

FIRST AMENDMENT TO DECLARATION
OF
DUNWOODY RIDGE, A CONDOMINIUM

EXHIBITS:

- A - Property Added by This Amendment
- B - Submitted Property
- C - Schedule of Condominium Unit Information

RECORDING REFERENCES:

Declaration (original): Deed Book 5104, Page 104

Plat (original): Plat Book 5, Page 118

Plans (original): Condominium Floor Plans Cabinet 169

Plat (for this amendment):
Condominium Plat Book 5, page 156

Plans (for this amendment):
Condominium Floor Plans File No. 169

FIRST AMENDMENT TO DECLARATION OF
DUNWOODY RIDGE, A CONDOMINIUM

THIS AMENDMENT is made as of July 12, 1985, by DUNWOODY RIDGE DEV. CO., LTD., a Georgia limited partnership, (the "Declarant") and is joined in by THE CITIZENS AND SOUTHERN NATIONAL BANK as the holder of the deed to secure debt encumbering the property added hereby ("Mortgagee") pursuant to Section 44-3-89 of the Act.

STATEMENT OF BACKGROUND INFORMATION

The Declaration of Dunwoody Ridge, A Condominium, is dated November 26, 1984, and is recorded in Deed Book 5104, page 104, D.Kalb County, Georgia, records. The Plat and Plans accompanying the Declaration are recorded as set forth on the first page of this amendment. The Declaration, in Section 3.7, provided to the Declarant the option to expand the Condominium as set forth in said Section 3.7. Declarant desires to expand the Condominium pursuant to Section 3.7 of the Declaration as hereinafter set forth.

STATEMENT OF AMENDMENT

The Declaration is hereby amended as follows:

1. Addition of Property. The portion of the Additional Property described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby added to the Condominium and submitted to the Declaration and the Act. It is the intent of Declarant to add to the Condominium by this amendment only a portion of the Additional Property, so that other Additional Property remains which may be added later. The Submitted Property (including both the property added hereby and the property previously submitted) is described in Exhibit B, attached hereto and incorporated herein by this reference.

2. Unit Information. The Schedule of Unit Information attached hereto as Exhibit C and incorporated herein by this reference is hereby substituted for the schedule attached as Exhibit C to the Declaration. This Schedule of Unit Information attached hereto as Exhibit C sets forth for each Unit its Identifying Number, undivided interest in the Common Elements, number of Votes in the association, share of liability for Common Expenses, and assigned parking spaces, if any.

3. Plat and Plans. The Plat and Plans required by the Act to be filed in connection with the expansion of the Condominium are recorded as set forth on the first page of this amendment.

4. Effect. The Declaration and other Condominium Instruments, as hereby amended, shall remain in full force and effect with respect to the Submitted Property described in Exhibit B hereto. In particular, but without limitation, the property added hereby shall contain twelve (12) Units owned by Declarant having boundaries and Limited Common Elements as shown on the Plat and Plans and as provided in the Condominium Instruments and in the Act, with the balance of the property added hereby being Common Elements. Building 3, which is added by this amendment, does have underground parking as anticipated in the Declaration. The spaces are shown and numbered in the Plans and assigned on Exhibit C as Limited Common Elements.

5. Definitions. The terms defined in the Declaration shall, when used herein, have the meaning given to them in the Declaration, except and to the extent that any term is changed by this amendment.

6. Author. This amendment was prepared by Sam F. Hatcher of Alston & Bird, 1200 C&S National Bank Building, 35 Broad Street, N.W., Atlanta, Georgia 30335.

7. Joinder by Mortgagee. As required by Section 44-3-89 of the Act, the undersigned Mortgagee hereby joins in the execution of this amendment in its capacity as Mortgagee and not as Declarant.

8. Counterpart Execution. This amendment may be executed in any number of counterparts, each of which shall be deemed an original. When each signatory has executed at least one counterpart hereof, it shall have the same effect as if all signatories had executed the same counterpart.

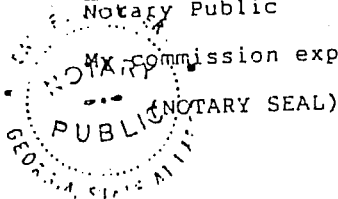
IN WITNESS WHEREOF, this amendment has been executed under seal as of the day and year first above written.

