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Cross Reference: Deed Book 5104
Page 104

GEORGIA/DEKALB

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
DUNWOODY RIDGE, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Dunwoody Ridge, a Condominium was recorded on November 26, 1984, in Deed Book 5104, Page 104, *et seq.*, DeKalb County, Georgia records ("Declaration"), as amended; and

WHEREAS, Article 11, Section 11.1 of the Declaration provides that the Declaration may be amended in accordance with Section 44-3-93 of the Georgia Condominium Act by the agreement or consent of owners of units at Dunwoody Ridge Condominium entitled to cast two thirds (2/3) of the votes in the Dunwoody Ridge Condominium Association, Inc. ("Association"); and

WHEREAS, owners of units at Dunwoody Ridge Condominium entitled to cast at least two thirds (2/3) of the Association votes desire to amend the Declaration and have approved or been deemed to have consented to this Amendment;

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

1.

Article 9, Section 9.5(b)(i) of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

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

- (1) the Unit Owner or a parent, child, brother, sister, grandparent, grandchild, spouse or former spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate, marriage license or similar document satisfactory to the Board;
- (2) any of the following (collectively herein referred to as "Authorized Corporate Occupant"):
 - (A) a trustee or beneficiary of an Owner that is a trust;
 - (B) an officer, director or shareholder of an Owner that is a corporation;
 - (C) a manager or member of an Owner that is a limited liability company;
 - (D) a partner of an Owner that is a partnership.

However, no such occupant shall be considered an Authorized Corporate Occupant if rent or other consideration is received by the Owner or provided by the occupant in connection with that occupancy, or if the occupant is also a co-Owner 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

- (3) a roommate of any of the above who also occupies the Unit as his or her primary residence.

Notwithstanding the 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 will be considered leasing hereunder unless all co-Owners occupy the Unit as their primary and principal residence. For each co-Owner that is an entity, an Authorized Corporate Occupant must occupy the Unit as his or her principal and primary residence, cohabitating in the Unit with all other co-Owners of the Unit.

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.

For the purpose of this provision, any lease purchase arrangements, or lease with an option to purchase, shall be considered a lease as defined hereunder and shall be subject to the provisions hereof.

This Section 9.5(b) 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. An intent of this provision is to prevent entity ownership of a Unit or conveyance of ownership interests in a Unit to a Unit occupant for the purpose of circumventing the leasing restriction established under this Declaration.

The definitions and terms of this Amendment shall become applicable to all Units on the date that this Amendment is recorded in the DeKalb 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 and principal residence that such person(s) is/are lawfully occupying as his or her primary and principal residence, in accordance with this Declaration, on the Amendment Effective Date.

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 owners of units at Dunwoody Ridge Condominium entitled to cast two thirds (2/3) of the total Association vote, with any required notices properly given, this 14 day of Aug, 2014.

Sworn to and subscribed to before me this 14 day of AUGUST, 2014.

DUNWOODY RIDGE CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

By: Careen J. Mohr (Seal)
President

[Signature]
Notary Public

Attest: [Signature] (Seal)
Signature/Title

[Notary Seal]



[Corporate Seal]