

Deed Book 41423 Pg 345  
Filed and Recorded Nov-23-2005 01:41pm  
2005-0418559  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

**RETURN RECORDED INSTRUMENT TO:**

Steven M. Winter, Esq.  
WEINSTOCK & SCAVO, P.C.  
3405 Piedmont Road, NE  
Suite 300  
Atlanta, Georgia 30305

**CROSS REFERENCE:** Deed Book 28309  
Page 122

**STATE OF GEORGIA  
COUNTY OF FULTON**

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR 90 FAIRLIE CONDOMINIUM**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR 90 FAIRLIE CONDOMINIUM ("Amendment") is made this 26<sup>th</sup> day of October, 2005 by 90 Fairlie Condominium Association, Inc., a Georgia non-profit corporation (hereinafter "Association").

**WITNESSETH:**

**WHEREAS**, on January 3, 2000, that certain Declaration of Condominium for 90 Fairlie Condominium dated December 23, 1999, was recorded in Deed Book 28309, Page 122 et seq., Fulton County, Georgia records, creating the residential condominium development known as 90 Fairlie Condominium (hereinafter "Condominium"), as amended by that certain First Amendment to the Declaration of Condominium for 90 Fairlie Condominium recorded on October 2, 2000, in Deed Book 29528, Page 658, et seq., Fulton County, Georgia records; and

**WHEREAS**, the Plats and Plans relating to the Condominium are respectively recorded in Condominium Plat Book 13, Page 2 and in Condominium Project Floor Plan Book 3, Pages 12-28, Fulton County, Georgia records; and

**WHEREAS**, pursuant to Paragraph 23 of the Declaration, said 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 total Association vote; provided, however, that so long as the Declarant (as defined in the Declaration) has the right to appoint the directors and officers of the Association as provided in the Bylaws, any amendment to the Declaration shall require the written consent of Declarant; and

**WHEREAS**, the Declarant no longer has the right to appoint the directors and officers of the Association; and

**WHEREAS**, the following Amendment has been approved by the affirmative vote, written consent or combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total Association vote which is evidenced by the sworn statement of the President and Secretary of the Association attached to this Amendment; and

**WHEREAS**, this Amendment is agreed to by the foregoing votes subject to the condition that if any purposes hereby intended are not accomplished or accepted by a court of competent jurisdiction, then the relevant and controlling provision or provisions of the Declaration as existed prior to this Amendment, shall control.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. By amending Section 15 ("Leasing"), Paragraph (b) of the Declaration as follows:

(b) General. No Owner of a Residential Unit in Restricted Leasing Status may lease his or her Residential Unit if twenty (20%) percent or more of the Residential Units in the Condominium are in Open Leasing Status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Residential Unit in Restricted Leasing status may apply in writing to the Board for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board. Upon receipt of such written application, the Residential Unit shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than twenty (20%) percent of the Residential Units are in Open Leasing Status, the Board shall notify the Owner of the Residential Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Residential Unit or it shall automatically revert to Restricted Leasing Status. Any Residential Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Residential Unit is not subject to an approved lease for ninety (90) or more consecutive days.

2. By amending the first paragraph of Paragraph (h) within Section 14 ("Use Restrictions"), as follows:

(h) Pets. No Owner or Occupant may keep more than two (2) pets on any portion of the Condominium. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements other than the Limited Common Elements. No pet may be permitted to freely roam the Common Elements and must be under the physical control of a responsible person at all times. Any feces left upon the Common Elements by a pet must be removed by the owner of the pet or the person responsible for the pet. For purposes of this Paragraph (h), "pets" shall be deemed to include dogs, cats, ferrets and other animals deemed by the Board to be a pet..

3. By amending Section 14 ("Use Restrictions") and adding a new Paragraph (u) as follows:

(u) Move-In/Move-Out Damage Deposit. On or before the date an Owner or an Owner's tenant or guest or a former Owner moves in or moves out of a Unit in the Condominium, such party, as the case may be, shall provide the Association with a Five Hundred Dollar (\$500.00) refundable damage deposit to cover damage to the Common Elements caused by such move-in or move-out of the Unit. In addition to such damage deposit, such party shall (i) provide the Association with a completed Move-In/Move-Out Form containing such information as may be reasonably required by the Board, (ii) comply with a pre/post inspection process, including completing any forms in connection therewith as reasonably required by the Board, and (iii) complete any other documentation or furnish such other information as reasonably required by the Board in connection with the move in/out process. If a moving company is being utilized in connection with such move, the moving company must have proof of insurance at the time of such moving activity and deliver proof of insurance to the

Deed Book 41423 Pg 347  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

percentage of the Unit Owners was lawfully obtained and that any notices required by the Georgia Condominium Act and the Bylaws were properly given.

90 FAIRLIE CONDOMINIUM  
ASSOCIATION, INC.,  
a Georgia non-profit corporation

By: Michael J. Long  
President

Attest: Paul E. Mendel  
Secretary

Signed, sealed and delivered  
on this 26<sup>th</sup> day of October,  
2005 in the presence of:

Manly P. Jones  
Unofficial Witness

Catherine P. Bonds  
Notary Public

My Commission Expires: Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 14, 2008

\\90 Fairlie\DOCUMENT\Amendment to Bylaws.doc