

Reference:

Book 2930 page 555
Book 3016 page 356
Book 3469 page 263

STATE OF GEORGIA :
COUNTY OF DEKALB :

AMENDMENT TO WREN'S CROSS OF ATLANTA
DECLARATION OF CONDOMINIUM

WHEREAS, the Wren's Cross of Atlanta, Declaration of Condominium dated December 19, 1972 is recorded in Deed Book 2930 page 555 et. seq., DeKalb County, Georgia Records, as amended by those certain amendments (i) dated March 18, 1973 and recorded in Deed Book 3016 page 356, aforesaid records, (ii) dated March 1, 1976 and recorded in Deed Book 3469 page 263, aforesaid records, and (iii) filed for the purpose of identifying the buildings and residences of the Wren's Cross property and for the purpose of recording a verified statement of a registered architect or licensed professional engineer certifying that the plats and plans fully and accurately depict those buildings and residences (said Declaration together with said amendments hereinto hereinafter sometimes referred to as the "Original Declaration");

WHEREAS, a plat dated September 26, 1972 relating to Wren's Cross was recorded in Apartment or Condominium Plat Book 1, page 146 in DeKalb County, Georgia Records and a plat dated October 30, 1975 revised December 5, 1975 and further revised December 15, 1975 was recorded in Apartment or Condominium Plat Book 3, page 147 to identify the additional land added to Wren's Cross;

WHEREAS, floor plans relating to Wren's Cross were filed in Condominium Cabinet file 24, DeKalb County, Georgia Records;

WHEREAS, said original Declaration may be amended by the vote of at least seventy-five (75%) percent of the Board Directors of the Association and seventy-five (75%) of the total vote of Wren's Cross of Atlanta Condominium Association, Inc., (heretofore known as Wren's Cross Association of Atlanta, Inc.) an incorporated successor to Wren's Cross of Atlanta Association, the unincorporated association of owners established in the original Declaration (hereinafter called the "Association") as provided in Article XII, Section 12.01 of said Declaration;

WHEREAS, at least 75% of the members of the Board of Directors and 75% of the total vote of the membership of the Association have approved the amendment; and

WHEREAS, this Amendment is for the purpose of submitting the condominium property to the Georgia Condominium Act (hereinafter referred to as the "Act"); Georgia Laws, 1975, No. 463; Ga. Code Ann. Section 85-1601 et. seq.;

NOW, THEREFORE, the condominium property is hereby submitted to the Act by this Amendment and the original Declaration and the attached By-Laws are hereby amended by striking the said Original Declaration and the By-Laws attached thereto in their entirety except those parts which are expressly incorporated herein by reference and simultaneously substituting

therefor the following Declaration of Condominium for Wren's Cross of Atlanta, a Condominium, (hereinafter sometimes referred to as either the "Declaration" or "Amended Declaration" and the attached By-Laws, being simultaneously recorded herewith and made a part of the condominium instruments:

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STATE OF GEORGIA :
COUNTY OF DEKALB :

DECLARATION OF CONDOMINIUM
FOR
WREN'S CROSS OF ATLANTA, A CONDOMINIUM

Pursuant to the Georgia Condominium Act, the owners of units at Wren's Cross of Atlanta hereby change the name of the condominium to Wren's Cross of Atlanta, A Condominium, (hereinafter sometimes referred to as either "Wren's Cross" or the "Condominium") and amend the original Declaration for the purpose of submitting Wren's Cross, a residential condominium, located in DeKalb County, Georgia to the Act, and, as the owners of the property described in the original Declaration, as amended, do submit the property to the Act and subject it to this Declaration for Wren's Cross of Atlanta, A Condominium. As described in the original Declaration, as amended, the submitted property is located in Land Lot 344 of the Eighteenth District of DeKalb County, Georgia, and is more particularly described as follows:

