension), the Owner shall provide the Association a copy of the new lease (or lease extension) along with the names of all current occupants, their e-mail addresses, and their phone numbers. The Association may deem a lease invalid if there is a failure to follow these requirements/directions.

(iv) Tenant Move Out. If a tenant moves out (ceases physical occupancy) at the end of the lease term or at any time during the term of the lease term, then such move out shall be deemed an automatic revocation of the Leasing Permit. In such instance, Owner shall immediately notify the Association (in writing) of such move out. If the Owner desires to lease to a new tenant, then so long as the Owner is current with all Association assessments/charges, the Owner may apply for a new Leasing Permit provided such request is made at least within ten (10) days of the date of move out and Owner complies with 15(b)(ii) above. If an Owner fails to apply for a new Leasing Permit within ten (10) day period, then Owner may apply to be placed on the bottom of the waiting list pursuant to 15(b)(v) below.

(v) Placement on Waiting List. An Owner may apply in writing to the Board to be placed on a waiting list in accordance with rules and regulations promulgated by the Board. Upon approval of such written application, the Owner shall be placed at the bottom of a waiting list. When a Leasing Permit becomes available, the Owner at the top of the waiting list shall be sent notification by the Association of his or her eligibility to lease. If the Association does not receive a written acceptance from the Owner within ten (10) days of such notification being sent, then the Owner automatically relinquishes his or her position at the top of the waiting list and is moved to the bottom of the waiting list.

(vi) Until May 31, 2013, those Owners who were leasing their Units on June 13, 2003 ("Open Leasing Status Owners") may continue to lease their Unit and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their Unit as other Owners might have to do. Moreover, such Open Leasing Status Owners shall count toward the twenty-four (24%) percent limitation as to Leasing Permits and must have a current Leasing Permit. However, beginning June 1, 2013, Open Leasing Status shall cease as to all Owners and they shall be treated equally with all others such that all provisions of 15(b)(i) - 15(b)(v) shall apply to such Owners and any then existing Leasing Permits. Prior to June 1, 2013, as to a Open Leasing Status Owner, upon any conveyance or transfer of the Unit (other than to a spouse), such Open Leasing Status shall cease and any grantee thereof shall be subject to the provisions of this subparagraph (b) for the issuance of a Leasing Permit.

(c) Undue Hardship. Notwithstanding the provisions of subparagraph (b) above, the Board shall, in its discretion, be empowered to allow reasonable leasing of Units, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which would constitute "undue hardship" are those in which: (1) an Owner relocates his or her residence and cannot, within one hundred eighty (180) days from the date the Unit was placed on the market (or such longer period as would be consistent with then current real estate market conditions as determined in the discretion of the Board), sell the Unit (using reasonable and ordinary methods) except at a price below its current appraised market value; (2) the Owner dies and the Unit is being administered by his or her estate; (3) the Owner takes an extended leave of absence for six months or longer for active U.S. military service and temporarily relocates with the intent to return to reside in the Unit; or (4) an Owner takes an extended leave of absence or temporarily relocates out of the metropolitan-Atlanta area (for nine months or longer) and intends to return to reside in the Unit within one (1) year. If an Owner applies for a Hardship Permit pursuant to this paragraph, then, upon request by the Board (or pursuant to Association Rules and Regulations), the Owner shall provide an affidavit or other documentation required by the Board indicating that the Owner: (a) has not purchased a home in another location, be it within Georgia or outside of Georgia; (b) has not registered a vehicle for another address, be it within Georgia or outside of Georgia; (c) has not obtained a driver's license illustrating an address other than the Unit address; (d) has not registered to vote in another State; (e) has not stated on any type of document that the Owner has changed Owner's permanent residence from the address at the Unit; and (f) affirms that they shall return to reside in the Unit within one (1) year.

Any Owner who believes that he or she must lease his or her Unit 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, and only for one year. When granted a Hardship Permit, the Owner can remain on the waiting list for a Leasing Permit or be placed at the bottom of the waiting list. If the Owner with the Hardship Permit moves into the top slot of the waiting list, that Owner can apply for a regular Leasing Permit. If granted a regular Leasing Permit, the hardship lease is revoked. If an additional Hardship lease is desired, a new hardship application must be completed. Any transaction which does not comply with this subparagraph shall be voidable at the Board's option.

