

# CROSS REFERENCE

GEORGIA, FULTON COUNTY  
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1999 JAN 19 AM 8:30

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Two Midtown Plaza, 15<sup>th</sup> Floor  
1349 West Peachtree Street  
Atlanta, Georgia 30309

STATE OF GEORGIA

Cross Reference: Deed Book 8381  
Page 77

COUNTY OF FULTON

Deed Book 12493  
Page 81  
Deed Book 14412  
Page 86

## 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WHEREAS, such Declaration and the amendments thereto has been superseded by an Amended and Restated Declaration of Condominium for Tara Townhouses Condominium to which By-Laws for the Tara Townhouses Condominium Association, Inc.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, 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 amendment;

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

1.

Article VI, Sections 5(a) and 5(b) of the By-Laws are hereby amended by deleting those Sections in their entirety and substituting therefor the following:

(a) General. Notwithstanding the property descriptions contained in Sections 3, 4, and 5 of the Declaration of Condominium, this Section of the By-laws allocates responsibility for the care, repair and replacement (hereafter collectively referred to as "maintenance") of the Condominium property between the Association and the unit owners. The unit owners are responsible for maintenance of the interiors of their respective units. Subject to subsections (b) and (c), the Association is responsible for maintenance of the common elements, limited common elements (not including patios), and the exterior of the units. For the purposes of this Section 5, the term "patio" is defined as that private outdoor space abutting and associated with each unit, whether called a courtyard, balcony, deck, terrace or otherwise.

Some maintenance issues will involve both the owner and the Association. For example, repair of interior damage caused by water leaking through a roof or a foundation is the responsibility of the owner although the Association will attempt to solve the problem by various maintenance activities such as roof or firewall cap repairs, waterproofing, or changes in drainage patterns.

(b) Unit Owners.

(i) In addition to the interior of his or her unit, each owner is responsible for the maintenance of the following items serving or appurtenant to such unit:

- the heating, ventilating and air conditioning systems and all lines leading to them whether within or without the boundaries of the unit;
- all fireplaces, flues, ducts, wiring, conduits, lines and pipes within the walls or the slab and the gas line from the meter to the wall;
- outside faucets;
- exterior doors (including solid wood doors, French doors, sliding glass doors and garage doors) and the frames/jambes and thresholds of such exterior doors, the hardware attached thereto, and any electrical appliances related to them such as bells and remote openers;

- windows and their frames/jambes and hardware;
- window and door screens and storm windows and doors;
- skylights and exhaust fan outlets in the roof;
- outside lights attached to the unit except for lights installed by the Association for general illumination;
- owner-installed gutter guards;
- decorative sidewalks (surfaces other than plain concrete)
- awnings;
- in-ground garbage pails;
- garage roof, whether detached garage or garage below patio,
- patio floor and wall between patio and garage, if any, or railing;
- patio landscaping;

provided, however, that the Association will be responsible for painting the exterior surfaces of all doors, windows, frames/jambes and railings. All maintenance performed by unit owners, other than in the interior of a unit, shall be done in accordance with the architectural standards as set out in the Declaration, By-Laws or rules and regulations of the Association.

(ii) Upon written request by the Board (which may be in the newsletter), each unit owner shall be responsible for watering plants and shrubs adjacent to his or her unit as necessary to supplement watering provided by the Association's irrigation system, whether such plants and shrubs are provided by the owner (as approved under Section 4 of this Article) or by the Association. If any such plants or shrubs die due to lack of water, the owner shall be responsible for the cost of replacement pursuant to Section 5(c) below.

(c) The Association. The Association will maintain, as a common expense, all of the Condominium property not required to be maintained by an owner pursuant to Section 5(b); provided, however, that insurance obtained and paid for by the Association may cover certain damage or loss to owner-maintained property. If the need for maintenance which is the Association's 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. In addition, the Association shall be authorized to perform, after notice, any maintenance upon a unit for which the owner is responsible and to charge the owner with the actual costs of such maintenance. Any costs for which an owner is liable under this Section 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, Sections 5(c) and (d) are amended by redesigning them as Sections 5(d) and 5(e) respectively.

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 11 day of January, 1999.

TARA TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

By: [Signature] [SEAL]  
President

Attest: [Signature] [SEAL]  
Secretary

[SEAL]

Signed, sealed, and delivered this 11 day of January, 1999, in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

My commission expires Notary Public, Fulton County, Georgia.  
My Commission Expires November 12, 1999

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