

Return To:  
Lazega & Johanson, LLC  
P O. Box 250800  
Atlanta, Georgia 30325  
Attn: Kathryn K. Roberts

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STATE OF GEORGIA  
COUNTY OF 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 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; and

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

**1.**

**Article 1, Section 1.2 of the Declaration is hereby amended by adding the following new definition thereto:**

"Area of Common Responsibility" means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person, become the maintenance responsibility of the Association.

**2.**

**Article 5, Sections 5.5 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

A. **By the Owner.** The responsibility of the Unit Owner shall be as follows:

(i) To maintain, repair and replace all portions of his or her Unit, except those portions which are to be maintained, repaired or replaced by the Association under subparagraph B of this Paragraph.

The responsibility of the Unit Owner to maintain the Unit shall include, but not be limited to, the following:

(a) the maintenance, repair and replacement of all fixtures and equipment installed in his or her Unit and all utility lines, pipes, wires, vents, ducts, flues, conduits or systems that serve only that Unit that lie within the Unit itself and that lie partially inside and partially outside of the designated boundaries of the Unit;

(b) the maintenance and repair of the wood, drywall, plaster, or other building material on the Unit side of the exterior walls and ceilings forming the boundaries of the Unit;

(c) the maintenance, repair and replacement of the windows, window casings, screens, exterior doors and door frames (including the front door, back door if any, caulking of windows, and door push-buttons), screens and exterior glass surfaces, serving his or her Unit;

(e) the maintenance and repair of those portions of the heating and air conditioning systems serving a Unit which are located within the Unit itself, as well as any components or portions of the system(s) located outside the Unit.

(ii) Each owner shall maintain the storage area(s) appurtenant to his or her Unit and no Owner shall keep his or her storage area in such a way as to pose a health or safety problem to the residents of Dunwoody Ridge.

(iii) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(iv) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(v) To promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.

(vi) Not to make any alterations in the portions of the Unit which are to be maintained by the Association.

B. **By the Association.** Except as otherwise specifically provided herein, the Association shall maintain and keep in good repair as a Common Expense, the "Area of Common Responsibility," which is limited to:

(i) maintenance, repair, replacement and, in the discretion of the Board, improvement of the Common Elements and Limited Common Elements;

(ii) exterior maintenance upon the buildings containing the Units, including, but not limited to, painting, repairing, replacing and caring for the following:

(a) roofs (including the roof joists and trusses, crossbeams, roof decking and underlayment, and shingles or other covering and surface materials);

(b) gutters and downspouts, if any;

(c) exterior walls and surfaces bounding the Units, including the concrete block, stucco or other building material forming the exterior walls of the Units or of the building containing the Units (but not including the wood, drywall, plaster or other building material on the Unit side of the perimetrical or vertical boundaries of the Unit));

(d) exterior stairways, stoops, landings, railings, courtyards and steps;

(e) projecting cornices and copings; and

(f) other exterior improvements.

(iii) maintenance and repair of the garages appurtenant to the Units. Notwithstanding the foregoing, garage door openers shall remain Owner responsibility; and

(iv) maintenance of utility lines, pipes, wires, vents, ducts, flues, and conduits serving more than one Unit to the extent that such utility lines, pipes, wires, vents, ducts, flues, and conduits are not maintained by public, private or municipal utility companies.

Exterior maintenance shall not include front and rear doors, screens, window and door glass, or any heating and/or air conditioning equipment serving a Unit but located outside the boundaries thereof.

If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder. Similarly, the Board can require Owners to remove items attached by Owners to the building exteriors or other exterior portions of Units, if the Board determines that removal is necessary or beneficial for the Association to discharge its maintenance responsibilities, such as for exterior painting; however, Owners may reinstall such removed items in their previous locations or a location approved by the Board, if the items were installed in accordance with the Declaration prior to their removal and such items are in a condition consistent with the Community-Wide Standard.

Additionally, if the Board determines that the need for maintenance or repair in the Common Elements is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, which shall become the personal obligation of the Owner and a lien against the Unit.

