

GEORGIA, FULTON COUNTY
FILED AND RECORDED

99 DEC 22 PM 2:35

JUANITA HICKS
CLERK OF SUPERIOR COURT.

Return after recording to:
Michael J. Zenner, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Reference: Deed Book 260513, Page 274

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR CHESHIRE PLACE CONDOMINIUM**

This First Amendment to Declaration of Condominium for Cheshire Place Condominium (the "Amendment") is made on this 23rd day of September, 1999 by Cheshire Place, LLC, a Georgia limited liability company (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused that certain Declaration of Condominium for Cheshire Place Condominium (the "Declaration") to be recorded on January 15, 1999 at Deed Book 26051, Page 274, Fulton County, Georgia records, thereby submitting the property described in Exhibit "A" attached thereto to the terms of the Declaration and to the terms of the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et. seq.* (the "Act");

WHEREAS, the Condominium Plat for the Cheshire Place Condominium is recorded in Plat Book 11, Page 46, Fulton County, Georgia records;

WHEREAS, Floor Plans for the Cheshire Place Condominium are filed in Condominium Floor Plans Cabinet 2, Folder 362, Fulton County, Georgia records;

WHEREAS, Cheshire Place Condominium Association, Inc. a Georgia nonprofit corporation, is the "Association," as said term is used and defined in the Declaration;

WHEREAS, pursuant to Article III, Section 2 of the Bylaws of the Association (the "Bylaws") attached to the Declaration as Exhibit "D", the Declarant has the authority to appoint and remove officers and directors of the Association until the earlier of (i) seven (7) years from

CROSS REFERENCE

BK28215 PAGE 295

the recording date of the Declaration; (ii) unless the Declarant has an unexpired option to submit Additional Property, the date as of which Units to which four-fifths (4/5) of the undivided interests in the common elements pertain shall have been conveyed by Declarant to Unit Owners other than a person constituting the Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove officers and directors by an express amendment to the Declaration executed by the Declarant; and

WHEREAS, Declarant desires to record this Amendment for the purpose of surrendering its authority to appoint and remove officers and directors of the Association as provided in Article III, Section 2 of the Bylaws.

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

1. Pursuant to Article III, Section 2 of the Bylaws, the Declarant hereby surrenders its authority to appoint and remove officers and directors of the Association, effective September 23, 1999:

2. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

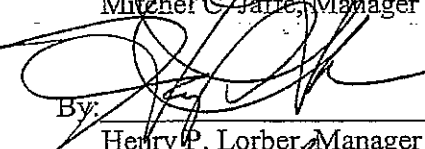
3. Except as amended hereby, the Declaration, as previously amended, shall remain in full force and effect.

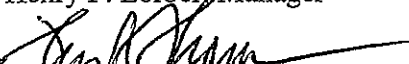
IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment under seal on the date and year first above written.

CHESHIRE PLACE, LLC, a
Georgia limited liability company

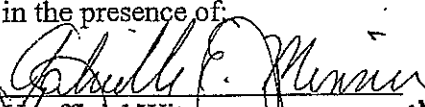
By:  [Seal]
Scott E. Dunn, Manager

By:  [Seal]
Mitchel C. Jaffe, Manager

By:  [Seal]
Henry P. Lorber, Manager

By:  [Seal]
Thomas B. Thoman, Manager

Signed, sealed and delivered
in the presence of:

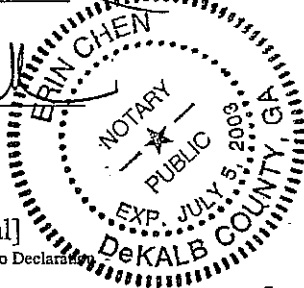

Erin Chen, Notary Public

Notary Public

My Commission Expires:

[Notary Seal]

Cheshire Place/Document/First Amendment to Declaration



BK 28215 PAGE 296

Deed Book 29503 Pg 13
Filed and Recorded Sep-22-2000 12:34pm
2000-0207661
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

CROSS REFERENCE

Return after recording to:
Michael J. Zenner, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Cross Reference: Deed Book 26051
Page 274

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CHESHIRE PLACE CONDOMINIUM

This Amendment to Declaration of Condominium for Cheshire Place Condominium (the "Amendment") is made on this 20th day of September, 2000 by Cheshire Place Condominium Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Declaration.