BEGINNING at a point on the northwesterly side of Peachford Road (said road having a sixty (60) foot right-of-way), 1879.1 feet southwesterly from the intersection formed by the northwesterly side of Peachford Road and southwesterly side of Barclay Drive (said road having a sixty (60) foot right-of-way) and running thence south 60 degrees 09 minutes 30 seconds west along the northwesterly side of Peachford Road a distance of 228.94 feet to a point; running thence in a northwesterly direction along a curve to the left (said curve having a chord distance of 298.38

feet on a bearing of north 45 degrees 30 minutes 30 seconds west) a distance of 304.0 feet to a point; running thence south 59 degrees 00 minutes west a distance of 268.9 feet to a point running thence south 02 degrees 22 minutes 30 seconds west a distance of 64.2 feet to a point; running thence north 87 degrees 37 minutes 30 seconds west a distance of 115.0 feet to a point; running thence south 02 degrees 22 minutes 30 seconds west a distance of 140.0 feet to a point; running thence north 87 degrees 3, minutes 30 seconds west a distance of 408.0 feet to the center line of a creek; running thence in a northerly direction along the center line of said creek, and following the meanderings thereof, a distance of 630 feet, more or less, to a point (the courses and distances of the chords and arcs formed by the meanderings of said creek in the aforementioned call are as follows: north 57 degrees 35 minutes east, 30.7 feet; north 10 degrees 29 minutes 30 seconds east, 37.1 feet; north 34 degrees 02 minutes east, 31.8 feet; north 04 degrees 04 minutes east, 32.0 feet; north 18 degrees 35 minutes 30 seconds west, 24.2 feet; north 35 degrees 10 minutes 30 seconds east, 83.7 feet; north 16 degrees 34 minutes east, 37.7 feet; north 04 degrees 20 minutes west, 90.4 feet; north 20 degrees 24 minutes west 54.4 feet; north 05 degrees 45 minutes 30 seconds west, 107.4 feet; north 41 degrees 35 minutes east, 26.9 feet; north 10 degrees 18 minutes west, 89.7 feet); running thence north 83 degrees 18 minutes 30 seconds east a distance of 102.0 feet to a point; running thence north 61 degrees 51 minutes 30 seconds east a distance of 202.8 feet to a point; running thence north 70 degrees 18 minutes east a distance of 243.2 feet to a point; running thence south 87 degrees 48 minutes 30 seconds east a distance of 353.3 feet to a point; running thence south 20 degrees 09 minutes east a distance of 180.0 feet to a point; running thence south 11 degrees 29 minutes 30 seconds west a distance of 212.8 feet to a point; running thence south 76 degrees 02 minutes 30 seconds east a distance of 153.3 feet to a point; running thence south 29 degrees 08 minutes east 149.9 feet to the northwesterly side of Peachford Road and the point of beginning; being 12.97 acres, more or less, as per plat for DeKalb Community Company surveyed by Watts and Browning, Engineers, dated September 26, 1972, and recorded in Condominium Plat Book 1, page 146, in the office of the Clerk of Superior Court DeKalb County, Georgia.

Together with that tract or parcel of land lying and being in Land Lot 344 of the Eighteenth District of DeKalb County, Georgia, being added to the condominium by that certain amendment dated March 1, 1976 and filed at Deed Book 3469 Page 263 et. seq., DeKalb County, Georgia Records, being more particularly described in said amendment as follows:

To find the point of beginning commence at the intersection of the Northwestern margin of the right-of-way of Peachford Road (said road having a sixty foot right-of-way width) and the Southwestern margin of the right-of-way of Barclay Drive (said drive having a sixty foot right-of-way width); proceed thence generally Southwesterly along the Northwestern margin of the right-of-way of Peachford Road, and the following the curvature thereof, a distance of 2108.04 feet to a point on the Northwestern margin of Peachford Road; proceed thence along a curve an arc distance of 131.6 feet to a point marked by a nail placed, which is the POINT OF BEGINNING (the preceding arc having a chord bearing of North 36 degrees 35 minutes West and a chord distance of 131.54 feet, the arc being Northeast of its chord); THENCE South 80 degrees 58 minutes 30 seconds West a distance of 61.2 feet to a point marked by an iron pin found; THENCE, South 27 degrees 32 minutes 30 seconds West a distance of 84.9 feet to a point marked by an iron pin found; THENCE North 65 degrees 30 minutes West a distance of 150.2 feet to a point marked by an iron pin; THENCE South 84 degrees 28 minutes 30 seconds West a distance of 129.2 feet to a point marked by an iron pin; THENCE North 59 degrees 00 minutes East a distance of 268.9 feet to an iron pin; THENCE along a curve an arc distance of 172.4 feet to the POINT OF BEGINNING (the preceding arc having a chord bearing of South 52 degrees 25 minutes East and a chord distance of 169.66 feet, the arc being Northeast of its chord), said parcel containing 0.67 acres, as shown on the as-built survey of Wren's Cross of Atlanta Condominium - Phase II, made by Watts & Browning, Engineers, dated October 30, 1975, revised December 5, 1975, revised December 15, 1975, and recorded in Condominium Plat Book 3, Page 147, DeKalb County, Georgia, Records.

