

Jeanette Hicks CLERK

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 8381
Page 77
Deed Book 12493
Page 81

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 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WHEREAS, such Declaration and the amendments thereto have been superseded by an Amended and Restated Declaration of Condominium for Tara Townhouses Condominium recorded on February 15, 1983 in Deed Book 8381, Page 77 et seq.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, floor plans of units prepared by Milton Pate & Associates, Inc., were recorded on November 18, 1970, in Condominium Cabinet File Number 1, Folder Number 7, Fulton County, Georgia, records; 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 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 Declaration is hereby amended as follows:

1.

Paragraph 6 of the Declaration is amended by deleting that section in its entirety and substituting therefor the following:

6.

Use Restrictions

Each owner of a unit shall be responsible for ensuring that the owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. Furthermore, each owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

Use restrictions regarding use of units and the common elements are as follows and also as may be adopted by the Board of Directors in accordance with the terms hereof and as specified in the By-Laws.

(a) Use of Units. Each unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a unit or any part of the Condominium property, including business uses ancillary to a primary residential use, except that the owner or occupant residing in a unit may conduct such ancillary business activities within the unit so long as (a) the existence or operation of the business activity is not

apparent or detectable by sight, sound, or smell from the exterior of the unit; (b) the business activity does not involve persons coming onto the Condominium property who do not reside in the Condominium or door-to-door solicitation of residents of the Condominium; (c) the business activity conforms to all zoning requirements for the Condominium property; (d) the business activity does not increase traffic on the Condominium property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(b) Pets. No owner or occupant may keep any pets other than generally recognized household pets on any portion of the Condominium property. No owner or occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the common elements, including the limited common elements without the prior written approval of the Board of Directors. Dogs must be kept under the physical control of a responsible person at all times while outdoors. Owners or occupants must remove feces left upon the common elements by owners' or occupants' pets.

(c) Parking. Disabled and stored vehicles are prohibited from being parked on the common elements. Boats, boat trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans used

as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium property, except in garages. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the common elements during normal business hours for the purpose of serving any unit or the common elements; provided, that no such vehicle shall be authorized to remain on the common elements overnight or for any purpose except serving a unit or the common elements. An owner or occupant owning a vehicle which is too large to be parked in a garage on the date this amendment is recorded in the Fulton County land records, may keep that vehicle on the common elements so long as that owner or occupant lives on the property, owns the vehicle and the vehicle is operable. Any vehicle brought on the condominium property subsequent to the date this amendment is recorded in the Fulton County land records must comply with this paragraph.

For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the common elements for thirty (30) consecutive days or longer without the prior written permission of the Board of Directors.

If any vehicle is parked on any portion of the Condominium property in violation of this subparagraph (c), the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner or occupant's unit, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is parked in any manner in

violation of this Declaration, the By-Laws, or the rules and regulations of the Association, then the Board shall have the power to tow that improperly parked vehicle in accordance with the procedure for towing set forth in this subparagraph (c). If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow, as set forth herein.

(d) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (c) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the common elements other than on a limited common element without the prior written permission of the Board of Directors.

If the Board or its designate, in its sole discretion, determines that property is being abandoned or stored in violation of this subparagraph, the Board may place a notice on the personal property and/or on the front door of the unit specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored by the Board in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the unit, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the notice, without further notice to the owner or user of the personal property.

In addition to the provisions above, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subparagraph may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine; provided, however, if the owner of the personal property is known, the Board shall give to the owner notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

(e) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee; provided, however, one professionally lettered security decal or sign may be placed in the window of a unit or in the garden area in front of a unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association; including, but not limited to a sign at the entrance to the property on which owners may list their units for sale or for rent.

(f) Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Condominium. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

(g) Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the Condominium nor upon any structure situated upon the Condominium; provided, however, the Association may install and maintain an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized and require any such exterior antenna or apparatus.

(h) Garages. No owner or occupant shall park his or her car or other motor vehicle on any portion of the Condominium property, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible; provided, however, that all garage

conversions in existence at the time of the adoption of this Amendment, and made in compliance with all of the terms of the Declaration, shall not constitute a violation of this requirement.

2.

The Declaration shall be amended by adding a new Paragraph 14 which shall read as follows:

14.

General Provisions

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium property; however, each owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium property. It shall be the responsibility of each owner to protect his or her person and property and all responsibility to provide security shall lie solely with each unit owner.

The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Dispute Resolution. Any unit owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that owner or occupant files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the owner's or occupant's grievance. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one

(21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

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

This 22 day of January, 1991.

TARA TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

By: Lacew Kefoed [SEAL]
President

Attest: Lawn Wright [SEAL]
Secretary
[SEAL]

Signed, sealed, and delivered this 28 day of February, 1991 in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

2823Z Notary Public, Fulton County, Georgia
My Commission Expires Jan. 10, 1994