The Association shall reasonably repair incidental damage to any Unit resulting from the Association's performance of work that is the responsibility of the Association hereunder; provided, however, the Association may require such Unit Owner to pay the Association any delinquent assessments or charges owed before the Association performs such repairs, and the Association shall not be responsible for restoring or repairing any improvements or upgrades above original construction and finish levels for Units. Further, as finish levels can have varying degrees, the Board may elect to complete such repairs only to the extent of being final paint or finish ready, with such final finishes to be performed by and at the expense of the Unit Owner. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the gross negligence of the Association. Further, the Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

It is understood that, even if damage within a Unit is caused by an exterior condition for which the Association is responsible hereunder, the Owner shall be responsible for repairs within his or her Unit (including drywall, carpet, finished flooring, and other repairs), unless such damage was caused solely by or resulted solely from the gross negligence of the Association, or such damage is covered under insurance maintained by the Association hereunder (solely to the extent of proceeds actually paid under such insurance). It also is understood that any failure of an Owner or Occupant to promptly report Common Element conditions causing damage to his or her Unit or the Common Elements, when the Owner or Occupant has knowledge or notice of such condition, or to provide the Association with all necessary access into the Unit to investigate any such condition, could result in unnecessary damage to the Condominium, and the Owner and/or Occupant may be held responsible for such damages. Except to the extent of proceeds of insurance available under the hazard insurance policy maintained by the Association under this Declaration, each Owner and Occupant at the Condominium hereby releases and fully indemnifies the Association for all claims of damage or liability related to or resulting from such Owner's and/or Occupant's failure to discharge maintenance, repair and reporting obligations existing under this Paragraph.

C. Measures Related to Insurance Coverage and Unit Improvements. In addition to requiring Owners to perform maintenance, repairs and replacements required under this Declaration, the Board of Directors may require all or any Owner(s) to make improvements to Units, or do any act or perform any work involving portions of the Condominium which fall within the maintenance responsibility of the Owner, which will, in the Board's discretion, decrease the possibility of fires, water damage, or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, reduce Association utility expenses, reduce the transmission of sound, smoke and/or odor between Units and/or the Common Elements, or otherwise assist the Board in procuring or maintaining insurance coverage.

In addition to any other rights the Association may have, if an Owner does not comply with any requirement established by the Board pursuant to this subparagraph, the Association, upon 10 days' written notice (or immediately in emergency situations), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be a specific assessment against Owner and shall become and be the personal obligation of the Owner and a lien against the Unit. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

D. Mold and/or Mildew; Water Leak Investigation. Mold and/or mildew can grow in any portion of the Condominium that is exposed to a regular source of moisture. Therefore, the Association and the Unit Owners agree, within 15 days of discovering any water leaks or identifying any mold, mildew or moisture condition within their respective maintenance areas, to: (i) investigate to determine the source of the problem and the extent of the condition; (ii) repair any

such leaks in their respective areas of maintenance responsibility in a good and workmanlike condition; (iii) ensure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; (iv) operate appropriate environmental control measures, such as dehumidification devices, to inhibit mold and mildew growth until the condition is remediated; and (v) clean any area where mold and/or mildew appears with an industry-accepted product designed to inhibit the growth of mold and/or mildew.

If the Association investigates a reported leak or reported water damage at the Condominium and determines that the leak or water damage is being caused by a condition which is the responsibility of an individual Owner to repair, then the Association may either: (1) make the required repair and assess all costs thereof against that Owner who is responsible for the repair, notwithstanding the fact that the Owner may have no notice or opportunity to select the contractor performing the repair or to approve the expense prior to such repair being made by the Association; or (2) require that Owner to promptly correct the leak and repair the condition. The Association may enter a Unit to inspect for leaking toilets, faucets, pipes, fixtures or other items which may be causing water damage and/or waste of water provided as a Common Expense, or sources of violating noise, smoke or odor transmission to other Units or the Common Elements.

E. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have at least 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (i) an emergency exists (ii) that an Owner has not complied with the demand given by the Association as herein provided; or (iii) that maintenance, repair or replacement otherwise the responsibility of a Unit Owner must be performed for the Association to properly complete an authorized Association maintenance or repair project; then the Association may provide any such maintenance, repair, or replacement, or any portion thereof, at the Owner's sole cost and expense, with vendors and methods determined by the Board, and such costs shall be an assessment against such Owner and Unit, notwithstanding the fact that the Owner may have no notice or opportunity to select the contractor performing the repair or to approve the expense prior to such repair being made by the Association.

