

Richard T. Alexander, Jr., Clerk of Superior Court
Gwinnett County, GA

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STATE OF GEORGIA
COUNTY OF GWINNETT

Cross Reference: Deed Book 48475
Page 287

AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
WOODMONT LANDING CONDOMINIUM
and the
BYLAWS OF
WOODMONT LANDING CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Amended and Restated Declaration of Condominium for Woodmont Landing Condominium was recorded on December 6, 2007 in Deed Book 48475, Page 287, *et seq.*, Gwinnett County, Georgia land records, as amended ("Declaration"); and

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

WHEREAS, the Bylaws of Woodmont Landing Condominium Association, Inc. ("Bylaws") are recorded as Exhibit "B" to the Declaration; and

WHEREAS, Paragraph 5(E) of the Bylaws provides for amendment to the Bylaws with the approval of owners of units at the Woodmont Landing holding 66-2/3% percent of the total Association vote; and

WHEREAS, members holding at least two-thirds of, and 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, there exist no Eligible Mortgage Holders as defined in the Declaration, 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 any required 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 respective provision(s) of the Declaration and/or Bylaws 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 9(E) of the Declaration is hereby amended by deleting the phrase "\$200.00 per Unit" therefrom and substituting "the maximum amount permitted under the Georgia Condominium Act" therefor.

2.

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, while the Association, in the Board's discretion, shall have the right to enforce the provisions of this Paragraph 12(F) to address nuisances or disturbances affecting the Condominium, the Association shall have no obligation to take action to address nuisances or disturbances affecting or between Unit Owners or Occupants. 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.

3.

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

W. 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, HomeAway or VRBO, except with written Board approval. Violators of this provision may be subject to substantial fines and other enforcement actions provided for in this Declaration and the Bylaws.

4.

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

In the Board's discretion, action by written ballot and/or written consent under this subparagraph may be taken: (1) in lieu of any Association meeting, or any portion of an Association meeting, including but not limited to annual or special membership meetings; and/or (2) in conjunction with a meeting. Action by written ballot and/or written consent hereunder may be taken by physical document and/or electronic means, including but not limited to email, website or similar electronic method.

5.

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 may be held at least twice per fiscal year, at such time and place as determined by the Board.

6.

Paragraph 3(B)(5) of the Bylaws is hereby amended by adding the following after the first sentence of the first paragraph thereof:

The Board may conduct Board meetings in person and/or electronically, including but not limited to by electronic means such as video conference, telephone, audio conference, or web-based electronic meeting.

7.

Paragraph 3(B)(7) of the Bylaws is hereby amended by adding the following to the end thereof:

Action by written consent of the Board of Directors hereunder may be taken by physical document and/or electronic means, including but not limited to email, website or similar electronic method.

IN WITNESS WHEREOF, the undersigned officers of Woodmont Landing Condominium Association, Inc. hereby certify that this Amendment to the Declaration and Bylaws was duly adopted by Association members holding the required 2/3, and 66-2/3% percent, of the total eligible Association vote, with any required notices properly given.

This 12th day of NOVEMBER, 2018.

Sworn to and subscribed before me this
12 day of November,
2018.

WOODMONT LANDING CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness

By: [Signature] (Seal)
President

[Signature]
Notary Public

Attest: [Signature] (Seal)
Secretary

[Notary Seal]

[Corporate Seal]

Bernadina Nelson
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires 01/01/2022