Signed, sealed and delivered on July 15, 1985, in the presence of:

Pam Queller
Witness

Sam F. Hatcher
Notary Public

My commission expires: 1-21-89



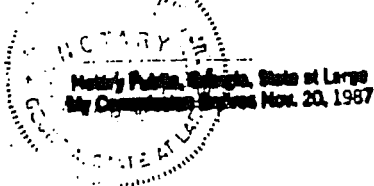
Signed, sealed and delivered on July 15, 1985, in the presence of:

Julia B. Davis
Witness

Sam F. Hatcher
Notary Public

My commission expires:

(NOTARY SEAL)



DECLARANT:
DUNWOODY RIDGE DEV. CO., LTD.,
a Georgia limited partnership

By: James R. Treadwell (SEAL)
General Partner

By: Alfred R. Cole, Sr. (SEAL)
General Partner

MORTGAGEE:
THE CITIZENS AND SOUTHERN
NATIONAL BANK

By: A. Marlene Chatter
Name:
Title: Asst. Vice President

Attest: _____
Name:
Title:

(BANK SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY
SUBMITTED BY THIS AMENDMENT

ALL THAT TRACT OF LAND lying in Land Lots 343 and 354, 18th District, DeKalb County, Georgia, being described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the west right-of-way line of North Peachtree Road (70-foot right-of-way), which point is located 1,068.20 feet northeast as measured along the west right-of-way line of North Peachtree Road, from the north right-of-way line of Interstate Highway Number 285; run thence North 84 degrees 12 minutes 50 seconds West 890.23 feet to a point; run thence North 84 degrees 12 minutes 50 seconds West 228.00 feet to a point; run thence North 84 degrees 12 minutes 50 seconds West 322.00 feet to an iron pin found on the southeast right-of-way line of Peachford Road (60-foot right-of-way); thence generally northeast along the southeast right-of-way of Peachford Road the following courses and distances: North 54 degrees 25 minutes 48 seconds East 97.84 feet to a point; thence along a line which forms the arc of a curve, said arc lying northwest of a chord (having a radius of 11,429.20 feet and a chord bearing of North 55 degrees 06 minutes 48 seconds East and a chord distance of 272.67 feet) an arc distance of 272.68 feet to a point; North 55 degrees 47 minutes 43 seconds East 198.66 feet to a point; thence along a line which forms the arc of a curve, said arc lying southeast of a chord (having a radius of 603.69 feet and a chord bearing North 40 degrees 26 minutes 48 seconds East and a chord distance of 319.61 feet) an arc distance of 323.47 feet to a point; North 25 degrees 05 minutes 48 seconds East 20.35 feet to a point; thence along a line which forms the arc of a curve, said arc lying southeast of a chord (having a radius of 1,462.69 feet and a chord bearing North 18 degrees 57 minutes 48 seconds East and a chord distance of 312.57 feet) an arc distance of 313.15 feet to the TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence North 12 degrees 49 minutes 48 seconds East along the east right-of-way line of Peachford Road 165.74 feet to a point; thence following the east right-of-way line of Peachford Road along a line which forms the arc of a curve, said arc lying northwest of a chord (having a radius of 607.27 feet and a chord bearing North 16 degrees 22 minutes 11 seconds East a chord distance of 74.98 feet) an arc distance of 75.03 feet to an iron pin found; thence South 75 degrees 18

minutes 34 seconds East 49.61 feet to a point; thence along a line which forms the arc of a curve, said arc lying northeast of a chord (having a radius of 173.62 feet and a chord bearing South 42 degrees 48 minutes 34 seconds East and a chord distance of 186.58 feet) an arc distance of 196.97 feet to a point; thence South 10 degrees 18 minutes 34 seconds East 142.00 feet to a point; thence along a line which forms the arc of a curve, said arc lying southwest of a chord (having a radius of 190.99 feet and a chord bearing South 29 degrees 03 minutes 34 seconds East and a chord distance of 122.38 feet) an arc distance of 125.00 feet to a point; thence South 47 degrees 48 minutes 34 seconds East 50.00 feet to a point; thence South 89 degrees 33 minutes 40 seconds West 227.92 feet to a point; thence North 17 degrees 46 minutes 22 seconds East 22.00 feet to a point; thence North 58 degrees 44 minutes 55 seconds West 90.00 feet to a point; thence North 23 degrees 26 minutes 19 seconds West 142.00 feet to the True Point of Beginning; said tract shown on survey entitled "As-Built Survey of Dunwoody Ridge - A Condominium" prepared by Farley E. Wolford, Georgia R.L.S. No. 1989, dated November 26, 1984, revised July 8, 1985.

