

Juanita Hicks CLERK

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 8381
Page 77
Deed Book 12493
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AMENDMENT TO THE BY-LAWS OF THE
TARA TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

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

WHEREAS, such Declaration and the amendments thereto has been superseded by an Amended and Restated Declaration of Condominium for Tara Townhouses Condominium to which By-Laws for the Tara Townhouses Condominium Association, Inc. ("By-Laws") were attached as Exhibit "C" and which were recorded on February 15, 1983 in Deed Book 8381, Page 77 et seq., Fulton County, Georgia records;

WHEREAS, plats prepared by J. Ross & Associates are recorded in the Fulton County, Georgia, records as follow:

<u>Condominium Plat Book</u>	<u>Page</u>	<u>Date Recorded</u>
1	50	February 11, 1970;
1	51	January 26, 1971;
1	51	April 1, 1971;
1	52	July 2, 1971;
1	106	August 30, 1972;
1	107	August 30, 1972;
4	62	March 14, 1978; and

WHEREAS, Article IX, Section 9 of the By-Laws provides that the By-Laws may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members holding at least two-thirds (2/3) of the total vote of the Association; and

WHEREAS, members holding at least two-thirds (2/3) of the total association vote have approved the following amendments;

NOW, THEREFORE, the By-Laws of the Tara Townhouses Condominium Association, Inc. are hereby amended as follows:

1.

Article VI, Section 4 of the By-Laws shall be amended by adding the following thereto:

In the discretion of the Board an owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such owner on behalf of himself or herself and his or her successors-in-interest.

Notwithstanding any other provision of this Section 4, no decision under this Section 4 shall be interpreted as a determination with respect to compliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, nor shall any decision under this Section be interpreted as a certification upon the structural integrity of any proposed alteration, addition or improvement.

The architectural standards and the enforcement thereof may vary over time. These variances shall not constitute a waiver to enforce architectural standards. No decision made pursuant to this Section shall constitute a binding precedent with respect to subsequent decisions by the membership. However, nothing in this Section shall permit retroactive enforcement of architectural standards against a unit owner whose architectural change has been approved.

2.

Article VI, Section 5(b) shall be amended by adding the following thereto:

If the need for maintenance, repair, or replacement which is the Association's maintenance responsibility is caused through the willful or negligent act of any owner, his or her family, guests, lessees, or invitees, and is not covered or paid by insurance, in whole or in part, the owner shall be liable for such expense which shall be added to and become a part of the assessment to which such owner is subject, shall become and be a lien against the unit, and shall be collected as provided herein for the collection of assessments.

Article VI, Section 5 shall be further amended by adding new subsection (d) which shall read as follows:

(d) 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 of Directors 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.

3.

Article VIII, Section 2 shall be amended by deleting that section in its entirety and substituting therefor the following:

Section 2. Procedure. The Board shall not impose a fine, suspend the right to vote (unless an owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association, in

which case such suspension shall be automatic), or suspend the right to use the common elements unless and until the following procedure is followed:

(a) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period. In the event of a continuing violation, each day the violation continues beyond the ten (10) day period constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting

shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) 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 (2)(b) of this Article. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter the exterior portions of a unit or upon any portion of the common elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating unit owner and shall be collected as provided herein for the collection of assessments.

IN WITNESS WHEREOF, the undersigned officers of Tara Townhouses Condominium Association, Inc., hereby certify that the above amendments to the By-Laws were duly adopted by the Association and its membership.

This 22nd day of January, 1991.

[SIGNATURES CONTINUED ON NEXT PAGE]

TARA TOWNHOUSES CONDOMINIUM
ASSOCIATION, INC.

By: Karen Koford [SEAL]
President

Attest: Law Wright [SEAL]
Secretary
[SEAL]

Signed, sealed, and delivered
this 25 day of February,
1991 in the presence of:

[Signature]

WITNESS

[Signature]

NOTARY PUBLIC

2824Z

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 18, 1994