In addition to the foregoing, if the Board of Directors determines that an Owner has failed or refused to discharge properly, or was negligent in, his or her obligation to perform periodic inspections and maintenance of his or her air conditioning condensation and overflow lines, or other mechanical or utility components, as required by this Paragraph and a backup, leak or overflow occurs as a result of this failure, the Association may charge the cost of any repairs to the Common Elements of the Condominium necessitated by the backup, leak or overflow back to the Owner and/or assess fines in accordance with this Declaration as a result of Owner's failure to perform the required maintenance. Any such costs of repair or fines assessed shall be the personal obligation of the Owner and a lien against the Unit.

F. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof, and the interpretation of maintenance obligations under this Declaration, may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

G. Owner and Occupant Emergency Contact Information. To facilitate the Association's performance of its obligations under this Paragraph 10, upon acquiring and/or occupying a Unit, and thereafter upon request by the Board, every Owner and Occupant shall provide the Board of Directors with full contact information for the Owner and Occupant, including an alternate physical residence address if the Owner does not occupy the Unit, a phone number and an email address, and every Owner and Occupant consents to the Association and its agents communicating with Owner and Occupant at such address, phone number and/or email address. Every Owner shall promptly update such contact information with the Board of Directors upon any change in such information. If any Owner fails to provide the information required by this subparagraph, the Association may assess the Owner for any Common Expenses or consequential damages resulting from the lack of such information.

## 3.

**Article 5, Section 5.7 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

**5.7 Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements, unless and until the Association has sent or delivered written notice to the violator as provided in subparagraph 5.7.1 below. However, this shall not be required for the following: (1) late charges on delinquent assessments; (2) suspension of voting rights if an Owner is shown on the Association's records to be delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (3) suspension of the right to use the Common Elements if an Owner is shown on the Association's records to be delinquent in any payment due the Association, including but not limited to suspension of parking privileges at the Condominium; and (4) suspension of common utility services, which shall require compliance with the provisions of the Act.

**5.7.1. Notice.** If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). **Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s).** In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

**5.7.2 Hearing.** If a written request for hearing is received from the violator within 10 days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing, either in person or by video conference, affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the specific participants and/or number of participants who may participate in the hearing and/or be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

## 4.

**Article 5, Section 5.8 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

**5.8 Enforcement.**

**5.8.1. General Enforcement Authority.** The Condominium shall be used only for those uses and purposes set out in this Declaration and the Association's rules and regulations. Every Owner and Occupant shall comply with this Declaration, the Bylaws and Association rules and regulations, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations; provided, however, individual aggrieved Owners are not granted authority hereunder to take enforcement actions as if acting as the Association's Board of Directors. In addition to any rights the Association may have against an Owner's family, guests, invitees, tenants or Occupants as a result of such person's violation of the Declaration, Bylaws or Association rules, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, invitees, tenants or Occupants.

The Association shall have all rights and enforcement authority as authorized under the Act. In addition, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, to suspend an Owner's right to vote and/or to use the Common Elements, to suspend common services, to terminate leasing permits, hardship leasing permits, leases or leasing grandfathered status, and/or to bring legal action and/or obtain injunctive relief, for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board to deny pedestrian ingress and egress to or from a Unit by an authorized Owner or Occupant. If any Occupant of a Unit violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Association under this Paragraph, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, may be assessed against the violating Owner and/or Occupant as provided for in this Declaration and the Act. Every Owner and Occupant consents to an injunction in favor of the Association and an award for all costs and attorneys' fees incurred by the Association in connection therewith, in addition to all other remedies available to the Association, to abate any violation of this Declaration, the Bylaws or Association rules and regulations by such Owner or Occupant.

5.8.2. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in Section 5.7 above.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Condominium to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the Association rules and regulations, and/or to investigate for such conditions upon reasonable suspicion of their existence. If the Association exercises its rights under this subparagraph, all costs of self-help, including, reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, shall be assessed against the violating Owner and/or Occupant and shall constitute a lien against the Unit. Except in a situation determined by the Board to be urgent or an emergency, the Association shall notify the Unit Owner or Occupant at least 24 hours in advance of entering the Owner's or Occupant's Unit. Additionally, the Association shall have the authority to record in the DeKalb County, Georgia land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

5.8.3. Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (1) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (3) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of use restrictions, Association rules and other provisions of the Declaration or Bylaws may vary accordingly. No failure or lack of enforcement of such provisions shall constitute an abandonment of such provisions or prevent the Board or Architectural Control Committee ("ACC") from thereafter requiring strict compliance with such provisions.

