



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

EN

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

Cross Reference: Deed Book 13768, page 5763
Deed Book 15040, page 2138

GEORGIA/COBB

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

2/12

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 and has been amended (the "Declaration"); and

WHEREAS, Paragraph 23 of the Declaration provides for amendment of the Declaration by the affirmative vote, written consent of 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 is hereby amended as follows:

Paragraph 15(a) of the Declaration is hereby amended by deleting that sub-Paragraph in its entirety and substituting the following therefor:

(a) Definitions and Related Provisions.

(1) "Leasing" means the exclusive occupancy of a Unit by any person(s) other than:

- (A) the Unit Owner; or
- (B) a parent, child, sibling, grandparent, grandchild, niece, nephew, spouse, ex-spouse or domestic partner of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate, affidavit, marriage license or similar document satisfactory to the Board; or
- (C) any of the following:
 - (i) a trustee or beneficiary of an Owner that is a trust;
 - (ii) an officer, director or shareholder of an Owner that is a corporation;
 - (iii) a manager or member of an Owner that is a limited liability company;
 - (iv) a partner of an Owner that is a partnership.

Anyone listed in i, ii, iii, iv above shall be referred to as an "Authorized Corporate Occupant". However, no Occupant shall be considered an Authorized Corporate Occupant if rent or other consideration is received by the Owner for such occupancy or provided by the Occupant in connection with that occupancy, or if the Occupant is also a co-Owner of the Unit and has exclusive occupancy of the Unit. Further, the name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A

person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Unit; or

(D) a roommate of anyone in A,B or C above who also occupies the Unit as his or her primary residence.

(2) Other than those who are exempted from the definition of Leasing as set forth in B and C above, if a Unit is co-owned by more than one individual and/or entity (whether as tenants-in-common, fractional owners, or with rights of survivorship), occupancy of such Unit shall be considered "leasing" hereunder **unless** all co-Owners occupy the Unit as their primary residence. In such event, for each co-Owner that is an entity, an Authorized Corporate Occupant must occupy the Unit as his or her primary residence, occupying the Unit with all other co-Owners of the Unit.

(3) For the purpose of Section 15(a), any lease purchase arrangements, or lease with an option to purchase, shall be considered leasing as defined hereunder and shall be subject to the provisions hereof.

(4) Paragraph 15(a) is not intended to and does not restrict or prohibit ownership of Units by co-Owners or by entities, but rather regulates occupancy and circumstances which are deemed to constitute leasing of Units. One intent of this provision is to prohibit an individual or an entity from leasing where the entity or individual is merely in ownership of a Unit for the purpose of circumventing the leasing restrictions established under the Declaration. A Unit may be considered to be leased hereunder even if no rent is paid to the Owner. Additionally, as provided above, a Unit may be considered leased hereunder even if the Unit is occupied by a natural person who is a co-Owner of the Unit.

(5) The terms of this Amendment shall become applicable to all Units on the date that this Amendment is recorded in the Cobb County, Georgia land records (the "Amendment Effective Date"). However, notwithstanding anything to the contrary herein, this Amendment shall not require any person(s) to cease occupying a Unit as his or her primary residence that such person(s) is/are lawfully occupying as his or her primary residence, in accordance with this Declaration as it read immediately prior to the recording of this Amendment; upon such occupancy ceasing any subsequent occupant shall comply with the requirements herein.

(6) 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 WITNESS WHEREOF, the undersigned officers of Terrell Ridge Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by Owners of Units entitled to cast two thirds (2/3) of the total eligible votes in the Association, with any required notices properly given, this 29th day of December, 2014.

Sworn to and subscribed to before me
this 29 day of December, 2014.

TERRELL RIDGE CONDOMINIUM ASSOCIATION, INC.

Jandra F. Attkore
Witness

By: [Signature]
President, Board of Directors

Judy B. Bryson
Notary Public

By: [Signature]
Secretary, Board of Directors



[Notary Seal]