

STATE OF GEORGIA
COUNTY OF DEKALB

FILED & RECORDED
DEKALB CO. GA.

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CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA.

Reference: Deed Book 5104
Page 104
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AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
DUNWOODY RIDGE, A CONDOMINIUM

WHEREAS, on November 26, 1984, Dunwoody Ridge Development Company, Ltd., a Georgia limited partnership, filed a record that certain Declaration of Condominium for Dunwoody Ridge, a Condominium ("Declaration"), in Deed Book 5104, Page 104, et seq., DeKalb County, Georgia records; and

WHEREAS, site plans for Dunwoody Ridge have been recorded in Condominium Plat Book 5, Pages 118 and 156 and Condominium Plat Book 6, Pages 46, and 68, DeKalb County, Georgia; and

WHEREAS, Article II of the Declaration provides that the Declaration may be amended by the assent of owners having at least two-thirds (2/3) of the total vote of the Association; and

WHEREAS, owners holding at least two-thirds (2/3) of the total Association vote have assented to this Amendment;

NOW THEREFORE, the Declaration of Condominium for Dunwoody Ridge, a Condominium is hereby amended as follows:

1.

Article VI shall be amended by adding a new subsection 6.7 which shall read as follows:

6.7 Acceleration. If a Unit Owner shall be in default in payment of an assessment, including, but not limited to, the monthly installments based on the annual budget

and the payment of fines imposed in accordance with this Declaration and the By-Laws, the Board of Directors may accelerate the remaining assessments, including monthly installments based on the annual budget, special assessments, specific assessments, and fines upon ten (10) days written notice to such Unit Owner, whereupon the entire unpaid balance for the remainder of the current year shall become due and payable upon the date stated in such notice.

2.

Article VII shall be amended by adding a new subsection 7.6 which shall read as follows:

7.6 Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair. Notwithstanding anything to the contrary herein, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association can pay the deductible and assess the cost to the Owner or Owners pursuant to Article VI of this Declaration, provided, however, where the deductible is for insurance required by the Georgia Condominium Act, no Owner shall be assigned more than one thousand (\$1,000.00) dollars as the cost of the deductible for any one occurrence, or such higher amount as may be permitted by law.

3.

Article 9, Section 9.5 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

9.5 Occupancy and Sales and Leasing of Units.

(a) Single Family Occupancy. No Unit shall be occupied by more than a single family. As used herein, the term "single family" shall mean one (1) or more persons, provided all persons occupying the Unit are interrelated by blood, adoption, or marriage. If persons occupying a Unit are not all interrelated by blood, adoption, or marriage, then the number of persons occupying such Unit shall be limited to a maximum number of persons equal to the number of bedrooms in the Unit; provided, however, that persons occupying a Unit who are interrelated by blood, adoption, or marriage may occupy that Unit with one (1) person who is not related by blood, adoption or marriage. The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. "Occupancy," for purposes of this Declaration, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any year.

"Marriage" shall include common law marriage as provided for under Georgia law, and "by marriage" shall include in-laws and step-relatives.

This single family occupancy restriction shall not apply to require the removal of any person occupying a Unit on the date on which this Amendment is recorded in the DeKalb County, Georgia land records. However, no person not an Occupant of a Unit on the date on which this Amendment is recorded in the DeKalb County, Georgia land records, shall be permitted to occupy a Unit if either before or after the occupancy by such person that Unit does not or would not comply with the single family occupancy restriction set forth in this subsection.

(b) Leasing of Units. In order to protect the equity of the individual Unit Owners at the Condominium, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogeneous 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 subsection. Except in cases of undue hardship as provided herein, the leasing of Units shall be prohibited.

(i) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(ii) Undue Hardship. The Board shall 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 must relocate his or her residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit except for a price below its current appraised market value; (2) where the Owner dies and the Unit is being administered by his or her estate; or (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit.

Notwithstanding the above restriction, those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Units 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 Unit to avoid 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. When leasing is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this subsection. Any transaction which does not comply with this subsection shall be voidable at the option of the Board of Directors.

(iii) Leasing Provisions. Such leasing as is permitted at Dunwoody Ridge shall be governed by the following provisions.

(1) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the proposed lease, the name, address, and home and business telephone numbers of the proposed lessee, the Owner's address other than at the Unit, and such other information as the Board may reasonably require. 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. Within ten (10) days from the execution of the approved lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names of all people to occupy the Unit.

(2) General. Units may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board. No transient tenants may be accommodated in a Unit. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. Attached hereto as Exhibit "A" is a form which is deemed acceptable. All leases shall be for a period of at least six (6) months. The Unit Owner must make available to the tenant copies of the Declaration, By-Laws, and the rules and regulations, and the lease shall provide that the Owner has made available to the tenant copies of the Declaration, By-Laws, and the rules and regulations.

(3) Liability for Assessments and Compliance With Declaration, By-Laws, and Rules and Regulations. Any lease of a Unit in the Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Unit. Any lessee, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all annual and special assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Act, the Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Unit Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of or prior to the due dated 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 late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the owner of the premises during the term of the agreement and any other period of occupancy by lessee.

(B) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any Occupant living with lessee of any provision of the Declaration, By-Laws, or rules and regulations adopted

thereunder shall constitute a default under this lease. Owner shall cause all Occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to pay the fine. Unpaid fines constitute a lien against the Unit, pursuant to Sections 44-3-76 and 44-3-109 of the Act. Any lessee charged with a violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction and the lessor shall be given copies of all written notices sent to lessee pursuant to Article V, Section 5.7 of this Declaration.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto by lessee, any Occupant, or any person living with lessee is deemed to be a violation of 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 right of eviction is primarily the responsibility of the Owner; however, the Board may request in writing that the Owner evict a tenant found responsible for violating the Declaration, By-Laws, rules or regulations. If the Owner fails to commence eviction proceedings within thirty (30) days of such notice; the Owner hereby delegates and assigns to Dunwoody Ridge Condominium Association, Inc., acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(4) 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 Common Elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities.

(iv) Applicability of this subsection 9.5(b). Those Owners who are Owners upon the effective date of this Amendment may lease their Units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing to their Units. However, upon any conveyance or transfer of the Unit, any grantee thereof shall be subject to the provisions of this subsection, in addition to all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Notwithstanding the above, leases executed after the date on which this Amendment is recorded in the DeKalb County, Georgia records are subject to the terms of Section 9.5(b)(iii). Leases existing on the date which this Amendment is recorded in the DeKalb County, Georgia records shall not be subject to the terms of Section 9.5(b)(iii); such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, 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 Section 9.5(b)(iii). Any Owner of a Unit which is leased on the effective date of this Amendment shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment is recorded in the DeKalb County, Georgia records.

(iv) Inapplicability to Holders of First Mortgages. This Section 9.5(b) shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(c) Sale of Units. A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of

such intention within seven (7) days after execution of the sales contract. The Unit Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This subsection shall not be construed to create a right of first refusal in the Association or in any third party.

IN WITNESS WHEREOF, the undersigned officers of Dunwoody Ridge Condominium Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This 9 day of September, 1991.

DUNWOODY RIDGE CONDOMINIUM ASSOCIATION, INC.

By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Secretary

Signed, sealed, and delivered
this 9 day of September,
1991, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC
Notary Public, DeKalb County, Georgia
My Commission Expires July 18, 1994

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DEKALB COUNTY