5.8.4. Sanctions for Severe Violations. It is recognized that certain severe violations expose the Association and the residents at the Condominium to unacceptable risks of liability, expense and harm. These violations include, but are not limited to: (i) vandalism or other acts that damage the Condominium; (ii) theft of Association property; (iii) repeat or recurring violations of the Declaration or Association rules after the Association has issued notices informing the Owner or Occupant of such violation(s); (iv) leasing without the required approval of the Association or without providing the required notification to the Association, which can result in the Association issuing false and possibly fraudulent statements to mortgage companies, insurance companies and others regarding the status of leased Units at the Condominium; (v) violation of any applicable law; (vi) permitting unauthorized access onto the Condominium; and (vii) hostile, threatening or hazardous conduct towards other Owners, Occupants or Association agents. In this regard, in addition to the right to levy standard fines for violations and continuing fines under subparagraph (A) above for continuing violations, and in addition to all other remedies available to the Association, the Association may levy substantial additional fines, up to \$1,000.00 per occurrence, for violations determined by the Board to constitute severe violations of the Declaration or Association rules. The notice and hearing procedure identified in subparagraph (A) above also shall apply to fines for severe violations.

5.8.5 Towing of Unauthorized Vehicles. If any vehicle is parked on any portion of the Condominium on which the Board possesses enforcement authority, in violation of any provision of the Declaration or the Association's rules, the Board or agent of the Association may tow the vehicle from the Condominium or such property after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed from the Condominium in accordance with the original notice and without further notice. Notwithstanding the 24-hour notice provision above, if a vehicle at the Condominium is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed therefrom immediately.

The Association has no liability for any towing in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, managing agents, and representatives, for any claim or damage from any such towing. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association.

## 5.

**Article 6 of the Declaration is hereby amended by adding the following new Section 6.8 thereto:**

**6.8 Foreclosure Administration Fee.** It is recognized that foreclosures of Mortgages on Units create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of Mortgages and legal periodicals to determine when foreclosures occur, searching the DeKalb County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, disproportionate numbers of and incidents of updates to Association records related to a single Unit. Pursuant to this Declaration and the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Units. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit at a foreclose sale of the Mortgage on such Unit, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the DeKalb County, Georgia records. The Foreclosure Administration Fee shall be established annually by the Board at an amount not to exceed twice the annual assessment applicable to the unit at such time and shall constitute a specific assessment as described in this Declaration.

## 6.

**Article 7, Section 7.4.8 of the Declaration is hereby amended by deleting that Section in its entirety and shall be reserved for future use.**

## 7.

**Article 7, Section 7.6 of the Declaration is hereby amended by deleting the language "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" therefrom and substituting the language "five thousand (\$5,000.00) dollars as the cost of the deductible for any one occurrence, or such higher amount as may be permitted by law" therefor, and the following additional language shall be added to the end of Section 7.6 as follows:**

*"This deductible assessment limit shall not apply to water damage insurance or other insurance that is not expressly required under the Act."*

## 8.

**Article 7 of the Declaration is hereby amended by adding the following new Section 7.7 to the end thereto:**

**7.7 Payment of Claims to Delinquent Owners.** Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under this Declaration, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

## 9.

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

**9.5. Leasing of Units.**

In order to protect the equity of the individual Owners at the Dunwoody Ridge Condominium, and to carry out the purpose for which the Association was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes, leasing of Units shall be governed by the restrictions imposed by this Article. **Except as provided herein, leasing of Units is prohibited.**

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

**9.5.1. Definitions.**

- (a) "Authorized Corporate Occupant" means a shareholder holding a majority interest in an Owner that is a corporation; a member holding a majority interest in an Owner that is a limited liability company; a partner holding a majority interest in an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust (collectively "Authorized Corporate Occupant"). 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 24 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. The Board may require that an Owner provide documentation, such as articles of incorporation, membership agreements, partnership agreements, and trust documents, among other evidence, to support the designation of an Authorized Corporate Occupant. 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.
- (b) "Effective Date" means the date this Amendment is recorded in the DeKalb County, Georgia land records.
- (c) "Grandfathered Owner" means an Owner who owned his or her Unit on September 23, 1991.
- (d) "Grandfathered Unit" means the Unit owned by a Grandfathered Owner.
- (e) "Leasing" means the occupancy of a Unit by any person(s) other than:
- (i) the Unit Owner or a parent, child, brother, sister, grandparent, grandchild, spouse or former spouse of a Unit 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; or
  - (ii) an Authorized Corporate Occupant; or
  - (iii) a roommate of any person identified above, which person identified above also occupies the Unit as his or her primary, full-time residence.

