

Return To:
Lazega & Johanson, LLC
P.O. Box 250800
Atlanta, Georgia 30325
Attn: Kathleen S. Parrott

[Space Above Reserved for Recording Data]

STATE OF GEORGIA
COUNTY OF DEKALB

Cross Reference: Deed Book 18402
Page 794

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR SUTHERLAND PLACE LOFTS, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Sutherland Place Lofts, a Condominium was recorded on February 9, 2006 in Deed Book 18402, Page 794, *et seq.*, DeKalb County, Georgia records ("Declaration"); and

WHEREAS, Paragraph 22 of the Declaration provides for amendment to the Declaration by the affirmative vote, written consent, or any combination of affirmative vote and written consent of members holding at least two-thirds (2/3) of the total eligible Association vote of the Sutherland Place Lofts Condominium Association, Inc. ("Association"); and

WHEREAS, members holding at least two-thirds (2/3) of the total eligible Association vote have approved this Amendment; and

WHEREAS, there are no Eligible Mortgage Holders whose consent to this Amendment would be required and this Amendment further is not material with respect to Eligible Mortgage Holders in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, if a court of competent jurisdiction determines that any provision of this Amendment does so with respect to a particular Eligible Mortgage Holder whose consent is required under the Declaration, then such provision of this Amendment shall not apply to the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the relevant provision of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder.

NOW, THEREFORE, the Declaration is amended as follows:

1.

Paragraph 15, Section (b) of the Declaration is hereby amended by deleting the phrase "twenty-five percent (25%)" from the first, third, and fourth sentences thereof and substituting the phrase "fifteen percent (15%)" therefor.

2.

Paragraph 15, Section (d) of the Declaration is hereby amended by adding the following new Subsection (iv) thereto:

(iv) Tenant Screening. Any Owner who is seeking to lease his or her Unit must engage a professional third-party service ("Tenant Screening Service" or "Service"), prior to entering into a lease agreement, to obtain the information required below for each adult Occupant who will occupy the Unit pursuant to the lease. Prior to such occupancy, the Owner must complete and provide the Association with confirmation of the Tenant Screening. The Tenant Screening Service must, at a minimum, take the following steps:

- (a) Provide a consumer credit report on the prospective Occupant(s);
- (b) Provide a nationwide criminal background check on the prospective Occupant(s);
- (c) Provide a review of the Georgia Sexual Offender Registry; and
- (d) Report such information as is disclosed by its investigation to the Owner.

If the Tenant Screening report does not include a review of the Georgia Sexual Offender Registry, the Owner will separately verify this information and confirm such verification with the screening report provided to the Board. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address, and telephone number of the Tenant Screening Service and the information identified above concerning the prospective tenant(s).

3.

Paragraph 19, Section (c) of the Declaration is hereby deleted in its entirety and the following new Section (c) is substituted therefor:

(c) Security & Safety. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security, safety, or health in the Condominium. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider or guarantor of safety, health, or security. The Association has no duty to provide security in the Condominium or to provide any measures that may prevent the spread of any communicable disease or other health risk. Furthermore, the Association does not guarantee that Owners, Occupants, and other people will not commit criminal acts in the Condominium or that unauthorized people will not gain access to the Condominium. Similarly, the Association does not guarantee that Owners, Occupants, and others will not be exposed to any health risk or communicable disease in the Condominium, whether known or unknown by the Association, or that such parties will expose other parties to any and all health risks. It shall be the responsibility of each Owner to protect his or her person, health, and property, and all responsibility to provide such security, including the protection of ones' health from any exposure to any health risk, known or unknown, shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to provide measures intended to reduce the spread of or exposure to any disease, known or unknown, or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the undersigned officers of Sutherland Place Lofts Condominium Association, Inc. hereby certify that the above Amendments to the Declaration were duly adopted by members holding at least two-thirds (2/3) of the total eligible Association vote, with any required notice duly given.

This 28 day of February, 2022,

Sworn to and subscribed before me this
28 day of February, 2022

**SUTHERLAND PLACE LOFTS
CONDOMINIUM ASSOCIATION, INC.**

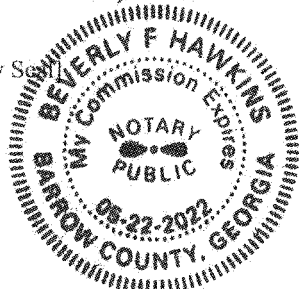
Becky Schautzer
Witness

By: Cynthia R. Gatten (Seal)
President

Beverly F. Hawkins
Notary Public

Attest: Gerard N. J. (Seal)
Secretary

[Notary Seal]



[Corporate Seal]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
ATTN: Jane C. Kotake, Esq.

Reference: Deed Book 18402
Page 793

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR SUTHERLAND PLACE LOFTS, A CONDOMINIUM**

This AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SUTHERLAND PLACE LOFTS, A CONDOMINIUM is made on the date set forth below by John Willis Homes, Inc., a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on February 9, 2006 that certain Declaration of Condominium for Sutherland Place Lofts, a Condominium dated February 7, 2006 was recorded in Deed Book 18402 Page 793, *et seq.*, DeKalb County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, a plat of survey related to the Sutherland Place Lofts, a Condominium ("Condominium") prepared by Frontline Surveying & Mapping, Inc. was filed in Condominium Plat Book 1163, Page(s) 4, DeKalb County, Georgia Records;

WHEREAS, floor plans relating to the Condominium prepared by Rowhouse Architects, Inc. were filed in Condominium Plat Book 1163, Page(s) 5-16, of the DeKalb County, Georgia Records;

WHEREAS, Declarant desires to subject to the provisions of the Declaration a portion of the real property described on Exhibit "C" to the Declaration and attached hereto as Exhibit "A" and incorporated by this reference ("Additional Property");

WHEREAS, a plat of survey showing the Additional Property being submitted to the Condominium, as well as the originally submitted property, prepared by Frontline Surveying & Mapping, Inc. is being simultaneously recorded herewith in Condominium Plat Book 1163,

Page 4, DeKalb County, Georgia records;

WHEREAS, the floor plans of the units located on the Additional Property being submitted to the Condominium, prepared by Rowhouse Architects, Inc. are being simultaneously recorded herewith in Condominium Plat Book 163, Page(s) 5-14, DeKalb County, Georgia records; and

NOW, THEREFORE, subject to the provisions of O.C.G.A. Section 44-3-89 and Paragraph 25 of the Declaration, and in accordance with those provisions, Declarant hereby amends the Declaration as follows:

1.