EXHIBIT B

DESCRIPTION OF SUBMITTED PROPERTY

The submitted property consists of (1) the property described in Exhibit A to this Amendment and (2) the property described in Exhibit A to the Declaration of Dunwoody Ridge, A Condominium recorded in Deed Book 5104, page 104, DeKalb County, Georgia records which descriptions are incorporated herein by this reference.

TOGETHER WITH AND SUBJECT TO the rights contained in that certain Cross Easement Agreement For Certain Common Facilities dated November 26, 1984, recorded in Deed Book 5126, page 668, aforesaid records.

EXHIBIT C

SCHEDULE OF UNIT INFORMATION (Revised for This Amendment)

This exhibit sets forth for each Condominium Unit its Identifying Number, undivided interest in the Common Elements, Vote in the Association, share of liability for Common Expenses, and assigned parking spaces, if any.

Each Condominium Unit has an equal share of undivided interest in the Common Elements, Vote in the Association, and liability for Common Expenses.

<u>Unit Identifying Number</u>	<u>Identifying Num- ber of Underground Parking Spaces of Spaces Assigned</u>	<u>Common Elements, Vote and Common Expenses</u>
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Building 1

	No Underground Parking	Equal Share Per Unit
4460	"	"
4462	"	"
4464	"	"
4466	"	"
4468	"	"
4470	"	"
4472	"	"
4474	"	"
4476	"	"
4478	"	"
4480	"	"
4482	"	"

Building 2

	No Underground Parking	Equal Share Per Unit
4484	"	"
4486	"	"
4488	"	"
4490	"	"
4492	"	"
4494	"	"
4496	"	"
4498	"	"
4502	"	"
4504	"	"
4506	"	"
4508	"	"

Building 3

4525	1 & 2	Equal Share Per Unit
4527	3 & 4	"
4529	7 & 8	"
4531	5 & 6	"
4533	10 & 13	"
4535	9 & 14	"
4537	12 & 15	"
4539	11 & 16	"
4541	19 & 20	"
4543	17 & 18	"
4545	21 & 22	"
4547	23 & 24	"

For information, the Identifying Number for each Condominium Unit is the same as its street number on Pine Ridge Circle. The Building numbers are for information only and are not a part of the Identifying Numbers of The Condominium Units.

FILED & RECORDED
MAY 19 11 04 AM '86
SECOND AMENDMENT TO DECLARATION
OF
DUNWOODY RIDGE, A CONDOMINIUM

EXHIBITS:

- A - Property Added by This Amendment
- B - Submitted Property
- C - Schedule of Condominium Unit Information

RECORDING REFERENCES:

Declaration (original): Deed Book 5104, Page 104
Plat (original): Plat Book 5, Page 118
Plans (original): Condominium Floor Plans Cabinet 169
First Amendment: Deed Book 5254, page 263
Plat (for first amendment):
Condominium Plat Book 5, page 156
Plans (for first amendment):
Condominium Floor Plans File No. 169
Plat (for this amendment):
Condominium Plat Book 6, page 4A
Plans (for this amendment):
Condominium Floor Plans File No. 169

SECOND AMENDMENT TO DECLARATION OF
DUNWOODY RIDGE, A CONDOMINIUM

THIS AMENDMENT is made as of May _____, 1986, by DUNWOODY RIDGE DEV. CO., LTD., a Georgia limited partnership, (the "Declarant") and is joined in by THE CITIZENS AND SOUTHERN NATIONAL BANK as the holder of the deed to secure debt encumbering the property added hereby ("Mortgagee") pursuant to Section 44-3-89 of the Act.

STATEMENT OF BACKGROUND INFORMATION

The Declaration of Dunwoody Ridge, A Condominium, is dated November 26, 1984, and is recorded in Deed Book 5104, page 104, DeKalb County, Georgia, records. The Plat and Plans accompanying the Declaration are recorded as set forth on the first page of this amendment. The First Amendment to Declaration of Dunwoody Ridge, A Condominium ("First Amendment"), is dated July 12, 1985 and is recorded in Deed Book 5254, page 263, aforesaid records. The Plat and Plans accompanying the First Amendment are recorded as set forth on the first page of this amendment. The Declaration, in Section 3.7, provides to the Declarant the option to expand the Condominium as set forth in said Section 3.7. Declarant desires to further expand the Condominium pursuant to Section 3.7 of the Declaration as hereinafter set forth.

STATEMENT OF AMENDMENT

The Declaration is hereby amended as follows:

1. Addition of Property. The portion of the Additional Property described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby added to the Condominium and submitted to the Declaration and the Act. It is the intent of Declarant to add to the Condominium by this amendment only a portion of the Additional Property, so that other Additional Property remains which may be added later. The Submitted Property (including both the property added hereby and the property previously submitted) is described in Exhibit B, attached hereto and incorporated herein by this reference.