If a Unit is co-owned by more than one Owner (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 together as their principal and primary residence.

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.

Under this Article, a lease purchase arrangement or a lease with an option to purchase, where the occupant is not the Unit Owner, is considered leasing.

This Article 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 a Unit where co-Ownership is conveyed merely for the purpose of circumventing the leasing restrictions established under this Declaration.

#### 9.5.2. Limitations on Leasing.

- (a) General. No Owner of a Unit may lease his or her Unit unless: (1) the Owner has received a hardship leasing permit from the Board as provided below; or (2) the Owner or lessee is the Association.

Owners who want to lease their Units may do so only if they have applied for and received from the Board of Directors a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and the Declaration, Bylaws, and the Association's rules and regulations.

- (b) Grandfathered Unit Leasing. Grandfathered Owners may lease their Grandfathered Units, in accordance with this Section 9.5. Grandfathering and Grandfathered status hereunder shall automatically expire on the date the Grandfathered Owner conveys title to the Grandfathered Unit.



- (c) Hardship Leasing Permits. If a Unit Owner is not a Grandfathered Owner and the failure to lease will result in an undue hardship to the Unit Owner, the Unit Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit.

The Board has the authority to issue or deny hardship leasing permits requests in its discretion after considering the facts and circumstances provided by the Owner in support of the hardship situation. The Board may also consider several factors in evaluating each hardship case, including but not limited to: (1) the nature, degree and likely duration of the hardship, (2) the harm, if any, that will result to the Condominium if the permit is approved, (3) the number of hardship leasing permits that have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

The Board may approve, in its discretion, up to a certain number of hardship leasing permits that may remain outstanding at anytime. No additional hardship leasing permits shall be issued until the number falls below the limited number of hardship leasing permits to be issued. Hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable to other Unit or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits shall be valid for a term of no more than one (1) year, unless otherwise approved by the Board. The Board of Directors has the authority to establish conditions with respect to the granting of hardship leasing permits. Owners may apply for an additional hardship leasing permit at the expiration of a hardship leasing permit, if the circumstances warrant.

Hardship leasing permits shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third-party; (2) the failure of an Owner to lease his or her Unit within 90 days of the permit having been issued; (3) the failure of an Owner to have his or her Unit leased for any consecutive 90 day period; (4) the date that the Owner is shown on the books and records of the Association to be more than 30 days delinquent in the payment of assessments or other charges; or (5) the date the Owner or his or her occupant is determined to be in violation of any provision of the Association's Declaration, Bylaws, rules, or any applicable laws or ordinances.

9.5.3. Leasing Provisions. The limited circumstances under which leasing is authorized in cases of hardship hereunder shall be governed by provisions (a), (b), and (c) below.

- (a) General. Units may be leased only in their entirety; no rooms or fractions of Units may be separately leased without prior written Board approval. No transient tenants, transient occupants, or hotel-type guests are permitted in a Unit, and Units may not be leased or rented or used in a manner similar to a hotel. All leases shall be in writing and the Board may require Owners to use a specific lease addendum or exhibit containing provisions to comply with this Paragraph and the Declaration. There shall be no subleasing of Units or assignment of leases without prior written Board approval.
- (b) Notice. All leases shall be in writing and shall comply with this Declaration and all Association rules and regulations. Leases that do not comply with this Declaration and all Association rules and regulations shall be void. Entering into a lease that does not comply with this Declaration and all Association rules and regulations shall constitute a violation of this Declaration and may result in the imposition of fines and/or other enforcement actions.

No later than 15 business days before entering into a lease of a Unit, the Owner shall provide the Board with: (1) a copy of the proposed lease agreement; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed occupants of the Unit; (3) the Owner's Unit address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Unit is leased; (4) the number and type of all pets to be kept in the Unit; (5) the number, type, color and license plate number of all vehicles to be parked at the Condominium; (6) confirmation of the Tenant Screening required hereunder; and (7) such other information required by the Board. Nothing herein gives the Board the right to approve or disapprove a proposed tenant or occupant.