The Additional Property is subject to the form of ownership set forth in the Georgia Condominium Act and to the provisions of the Declaration. The Additional Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title of the Additional Property and shall be binding upon all persons or entities having any right, title, or interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall be for the benefit of all owners of property subject to the Declaration.

2.

The first paragraph of Paragraph 4 of the Declaration is deleted in its entirety and the following is substituted therefor:

The Condominium will be divided into thirty-two (32) separate Units, Common Elements and Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure, which lies within the following boundaries:

3.

Declarant hereby reassigns the undivided percentage interest in the common elements and liabilities for common expenses among all thirty-two (32) Units by deleting Exhibit "B" to the Declaration in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by this reference.

4.

Declarant hereby assigns parking spaces to the Units on the Additional Property by deleting Exhibit "D" to the Declaration and replacing it with Exhibit "D" attached hereto and incorporated by this reference.

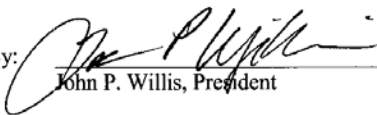
5.

Except as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the duly appointed representative of Declarant has executed this First Amendment to the Declaration of Condominium for Sutherland Place Lofts, a Condominium this 7th day of February, 2006.

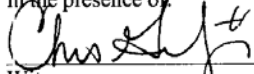
DECLARANT:

JOHN WILLIS HOMES, INC.,
a Georgia corporation

By: 
John P. Willis, President

[CORPORATE SEAL]

Signed, sealed, and delivered
this 7th day of February, 2006
in the presence of


Witness



Notary Public
[NOTARY SEAL]



EXHIBIT "A"**Description Of Submitted Property**

ALL THAT TRACT or parcel of land lying and being in Land Lot 211 of the 15th District, DeKalb County, Georgia and being more particularly described as follows:

COMMENCING at a point at the centerline intersection of the right-of-way of Sutherland Place (having a 32-foot, private right-of-way) and a traverse line numbered L132 of the right-of-way of Gordon Manor (having a variable, private right-of-way) on a Final Subdivision plat of Sutherland Place by FRONTLINE SURVEYING & MAPPING, INC., dated 04 April 2002, and proceeding along said traverse line NORTH 72 DEGREES 27 MINUTES 52 SECONDS EAST a distance of 25.23 feet; THENCE departing said traverse line and proceeding along a tie line numbered L133, NORTH 17 DEGREES 32 MINUTES 08 SECONDS WEST a distance of 25.50 feet to a point on the Northwesterly right-of-way of said Gordon Manor, said point being THE TRUE POINT OF BEGINNING; THENCE proceeding NORTH 17 DEGREES 32 MINUTES 00 SECONDS WEST a distance of 95.50 feet to a point on the Southeasterly right-of-way of Kirkpatrick Way (having a variable, private right-of-way); THENCE proceeding NORTH 72 DEGREES 27 MINUTES 52 SECONDS EAST a distance of 121.00 feet to a point; THENCE departing said right-of-way and proceeding SOUTH 17 DEGREES 32 MINUTES 02 SECONDS EAST a distance of 95.50 feet to a point on the aforesaid right-of-way of Gordon Manor; THENCE proceeding along said right-of-way SOUTH 72 DEGREES 27 MINUTES 52 SECONDS WEST a distance of 121.00 feet to a point and TRUE POINT OF BEGINNING.

Said parcel contains 11,556 square feet or 0.27 acres and being shown as a portion of Block 4 of Sutherland Place subdivision.

EXHIBIT "B"**Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses**

Unit Number	Unit Type	Ownership Percentage
101	A1	2.770%
102	A2	2.607%
103	A3	2.564%
104	A4	2.680%
105	A2	2.607%
106	A3	2.564%
107	B	3.472%
108	C1	2.938%
109	A1	2.770%
110	A2	2.607%
111	A3	2.564%
112	A4	2.680%
113	A2	2.607%
114	A3	2.564%
115	B	3.472%
116	C2	2.836%
201	D1	3.814%
202	D2	3.661%
203	D3	3.593%
204	D4	3.719%
205	D2	3.661%
206	D3	3.593%
207	E	3.263%
208	F1	2.792%
209	D1	3.814%
210	D2	3.661%
211	D3	3.593%
212	D4	3.719%
213	D2	3.661%
214	D3	3.593%
215	E	3.263%
216	F2	2.298%
	TOTAL	100.000%

EXHIBIT "C"

Description Of Additional Property

[INTENTIONALLY OMITTED]

EXHIBIT "D"

PARKING SPACE ASSIGNMENTS

Unit Number	Parking Space(s) Assigned
101	38
102	37
103	36
104	39
105	40
106	41
107	23
108	42
109	6
110	7
111	8
112	4
113	3
114	2
115	20
116	1
201	25
202	26
203	29
204	24
205	27
206	28
207	30
208	31
209	19
210	16
211	14
212	18
213	17
214	15
215	13
216	5