2. Unit Information. The Schedule of Unit Information attached hereto as Exhibit C and incorporated herein by this reference is hereby substituted for the schedule attached as Exhibit C to the First Amendment. This Schedule of Unit Information attached hereto as Exhibit C sets forth for each Unit its Identifying Number, undivided interest in the Common Elements, number of Votes in the association, share of liability for Common Expenses, and assigned parking spaces, if any.

3. Plat and Plans. The Plat and Plans required by the Act to be filed in connection with the expansion of the Condominium are recorded as set forth on the first page of this amendment.

4. Effect. The Declaration and other Condominium Instruments, as hereby amended, shall remain in full force and effect with respect to the Submitted Property described in Exhibit B hereto. In particular, but without limitation, the property added hereby shall contain twenty (20) Units owned by Declarant having boundaries and Limited Common Elements as shown on the Plat and Plans and as provided in the Condominium Instruments and in the Act, with the balance of the property added hereby being Common Elements. Building 4 and Building 5, which are added by this amendment, do have underground parking as anticipated in the Declaration. The spaces are shown and numbered in the Plans and assigned on Exhibit C as Limited Common Elements.

5. Definitions. The terms defined in the Declaration shall, when used herein, have the meaning given to them in the Declaration, except and to the extent that any term is changed by this amendment.

6. Author. This amendment was prepared by Sam F. Hatcher of Alston & Bird, 1200 C&S National Bank Building, 35 Broad Street, N.W., Atlanta, Georgia 30335.

7. Joinder by Mortgagee. As required by Section 44-3-89 of the Act, the undersigned Mortgagee hereby joins in the execution of this amendment in its capacity as Mortgagee and not as Declarant.

8. Counterpart Execution. This amendment may be executed in any number of counterparts, each of which shall be deemed an original. When each signatory has executed at least one counterpart hereof, it shall have the same effect as if all signatories had executed the same counterpart.

IN WITNESS WHEREOF, this amendment has been executed under seal as of the day and year first above written.

Signed, sealed and delivered on May 16, 1986, in the presence of:

Witness

Notary Public

My commission expires:

(NOTARY SEAL)

MY COMMISSION EXPIRES APRIL 24, 1988

Signed, sealed and delivered on May 16, 1986, in the presence of:

Witness

Notary Public

My commission expires:

(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires Apr. 4, 1988

EXECUTION BY

NOTARY PUBLIC

May 16, 1986

DECLARANT:

DUNWOODY RIDGE DEV. CO., LTD.,
a Georgia limited partnership

By:

James R. Treadwell
General Partner

By:

Alfred G. Cole, Jr.
General Partner

MORTGAGEE:

THE CITIZENS AND SOUTHERN
NATIONAL BANK

By:

S. Marlene Crotts
Name: S. Marlene Crotts
Title: Vice President

Attest:

Name: J. Tony Lott
Title: Vice President

(BANK SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY
SUBMITTED BY THIS AMENDMENT

ALL THAT TRACT OF LAND lying in Land Lot 343 18th District,
DeKalb County, Georgia, being described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the west right-of-way line of North Peachtree Road (70-foot right-of-way), which point is located 1,068.20 feet northeast as measured along the west right-of-way line of North Peachtree Road, from the north right-of-way line of Interstate Highway Number 285; run thence North 84 degrees 12 minutes 50 seconds West 390.23 feet to a point; run thence North 40 degrees 17 minutes 10 seconds East 277.00 feet to a point; run thence North 51 degrees 17 minutes 10 seconds East 160.38 feet to the TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence North 38 degrees 42 minutes 50 seconds West 142.96 feet to a point; run thence North 35 degrees 12 minutes 49 seconds East 108.00 feet to a point; run thence North 23 degrees 56 minutes 25 seconds East 128.00 feet to a point; run thence North 17 degrees 46 minutes 22 seconds East 116.50 feet to a point; run thence North 89 degrees 32 minutes 42 seconds East 227.71 feet to a point; run thence along a line which forms the arc of a curve, said arc lying northeast of a chord (having a radius of 110.94 feet and a chord bearing of South 40 degrees 39 minutes 07 seconds East and a chord distance of 27.65 feet) an arc distance of 27.72 feet to an iron pin found; run thence South 35 degrees 20 minutes 54 seconds West 188.49 feet to a point; run thence South 29 degrees 32 minutes 10 seconds West 204.00 feet to a point; run thence South 51 degrees 17 minutes 10 seconds West 123.62 feet to the True Point of Beginning; said tract shown on survey entitled "As-Built Survey of Dunwoody Ridge - A Condominium" prepared by Farley E. Wolford, Georgia R.L.S. No. 1989, dated November 26, 1984, revised April 30, 1986.