The Owner must provide the lessee copies of the Declaration, Bylaws and Association rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant.

Once a hardship leasing permit is issued to an Owner, within 10 days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the executed lease agreement and all other information required above. If any of the information regarding the occupant required above, or other information regarding occupancy of the Unit, changes during the term of any leasing of the Unit, the Owner and Occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Unit in violation of this Paragraph, the Association may fine the Owner an initial fine of up to \$1,000.00, plus additional daily fines for continued violation of these provisions, in addition to all other remedies provided in the Declaration, Bylaws or Georgia law.

The Board is not required to allow any person to enter the Condominium unless the person is an Owner or authorized and confirmed Occupant; provided nothing herein shall create any obligation on the Board to monitor, supervise or control access onto the Condominium, and the Association, Board and its agents shall have no liability therefor.

(i) Tenant Screening. In the event a hardship leasing permit is issued to an Owner, the Owner must engage a Tenant Screening Service prior to entering into a lease agreement and must provide the Association with a receipt or other written documentation, such as an affidavit, evidencing that the Unit Owner has performed the Tenant Screening required hereunder; provided, however, this subparagraph shall not apply where the tenant is a parent, child or sibling of the Owner. An Owner seeking exemption from Tenant Screening must provide written certification of their relationship to the tenant to the Board. The Tenant Screening Service must, at a minimum, take the following steps:

1. Obtain a consumer credit report on the prospective tenant(s);
2. Verify the prospective tenant's employment for the last two years;
3. Provide a nationwide criminal background check on the prospective tenant(s) covering at least the prior 10 years;
4. Verify the prospective tenant's rental history with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the Service's investigation;
5. Provide a review of the Georgia Sexual Offender Registry; and
6. Report such information as is disclosed by its investigation to the Unit Owner.

If the Georgia Sexual Offender Registry review is not a part of the screening report, the Owner will separately verify this information and include it with the screening report to Board. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the name(s) of the prospective tenant(s).

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Unit Owner.

(c) Compliance and Enforcement. Each Owner and Occupant shall comply with the Declaration, Bylaws, Association rules and regulations, and all applicable laws and ordinances. Owners and Occupants shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance and indemnify and hold the Association harmless for their and their occupants' and guests' failure to comply. The Owner shall cause all Occupants and guests of his or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such Occupants and guests, notwithstanding the fact that such Occupants and guests also are fully liable and may be sanctioned for any such violation.

Any violation of any provision of the Declaration, Bylaws, Association rules or applicable law or ordinance by an Owner, Occupant, or any guest of an Owner or Occupant, shall constitute a default under the lease and the Association may compel the Owner to evict the Unit occupant(s). The Association may bring an action against the Owner and/or Occupant(s) for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, and/or may terminate hardship leasing permits, Grandfathered status, and/or leases, for violations of the Declaration, Bylaws, Association rules, applicable laws or ordinances, or the lease.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs associated with any enforcement action by the Association under this Paragraph, including all reasonable attorneys' fees and/or collection fees or costs actually or contingently incurred, and court costs, shall be specially assessed against Owner's Unit and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Unit and Owner. If any occupant, or any guest, invitee, licensee or family member of the occupant violates the Declaration, Bylaws or rules and regulations, for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Declaration and Bylaws.

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 30 days after it is due and payable, then, upon request by the Board, the lessee shall pay the Association all unpaid annual and special assessments and other charges owed and payable by the Owner during and prior to the term of the lease and any other period of occupancy 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 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.

9.5.4 Leasing Administration Fee. In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Unit shall be required to pay to the Association an annual Leasing Administration Fee in an amount established by the Board of Directors, but not to exceed \$500.00, or such higher amount as may be approved by a majority of the eligible Association members voting in person or by proxy at a duly called meeting, or by written consent or ballot in lieu of a meeting as provided in the Bylaws. The Leasing Administration Fee shall be non-prorated and non-refundable, and shall be due within 30 days of the date any lease is executed or new occupancy relationship is created hereunder, and annually thereafter.