1. RECREATIONAL PROPERTY

Certain property, on which is constructed a swimming pool, tennis courts and a party house is located adjacent to the condominium and is not presently a part of the condominium. Such property is referred to in the Original Declaration as "Recreational Property" and is described in Exhibit "C" attached to the Original Declaration. Such reference and description are specifically incorporated by reference herein and made part of this Declaration by Exhibit "A" attached hereto. Some or all of the recreational property may be submitted to the condominium form of ownership as part of Wren's Cross. In accordance with the easement and use restriction agreement dated March 1, 1976 and recorded in Deed Book 3469 Page 318, DeKalb County, Georgia Records, each member of the Association has a perpetual, non-exclusive easement of enjoyment and use of the Recreational Property and the facilities located thereon, subject to the terms of that easement.

2. PURPOSES AND USES

The condominium is formed for residential purposes, and units shall be occupied and used by the owners only as private residences for the owner, the owner's family, tenants and guests; units shall be used for no other purpose and no business shall be maintained or conducted in any unit, except as may be permitted by the terms of this Declaration or the By-Laws of The Wren's Cross of Atlanta Condominium Association, Inc. (hereinafter the "By-Laws"). The owners shall also comply

strictly with any use restrictions, rules, or regulations contained in or promulgated in accordance with the By-Laws; provided, however, that this provision shall not be construed to impair the right of any owner to sell, rent or lease units so long as such sale, rental or lease is in accordance with the applicable provisions of the By-Laws, and this Declaration and the rules and regulations adopted by the Board of Directors. Any tenant or lessee of a unit shall in all respects be subject to the Declaration, By-Laws and any and all rules and regulations as may, from time to time, be promulgated by the Association or the Board of Directors as if such tenant or lessee were an owner.

3. UNITS AND BOUNDARIES.

The condominium shall consist of residential buildings containing a total of ninety-one (91) residences plus a maintenance building. The structures are depicted on and have been constructed in accordance with the plat and master plans filed and recorded in Apartment and Condominium Plat Book 1, Page 146, DeKalb County, Georgia records, and Apartment and Condominium Plat Book 3, Page 147, aforesaid records, showing location of the units within the structures, and in particular, the number of units contained in each structure, the number of stories, basements, and the number of rooms in each unit. Such plats and plans, together with the floor plans filed in Condominium Cabinet File No. 24, DeKalb County, Georgia Records,

having been filed with the Original Declaration, are specifically incorporated by reference herein and made a part hereof.

Each unit shall in all respects constitute a separate parcel of real property which may be owned in fee simple and shall include that part of the structure which lies within the following boundaries:

(1) Horizontal (Upper and Lower): The horizontal boundaries of the units shall be the ground beneath the unit and the exterior surfaces of the roof.

(2) Vertical (Perimetric): The vertical boundaries of the unit shall be the outer unfinished surfaces of all exterior walls and the center line of all party walls; provided however, that all attachments to the walls of the unit which are a part thereof, which protrude beyond said boundaries and have been constructed in conformity with the plans, shall be deemed to be included within said boundaries.

