

STATE OF GEORGIA
COUNTY OF FULTON

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR TARA TOWNHOUSES CONDOMINIUM

WHEREAS, Napier Realty & Development Co., a Georgia corporation, filed a Declaration of Napier Realty & Development Co. for the Tara Townhouses dated and recorded on November 18, 1970, and recorded in Deed Book 5309, page 525, et seq., Fulton County, Georgia records; and

WHEREAS, such Declaration has been superseded by an Amended and Restated Declaration by an amendment consented to by the owners to which at least ninety (90%) of the total votes in the Association appertain and recorded in Deed Book 8381, page 77, et seq., Fulton County, Georgia records ("Declaration"), to submit the condominium property to the form of ownership as provided in the Georgia Condominium Act, Ga. Laws 1975, No. 463, O.C.G.A. Sections 44-3-70, et seq. ("Act"); and

WHEREAS, Paragraph 10 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the vote thereof; and

WHEREAS, two-thirds (2/3) of the members of the Association have agreed by affirmative vote and/or written consent to amend the Declaration;

NOW, THEREFORE, Paragraphs 12 and 13 of the Declaration are amended by deleting those Paragraphs in their entirety and substituting therefor the following:

12.
Leasing or Sales of Units

In order (1) to protect the equity of the individual property owners at Tara Townhouses Condominium, (2) 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 (3) 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 Paragraph. Except as provided herein, the leasing of units shall be prohibited.

(A) 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.

(B) 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 (A) 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 for a price at ~~or~~ ^{WB.} below its current appraised market value; (B) where the owner dies and the unit is being administered by his or her estate; or (C) 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 undue 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 subparagraph. Any transaction which does not comply with this subparagraph shall be voidable at the option of the Board of Directors.

(C) Leasing Provisions. Such leasing as is permitted at Tara Townhouses Condominium 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, and such other information as the Board may reasonably require. The Board shall approve or disapprove the form of said lease. Subsequent to the execution of an approved lease, the owner shall provide the Board with a copy of the executed lease.

(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. All leases shall be for a period of at least twelve (12) months. The unit owner must make 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 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 for a period of more than thirty (30) days after it is due and payable, then, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments, 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 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, 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 insure 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 and 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.

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 owner hereby delegates and assigns to Tara Townhouses 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.

(4) Use of Common Elements. The owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the owner has to use the common elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities.

(D) Applicability of Paragraph 12. Those owners who are owners upon the effective date of this Amendment may lease their units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their units. However, upon any conveyance or transfer of the unit, any grantee thereof shall be subject to the provisions of this Paragraph 12, in addition to all other provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Leases executed after the date on which this Amendment is recorded in the Fulton County, Georgia records are subject to the terms of Paragraph 12(C), above. Leases existing on the date which this Amendment is recorded in the Fulton County, Georgia records shall not be subject to the terms of Paragraph 12(C); such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph

12(C). Any owner of a unit which is leased on the effective date of this Amendment shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Fulton County, Georgia records.

(E) Inapplicability to Holders of First Mortgages. This Paragraph 12 shall not apply to any leasing transaction entered into by the holder of any first mortgage on a unit who becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

(F) Sale of Units. Within seven (7) days after executing a sales contract or agreement for the sale of a unit at Tara Townhouses Condominium, the owner of the unit shall give written notice to the Board of Directors of his or her intention to sell the unit. The notice shall state the name and address of the intended purchaser, the terms of the proposed transaction, and such other information as the Board may reasonably require ("Owner's Notice"). The Board shall then promptly mail or cause to be delivered the Owner's Notice to all owners.

Any sale which does not comply with the provisions of this Section shall be voidable at the option of the Board of Directors. Any owner or prospective purchaser shall, upon request to the Board, be entitled to a statement in recordable form that the Owner's Notice has been duly given as required by this Section.

IN WITNESS WHEREOF, the undersigned officers of Tara Townhouses Condominium Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the Association and its membership.

This 8th day of May, 1989.

TARA TOWNHOUSES CONDOMINIUM
ASSOCIATION, INC.

By: Karen E. Kafaed
President

Attest: Vilma B. Brown
Secretary

Signed, sealed, and delivered
this 8th day of May,
1989, in the presence of:

Zoquinta Bell
WITNESS

Elizabeth V. Tullock
NOTARY PUBLIC

1596N

Notary Public, Fulton County, Georgia
My Commission Expires May 23, 1992



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