



Deed Book **15513** Ps **3049**
 Filed and Recorded Feb-08-2018 03:32pm
2018-0019757
 Real Estate Transfer Tax \$0.00
 Georgia Intangible Tax Paid \$0.00

Rebecca Keaton

Rebecca Keaton
 Clerk of Superior Court Cobb Cty. Ga.



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

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STATE OF GEORGIA
 COUNTY OF COBB

Cross Reference: Deed Book 14796
 Page 4100

**AMENDMENT TO THE AMENDED AND RESTATED
 DECLARATION OF CONDOMINIUM
 FOR
 COUNTRYSIDE AT CUMBERLAND
 and the
 BYLAWS OF
 COUNTRYSIDE AT CUMBERLAND CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Countryside at Cumberland was recorded on September 10, 2010 in Deed Book 14796, Page 4100, et seq., Cobb County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Paragraph 21 of the Declaration provides for amendment to the Declaration with the affirmative vote, written consent, or combination thereof, of members of Countryside at Cumberland Condominium Association, Inc. ("Association") holding two-thirds (2/3) of the total eligible Association vote; and

WHEREAS, the Bylaws of Countryside at Cumberland Condominium Association, Inc. ("Bylaws") are recorded as Exhibit "C" to the Declaration; and

WHEREAS, Paragraph 5(D) of the Bylaws provides for amendment to the Bylaws with the affirmative vote, written consent, or combination thereof, of members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible Association vote; and

WHEREAS, members holding at least two-thirds (2/3) and sixty-six and two-thirds (66-2/3%) percent of the total eligible Association vote desire to amend the Declaration and Bylaws and have approved or have been deemed to have consented to and approved this Amendment; and

WHEREAS, this Amendment is not made without the approval of any Eligible Mortgage Holders, and this Amendment is not material with respect to Eligible Mortgage Holders in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's consent, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the Declaration and Bylaws are amended as follows:

1.

Paragraph 12(F) of the Declaration is hereby amended by deleting the third to last paragraph thereof in its entirety and substituting the following therefor:

Notwithstanding the above, the Association shall have no obligation to enforce the provisions of this Paragraph 12(F), 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 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. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association, its officers, directors or agents, for any failure to enforce or election to not enforce the provisions of this Paragraph of any other provision of the Declaration or Association regulations prohibiting nuisances or disturbing conduct by individuals and/or pets at the Condominium.

2.

Paragraph 12 of the Declaration is hereby amended by adding the following new subparagraph (S) thereto:

S. Transient Occupants and Hotel Use. No transient tenants or Occupants are permitted to occupy or use any Unit, except with prior written Board approval. Units may not be leased, rented or used for short-term hotel-type use, stay or occupancy, including but not limited to Airbnb or VRBO, except with written Board approval.

3.

Paragraph 2(H) of the Bylaws is hereby amended by adding the following to the end of the first paragraph thereof:

In the sole discretion of the Board of Directors, action by written ballot and/or written consent under this subparagraph may be taken in lieu of a meeting and/or in conjunction with a meeting. Action by written ballot and/or written consent hereunder may be taken by physical document and/or electronically by means including but not limited to email, website or similar electronic method.

4.

Paragraph 3(B)(1) of the Bylaws is hereby amended by deleting that subparagraph in its entirety and substituting the following therefor:

(1) **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least twice per fiscal year, at such time and place as determined by the Board. The Board may conduct meetings of the Board in person and/or electronically, including but not limited to by electronic means such as video conference, audio conference, or web-based electronic meeting.

IN WITNESS WHEREOF, the undersigned officers of Countryside at Cumberland Condominium Association, Inc. hereby certify that this Amendment to the Declaration and Bylaws was duly adopted by Association members holding the required two-thirds (2/3) and sixty-six and two-thirds (66-2/3%) percent vote, with any required notices properly given.

This 10th day of January, 2018.

Sworn to and subscribed before me this 10th day of January, 2018.

Shannon N. King
Witness
Ally & Huger
Notary Public

COUNTRYSIDE AT CUMBERLAND CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (Seal)
President
Attest: [Signature] (Seal)
Secretary

[Notary Seal]



[Corporate Seal]