EXHIBIT B

DESCRIPTION OF SUBMITTED PROPERTY

The submitted property consists of (1) the property described in Exhibit A to this Amendment (2) the property described in Exhibit A to the First Amendment To Declaration of Dunwoody Ridge, A Condominium recorded in Deed Book 5254, page 263, DeKalb County, Georgia records and (3) the property described in Exhibit A to the Declaration of Dunwoody Ridge, A Condominium recorded in Deed Book 5104, page 104, aforesaid records, which descriptions are incorporated herein by this reference.

TOGETHER WITH AND SUBJECT TO the rights contained in that certain Cross Easement Agreement For Certain Common Facilities dated November 26, 1984, recorded in Deed Book 5126, page 668, aforesaid records.

EXHIBIT C

SCHEDULE OF UNIT INFORMATION (Revised for This Amendment)

This exhibit sets forth for each Condominium Unit its Identifying Number, undivided interest in the Common Elements, Vote in the Association, share of liability for Common Expenses, and assigned parking spaces, if any.

Each Condominium Unit has an equal share of undivided interest in the Common Elements, Vote in the Association, and liability for Common Expenses.

<u>Unit Identifying Number</u>	<u>Identifying Num- ber of Underground Parking Spaces of Spaces Assigned</u>	<u>Common Elements, Vote and Common Expenses</u>
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Building 1

	No Underground Parking	Equal Share Per Unit
4460	"	"
4462	"	"
4464	"	"
4466	"	"
4468	"	"
4470	"	"
4472	"	"
4474	"	"
4476	"	"
4478	"	"
4480	"	"
4482	"	"

Building 2

	No Underground Parking	Equal Share Per Unit
4484	"	"
4486	"	"
4488	"	"
4490	"	"
4492	"	"
4494	"	"
4496	"	"
4498	"	"
4502	"	"
4504	"	"
4506	"	"
4508	"	"

Building 3

		Equal Share Per Unit
4525	1 & 2	"
4527	3 & 4	"
4529	7 & 8	"
4531	5 & 6	"
4533	10 & 13	"
4535	9 & 14	"
4537	12 & 15	"
4539	11 & 16	"
4541	19 & 20	"
4543	17 & 18	"
4545	21 & 22	"
4547	23 & 24	"

Building 4

4509	1 & 2	"
4511	3 & 4	"
4513	5 & 6	"
4515	7 & 8	"
4517	9 & 10	"
4519	11 & 12	"
4521	13 & 14	"
4523	15 & 16	"

Building 5

		Equal Share Per Unit
4485	1 & 2	"
4487	3 & 4	"
4489	5 & 6	"
4491	7 & 8	"
4493	9 & 11	"
4495	10 & 12	"
4497	13 & 15	"
4499	14 & 16	"
4501	17 & 18	"
4503	19 & 20	"
4505	21 & 22	"
4507	23 & 24	"

For information, the Identifying Number for each Condominium Unit is the same as its street number on Pine Ridge Circle. The Building numbers are for information only and are not a part of the Identifying Numbers of The Condominium Units.

THIRD AMENDMENT TO DECLARATION
OF
DUNWOODY RIDGE, A CONDOMINIUM

EXHIBITS:

- A - Property Added by This Amendment
- B - Submitted Property
- C - Schedule of Condominium Unit Information

RECORDING REFERENCES:

Declaration (original): Deed Book 5104, Page 104

Plat (original): Plat Book 5, Page 118

Plans (original): Condominium Floor Plans Cabinet 169

First Amendment: Deed Book 5254, page 263

Plat (for first amendment):
Condominium Plat Book 5, page 156

Plans (for first amendment):
Condominium Floor Plans File No. 169

Second Amendment: Deed Book 5474, page 106

Plat (for second amendment):
Condominium Plat Book 6, page 46

Plans (for second amendment):
Condominium Floor Plans File No. 169

Plat (for this amendment):
Condominium Plat Book 6, page 68

Plans (for this amendment):
Condominium Floor Plans File No. 169

THIRD AMENDMENT TO DECLARATION OF
DUNWOODY RIDGE, A CONDOMINIUM

THIS THIRD AMENDMENT is made as of October 30, 1986, by DUNWOODY RIDGE DEV. CO., LTD., a Georgia limited partnership (the "Declarant"), and is joined in by THE CITIZENS AND SOUTHERN NATIONAL BANK as the holder of the deed to secure debt encumbering the property added hereby ("Mortgagee") pursuant to Section 44-3-89 of the Act.

