

After recording, return to:

Chad Henderson
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2100 Riveredge Parkway
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Atlanta, Georgia 30328

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: DEED BOOK 51436, PAGE 398

AMENDMENT TO DECLARATION OF CONDOMINIUM
TWIN OAKS IN CABBAGETOWN

This Amendment to the Declaration of Condominium for Twin Oaks in Cabbagetown is made on the ____th day of October, 2022, by Eric Fier, a resident of the State of Georgia, Banjo Fire, LLC, a Georgia limited liability company, and Building 692 C, LLC, a Georgia limited liability company (collectively, the “Owners”), and acknowledged by Twin Oaks in Cabbagetown Unit Owners Association, Inc., a Georgia nonprofit corporation (the “Association”).

W I T N E S S E T H :

WHEREAS, Twin Oaks in Cabbagetown (the “Condominium”) was created and is governed by that certain Declaration of Condominium filed on July 23, 2012, recorded in Deed Book 51436, Page 398, Fulton County, Georgia records (the “Declaration”); and

WHEREAS, pursuant to O.C.G.A. § 44-3-93 and Section 16 of the Declaration, the undersigned Owners, who collectively hold greater than sixty-seven percent (67%) of the total eligible vote of the members of the Association, wish to make certain changes and amendments to the Declaration, as set forth in this Amendment; and

WHEREAS, the undersigned officers of the Association hereby swear or affirm that the requisite percentage of Unit Owners have voted in favor of this Amendment, either by vote taken at a meeting called for the purpose of reviewing and approving this Amendment or by written consent in lieu thereof;

NOW, THEREFORE, pursuant to O.C.G.A. § 44-3-93 and Section 16 of the Declaration, and in accordance therewith, the Declaration is hereby amended by deleting Section 12 thereof, in its entirety, and replacing the same with the following:

12. Leasing and Occupancy of Units.

(a) Definitions. For purposes of this Section 12, the term “leasing” shall mean the regular, exclusive occupancy of a Unit by any person other than its owner, except that leasing shall not include occupancy by the children, parents, spouses and domestic partners of owners, the roommate of any Unit owner who also occupies the Unit he or she owns as his or her primary residence, or guests of any Unit owner who occupies the Unit he or she owns, for periods not to exceed fourteen (14) consecutive days.

(b) General Approval of Leasing. Subject to the rules and restrictions set forth elsewhere in this Section 12, the leasing of Units is permitted.

(c) Lease Terms. Any lease or other occupancy agreement entered into for a Unit shall be for a term of no less than two (2) consecutive days. No Unit may be leased except in its entirety. In addition, the following provisions shall be incorporated automatically into all lease and occupancy agreements for any Unit in the Condominium, whether or not the same are repeated therein:

(i) a covenant by all occupants to comply with the terms of this Declaration and all rules and regulations adopted by the Association in accordance herewith;

(ii) a transfer to all occupants of the Unit owner’s rights to use of the Common Elements, in the same manner and subject to the same restrictions and obligations of the Unit owner;

(iii) an assignment to the Association of, and delegation of the right to collect payment of, all rents payable by the occupants to the Unit owner, but only to the extent of any unpaid assessments due from the Unit owner to the Association from time to time; and

(iv) any other provisions required by law, it being the responsibility of each Unit owner to be familiar and to comply with the Georgia Condominium Act and with all other applicable laws and regulations, as well as any and all restrictions and requirements imposed by lenders having or considering a security interest in such Unit.

It shall be the responsibility of each Unit owner to provide his, her or its tenants with copies of this Declaration, the Association's current bylaws, and any Association rules and regulations adopted from time to time by the Board.

(d) Number of Occupants. No Unit may be occupied for residential purposes by more than two (2) persons per each bedroom as shown on the Floor Plans plus two (2) additional persons. For purposes hereof, the Owner(s) of a Unit shall be counted towards the maximum number of occupants per bedroom.

All other terms and provisions of the Declaration shall remain unchanged except as set forth herein or as amended by previous or subsequent instruments. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

OWNER, UNIT A-1:

Signed, sealed and delivered
in the presence of:

_____(SEAL)
ERIC FIER

Unofficial Witness

Notary Public

[Signatures continued on following page.]

OWNER, UNITS C-1, C-2 and C-3:

BUILDING 692 C, LLC

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

(SEAL)

By: Jeromie Neidlinger,
as Member/Manager

OWNER, UNITS D-1, D-2 and D-3:

BANJO FIRE, LLC

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

(SEAL)

By: Jeromie Neidlinger,
as Member/Manager

Acknowledged and consented to by:

TWIN OAKS IN CABBAGETOWN
UNIT OWNERS ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

By: Jeromie Neidlinger,
as President and Secretary

{CORPORATE SEAL}