WITNESSETH:

WHEREAS, Cheshire Place, LLC, a Georgia limited liability company (hereinafter "Declarant") caused that certain Declaration of Condominium for Cheshire Place Condominium to be recorded on January 15, 1999 at Deed Book 26051, Page 274, Fulton County, Georgia records, thereby submitting the property described in Exhibit "A" attached thereto to the terms of the Declaration and to the terms of the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et. seq.* (the "Act");

WHEREAS, said Declaration was amended by that certain First Amendment to Declaration of Condominium for Cheshire Place Condominium recorded on December 22, 1999 at Deed Book 28125, Page 295, Fulton County, Georgia records (said Declaration, as so amended, being hereinafter referred to as the "Declaration");

WHEREAS, the Condominium Plat for the Cheshire Place Condominium is recorded in Plat Book 11, Page 46, Fulton County, Georgia records;

WHEREAS, Floor Plans for the Cheshire Place Condominium are filed in Condominium Floor Plans Cabinet 2, Folder 362, Fulton County, Georgia records;

WHEREAS, Cheshire Place Condominium Association, Inc. a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration;

WHEREAS, pursuant to Section 23 of the Declaration, the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the Members of the Association holding two-thirds (2/3) of the total Association vote; provided, however, that during the time the Declarant has the right to control the Association, any such amendment shall require the written consent of Declarant;

WHEREAS, Declarant's right to control the Association has expired in accordance with Article III, Section 2 of the Bylaws of Cheshire Place Condominium Association, Inc.;

WHEREAS, the Association desires to record this Amendment for purposes of deleting Section 20(c) of the Declaration, which prohibits the Association from instituting or providing financial assistance for any legal or administrative action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Unit or the Common Elements or any damage sustained by any Unit Owner by reason thereof; and

WHEREAS, the following Amendment has been approved by the required majority of the Members of the Association as evidenced by the Certification of Approval attached hereto as Exhibit "A".

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

1. Section 20(c) on page 28 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

(c) This section is intentionally left blank.

2. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

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

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the Association hereby executes this Amendment under seal on the date and year first above written.

**CHESHIRE PLACE CONDOMINIUM
ASSOCIATION, INC., a Georgia
nonprofit corporation**

Signed, sealed and delivered
in the presence of:

By: [Signature]
4-20/00, President

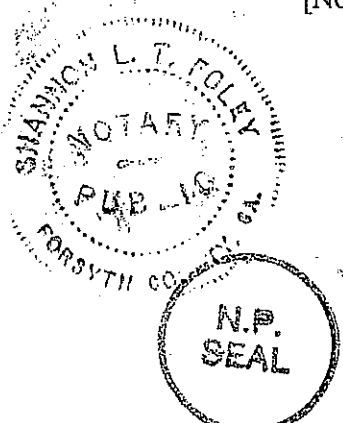
[Signature]
Unofficial Witness

Attest: [Signature]
9/20/00, President

[Signature]
Notary Public

Secretary [Signature]

My Commission Expires:
[Notary Seal]



Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 17, 2004

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Cheshire Place Condominium Association, Inc. hereby swear under oath that the above Amendment to the Declaration was duly adopted by the agreement of the required majority of the Unit Owners and that any notices required under the Georgia Condominium Act were properly given.

Sworn to and subscribed
before me this 20 day of September, 2000

[Signature]
9-20-00, President

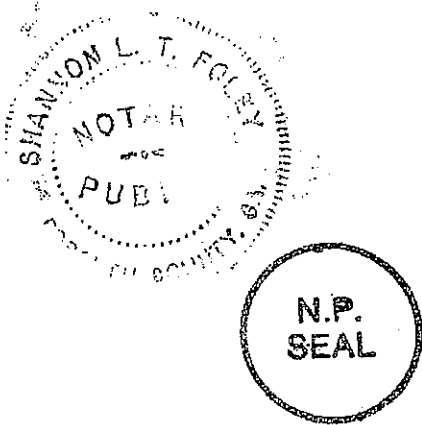
[Signature: Shannon L.T. Foley]
Notary Public

[Signature]
9/20/00, Secretary *skt*
fad

Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 17, 2004

My Commission Expires: _____

[Notary Seal]



Book 29929 Pg 21
Filed and Recorded Feb-02-2001 07:37am
2001-0021619
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return after recording to:
Michael J. Zenner, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Cross Reference: Deed Book 26051
Page 274

CROSS REFERENCE

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CHESHIRE PLACE CONDOMINIUM

This Third Amendment to Declaration of Condominium for Cheshire Place Condominium (the "Amendment") is made on this 26th day of January, 2001 by Cheshire Place Condominium Association, Inc. (hereinafter, the "Association"), with the assent of Unit Owners holding at least two-thirds (2/3) of the total vote of the Association in accordance with the terms of the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et seq.* (the "Act") and in accordance with the terms of the Declaration of Condominium for Cheshire Place Condominium.

