

STATE OF GEORGIA  
COUNTY OF FULTON

Cross-Reference: Deed Book 7768  
Page 145

AMENDMENT TO DECLARATION FOR PEACHTREE TOWERS,  
A CONDOMINIUM AND TO BY-LAWS OF  
PEACHTREE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, 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

WHEREAS, 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 5, page 80 and

WHEREAS, plans for Peachtree Towers Condominium have been filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, in Cabinet 2, Folder 76; and

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

WHEREAS, 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

WHEREAS, Article IX of the By-Laws requires the vote of at least fifty-one percent (51%) of all unit owners cast in person or by proxy; and

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GEORGIA Fulton County Clerk's Office Superior Court  
Filed & Recorded Oct 5, 1990 at 2:19

*Jamie Slick*  
CLERK

WHEREAS, owners of units to which at least two-thirds (2/3) of the votes in the Association pertain have agreed and voted to amend the Declaration and By-Laws;

NOW THEREFORE, the Declaration For Peachtree Towers, A Condominium and By-Laws of Peachtree Towers Condominium Association, Inc. are hereby amended as follows:

1.

Article II, Section 11 of the Declaration shall be amended by adding at the end thereof the following sentence:

The unit owners may contract with the Association for maintenance of the unit interior or limited common elements which are the maintenance responsibility of the unit owner as provided herein.

2.

Article IV, Section 4 of the Declaration shall be amended by adding at the end thereof the following section:

(c) Any common expenses, including, but not limited to, expenses incurred on behalf of particular unit owners for maintenance of the interior of units, and fees and expenses charged by the Association for performing rental management services on behalf of particular owners at the owners' request, shall be specially assessed equitably among all of the units so benefited.

3.

Article IV, Section 5 shall be amended by adding, in the first sentence on the third line thereof immediately following the phrase "by the Association" the following phrase:

or by a rental management contract between the Association and a unit owner

4.

Article VII, Section 1 of the Declaration shall be amended by deleting the last sentence thereof and substituting therefor the following:

Such purposes may include, but need not be limited to, use by the Association of common elements to conduct rental management activities on behalf of unit owners. Each unit shall be used only for such purposes and to such extent as will not overload or interfere with any common element or the enjoyment thereof by the unit owners or occupants of other units.

5.

The Declaration shall be amended by adding, immediately following Article VIII thereof, the following new article:

**ARTICLE VIII**

**RENTAL MANAGEMENT**

The Association may, but shall not be obligated to, contract with unit owners to provide, directly or indirectly, management services on behalf of unit owners who lease their units. Services may include, but need not be limited to, advertising for prospective tenants, negotiating leases, collecting rents, maintaining unit interiors, qualifying residents, and making emergency repairs. The Association may charge reasonable fees for such services, which fees shall constitute an assessment against the benefited unit, as provided in Article IV, Section 4 of this Declaration, as amended. All such assessments, together with late charges, interest, and reasonable attorney's fees actually incurred, shall be a charge on the unit and shall be a continuing lien upon the unit against which such assessment is made, pursuant to Article IV of the Declaration. The fees charged by the Association may include overhead and a reasonable profit, provided any profit earned shall be used to offset other common expenses of the Association.

6.

Article V of the By-Laws of Peachtree Towers Condominium Association, Inc. shall be amended by renumbering Section 9, Subsection (p) as Section (9), Subsection (q) and and a new Section (9), Subsection (p) shall be added as follows:

(p) To contract with unit owners on an individual basis to provide, directly or indirectly, management services for their units, which services may include, but need not be limited to, advertising for prospective tenants, negotiating leases, collecting rents, maintaining unit interiors, qualifying residents, and making emergency repairs.

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 and By-Laws of Peachtree Towers Condominium Association, Inc. were duly adopted by the Association and its membership.

This 5 day of October, 1969.

PEACHTREE TOWERS CONDOMINIUM ASSOCIATION, INC.

By: Eugene W. Chalger President

Attest: Thelma Puytor Secretary

Signed, sealed and delivered this 5th day of October, 1969, in the presence of:

Witness signatures and Notary Public seal for Andrew A. Johnson, Notary Public, My Commission Expires Dec. 21, 1972.

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