Leasing Permits and Hardship Permits are also 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 within ninety (90) consecutive days after the issuance of such permit; (3) the occupancy of the Unit by the Owner; or (4) the tenant moving out (ceasing physical occupancy).

(d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into a lease, the Owner shall provide the Board of Directors with: (1) a copy of the proposed lease, (2) the names and phone numbers of all the proposed occupants, and (3) an affidavit that the Owner has obtained the future occupant's background information which includes a credit history and a criminal background check. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(ii) General. Units 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 in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval.

All leases shall be for a term of no less than, nor no more than, one (1) year (except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship). The Owner shall provide the lessee copies of the Declaration and Bylaws as well as the rules and regulations. Within ten (10) days after executing a lease agreement or a renewal, the Owner shall provide the Board with a copy of the lease and the name of the lessee, any phone numbers, tenants' email addresses, and a listing of all other people occupying the Unit. If an approved lease is not provided, the Board can issue a fine and/or move to evict the tenant. Failure to follow these directions could make the lease invalid.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall include an addendum that contains the following language. If such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Condominium Common Elements, but not limited to, the use of any and all recreational facilities and other amenities.

(3) Liability of Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment, or any fine, or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy of by lessee. However, lessee 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 lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 10 of the Declaration as if lessee were an 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.

(e) Applicability of Paragraph 15(d). All leases executed after the Effective Date hereof of this Amendment shall be subject to subparagraph (d) hereof. Additionally, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with subparagraph (d). If not already provided to the board, all Owners of leased Units shall file with the Board a copy of the current one year lease agreement within sixty (60) days of the Effective Date hereof. Failure to do so could make the lease invalid.

Except as otherwise herein provided, the remaining terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Terrell Ridge Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required two-thirds (2/3) of the votes in the Association with any required notices properly given.

This 30 day of Dec., 2012

Sworn to and subscribed before me  
this 30 day of Dec., 2012

Kelly B. Patrick  
Witness

Judy B. Bryson  
Notary Public  
(NOTARY SEAL)

Notary Public, Cobb County, Georgia  
My Commission Expires February 1, 2014

TERRELL RIDGE CONDOMINIUM ASSOCIATION, INC

By: [Signature]  
Print Name: Alton Idowu  
Title: President, Terrell Ridge Board of Directors



Sworn to and subscribed before me  
this 30 day of Dec., 2012

Kelly B. Patrick  
Witness

Judy B. Bryson  
Notary Public  
(NOTARY SEAL)

Notary Public, Cobb County, Georgia  
My Commission Expires February 1, 2014

Attested to by Secretary:

By: [Signature]  
Print Name: Joan Miller  
Title: Secretary, Terrell Ridge Board of Directors



RR

REBECCA KEATON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Weissman, Nowack, Curry & Wilco, P. C.  
3500 Lenox Road, 4<sup>th</sup> Floor  
One Alliance Center  
Atlanta, Georgia 30326  
Attention: Robert S. Stein, Esq.

STATE OF GEORGIA  
COUNTY OF COBB

Cross Reference: Deed Book 13768  
Page: 5763

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR TERRELL RIDGE CONDOMINIUM**

WHEREAS, The Amended and Restated Declaration of Condominium for Terrell Ridge Condominium. was recorded on June 13, 2003 in Deed Book 13768, Page 15763, et seq., Cobb County, Georgia Records ("Declaration"); and

WHEREAS, Paragraph 23 of the Declaration provides for amendment of the Declaration by the affirmative vote, written consent or any combination thereof of Members of the Terrell Ridge Condominium Association, Inc. ("Association") holding at least sixty-six and two-thirds (66 2/3 %) percent of the total eligible votes thereof ; and

WHEREAS, Owners who by at least two-thirds (2/3) of the total eligible votes in the Association desire to amend the Declaration and have approved this Amendment; and

NOW, THEREFORE, the Declaration for Terrell Ridge Condominium Association, Inc. is hereby amended as follows:

Paragraph 15, in its entirety (being on pages 17 to 20) of the Declaration is deleted and replaced to read as follows:

15. LEASING

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(a) Definitions. "Leasing" shall mean the exclusive occupancy of a Unit by any person(s) other than the Owner, or a parent, grandparent, child, grandchild, spouse, sibling, or domestic partner of an Owner (collectively referred to as "Authorized Occupant" and documented with an affidavit signed by the Owner and the relative). As with Unit ownership, the maximum number of Occupants in a Unit shall be limited to two (2) Persons per bedroom [see Paragraph 14 (a) (ii)]. In a leasing situation, the Owner receives some consideration or benefit including, but not limited to, a fee, service, gratuity or emolument.