STATEMENT OF BACKGROUND INFORMATION

The Declaration of Dunwoody Ridge, A Condominium, is dated November 26, 1984, and is recorded in Deed Book 5104, page 104, DeKalb County, Georgia, records. The Plat and Plans accompanying the Declaration are recorded as set forth on the cover page of this amendment. The First Amendment To Declaration of Dunwoody Ridge, A Condominium ("First Amendment"), is dated July 12, 1985 and is recorded in Deed Book 5254, page 263, aforesaid records. The Plat and Plans accompanying the First Amendment are recorded as set forth on the cover page of this amendment. The Second Amendment to Declaration of Dunwoody Ridge, A Condominium ("Second Amendment"), is recorded in Deed Book 5474, page 106, aforesaid records. The Plat and Plans accompanying the Second Amendment are recorded as set forth on the cover page of this amendment. The Declaration, in Section 3.7, provides to the Declarant the option to expand the Condominium as set forth in said Section 3.7. Declarant desires to further expand the Condominium pursuant to Section 3.7 of the Declaration as hereinafter set forth.

STATEMENT OF AMENDMENT

The Declaration is hereby amended as follows:

1. Addition of Property. The portion of the Additional Property described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby added to the Condominium and submitted to the Declaration and the Act. This amendment adds the last portion of the Additional Property to be added to the Condominium; no other portion remains to be added. The Submitted Property (including both the property added hereby and the property previously submitted) is described in Exhibit B, attached hereto and incorporated herein by this reference.

2. Unit Information. The Schedule of Unit Information attached hereto as Exhibit C and incorporated herein by this reference is hereby substituted for the schedule attached as Exhibit C to the Second Amendment. The Schedule of Unit Information attached hereto as Exhibit C sets forth for each Unit its Identifying Number, undivided interest in the Common Elements, number of Votes in the association, share of liability for Common Expenses, and assigned parking spaces, if any.

3. Plat and Plans. The Plat and Plans required by the Act to be filed in connection with the expansion of the Condominium are recorded as set forth on the cover page of this amendment.

4. Effect. The Declaration and other Condominium Instruments, as hereby amended, shall remain in full force and effect with respect to the Submitted Property described in Exhibit B hereto. In particular, but without limitation, the property added hereby shall contain twenty-four (24) Units owned by Declarant having boundaries and Limited Common Elements as shown on the Plat and Plans and as provided in the Condominium Instruments and in the Act, with the balance of the property added hereby being Common Elements. Building 6, which is added by this amendment, does have underground parking as anticipated in the Declaration. The spaces are shown and numbered in the Plans and assigned on Exhibit C as Limited Common Elements. Building 7, the other Building added by this amendment, does not have underground parking.

5. Definitions. The terms defined in the Declaration shall, when used herein, have the meaning given to them in the Declaration, except and to the extent that any term is changed by this amendment.

6. Author. This amendment was prepared by Randall D. Borud of Alston & Bird, 100 Galleria Parkway, Suite 1200, Atlanta, Georgia 30339.

7. Joinder by Mortgagee. As required by Section 44-3-82 of the Act, the undersigned Mortgagee hereby joins in the execution of this amendment in its capacity as Mortgagee and not as Declarant.

8. Counterpart Execution. This amendment may be executed in any number of counterparts, each of which shall be deemed an original. When each signatory has executed at least one counterpart hereof, it shall have the same effect as if all signatories had executed the same counterpart.

5635 037

IN WITNESS WHEREOF, this amendment has been executed
under seal as of the day and year first above written.

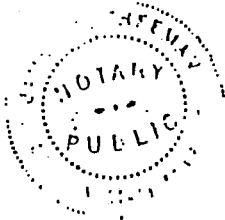
Signed, sealed and delivered
on 10/31, 1986, in the
presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 1-10-88

(NOTARY SEAL)



DECLARANT:

DUNWOODY RIDGE DEV. CO., LTD.,
a Georgia limited partnership

By: [Signature] (SEAL)
James R. Treadwell
General Partner

By: [Signature] (SEAL)
Alfred J. Cole, Sr.
General Partner

Signed, sealed and delivered
on October 31, 1986, in the
presence of:

Michael B. Fite
Witness

Ruth F. Murphy
Notary Public

My Commission expires:

