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Reverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 03690 Pg 0117-0122

UPON RECORDING RETURN TO:
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**FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF
WOODCLIFF OFFICE CONDOMINIUM**

THIS AMENDMENT is made, executed, and recorded pursuant to O.C.G.A. §44-3-93, for the purpose of amending the Declaration of Condominium of Woodcliff Office Condominium, said Declaration being dated December 10th, 1991, and filed in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia at Deed Book 155 Pages 100 (the "Declaration"), to supplement and amend sections dealing with insurance coverage, and for other purposes; and

WHEREAS, a duly called meeting of the Owners, as same is defined in the Declaration, was held on November 10th, 2009, at which meeting a quorum was present exceeding two-thirds of Membership in the Association; all of which both (1) meet and exceed the statutory two-thirds (2/3) requirement under O.C.G.A. §44-3-93 (a)(1) of the required approval for amendment of the Condominium Declaration; and (2) meet and exceed the requirements of the Declaration pertaining to required vote approval for amendment to the Condominium Declaration; and

WHEREAS, the following resolutions were presented and recommended by the Board of Directors:

Resolved that the Declaration be Amended as follows:

1.

The Declaration is hereby amended to rename the property described as Woodcliff Office Condominium as "Woodcliff Office Park." Henceforth, the property shall be known as "Woodcliff Office Park," and every place that the words "Woodcliff Office Condominium" appear in the Declaration, the words "Woodcliff Office Park" shall replace them.

Pursuant to the preceding paragraph, Article 3 shall be amended and shall now read as follows:



3. NAME: The name of the Condominium is Woodcliff Office Park.

2.

The Declaration is hereby amended to provide for the new name of the Association.

Pursuant to the preceding paragraph, Article (2)(c) is amended and shall henceforth read as follows:

(2)(c) "Association" shall mean the Woodcliff Office Park Association, Inc., a Georgia non-profit membership corporation formed for the purpose of exercising the powers of the Association under this Declaration, the Articles of Incorporation, the Bylaws, and the Act, and formerly known as the Woodcliff Condominium Association, Inc.

3.

The Declaration is hereby amended to require the cooperation and coordination of unit owners when repairs or maintenance must be performed on Limited Common Elements, and to provide for Board management when cooperation cannot be achieved.

Pursuant to the preceding paragraph, Article 15(b) is amended and shall now read as follows:

(b) Limited Common Elements: Each unit owner shall be responsible for the maintenance, repair, renovation, restoration and replacement of all of the limited common elements assigned to his unit. All such maintenance, repair, renovation and replacement work to be performed by the owner thereof in such a manner so as to cause as little disturbance to the occupants or tenants of the other units as is reasonably possible. Any maintenance, repair, renovation, restoration and replacement to limited common elements that requires the cooperation or coordination of unit owners may be performed as agreed to by such unit owners. If agreement cannot be reached, then the Board shall oversee and coordinate such maintenance, repair, renovation, restoration and replacement in its discretion.

4.

The Declaration is hereby amended to allow for assessments to be levied against unit owners when the Association oversees and coordinates the maintenance, repair, renovation, restoration or replacement of limited common areas on behalf of unit owners.

Pursuant to the preceding paragraph, the following is added to Article (18)(b):

(18)(b)(vi) the maintenance, repair, renovation, restoration and replacment of limited common areas which the Board oversees on behalf of unit owners pursuant to Article 15(b).



5.

The Declaration is hereby amended to make maintenance of the exterior walls, roof, and surfaces of each unit the responsibility of each unit owner, and not the responsibility of the Association.

Pursuant to the preceding paragraph, Articles (15)(a) and (15)(c)(1) are amended and shall now read as follows:

(15)(a) Units: Each unit shall be responsible for the maintenance, repair, renovation and replacement of all portions of his unit. All such maintenance, repair, renovation, restoration, and replacement shall be performed by each unit owner in such a manner so as to cause as little disturbance to the owners or tenants of the other units as is reasonably possible. Notwithstanding the foregoing, however, no unit owner shall allow his unit to remain in a state of disrepair. If an owner allows his unit to remain in a state of disrepair for a period of thirty (30) days after receipt of written notice to repair from the association, the Association shall be entitled to correct said state of disrepair and specially assess the unit owner for the cost thereof. Such maintenance shall include all portions of the unit, including, without limitation:

- (1) heating and air conditioning;
- (2) interior electrical and plumbing systems;
- (3) exterior doors, glass surfaces, and window screens;
- (4) termite prevention; and
- (5) exterior walls, roofing, and surfaces common only to one unit. For the purposes of maintenance of walls and roofing, the centerline of the interior wall which is the boundary of each unit shall constitute the dividing line between the exterior of each unit.

