

Jay C. Stephenson

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Clerk of Superior Court Cobb Cty. Ga.

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RETURN TO: SSS
MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GA 30060

CROSS REFERENCE: DEED BOOK 13965, PAGE 5842

STATE OF GEORGIA
COUNTY OF COBB

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR TIMBERS EDGE CONDOMINIUM**

This AMENDMENT is made on the date hereinafter set forth by the Owners of Units in The Timbers Edge Condominium (hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, The Thomas Group-Timbers Edge, LLC recorded that certain DECLARATION OF CONDOMINIUM FOR TIMBERS EDGE CONDOMINIUM in Deed Book 13965, Page 5842, Superior Court Records, Cobb County, Georgia (said declaration as amended being hereinafter referred to as "Declaration"); and

WHEREAS, Article VIII of the Declaration and the Georgia Condominium Act state that the Declaration may be amended by agreement of any Unit Owners to which two-thirds of the votes of the Association pertain and the written consent of the Declarant; and

WHEREAS, Owners desire to amend the Declaration.

NOW, THEREFORE, for and in consideration of the premises, said Declaration is hereby amended as follows:

1.

Unless otherwise defined, all capitalized terms herein shall have the same meaning as said terms have in the Declaration. "Board" shall mean the Board of Directors of the Association.

2.

Because The Thomas Group-Timbers Edge, LLC was named as the original Declarant under the Declaration and said entity no longer owns any Units located within Timbers Edge Condominium, the term "Declarant" and any responsibilities, obligations and benefits associated with said term shall be deleted in its entirety from the Declaration.

3.

A new Article III, Section 3.08 shall be added to the Declaration to read as follows:

3.08. Voting Procedures. The Board shall be vested with the authority to formulate voting procedures for the Association.

4.

Article VI, Section 6.09 is deleted in its entirety, and replaced by the following:

6.09 Restrictions on the Leasing of Units. In order to protect the equity of the individual Unit Owners of the Timbers Edge Condominium, 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 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 Section as follows:

The leasing of a Unit by the Unit Owner shall be strictly forbidden except as follows:

- (a) If the Owner of Record is not the Resident of the Unit, said Owner may allow permanent residency to any of the following relatives (provided that the provisions of 6.19 for single family dwellings are adhered to): parent, parent-in-law, son, daughter, niece, nephew, grandparent or grandparent-in-law.

The Unit Owner must notify the Timbers Edge Board of Directors and the Management Company in advance if a Resident, other than the Owner, is to become the Principal Resident occupying the Unit. The name of the proposed Resident and an affidavit of relationship of the Resident to the Owner must also be provided. The Owner of Record will continue to be responsible for adherence to Rules and Regulation; for payment of fees, and for all liabilities associated with the occupancy of the Unit.

- (b) If a Unit Owner develops a physical or mental condition that would make it necessary to move from the Unit to a facility for more comprehensive care, as certified by a registered physician, the Unit Owner may lease the Unit in question for a period of one (1) year. In such event the physician's letter and a copy of the Lease, showing a period not to exceed one (1) year, shall be filed with the Association before this exception shall apply.
- (c) Those Unit Owners who leased their Unit prior to the recording of the 2005 Amendment to the Declaration recorded at Deed Book 14247 Page 5568 Records of Cobb County, Georgia, are grandfathered in as an exception to the leasing restrictions contained in this Section 6.09 until such time as they sell or transfer their Unit to a new owner.

Leasing for the purpose of this paragraph shall be defined as occupancy of the Unit when the Owner of the Unit, as shown by the land records of Cobb County, Georgia, is not a permanent resident of the Unit, regardless of whether a written or oral lease agreement exists and regardless of whether rent is paid.

Any Owner who leases their Unit in violation of this Section shall be subject to a fine as established by the Board. The Board may promulgate reasonable Rules and Regulations regarding the restrictions for leasing and renting.

Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first Mortgagee to foreclose or take title to the Unit pursuant to remedies contained in any Mortgage, take a deed or assignment in lieu of foreclosure, or sell, lease or otherwise dispose of a Unit acquired by the Mortgagee.

5.

All other provisions of the original Declaration shall remain the same.

IN WITNESS WHEREOF, the undersigned do hereby certify that the above Amendment was duly adopted by an affirmative vote* of a two-thirds majority or more of the Unit Owners, this 26th day of October, 2011.

TIMBERS EDGE CONDOMINIUM ASSOCIATION, INC.

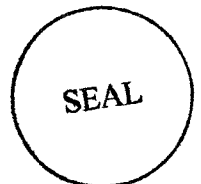
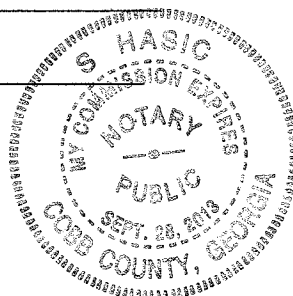
Stella Caffrey President 3403 Old Due West Rd
 By: *Deborah B. Hensel*, Treasurer
 Address: 3344 Timbersedge Dr, Marietta GA

Attest: *Jean K. Cochran*, Secretary
 Title: _____

Signed, sealed and delivered
in the presence of:

WITNESS _____
 NOTARY PUBLIC _____

(Corporate Seal)



* Evidence of adoption is on record with the Association.