WITNESSETH:

WHEREAS, Cheshire Place Condominium (hereinafter, the "Condominium") is a residential condominium established pursuant to the Act and in accordance with the terms of that certain Declaration of Condominium for Cheshire Place Condominium (hereinafter, the "Declaration"), recorded on January 15, 1999 at Deed Book 26051, Page 274, Fulton County, Georgia records; as amended by that certain First Amendment to Declaration of Condominium for Cheshire Place Condominium, recorded December 22, 1999 at Deed Book 28215, Page 295, Fulton County, Georgia records; and as further amended by that certain Second Amendment to Declaration of Condominium for Cheshire Place Condominium, recorded September 22, 2000 at Deed Book 29503, Page 13, Fulton County, Georgia records (said Declaration, as so amended, being hereinafter referred to as the "Declaration");

WHEREAS, the Condominium Plat for the Cheshire Place Condominium is recorded in Plat Book 11, Page 46, Fulton County, Georgia records;

WHEREAS, Floor Plans for the Cheshire Place Condominium are filed in Condominium Floor Plans Cabinet 2, Folder 362, Fulton County, Georgia records;

WHEREAS, Cheshire Place Condominium Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used in and defined in the Declaration;

WHEREAS, pursuant to Section 23 of the Declaration, said Declaration may be amended at any time and from time to time by the affirmative vote, written consent or any combination of affirmative vote and written consent of the Members of the Association holding at least two-thirds (2/3) of the total vote of the Association; provided, however, during the time the Declarant has the right to control the Association, any such Amendment shall require the written consent of the Declarant;

WHEREAS, the Declarant's right to control the Association has expired in accordance with Article III, Section 2 of the Bylaws of the Association;

WHEREAS, the following Amendment has been approved by the required majority of the Members of the Association as evidenced by the Certification of Approval attached hereto as Exhibit "A"; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage affecting any of the Units in the Condominium.

NOW, THEREFORE, the Declaration of Condominium for Cheshire Place Condominium is hereby amended as follows:

1. Section 15(b) on page 21 of the Declaration is amended by deleting said section in its entirety and substituting therefor the following:

(b) General. No Owner of a Unit who has occupied the Unit for less than one (1) year may lease the Unit without prior written approval by the Board. No Owner of a Unit may lease his or her Unit if twenty percent (20%) or more of the Units in the Condominium are in leasing status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Unit restricted from leasing by this subparagraph may apply in writing to the Board for permission to lease in accordance with rules and regulations promulgated by the Board. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for leasing status. At such times as less than twenty percent (20%) of the Units are in leasing status, the Board shall notify the Owner of the Unit at the top of the waiting list and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically be restricted from leasing.

2. Those Unit Owners who obtained title to their Unit by written instrument recorded prior to the recording date of this Amendment and who, on the recording date of this

Amendment were leasing their Units and who, prior to such date, provided the Board of Directors with a copy of the lease, may continue to lease their Units in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment; provided, however, (i) at such time as any such Unit is no longer being leased and the Unit Owner occupies the Unit, said Unit and Unit Owner shall, from and after such date, be subject to the provisions of this Amendment; and (ii) upon the sale, transfer or conveyance of the Unit, any purchaser, transferee or any other grantee thereof shall be subject to the provisions of this Amendment. All Unit Owners who were not leasing their Units on the recording date of this Amendment shall be subject to the provisions of this Amendment in its entirety. This Amendment shall not apply to any leasing transaction entered into by the Declarant or by the holder of any Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

3. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

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

IN WITNESS WHEREOF, the Association hereby executes this Amendment under seal on the date and year first above written.

CHESHIRE PLACE CONDOMINIUM ASSOCIATION, INC., a Georgia nonprofit corporation

By: *Roby L Klivo*
Roby L Klivo, President

Attest: *Terry Davis*
Terry Davis, Secretary

Signed, sealed and delivered in the presence of:

R. Andrew A. Wade
Unofficial Witness

Shannon K. Foley
Notary Public

My Commission Expires: [Notary Seal]

My Commission Expires Feb. 17, 2004



EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Cheshire Place Condominium Association, Inc. hereby swear under oath that the above Amendment to the Declaration was duly adopted by the agreement of the required majority of the Unit Owners and that any notices required under the Georgia Condominium Act were properly given.