(b) Leasing Permits.

(i) General. No Owner shall be eligible to for the initial issuance of a Leasing Permit to lease his/her Unit unless: (1) less than twenty-four percent (24%) of the Owners/Units have been issued Leasing Permits; (2) the Owner is current with all Association assessments/charges either at the time the Owner applies for a Leasing Permit (if there is no waiting list) or at the time that Owner is at the top of the waiting list for a Leasing Permit; and (3) the Owner has owned and occupied the Unit as his or her primary and principal residence for at least eighteen (18) months at any time prior to the request for a Leasing Permit.

(ii) Issuance of Leasing Permit. When the Leasing Permit is granted, the Leasing Permit allows Owners to lease the unit within ninety (90) days of the date of the granting of the Leasing Permit. If in excess of ninety (90) days is required to lease the Unit (unless an exception is made in writing by the Association), the permit shall expire/terminate and the Owner must re-apply for another Leasing Permit. If there is a waiting list, the Owner shall be placed at the bottom of the waiting list for such reapplication. All

Leasing Permits allow Owners to lease their Units for a term of one year unless a different term is specifically set forth and approved in the Leasing Permit. The Leasing Permit shall expire at the end of such one-year lease term.

(iii) Renewed Leasing Permit. Owners holding a valid Leasing Permit and leasing their Unit may make a request to renew their Leasing Permit for additional one year periods, provided: (1) the Owner must be current with all Association assessments/charges at the time they request such renewal; and (2) the Owner is renewing the lease of the Unit without a change of the tenant. A request for a renewed Leasing Permit must be made at least thirty (30) days [and no more than sixty (60) days] prior to the expiration date for a Leasing Permit. If a renewed Leasing Permit is issued by the Association, then, the requirements of 15(b)(ii) shall apply. Within ten (10) days after executing the new lease (or lease extension), the Owner shall provide the Association a copy of the new lease (or lease extension) along with the names of all current occupants, their e-mail addresses, and their phone numbers. The Association may deem a lease invalid if there is a failure to follow these requirements/directions.

(iv) Tenant Move Out. If a tenant moves out (ceases physical occupancy) at the end of the lease term or at any time during the term of the lease term, then such move out shall be deemed an automatic revocation of the Leasing Permit. In such instance, Owner shall immediately notify the Association (in writing) of such move out. If the Owner desires to lease to a new tenant, then so long as the Owner is current with all Association assessments/charges, the Owner may apply for a new Leasing Permit provided such request is made at least within ten (10) days of the date of move out and Owner complies with 15(b)(ii) above. If an Owner fails to apply for a new Leasing Permit within ten (10) day period, then Owner may apply to be placed on the bottom of the waiting list pursuant to 15(b)(v) below.

(v) Placement on Waiting List. An Owner may apply in writing to the Board to be placed on a waiting list in accordance with rules and regulations promulgated by the Board. Upon approval of such written application, the Owner shall be placed at the bottom of a waiting list. When a Leasing Permit becomes available, the Owner at the top of the waiting list shall be sent notification by the Association of his or her eligibility to lease. If the Association does not receive a written acceptance from the Owner within ten (10) days of such notification being sent, then the Owner automatically relinquishes his or her position at the top of the waiting list and is moved to the bottom of the waiting list.

(vi) Until May 31, 2013, those Owners who were leasing their Units on June 13, 2003 ("Open Leasing Status Owners") may continue to lease their Unit and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their Unit as other Owners might have to do. Moreover, such Open Leasing Status Owners shall count toward the twenty-four (24%) percent limitation as to Leasing Permits and must have a current Leasing Permit. However, beginning June 1, 2013, Open Leasing Status shall cease as to all Owners and they shall be treated equally with all others such that all provisions of 15(b)(i) – 15(b)(v) shall apply to such Owners and any then existing Leasing Permits. Prior to June 1, 2013, as to a Open Leasing Status Owner, upon any conveyance or transfer of the Unit (other than to a spouse), such Open Leasing Status shall cease and any grantee thereof shall be subject to the provisions of this subparagraph (b) for the issuance of a Leasing Permit.

