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STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 29520
Page 208

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR 1350 NORTH MORNINGSIDE CONDOMINIUM**

WHEREAS, the Declaration of Condominium for 1350 North Morningside Condominium ("Declaration") was recorded on September 28, 2000 in Deed Book 29520, Page 208, *et seq.*, Fulton County, Georgia land records, as amended; and

WHEREAS, Article VIII, Section 8.03 of the Declaration provides that the provisions contained within the Declaration may be amended in accordance with the provisions of the Georgia Condominium Act, specifically, Section 44-3-93, along with the approval of the Declarant so long as the Declarant owns any Unit primarily for the purpose of sale; and

WHEREAS, the Declarant does not own a Unit primarily for the purpose of sale, and therefore, its consent is not required; and

WHEREAS, Section 44-3-93 of the Georgia Condominium Act provides that the Condominium instruments shall be amended only by the agreement of unit owners of units to which two-thirds (2/3) of the votes in the Association pertain; and

WHEREAS, unit owners of units to which at least two-thirds (2/3) of the votes in the Association pertain have consented to this amendment.

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

1.

Article VI, Section 6.10(b) of the Declaration is hereby amended by adding the underlined text to the second, third, and fourth paragraphs of such Section 6.10(b) so the second, third, and fourth paragraphs of such Section 6.10(b) now read as follows:

Non-Grandfathered Owners who want to lease their Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. Unless otherwise agreed to in writing by the Board of Directors, all leasing permits shall automatically expire two (2) years after the date they are issued to the Owner. All leasing permits and hardship

leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

An Owner's request for a leasing permit shall be approved if: (1) the Owner has owned and occupied the Unit as their principal and primary residence for at least 12 consecutive months at any point in time prior to requesting a leasing permit; (2) the Owner has not leased the Unit in the past twelve (12) months; and (3) the number of current, outstanding permits issued plus Grandfathered Units is less than four (4) Units in 1350 North Morningside.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Unit for sixty (60) consecutive days at any time after the issuance of a leasing permit. When a leasing permit expires or is revoked, the Owner may request another leasing permit or, if such leasing permit is not available, the Owner may request to be placed on a waiting list for a leasing permit.

2.

Article VI, Section 6.10 of the Declaration is hereby amended by adding the following to the end thereof:

(f) Leasing Administration Fee. In addition to all other assessments and other charges provided for herein, an Owner who leases a Unit hereunder shall be specifically assessed and required to pay to the Association a leasing administration fee ("Leasing Administration Fee") upon issuance of a leasing permit or hardship leasing permit and for each new lease executed under that leasing permit or hardship leasing permit to offset resources and costs expended by the Association in administering leasing regulations and providing building maintenance related to the move ins and move outs of occupants.

The Leasing Administration Fee is due at the time any lease is executed or a new occupancy relationship is created hereunder. The dollar amount of the Leasing Administration Fee shall be established and modified by the Board of Directors. The Leasing Administration Fee constitutes a specific assessment hereunder and is non-refundable.

IN WITNESS WHEREOF, the undersigned officers of the 1350 North Morningside Condominium Association, Inc. hereby certify that the above Amendment to the Declaration was duly approved and adopted by unit owners of units to which at least two-thirds (2/3) of the votes in the Association pertain in accordance with Article VIII of the Declaration and the Georgia Condominium Act, with any required notice duly given.

This 10th day of October, 2023.

**1350 NORTH MORNINGSIDE CONDOMINIUM
ASSOCIATION, INC.**

Signed, sealed, and delivered

this 10 day of October
2023 in the presence of:

[Signature]

Witness

[Signature]

Notary Public

[Notary Seal]

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]

