

Return after recording to:
Michael J. Zenner, Esq.
Winter Capriola Zenner, LLC.
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

STATE OF GEORGIA

Cross Reference: Deed Book 21548,
Page 63

COUNTY OF FULTON

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR HEMBREE CREEK CONDOMINIUM
AND TO THE BYLAWS OF HEMBREE CREEK CONDOMINIUM ASSOCIATION, INC.

This Amendment to the Declaration of Condominium for Hembree Creek Condominium and to the Bylaws of Hembree Creek Condominium Association, Inc. (hereinafter, the "Amendment") is made this 15th day of February, 2018, by Hembree Creek Condominium Association, Inc., (hereinafter, the "Association") a Georgia nonprofit corporation, in accordance with the provisions of the Declaration and Bylaws.

WITNESSETH

WHEREAS, Hembree Creek Condominium (hereinafter sometimes called the "Condominium" or "Hembree Creek") is a residential condominium established pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-70 et seq. and in accordance with the terms of that certain Declaration of Condominium for Hembree Creek Condominium filed and recorded on September 26, 1996 at Deed Book 21548, Page 63 et seq., Fulton County, Georgia Records; as amended by that certain First Amendment to Declaration of Condominium for Hembree Creek Condominium recorded on February 3, 1997, in Deed Book 22108, Page 175, et seq., Fulton County, Georgia records; as further amended by that certain Second Amendment to Declaration of Condominium for Hembree Creek Condominium recorded on October 13, 1997, in Deed Book

23240, Page 262, et seq., Fulton County, Georgia records; as further amended by that certain Third Amendment to Declaration of Condominium for Hembree Creek Condominium recorded on June 1, 1998, in Deed Book 24467, Page 147, et seq., Fulton County, Georgia records; as further amended by that certain Fourth Amendment to Declaration of Condominium for Hembree Creek Condominium recorded on December 14, 1998, in Deed Book 25863, Page 343, et seq., Fulton County, Georgia records; and as further amended by that certain Fifth Amendment to Declaration of Condominium for Hembree Creek Condominium recorded on November 7, 2002, in Deed Book 33475, Page 460, et seq., Fulton County, Georgia records (said Declaration, as amended, being hereinafter referred to as the "Declaration");

WHEREAS, a plat depicting Phase 1 of the Condominium property prepared by Construction Engineering Associates dated July 25, 1996 is filed in Condominium Plat Book 10, Page 118, Fulton County, Georgia records; a plat of survey for Phase 2 prepared by Construction Engineering Associates dated December 18, 1996 is filed in Condominium Plat Book 11, Page 18, Fulton County, Georgia records; a plat of survey for Phase 3 prepared by Construction Engineering Associates dated September 29, 1997 is filed in Condominium Plat Book 10, Page 147, Fulton County, Georgia records; a plat of survey for Phase 4 prepared by Construction Engineering Associates dated May 18, 1998 is filed in Condominium Plat Book 11, Page 19, Fulton County, Georgia records; and a plat of survey for Phase 5 prepared by Construction Engineering Associates dated May 19, 1998 is filed in Condominium Plat Book 11, Page 41, Fulton County, Georgia records;

WHEREAS, floor plans relating to the Condominium are filed in Condominium Floor Plan Drawer Number 2, Folder Number 324, of the Fulton County, Georgia records;

WHEREAS, By-Laws of Hembree Creek Condominium Association, Inc. are attached to the Declaration as Exhibit "C" (hereinafter referred to as the "Bylaws");

WHEREAS, pursuant to Paragraph 23(b) 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 sixty-seven percent (67%) of the total vote thereof, provided that so long as Declarant has an unexpired option to add any portion of the Additional Property to the Condominium or has the right to appoint and remove directors and officers of the Association, any amendment to this Declaration also requires the written consent of the Declarant;

WHEREAS, pursuant to Article VI, Section 8 of the Bylaws, said Bylaws 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 sixty-seven percent (67%) of the total eligible vote thereof, provided that so long as Declarant has an unexpired option to add any portion of the Additional Property to the Condominium or has the right to appoint and remove directors and officers of the Association, any amendment to the Bylaws also requires the written consent of the Declarant;

WHEREAS, the Declarant no longer has the right to add any portion of the Additional Property to the Condominium or to appoint and remove directors of the Association; and

WHEREAS, the following Amendment has been approved by members of the Association holding sixty-seven percent (67%) of the total vote thereof, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by this reference made a part hereof;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1. Paragraph 10 of the Declaration is amended by deleting Subparagraph (i) thereof in its entirety and substituting therefor a new Subparagraph (i) which shall read as follows:

"(i) Capital Contribution Fee. Upon each and every conveyance of a Unit, including, without limitation, a conveyance pursuant to a deed under power following foreclosure of a Mortgage or pursuant to a deed in lieu of foreclosure of such Mortgage, the transferee or grantee becoming the Owner of the Unit shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable capital contribution fee in an amount equal to three (3) monthly installments of the then current annual assessment for the Unit (hereinafter, the "Capital Contribution Fee"). The Capital Contribution Fee shall be collected and paid to the Association at the closing of each sale, transfer or conveyance of the Unit or if not collected at a closing, paid immediately upon demand by the Association. The Capital Contribution Fee shall constitute an assessment under the Declaration and shall be collected in the same manner provided in the Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Capital Contribution Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Unit is transferred by will or under the laws of intestacy; and (iii) any grantee to whom a Unit is transferred as a gift, that is, gratuitously and without value or legal consideration as determined by the Board of Directors in its sole discretion. Furthermore, the Capital Contribution Fee shall not be payable upon the refinancing of a Unit, provided there is no change in the fee simple ownership of the Unit."

2. Paragraph 15 of the Declaration is amended by adding a new Subparagraph (f) to the end thereof, which shall read as follows:

"(f) Short-Term Rentals. The short-term leasing of Units and other arrangements for short term occupancy of Units through Airbnb, VRBO, HomeAway.com, and other similar service providers is prohibited within the Hembree Creek Condominium. The listing, marketing, or advertising of a Unit within the Hembree Condominium or any portion thereof, for short term leasing or occupancy on Airbnb, VRBO, HomeAway.com or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Unit Owner will reside in the Unit during the term of the lease or other

occupancy arrangement. For purposes of this provision, "short-term" means for a period of less than one (1) year."

3. Article III(A) of the Bylaws is amended by deleting Section 2 thereof in its entirety and substituting therefor a new Section 2, which shall read as follows:

"2. Term of Office. At the first annual meeting after the adoption of this Amendment, an election shall be held to fill all five (5) positions on the Board of Directors. The three (3) candidates receiving the largest number of votes shall be elected for a term of two (2) years, and the two (2) candidates receiving the next largest number of votes shall be elected for a term of one (1) year. Upon expiration of these initial terms, each successor director shall be elected to serve a term of two (2) years. Directors shall hold office for the term for which he or she was elected and until his or her successors are elected and qualified, or until his or her earlier resignation, death or removal."

4. Article VI of the Bylaws is amended by deleting Section 6 thereof in its entirety and substituting therefor a new Section 6, which shall read as follows:

"6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant."

5. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration and/or Bylaws.

6. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity of any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable.

7. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration or Bylaws of the Association, the terms of this Amendment shall control.

8. Except as amended hereby, the Declaration and Bylaws, as previously amended, shall remain in full force and effect.

9. This Amendment shall be effective upon recording in the Fulton County, Georgia records.

IN WITNESS WHEREOF, the undersigned officers of Hembree Creek Condominium Association, Inc. hereby execute this Amendment on the date and year first above written.

HEMBREE CREEK CONDOMINIUM ASSOCIATION, INC.,
a Georgia nonprofit corporation

Signed, sealed and delivered in
in the presence of:

[Signature]
Unofficial Witness

Jaleesa Irving
Notary Public

My Commission Expires: 08-25-19

By: [Signature] 2/1/18

Print Name: Victoria Goodwin
Print Title: Hembree Creek Condo Assoc. Board President

Attest: [Signature] 2/1/18

Print Name: BONNIE L. DECKER
Print Title: Hembree Creek Condo Assoc Board Secretary

[CORPORATE SEAL]

[SEAL]



EXHIBIT "A"

Certification of Approval

The undersigned officers of Hembree Creek Condominium Association, Inc. hereby swear under oath that the above Amendment to the Declaration and Bylaws was lawfully adopted by the agreement of the required majority of the members of the Association and that any notices required under the Declaration and Bylaws were properly given. As of the date hereof, there are no Units in the Condominium that are subject to Mortgages held by Eligible Mortgage Holders, as said term is used and defined in the Declaration.

Sworn to and subscribed before me
this 1 day of Feb., 2018.

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 08-25-19

[NOTARY SEAL]

By: [Signature] 2/1/18
Print Name: Victoria Barton
Print Title: President

Attest: [Signature]
Print Name: Bonnie L. Decker 2/1/18
Print Title: Secretary

[CORPORATE SEAL]