## 10.

**Article 9, Section 9.10 of the Declaration is hereby amended by adding the following language to the end thereto:**

Notwithstanding the above, the Association shall have no obligation to enforce the provisions of this Section, or any other provision of the Declaration or Association regulations, to address nuisances or disturbances affecting or between Unit Owners or Occupants, such action being within the sole discretion of the Board of Directors. Rather, the intention of this provision is primarily to grant aggrieved Owners and Occupants a private right of redress for actions, activities or conduct of other Owners or Occupants which unreasonably disturb or impair the peaceful enjoyment of the Condominium, and secondarily to afford the Association an option, in the Board's sole discretion, to enforce this Section in the event of substantial violations hereof affecting multiple Units, multiple Owners or the Common Elements. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant, or any other Person, against the Association, its Officers, directors or agents, for any failure to enforce or election to not enforce the provisions of this Section or any other provision of the Declaration or Association regulations prohibiting nuisances or disturbing conduct by individuals and/or pets at the Condominium.

## 11.

**Article 9 of the Declaration is hereby amended by adding the following new Section 9.11 to the end thereto:**

9.11 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept, parked or stored on or removed from any part of the Common Elements without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Elements, and the Association shall have no obligation to return, replace or reimburse the property owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal

property. Each Owner or Occupant who uses any Common Elements, on behalf of himself or herself and his or her guests, invitees and family members, assumes all risks associated with such use of the Common Elements and all liability for any damage or injury to any person or property as a result of such use. The Association shall not be liable for any damage or injury resulting from such use except as is caused directly and solely by gross negligence of the Association.

**12.**

**Article 9 of the Declaration is hereby amended by adding the following new Section 9.12 thereto:**

9.12 Number of Occupants in Units. The maximum number of Occupants in a Unit shall be limited to two people per bedroom in the Unit, as such bedrooms are depicted on the original Plat and Floor Plans, or such more-restrictive number as may be permitted under applicable law. "Occupancy," for purposes of this subparagraph, shall be defined as staying overnight in a dwelling for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the date this Amendment becomes effective. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, when Unit Occupancy is permitted hereunder, the entity shall designate in writing to the Board the name(s) of the lawful person(s) who will occupy the Unit, and if at least one of the occupants of the Unit is not a shareholder of the corporation, partner of the partnership, trustee or beneficiary of the trust, or principal of the other legal entity, or if the Owner receives any rent, consideration or benefit in connection with or for such occupancy, then such occupancy shall be considered a lease under Article 9, Section 9.5 hereof. When occupancy of an entity-owned Unit is permitted hereunder, the designated person(s) to occupy the Unit may not be changed more frequently than once every 24 months without the express written consent of the Board as determined in the Board's sole discretion.

**13.**

**Article 10, Section 10.5 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

10.5 Capital Contribution Assessment Upon Transfer of Units. In addition to all other assessments and charges provided for herein, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon each and any conveyance or transfer of a Unit to any Person other than: (1) the spouse or Domestic Partner of an Owner; (2) the heir of a deceased Owner; or (3) a then-existing member of the Association purchasing a Lot. The Capital Contribution Assessment shall be assessed in a conveyance or transfer of a Unit incident to the foreclosure of a Mortgage on a Lot.

The Board shall set the Capital Contribution Assessment annually at an amount not to exceed three months of assessments applicable to such Unit. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific assessment against such Unit, a continuing lien against such Unit, and a personal obligation of the Owner of such Unit.

**14.**

**Article 11 of the Declaration is hereby amended by adding the following new Section 11.8 to the end thereto:**

11.8 Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security at the Condominium. However, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and that the Association shall not have a duty to provide security at the Condominium. Furthermore, the Association does not guarantee that non-Owners and non-Occupants will not gain access to the Condominium and commit criminal acts, or that criminal acts at the Condominium will not be committed by other Unit Owners or Occupants. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the undersigned officers of the Dunwoody Ridge Condominium Association, Inc. hereby certify that this Amendment to the Declaration was approved by members holding at least two-thirds (2/3) of the total vote of the Association in accordance with the Declaration, with any required notices properly given.

This 17 day of October, 2019.

**DUNWOODY RIDGE CONDOMINIUM  
ASSOCIATION, INC.**

Sworn to and subscribed to before  
me this 17 day of October,  
2019

Brian Wald  
Witness  
[Signature]  
Notary Public

By: Cassandra V. Mohr (Seal)  
President  
Attest: [Signature] (Seal)  
Secretary

[Corporate Seal]

[Notary Seal]

