

Return to: Coulter & Sierra, LLC  
2800 Century Parkway  
Suite 275  
Atlanta, Georgia 30345  
Attn: GLC

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 42718  
Page 138

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

This Amendment to the Declaration of Condominium for Duo, a Condominium (hereinafter, the "Amendment") is made on this 13 day of November 2015, by Duo, a Condominium Association, Inc., a Georgia nonprofit corporation (hereinafter, the "Association").

**W I T N E S S E T H**

**WHEREAS**, Duo is a condominium governed by the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq. (hereinafter, the "Act") and created pursuant to that certain Declaration of Condominium for Duo, a Condominium, recorded on June 6, 2006 at Deed Book 42718, Page 138, Fulton County, Georgia records, as amended or supplemented (hereinafter, the "Declaration");

**WHEREAS**, Plats depicting the Condominium are filed in Condominium Plat Book 17, Page 97, et seq. Fulton County, Georgia records (hereinafter, the "Plats");

**WHEREAS**, floor plans depicting the Units in Duo, a Condominium, are filed in Condominium Floor Plan Book 33, Page 564, et seq. Fulton County, Georgia records (hereinafter, together with any amendments to the foregoing as may be filed for record in accordance with the Declaration, the "Floor Plans");

**WHEREAS**, the Association is the "Association" as said term is used and defined in the Declaration;

**WHEREAS**, Paragraph 22 of the Declaration provides that the Association's Board of Directors ("Board"), without the necessity of a vote from the Owners, may amend the Declaration to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association, Inc. ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law; and

**WHEREAS**, HUD has issued an opinion and/or denied FHA approval applications to condominium associations stating that the standard language allowing the Board of Directors to approve or disapprove the form of a lease agreement entered into by an owner violates the National Housing Act of 1934, Pub.L. 84-345, 48 Stat. 847 (1934) as it limits the free transferability of property; therefore it has represented that the Federal Housing Authority ("FHA") will no longer issue mortgage insurance on condominium units whose governing documents include such language; and

**WHEREAS**, the Declaration currently contains a provision requiring any Owner leasing his or her Unit to present a lease to the Board of Directors so that the Board of Directors may approve the form of the lease; and

**WHEREAS**, the Board has determined that it is in the best interest of the unit owners and the Condominium to bring the Declaration into compliance with HUD's interpretation of the National Housing Act so as to enable the FHA to issue federal mortgage insurance on Units in the Condominium; and

**WHEREAS**, the Board has approved the following amendment to Section 15, subparagraph (d)(i) and (ii) of the Declaration.

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

1.

Paragraph 15, Subsection (d)(i) is hereby deleted in its entirety and replaced with the following:

(i) **Notice.** At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board has the ability to review the form lease to ensure it is in compliance with the governing documents for the Association.

2.

Paragraph 15, Subsection (d)(ii) is hereby deleted in its entirety and replaced with the following:

(ii) **General.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing. There

shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within ten (10) days after executing a lease agreement of the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide, at Owner's expense, the lessee copies of the Declaration, Bylaws and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

3.

Paragraph 15, Subsection (d)(iii)(A) is hereby deleted in its entirety and replaced with the following:

- (A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

IN WITNESS WHEREOF, the undersigned officers of the Association do hereby certify that the above Amendment to the Declaration of Condominium for Duo, a Condominium was duly adopted by the Association's Board of Directors.

Sworn to and subscribed before me  
This 12 day of November  
2015.



Witness



Notary Public



[Notary Seal]

DUO CONDOMINIUM ASSOCIATION, INC.

By:  (Seal)

Title: President

Attest:  (Seal)

Title: Secretary

