

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded Nov 27 1989 at 2:06

Juanita Hicks CLERK

STATE OF GEORGIA
COUNTY OF FULTON

Cross-Reference: Deed Book 7768

Page 145

AMENDMENT TO DECLARATION FOR
PEACHTREE TOWERS, A CONDOMINIUM

Peachtree Towers, A Condominium, was created pursuant to that certain Declaration For Peachtree Towers, A Condominium, recorded on February 9, 1981 in the official records of Fulton County, Georgia, in Deed Book 7768, page 145, et seq. (hereinafter referred to as "Declaration"); and

Plats for Peachtree Towers Condominium have been filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia in Condominium Plat Book ____, Page ____; and

Plans for Peachtree Towers Condominium have been filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, in Cabinet ____, Folder ____; and

Peachtree Towers Condominium Association, Inc. ("Association"), desires to amend the Declaration for the purposes delineated in this Amendment; and

Article VIII, Section 1 of the Declaration requires the assent of owners of units to which two-thirds (2/3) of the votes in the Association pertain in order to amend the Declaration; and

Owners of units to which at least two-thirds (2/3) of the votes in the Association pertain have agreed to amend the Declaration;

NOW THEREFORE, the Declaration For Peachtree Towers, A
Condominium is hereby amended as follows:

Article II of the Declaration is amended by adding the
following section as Section 13:

Section 13. Failure of a Unit Owner to Maintain Unit. If any owner of a Unit fails to properly perform his or her maintenance responsibility, pursuant to Article II, Section 11 above, and the Board of Directors determines the Unit owner's failure to maintain, repair or replace causes or creates a condition which is hazardous, unclean, unhealthy, unsightly, unkempt, or a nuisance to the members of the Association, the Association may perform it and assess all costs incurred by the Association for such maintenance, repair or replacement against the Unit and the Unit owner in accordance with Article IV, Section 2 of the Declaration. Except when entry is required into a Unit in an emergency situation, the Association shall give the owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at the owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary to the Board of Directors. In the case above where the owner has not discharged his or her responsibility, unless the Board of Directors determines that an emergency exists, the owner shall have ten (10) days within which to complete the maintenance, repair or replacement or if the maintenance, repair or replacement is not capable of completion within such time period, to commence maintenance, repair or replacement within ten (10) days. If the Board determines that an emergency exists or that an owner has not complied with the demand given by the Association as herein provided, the the Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

The Association or its agents or employees shall have a right of entry upon or into the Unit or limited common element as necessary to perform such work and shall not be liable for trespass for such entry or work.

IN WITNESS WHEREOF, the undersigned officers of Peachtree Towers Condominium Association, Inc. hereby certify that the aforementioned Amendment to the Declaration For Peachtree Towers, A Condominium was duly adopted by the Association and its membership.

This 18th day of October, 1989.

PEACHTREE TOWERS CONDOMINIUM ASSOCIATION, Inc.

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and delivered this 18 day of October, 1989, in the presence of:

[Signature]
WITNESS

[Signature]

NOTARY PUBLIC
Notary Public - Grand State of Georgia
My Commission Expires August 12, 1992

12002



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Plats for Peachtree Towers Condominium have been filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia in Condominium Plat Book __, Page __; and

Plans for Peachtree Towers Condominium have been filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, in Cabinet __, Folder __; and

Peachtree Towers Condominium Association, Inc. ("Association"), desires to amend the Declaration for the purposes delineated in this Amendment; and

Article VIII, Section 1 of the Declaration requires the assent of owners of units to which two-thirds (2/3) of the votes in the Association pertain in order to amend the Declaration; and

Owners of units to which at least two-thirds (2/3) of the votes in the Association pertain have agreed to amend the Declaration;

NOW THEREFORE, the Declaration For Peachtree Towers, A
Condominium is hereby amended as follows:

Article VIII of the Declaration is amended by adding
the following section as Section 11:

Section 11. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors also may be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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IN WITNESS WHEREOF, the undersigned officers of
Peachtree Towers Condominium Association, Inc. hereby certify
that the aforementioned Amendment to the Declaration For
Peachtree Towers, A Condominium was duly adopted by the
Association and its membership.

This 18th day of October, 1989.

PEACHTREE TOWERS CONDOMINIUM
ASSOCIATION, Inc.

By: [Signature]

President

Attest: [Signature]

Secretary

Signed, sealed and delivered
this 18 day of October,
1989, in the presence of:

[Signature]
WITNESS

[Signature]

NOTARY PUBLIC Notary Public, Georgia State of Large
My Commission Expires March 12, 1992

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