NOTARY
(NOTARY SEAL)

Public, Georgia, State at Large
My Commission Expires Apr. 4, 1988

EXECUTION BY
NOTARY PUBLIC

October 31, 1986

MORTGAGEE:

THE CITIZENS AND SOUTHERN
NATIONAL BANK

By: [Signature]
Name: J. Tony [unclear]
Title: Vice President

Attest: [Signature]
Name: Arthur C. Chase, Jr.
Title: Assistant Vice President

(BANK SEAL)

5838 839

EXHIBIT A

DESCRIPTION OF PROPERTY SUBMITTED
BY THIS AMENDMENT

All that tract or parcel of land lying and being in Land Lots 343 and 344 of the 18th District, DeKalb County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found on the western right-of-way line of North Peachtree Road (70 foot right-of-way) 1,068.2 feet northeasterly along said right-of-way line from its intersection with the existing northern right-of-way line of Interstate Highway 285; run thence north 84° 12' 50" west 890.23 feet to the TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run north 40° 17' 10" east 277.00 feet to a point; run thence north 51° 17' 10" east 160.38 feet to a point; run thence north 38° 42' 50" west 142.96 feet to a point; run thence south 47° 49' 19" west 596.00 feet to a point; run thence south 84° 12' 50" east 228.00 feet to the TRUE POINT OF BEGINNING; said metes and bounds, courses and distances being more particularly shown on that certain As-Built Survey of Dunwoody Ridge - A Condominium, prepared by Farley E. Wolford, R.L.S. 1989, dated November 26, 1984, last revised October 27, 1986, designated "Submitted Property" and containing 1.77 acres according to said survey.

553-100

EXHIBIT B

DESCRIPTION OF SUBMITTED PROPERTY

The submitted property consists of (1) the property described in Exhibit A to this amendment, (2) the property described in Exhibit A to the Second Amendment to Declaration of Dunwoody Ridge, A Condominium, recorded in Deed Book 5474, page 106, DeKalb County, Georgia records, (3) the property described in Exhibit A to the First Amendment To Declaration of Dunwoody Ridge, A Condominium, recorded in Deed Book 5254, page 263, aforesaid records, and (4) the property described in Exhibit A to the Declaration of Dunwoody Ridge, A Condominium, recorded in Deed Book 5104, page 104, aforesaid records, which descriptions are incorporated herein by this reference.

TOGETHER WITH AND SUBJECT TO the rights contained in that certain Cross Easement Agreement For Certain Common Facilities dated November 26, 1984, recorded in Deed Book 5126, page 668, aforesaid records.

EXHIBIT C

SCHEDULE OF UNIT INFORMATION (Revised for This Amendment)

This exhibit sets forth for each Condominium Unit its Identifying Number, undivided interest in the Common Elements, Vote in the Association, share of liability for Common Expenses, and assigned parking spaces, if any.

Each Condominium Unit has an equal share of undivided interest in the Common Elements, Vote in the Association, and liability for Common Expenses.

<u>Unit Identifying Number</u>	<u>Identifying Num- ber of Underground Parking Spaces of Spaces Assigned</u>	<u>Common Elements, Vote and Common Expenses</u>
<u>Building 1</u>		
4460	No Underground Parking	Equal Share Per Unit
4462	"	"
4464	"	"
4466	"	"
4468	"	"
4470	"	"
4472	"	"
4474	"	"
4476	"	"
4478	"	"
4480	"	"
4482	"	"

<u>Building 2</u>		
4484	No Underground Parking	Equal Share Per Unit
4486	"	"
4488	"	"
4490	"	"
4492	"	"
4494	"	"
4496	"	"
4498	"	"
4502	"	"
4504	"	"
4506	"	"
4508	"	"

5635-702

Building 3

		Equal Share Per Unit
4525	1 & 2	"
4527	3 & 4	"
4529	7 & 8	"
4531	5 & 6	"
4533	10 & 13	"
4535	9 & 14	"
4537	12 & 15	"
4539	11 & 16	"
4541	19 & 20	"
4543	17 & 18	"
4545	21 & 22	"
4547	23 & 24	"

Building 4

4509	1 & 2	"
4511	3 & 4	"
4513	5 & 6	"
4515	7 & 8	"
4517	9 & 10	"
4519	11 & 12	"
4521	13 & 14	"
4523	15 & 16	"