These definitions setting forth unit boundaries shall be governed by the provisions of Section 12 of the Act. Subject to the provisions of the By-Laws, each owner shall be responsible for the maintenance, repair and replacement, at such owner's expense, of the unit, including all connections of conduits, ducts, plumbing, wiring, and other facilities for utilities services contained within the unit, and such maintenance, repair and replacement shall be done without disturbing the rights of other owners.

4. LIMITED COMMON ELEMENTS.

Certain units have limited common elements assigned to and reserved for the exclusive use of one or more units. Limited common elements assigned to such units are reflected on the floor plans. Each limited common element is reserved and restricted to the individual unit or units designated. The limited common elements hereby assigned shall not be reassigned, and no other limited common elements shall be assigned. Limited common area shall include the fenced patio area extending approximately sixteen (16) feet immediately to the rear of each unit, and such areas as planting areas, and storage areas, parking spaces assigned to the respective units.

5. UNDIVIDED INTEREST IN COMMON ELEMENTS.

Pursuant to Section 15 of the Act and in accordance with the allocations shown in Exhibit "E" of the Original Declaration, as amended by that certain amendment dated March 1, 1976 recorded in Deed Book 3469, Page 263 et. seq., DeKalb County, Georgia Records, each unit is hereby allocated a 1.0989 undivided interest in the common elements except for 4404 Chowning Way which is allocated a 1.090 undivided interest in the common elements. The common elements shall include all portions of the property not within the boundaries of a unit.

6. ALLOCATION OF VOTES.

Pursuant to section 16 of the Act, each unit is assigned one vote; the total vote of the Association, as is more

attorney's fees may be collected as provided for the collection of unpaid assessments. These rights shall be exercised as provided in the By-Laws. The Association shall have, and the Board of Directors may make reasonable rules and regulations to enforce, a reasonable right of entry to units for emergency, security and safety. Such right may be exercised by the Association's directors, officers, agents and employees, manager, and all policemen, firemen, ambulance personnel and all similar emergency personnel in the proper performance of their respective duties.

11. LEASES.

Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations adopted pursuant thereto. The lease of any unit or residence shall be in writing and shall provide that the violation of any provision of the Declaration, the By-Laws or the rules and regulations adopted hereunder shall constitute a default under the terms of this lease. No owner or occupant shall lease or rent less than the entire unit nor shall any owner or occupant lease or rent a unit for less than one year.

12. NOTICE OF PROPOSED SALE OR LEASE.

Any owner intending to sell or lease his unit shall give notice in writing to the Board of Directors of such intention, stating the name and address of the intended purchaser or lessee, the terms of the proposed transaction and

particularly provided in the By-Laws, shall equal the total number of units in the condominium, and all units' votes are equal.

7. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Pursuant to Section 17 of the Act, each unit is hereby allocated an equal liability for common expenses.

8. AMENDMENT.

This Declaration may be amended by the affirmative vote or written consent of the members of the Association holding seventy-five (75%) percent of the vote thereof. Notice of any meeting in which a proposed amendment may be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall be effective until filed with the Clerk, Superior Court of DeKalb County, Georgia.

9. PREPARER.

This Declaration was prepared by James J. Scavo of Hyatt & Rhoads, 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

10. ASSESSMENTS AND COMPLIANCE.

The Association shall have the right to make and to enforce rules including the right to impose fines and to suspend use privileges as permitted by Section 13 of the Act. The Association shall also have all assessment and lien rights including the power to impose and assess late charges, costs and attorney's fees. Such fines, late charges, costs, and

such other information as the Board may reasonably require. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the unit sold or leased, pursuant to Section 41 of the Georgia Condominium Act.

IN WITNESS WHEREOF, the undersigned signifies that this Amendment was duly adopted this 22 day of December, 1977.

THE WREN'S CROSS OF ATLANTA
CONDOMINIUM ASSOCIATION, INC.

BY: Gregory Held
President

ATTEST: Maurice J. Stephens
Secretary

Signed, sealed and delivered
in the presence of:

James Weaver
WITNESS

Richard P. Voss
NOTARY PUBLIC



Notary Public, Georgia, State at Large
My Commission Expires Aug. 24, 1980

FILED & RECORDED
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STATE OF GEORGIA
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Ch. William Farthing
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