Sworn to and subscribed
before me this 16 day of January 2000

Robby L. Kline
Robby L. Kline, President

Shannon S. Foley
Notary Public

Terry Davis
Terry Davis, Secretary

Notary Public, Fourth County, Georgia
My Commission Expires Feb. 17, 2004

My Commission Expires: _____

[Notary Seal]



EXHIBIT "A"

CHESHIRE PLACE LEASING REGULATIONS

Effective Date: _____

1. **Definition of Leasing.** "Leasing" is defined in the Declaration of Condominium for Cheshire Place Condominium (the "Declaration") as regular exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of the leasing restrictions contained herein and in the Declaration, occupancy of a Unit by a parent, child, spouse, or other immediate family member (as defined in paragraph 11) of an Owner shall not be considered leasing.

Such relationship to the Owner shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board. Occupancy of a Unit by a roommate or Guest (as defined below) of any of the above who also occupies the Unit as his or her primary residence shall not be considered leasing. A Unit may be considered to be leased even if no rent or other monetary consideration is paid to the Owner. For example, if someone stays or resides in a Unit that is not also occupied by the Owner (or by the parent, child, spouse, or other immediate family member of the Owner) as his or her primary residence, the Owner receives a benefit, including, without limitation, the benefit of having someone at the property to identify maintenance and repair issues as soon as they arise and to deter break-ins, vandalism and other mischief activities. Therefore, such an arrangement is considered to be leasing under the Declaration. Lease-purchase agreements and leases with an option to purchase are also considered to be leases, unless otherwise permitted by the Board of Directors. Leases and/or short-term occupancy arrangements through Airbnb, HomeAway.com, VRBO, and other similar providers are also considered to be leases hereunder.

2. **Definition of Guest.** For purposes of the leasing restrictions contained herein and in the Declaration, a "Guest" shall mean anyone who stays or resides in the Unit with the Owner (or with the parent, child, spouse, or other immediate family member of the Owner) for 30 days or less in a given calendar year. A person who stays or resides in the Unit with the Owner (or with the parent, child, spouse, or other immediate family member of the Owner) for more than 30 days in a given calendar year is considered to be a roommate. Any person who stays or resides in a Unit where the Owner (or a parent, child, spouse, or other immediate family member of the Owner) does not also occupy the Unit as his or her principal place of residence, is considered to be a tenant and not a Guest, and is subject to the requirements of Paragraph 15 of the Declaration.

3. **Leasing Approval Requirement.** Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Approval" or a "Hardship Leasing Approval." Such Approval, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the Approval, the Declaration and these Regulations. All Leasing Approvals and Hardship Leasing Approvals are valid only as to a specific Unit Owner and Unit and are not transferable between either Units or Unit Owners (including a subsequent Owner of a Unit where an approval was issued to the Owner's predecessor in title).

4. **Initial Occupancy Requirement.** No Owner of a Unit who has occupied the Unit for less than one (1) year may lease the Unit.

5. **Leasing Approval.** Any Owner who desires Leasing Approval must submit a written Application for Leasing Approval to the Board in the form prescribed by the Board, together with a copy of the proposed form of the lease. An Owner's request for Leasing Approval will be granted if the granting of such Leasing Approval would not bring the number of Leasing Approvals issued at the Condominium to more than twenty percent (20%) of the total number of Units in the Condominium. A Leasing Approval is automatically revoked upon the happening of any of the following events: (i) the sale or other conveyance of the Unit in a bona fide, arm's length transaction; (ii) the failure of the Unit Owner to lease the Unit in a bona fide, arm's length transaction within ninety (90) days of the date Leasing Approval was granted for such Unit (iii) the Unit is not leased at any time for ninety (90) consecutive days, or (iv) the Owner moves back into the Unit. If the granting of a Leasing Approval to an Owner requesting the same would bring the number of Leasing Approvals issued at the Condominium to more than twenty percent (20%) of the total number of Units in the Condominium, then no additional Leasing Approvals will be granted, except for Hardship Leasing Approvals granted pursuant to the provisions of the Declaration and hereinbelow, until the number of outstanding Leasing Approvals falls below the aforementioned threshold. Any Unit Owner who has been denied Leasing Approval for the foregoing reason will be automatically placed on a waiting list for a Leasing Approval and will be issued the same if he or she desires when the number of Leasing Approvals issued and outstanding falls below the aforementioned threshold. The issuance of a Hardship Leasing Approval to an Owner will not cause the Owner to be removed from the waiting list for a Leasing Approval.

