
Return to:

Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road
One Alliance Center, 4th Floor
Atlanta, Georgia 30326
Attention: Jane C. Kotake, Esq.

Cross-reference to:

Deed Book 42718, Page 138, Fulton County,
Georgia records

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR DUO, A CONDOMINIUM**

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR DUO, A CONDOMINIUM (hereinafter referred to as the "First Amendment") is made on the date set forth in the Declaration of Condominium for Duo, a Condominium (hereinafter referred to as the "Declaration") prepared by CHAPEL PARTNERS, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on June 6, 2006, that certain Declaration of Condominium for Duo, a Condominium, dated May 8, 2006, was recorded in Deed Book 42718, Page 138, et seq., Fulton County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, Declarant desires to subject to the provisions of the Declaration a portion of the real property described on Exhibit "C" to the Declaration and attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Phase II Property");

WHEREAS, a plat of survey related to Duo, a Condominium (hereinafter referred to as the "Condominium") prepared by Rochester & Associates, Inc. was filed in Condominium Plat Book 17, Page 97, et seq., aforesaid records;

WHEREAS, floor plans relating to the Condominium prepared by Geheber Lewis Assoc., P.C. were filed in Condominium Floor Plan Book 33, Page 564, et seq., aforesaid records;

NOW, THEREFORE, subject to the provisions of O.C.G.A. Section 44-3-89 and Paragraph 26 of the Declaration, and in accordance with those provisions, Declarant hereby amends the Declaration as follows:

1.

The Phase II Property is subject to the form of ownership set forth in the Georgia Condominium Act and to the provisions of the Declaration. The Phase II Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title of the Phase II Property and shall be binding upon all persons or entities having any right, title or interest in the Phase II Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall be for the benefit of all owners of property subject to the Declaration.

2.

The first paragraph of Paragraph 4 of the Declaration is deleted in its entirety and the following is substituted therefor:

The Condominium will be divided into eighty (80) separate Units, Common Elements and Limited Common Elements. Each Unit consists of a dwelling apartment and an appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure that lies within the following boundaries:

3.

Declarant hereby reassigns the undivided percentage interest in the common elements and liability for common expenses among all eighty (80) Units by deleting Exhibit "B" to the Declaration in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by this reference.

4.

Declarant hereby assigns parking spaces to the Units on the Phase II Property by deleting Exhibit "D" to the Declaration and replacing it with a revised Exhibit "D" attached hereto and incorporated by this reference.

5.

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

IN WITNESS WHEREOF, the undersigned being the duly appointed representative of Declarant has executed this First Amendment to the Declaration of Condominium for Duo, a Condominium this 7th day of AUGUST, 2006.

CHAPEL PARTNERS, LLC,
a Georgia limited liability company

By: Interfinancial Properties, Inc. its Manager

[Signature]
By: *[Signature]* (SEAL)

Name: Scott L. Leventhal

Title: President

Signed, sealed, and delivered
this 7th day of August, 2006
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

9-18-06

[NOTARY SEAL]



EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY
(Legal Description of Phase II Property)

All that tract or parcel of land lying and being in Land Lot 84 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way of Haynes Street (40' R/W) 69.85 feet northerly from a PK nail found at the intersection of the northwesterly right-of-way of Chapel Street (50' R/W) and the westerly right-of-way of Haynes Street (40' R/W); thence North 88°47'50" West, a distance of 59.00 feet to a point; thence North 54°38'34" West, a distance of 30.00 feet to a point; thence North 01°10'45" East, a distance of 58.00 feet to a point; thence North 88°49'15" West, a distance of 15.00 feet to a point; thence North 06°13'13" West, a distance of 19.72 feet to a ½ inch rebar found; thence North 00°12'36" East, a distance of 72.52 feet to a ½ inch rebar found; thence South 89°10'50" East, a distance of 101.99 feet to a ½ inch rebar found on the westerly right-of-way of Haynes Street; thence along said right-of-way South 01°11'17" West, a distance of 79.95 feet to a 1 inch pipe found; thence along said right-of-way South 01°12'10" West, a distance of 82.67 feet to a point, being the POINT OF BEGINNING.

**Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses**

PAGE 1

Unit Number	Unit Type	Ownership Percentage
1101	A	1.032%
1102	C	1.452%
1103	C	1.452%
1104	B	1.199%
1105	A	1.032%
1106	A	1.032%
1107	B	1.198%
1108	A	1.032%
1109	C	1.452%
1110	B	1.199%
1111	A	1.031%
1112	C	1.452%
1201	A	1.032%
1202	C	1.452%
1203	C	1.452%
1204	B	1.199%
1205	A	1.032%
1206	A	1.032%
1207	B	1.198%
1208	A	1.032%
1209	C	1.452%
1210	B	1.199%
1211	A	1.031%
1212	C	1.452%
1301	A	1.032%
1302	C	1.452%
1303	C	1.452%
1304	B	1.199%
1305	A	1.032%
1306	A	1.032%
1307	B	1.198%
1308	A	1.032%
1309	C	1.452%
1310	B	1.199%
1311	A	1.031%
1312	C	1.452%
1401	A	1.032%
1402	C	1.452%
1403	C	1.452%
1404	B	1.199%
1405	A	1.032%
1406	A	1.032%
1407	B	1.198%
1408	A	1.032%

**Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses**

PAGE 2

Unit Number	Unit Type	Ownership Percentage
1409	C	1.452%
1410	B	1.199%
1411	A	1.031%
1412	C	1.452%
2101	A	1.032%
2102	C	1.452%
2103	B	1.199%
2104	B	1.199%
2105	C	1.452%
2106	B	1.199%
2107	C	1.452%
2108	C	1.452%
2201	A	1.032%
2202	C	1.452%
2203	B	1.199%
2204	B	1.199%
2205	C	1.452%
2206	B	1.199%
2207	C	1.452%
2208	C	1.452%
2301	A	1.032%
2302	C	1.452%
2303	B	1.199%
2304	B	1.199%
2305	C	1.452%
2306	B	1.199%
2307	C	1.452%
2308	C	1.452%
2401	A	1.032%
2402	C	1.452%
2403	B	1.199%
2404	B	1.199%
2405	C	1.452%
2406	B	1.199%
2407	C	1.452%
2408	C	1.452%
TOTAL:		100.00%

EXHIBIT "C"

DESCRIPTION OF ADDITIONAL PROPERTY

[INTENTIONALLY OMITTED]



EXHIBIT "D"**PARKING SPACE ASSIGNMENTS**

Unit Number	Parking Space(s) Assigned
1101	60
1102	46 and 47
1103	86 and 87
1104	16
1105	70
1106	11
1107	61
1108	69
1109	52 and 53
1110	15
1111	73
1112	44 and 45
1201	58
1202	42 and 43
1203	88 and 89
1204	18
1205	13
1206	12
1207	59
1208	68
1209	25 and 26
1210	17
1211	14
1212	40 and 41
1301	56
1302	38 and 39
1303	50 and 51
1304	20
1305	65
1306	72
1307	57
1308	67
1309	27 and 28
1310	19
1311	66
1312	36 and 37
1401	54
1402	34 and 35
1403	48 and 49
1404	22
1405	62

Unit Number	Parking Space(s) Assigned
1406	71
1407	55
1408	63
1409	29 and 31
1410	21
1411	64
1412	32 and 33
2101	8
2102	95&96
2103	76
2104	75
2105	117&119
2106	74
2107	115&116
2108	103T&104T
2201	7
2202	5&6
2203	79
2204	78
2205	3&4
2206	77
2207	99T&100T
2208	101T&102T
2301	10
2302	93T&94T
2303	82
2304	81
2305	97T&98T
2306	80
2307	105&106
2308	91T&92T
2401	9
2402	107&108
2403	85
2404	84
2405	109&110
2406	83
2407	113&114
2408	111&112

Return to:

Jane C. Kotake, Esq.
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One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

DECLARATION OF CONDOMINIUM

FOR

DUO, A CONDOMINIUM

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

Attorneys

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STATE OF GEORGIA
COUNTY OF FULTON

DECLARATION OF CONDOMINIUM

FOR

DUO, A CONDOMINIUM

THIS DECLARATION is made on the date set forth below by Chapel Partners, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property that is located in Fulton County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, a plat of survey related to the Condominium prepared by Rochester & Associates, Inc., dated May 29, 2006 was filed in Condominium Plat Book 17, Page(s) 97, Fulton County, Georgia Records;

WHEREAS, floor plans relating to the Condominium prepared by Geheber Lewis Assoc., P.C. were filed in Condominium Floor Plan Book 33, Page(s) 54-55 Fulton County, Georgia Records;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

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DECLARATION OF CONDOMINIUM

FOR

DUO, A CONDOMINIUM

1. NAME.

The name of the condominium is Duo, a Condominium (hereinafter sometimes called "Duo" or the "Condominium," as further defined herein), which condominium is hereby submitted by Declarant to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as amended.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

(a) Act shall mean the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as such Act may be amended from time to time.

(b) Additional Property shall mean that property described in Exhibit "C" attached hereto and incorporated herein, which Declarant may, but shall have no obligation to, submit to the Condominium as provided in this Declaration.

(c) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Control Committee.

(d) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person or entity, become the responsibility of the Association.

(e) Articles or Articles of Incorporation shall mean the Articles of Incorporation of Duo Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(f) Association shall mean Duo Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(g) Board or Board of Directors shall mean the board of directors of the Association, which shall be the body responsible for management and operation of the Association.

(h) Bylaws shall mean the Bylaws of Duo Condominium Association, Inc., attached to this Declaration as Exhibit "F" and incorporated herein by this reference.

(i) Common Elements shall mean those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

(j) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements.

(k) Condominium shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration and any property described in Exhibit "C" that is later submitted to the provisions of the Act and this Declaration.

(l) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(m) Contractor shall mean any Person, firm, partnership, corporation, association, or other organization that is engaged in the business of designing, developing, constructing, or selling dwellings or the alteration of or addition to an existing dwelling, repair of a new or existing dwelling, or construction, sale, alteration, addition, or repair of an appurtenance to a new or existing dwelling, including, but not limited to, Declarant. The term includes:

- (i) An owner, officer, director, shareholder, partner, or employee of the contractor;
- (ii) Subcontractors and suppliers of labor and materials used by a contractor in a dwelling; and
- (iii) A risk retention group registered under applicable law, if any.

(n) Declarant shall mean Chapel Partners, LLC, a Georgia limited liability company, its respective successors and assigns and any other Person as further set forth in Section 44-3-71(13) of the Act, provided that such successors and/or assignee are designated in writing by Declarant as its successor and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor and/or assign, as Declarant hereunder or divest it of other rights specifically reserved to Declarant herein.

(o) Declarant Control Period shall mean the period of time during which the Declarant is entitled to appoint and remove the members of the Board of Directors as provided in Article III, Part A, Section 2 of the Bylaws.

(p) Declarant's Easement Area shall mean that certain area, as shown on the Floor Plans, that Declarant has the right to use exclusively for any purpose it deems appropriate as set forth in subparagraph 21(g).

(q) Domestic Partner shall mean any adult who cohabitates with an Owner and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A Person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.