(c) Undue Hardship. Notwithstanding the provisions of subparagraph (b) above, the Board shall, in its discretion, be empowered to allow reasonable leasing of Units, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which would constitute "undue hardship" are those in which: (1) an Owner relocates his or her residence and cannot, within one hundred eighty (180) days from the date the Unit was placed on the market (or such longer period as would be consistent with then current real estate market conditions as determined in the discretion of the Board), sell the Unit (using reasonable and ordinary methods) except at a price below its current appraised market value; (2) the Owner dies and the Unit is being administered by his or her estate; (3) the Owner takes an extended leave of absence for six months or longer for active U.S. military service and temporarily relocates with the intent to return to reside in the Unit; or (4) an Owner takes an extended leave of absence or temporarily relocates out of the metropolitan-Atlanta area (for nine months or longer) and intends to return to reside in the Unit within one (1) year. If an Owner applies for a Hardship Permit pursuant to this paragraph, then, upon request by the Board (or pursuant to Association Rules and Regulations), the Owner shall provide an affidavit or other documentation required by the Board indicating that the Owner: (a) has not purchased a home in another location, be it within Georgia or outside of Georgia; (b) has not registered a vehicle for another address, be it within Georgia or outside of Georgia; (c) has not obtained a driver's license illustrating an address other than the Unit address; (d) has not registered to vote in another State; (e) has not stated on any type of document that the Owner has changed Owner's permanent residence from the address at the Unit; and (f) affirms that they shall return to reside in the Unit within one (1) year.

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Leasing Permits and Hardship Permits are also 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 within ninety (90) consecutive days after the issuance of such permit; (3) the occupancy of the Unit by the Owner; or (4) the tenant moving out (ceasing physical occupancy).

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(ii) General. Units 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 in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval.

All leases shall be for a term of no less than, nor no more than, one (1) year (except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship). The Owner shall provide the lessee copies of the Declaration and Bylaws as well as the rules and regulations. Within ten (10) days after executing a lease agreement or a renewal, the Owner shall provide the Board with a copy of the lease and the name of the lessee, any phone numbers, tenants' email addresses, and a listing of all other people occupying the Unit. If an approved lease is not provided, the Board can issue a fine and/or move to evict the tenant. Failure to follow these directions could make the lease invalid.

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(1) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Condominium Common Elements, but not limited to, the use of any and all recreational facilities and other amenities.

(3) Liability of Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment, or any fine, or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy of by lessee. However, lessee 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 lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 10 of the Declaration as if lessee were an 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.

(e) Applicability of Paragraph 15(d). All leases executed after the Effective Date hereof of this Amendment shall be subject to subparagraph (d) hereof. Additionally, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with subparagraph (d). If not already provided to the board, all Owners of leased Units shall file with the Board a copy of the current one year lease agreement within sixty (60) days of the Effective Date hereof. Failure to do so could make the lease invalid.

Except as otherwise herein provided, the remaining terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Terrell Ridge Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required two-thirds (2/3) of the votes in the Association with any required notices properly given.

This 30 day of Dec., 2012

Sworn to and subscribed before me  
this 30 day of Dec., 2012

TERRELL RIDGE CONDOMINIUM ASSOCIATION, INC

By: [Signature]  
Print Name: Alton Idowu  
Title: President, Terrell Ridge Board of Directors

Kelly B. Patrick  
Witness

Judy B. Bryson  
Notary Public  
(NOTARY SEAL)

Notary Public, Cobb County, Georgia  
My Commission Expires February 1, 2014



Sworn to and subscribed before me  
this 30 day of Dec., 2012

Attested to by Secretary:

By: [Signature]  
Print Name: Joan Miller  
Title: Secretary, Terrell Ridge Board of Directors

Kelly B. Patrick  
Witness

Judy B. Bryson  
Notary Public  
(NOTARY SEAL)

Notary Public, Cobb County, Georgia  
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