(15)(c)(1) Provide exterior maintenance upon the roofs, gutters, downspouts, surfaces which are common to more than one unit, landscape maintenance, parking area maintenance, parking lot lighting maintenance, and maintenance of the mailbox bank located in the common area. Maintenance of exterior walls from the ground to the gutters shall be the responsibility of unit owners as provided in (15)(a).

6.

The Declaration is hereby amended to increase the required insurance coverage covering the common elements to at least One Million Dollars (\$1,000,000.00) for injury including death to a single person. Two Million Dollars (\$2,000,000.00) for injury or injuries, including death, arising out of a single occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for property damage.

Pursuant to the preceding paragraph, Article 20(a)(ii) is amended and shall now read as follows:

20(a)(ii): A comprehensive policy of public liability insurance covering all of the

common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner because of the negligent acts of the Association or other unit owners. Such liability policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the property, shall be for at least \$1,000,000.00 for injury including death to a single person, \$2,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$500,000.00 for property damage, with cross liability endorsement to cover the unit owners as a group and shall include protection against water damage liability, and liability for property of others.

7.

The Declaration is hereby amended to require the agreement of unit owners to which three-fourths of the votes in the Association pertain, in addition to Board approval, to adopt, make and amend rules and regulations in regard to the use of the units, limited common elements, and common elements, and to further require that all rules and regulations, and amendments thereto, be furnished to all unit owners.

Pursuant to the preceding paragraph, Article 23 is amended and shall now read as follows:

23. RULES AND REGULATIONS: The Board of Directors shall have the power and authority to adopt, make and amend reasonable rules and regulations in regard to the use of the units, limited common elements, and common elements only with the approval of seventy-five percent (75%) of the votes in the association. Copies of all such rules and regulations, and all amendments thereto, shall be furnished to all of the unit owners.

8.

The Declaration is hereby amended to provide for restrictions on Board Members. Therefore, the following provisions are added after Article 28:

29. ELECTION OF BOARD MEMBERS. Board Members shall be elected by a majority vote of the owners of the units. Each unit shall have one vote. In order for the Board of Directors to transact business for the Association, there must be a minimum of three (3) Board Members in office. Election of Board Members shall occur at any official meeting of the Association at which seventy-five percent (75%) of all votes are available to be cast.

30. BOARD MEMBER TERMS: Board members shall serve for a term of one year, or until a replacement is elected.

IN WITNESS WHEREOF, the Parties hereto add their hands and seals on the date or dates listed hereunder.



Witness: Linda Starns
Notary Public My Commission Expires April 19, 2013

By: Brian Edenfield (SEAL)
Name: Brian Edenfield

Unit #: 200 Address: 186 Ben Burton Cir
300 Bogart, GA 30622



Witness: Linda Starns
Notary Public My Commission Expires April 19, 2013

By: Brian Finnan (SEAL)
Name: Brian Finnan

Unit #: 400 Address: 186 Ben Burton Cir
Bogart, GA 30622



Witness: Linda Starns
Notary Public My Commission Expires April 19, 2013

By: Priscilla A. Murphy (SEAL)
Name: Priscilla A. Murphy

Unit #: 100 Address: 184 Ben Burton Cir Suite 100
+ 200 Bogart, GA 30622



Witness: Linda Starns
Notary Public My Commission Expires April 19, 2013

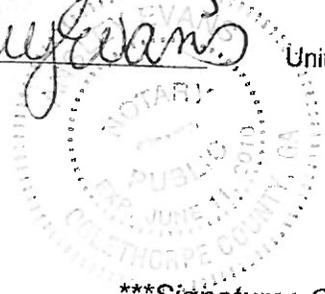
By: Stacy Ebbert (SEAL)
Name: Stacy Ebbert

Unit #: 100 Address: 188 Ben Burton Circle
200 Bogart, GA 30622
300

Witness: Andreyevans
Notary Public

By: [Signature] (SEAL)
Name: _____

Unit #: 100 Address: 186 Ben Burton Circle
Bogart GA 30622



Signatures Continued on the Following Page

Witness _____

By: _____ (SEAL)
Name: _____