Building 5

		Equal Share Per Unit
4485	1 & 2	"
4487	3 & 4	"
4489	5 & 6	"
4491	7 & 8	"
4493	9 & 11	"
4495	10 & 12	"
4497	13 & 15	"
4499	14 & 16	"
4501	17 & 18	"
4503	19 & 20	"
4505	21 & 22	"
4507	23 & 24	"

Building 6

		Equal Share Per Unit
4461	1 & 2	"
4463	3 & 4	"
4465	5 & 6	"
4467	7 & 8	"
4469	11 & 12	"
4471	9 & 10	"
4473	15 & 16	"
4475	13 & 14	"
4477	17 & 18	"
4479	19 & 20	"
4481	21 & 22	"
4483	23 & 24	"

Building 7

	No Underground Parking	Equal Share Per Unit
4437	"	"
4439	"	"
4441	"	"
4443	"	"
4445	"	"
4447	"	"
4449	"	"
4451	"	"
4453	"	"
4457	"	"
4455	"	"
4459	"	"

For information, the Identifying Number for each Condominium Unit is the same as its street number on Pine Ridge Circle. The Building numbers are for information only and are not a part of the Identifying Numbers of The Condominium Units.

FILED & RECORDED
DEKALB CO. GA.

STATE OF GEORGIA
COUNTY OF DEKALB

SEP 23 8 30 AM '91

CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA.

Reference: Deed Book 5104
Page 104
Deed Book 5254
Page 263
Deed Book 5474
Page 106
Deed Book 5635
Page 695

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.

2013027310 DEED BOOK 23541 Pg 207

Georgia Intangible Tax Paid \$0.00
Real Estate Transfer Tax \$0.00

Filed and Recorded:
1/29/2013 9:39:03 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

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

[Space Above Reserved for Recording Data]

GEORGIA/DEKALB

Cross Reference: Deed Book 5104
Page 104

**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 of owners of units at Dunwoody Ridge 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 have approved this Amendment;

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

1.

Article 5 of the Declaration is hereby amended by adding the following Sections 5.9 and 5.10 thereto:

5.9. Voting Suspension for Delinquent Owners and Violators. The Board of Directors may suspend the voting rights of any Owner and Unit, without compliance with Article 5, Section 5.7 hereof, if the Owner is shown on the Association's records to be delinquent in the payment of any assessment or charge owed to the Association. The Board of Directors also may suspend the voting rights of any Owner and Unit for other violations of the Declaration or Association rules, subject to Article 5, Section 5.7 hereof.

If the voting rights for a Unit have been suspended under this Declaration, the Owner of such Unit shall not be eligible to: (1) vote, either in person or by proxy, on any matter requiring or permitting a vote of the Owners or members under this Declaration or the Association Bylaws; (2) act as proxy for any other member; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a director (if serving on the Board of Directors). In establishing the total number of votes required for a quorum, or any other purposes under this Declaration or the Bylaws, such Unit shall not be counted as an eligible vote and shall not be counted for purposes of determining the total number of Units, Owners or members on which to base the calculation of a quorum, majority or other specified voting threshold.

5.10. Borrowing. The Board of Directors, on behalf of the Association, shall have the power to borrow money for any purpose with the approval of Owners holding a majority of the eligible vote which is cast at a duly called Association membership meeting, or is cast by ballot or consent as provided in the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-704 and Section 14-3-708.

2.

Article 6, Section 6.3 of the Declaration is hereby amended by deleting the first sentence thereof in its entirety and substituting the following therefor:

In addition to annual assessments, fines and other charges authorized under this Declaration or the Association's Bylaws, the Association shall be authorized to levy special assessments and specific assessments against Unit in accordance with, and following all procedures specified in, Section 44-3-80 of the Georgia Condominium Act.

3.

Article 11, Section 11.1 of the Declaration is hereby amended by adding the following to the end thereof:

Provided that the Board has issued to an Owner a copy of a Board-proposed amendment to the Declaration and/or Bylaws and, by certified mail, a ballot or consent form providing the Owner an opportunity to vote in favor of, vote against or abstain from voting on such proposed amendment, if the Owner fails to return such ballot or consent within 60 days of the date of its mailing by certified mail, such Owner will be deemed to have consented to and voted in favor of such amendments.

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 9 day of JANUARY, 2013.

Sworn to and subscribed to before
me this 9 day of JANUARY,
2013.

DUNWOODY RIDGE CONDOMINIUM
ASSOCIATION, INC.

Cashid
Witness

By: Caryn J. Noble (Seal)
President

David V. Anderson
Notary Public

Attest: Paul D. Rogers (Seal)
Signature/Title

[Notary Seal]

[Corporate Seal] PCC

