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Attn: Stacy W. Hanley

STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 29534  
Page 439

**SECOND AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM**

**FOR**

**RIVER MILL CONDOMINIUM**

**WHEREAS**, that certain the Amendment to Declaration of Condominium for River Mill Condominium was recorded on October 4, 2000 in Deed Book 29534, Page 439, *et seq.*, Fulton County, Georgia land records, as amended ("Declaration"); and

**WHEREAS**, Paragraph 21(c)(v) of the Declaration and O.C.G.A. §44-3-106(c) permits the Board of Directors of the River Mill Condominium Association, Inc. ("Association") without the necessity of a vote of the Association members, to amend the Declaration to bring the Condominium into compliance with applicable rules and regulations of the Department of Housing and Urban Development; and

**WHEREAS**, the United States Department of Housing and Urban Development ("HUD") states that condominium projects only will be eligible for HUD approval of Fair Housing Administration ("FHA") loans under 24 CFR 203.41 if the condominium is free of certain leasing restrictions that prevent FHA borrowers from freely transferring their condominium units; and

**WHEREAS**, the Association's Board of Directors desires for the condominium to be compliant with HUD rules and regulations that are applicable to the condominium to enable owners of units and purchasers of units at the condominium to obtain FHA approved loans; and

**WHEREAS**, the Association's Board of Directors desires to amend the Declaration to come in to compliance with the applicable rules and regulations of HUD, and the Board of Directors has approved this Amendment;

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

## 1.

Article 17, Subsection (b)(v) of the Declaration is hereby amended as follows:

- a) The following language is hereby deleted from the third (3<sup>rd</sup>) line of Subsection (b)(v): *"and all such leasing and leases shall be subject to approval by the Association in order to assure compliance with the provisions of the Declaration, Bylaws and Rules and Regulations"* and "." is hereby substituted therefore.
- b) The following language is hereby deleted from the eighth (8<sup>th</sup>) through twelfth 12<sup>th</sup> lines of Subsection (b)(v): *"The Board's review of the proposed lease and approval or disapproval thereof shall be based upon (1) compliance of the proposed lease and lessee with the Declaration, Bylaws and Rules and Regulations of the Association, (2) submission of the lease notice provided for herein inclusive of all required information, and (3) submission of a copy of a signed lease."*

## 2.

Article 17, Subsection (b)(iv)(B)(III) of the Declaration is hereby deleted in its entirety and replaced with the following:

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 or 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/or the lessee, and such fine may be assessed against the lessee and/or the Owner in accordance with the Bylaws. The Owner and Lessee will be personally and jointly and severally liable for all fines. Additionally, unpaid fines shall constitute a specific assessment and an automatic lien against the Unit.

Any violation of the Declaration, Bylaws, and 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 authorized the Owner to terminate the lease without liability and to evict the lessee and any Occupants in accordance with Georgia law.

## 3.

The Association, acting through the Board of Directors, reserves the right to rescind or modify this Amendment, or any part of it, if HUD guidelines for FHA loans change after the date of this Amendment or if the Condominium is not at such time approved by HUD for FHA loans.

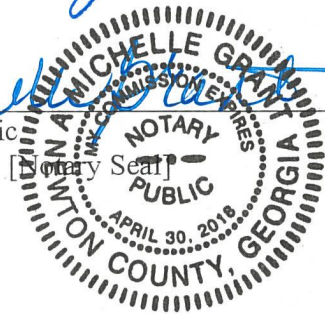
IN WITNESS WHEREOF, the undersigned officers of River Mill Condominium Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by the Association's Board of Directors in accordance with O.C.G.A. §44-3-106(c) and Paragraph 21(c)(v) of the Declaration.

This 11<sup>th</sup> day of August, 2016.

Sworn to and subscribed before me this  
11<sup>th</sup> day of August, 2016

[Signature]  
Witness

[Signature]  
Notary Public



RIVER MILL CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature] (Seal)  
Title: President

Attest: [Signature] (Seal)  
Title: Secretary

[Corporate Seal]