6. **Hardship Leasing Approval.** Pursuant to Paragraph 15(c) of the Declaration, and notwithstanding the limitation set forth above, the Board of Directors, in its sole discretion, has the authority to grant Hardship Leasing Approvals if such leasing is necessary to avoid undue hardship upon the Unit Owner. Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written request for Hardship Leasing Approval to the Board at least fifteen (15) days in advance of the proposed commencement of such lease term, setting forth the circumstances necessitating the leasing, the name of the proposed lessee, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall only be permitted upon the Board's written approval of the Owner's application and there shall be no occupancy by any lessee until such Approval by the Board is granted. In the event the Board grants an Owner a Hardship Leasing Approval, such leasing shall be limited to the period of time specified by the Board in the Hardship Leasing Approval and such Owner shall immediately discontinue the leasing of his or her Unit at the end of such period of time. Hardship Leasing Approvals shall be automatically revoked if during the term of the Approval, the Unit Owner is issued a Leasing Approval.

7. **General Leasing Restrictions.** Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and rules and regulations of the Association and that any failure by the lessee (or other Occupant) to comply with the terms of such documents shall be in default under the lease. All leases shall be required to be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. All leases shall be for an initial term of at least one (1) year, except with written Board approval. No lease shall be for less than the entire Unit. The Association shall have the right to limit the number of persons occupying a leased Unit. No Unit may be subleased and no lease shall be assigned without the prior written consent of the Board of Directors.

8. **Duty to Provide Copy of Executed Lease.** Within ten (10) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the executed lease and the names of all persons occupying the Unit.

9. **Occupancy of Entity Owned Units.** If an Owner of a Unit is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an "Entity Owner"), the Entity Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. An Entity Owner may not change the designated Person(s) to occupy the Unit more frequently than once every six (6) months, without the express written consent of the Board as determined in the Board's sole discretion.

At least ten (10) days prior to the initial occupancy or any change in occupancy of a Unit owned by an Entity Owner, the Entity Owner shall provide the Board with the name, address, telephone number, and email address of the proposed designated Occupant. Additionally, an Entity Owner shall also provide the following:

Designated Occupant as Tenant – If the Entity Owner has obtained valid written Leasing Approval from the Association, and the designated Occupant is a tenant of the Entity Owner, in addition to providing the name, address and telephone number of said designated Occupant, the Entity Owner shall also provide a copy of the proposed lease as provided in Paragraph 15(d)(i) of the Declaration and shall otherwise comply with the provisions of Paragraph 15 and the leasing regulations set forth herein.

Designated Occupant as Owner-Occupant – If the Entity Owner does not have valid written Leasing Approval from the Association, in addition to providing the name, address, telephone number and email address of the designated Occupant, the Entity Owner shall also provide the following documentation sufficient to establish that the Occupant should be treated as an Owner-Occupant and not a tenant ("Supporting Entity Documentation"):

(i) If the Entity Owner is a corporation, limited liability company ("LLC") or partnership, documentation showing that the designated Occupant is a significant shareholder, LLC member, manager, officer, director, employee, or partner of the Entity Owner; together with documentation or information showing that such relationship is a bona fide preexisting relationship unrelated to the designated Occupant's occupancy of the Unit;

(ii) If the Entity Owner is a trust, documentation reasonably satisfactory to the Board that the designated Occupant is a trustee or beneficiary of the trust together with proof that such relationship is a bona fide preexisting relationship unrelated to the designated Occupant's occupancy of the Unit; and

(iii) As appropriate, articles of incorporation, articles of organization, bylaws, shareholders agreement, operating agreement, or trust instrument pertinent to the Entity Owner.

Failure to provide the required Supporting Entity Documentation shall be sufficient grounds for the Board to prohibit occupancy of the Unit by the designated Occupant as an Owner-Occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Unit by a person designated for occupancy by the Entity Owner if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in Paragraph 15 of the Declaration. In any such case,

the Board may seek to enforce the leasing restrictions against the Entity Owner. Factors that may be considered by the Board in making such a determination and choosing whether or not to enforce the leasing restrictions against an Entity Owner include, without limitation, the following:

- (i) whether the Unit has been marketed or advertised as a rental Unit;
- (ii) whether a lease or other occupancy agreement has been signed;
- (iii) whether rent or other consideration is being paid by the Occupant(s);
- (iv) when the relationship between the Entity Owner and the “designated Occupant” was created and whether it would exist independent of the “designated Occupant’s” occupancy of the Unit;
- (v) the date on which the Unit was acquired by or transferred to the Entity Owner;
- (vi) if the Entity Owner is of a type usually formed for the purpose of doing business, whether that Entity Owner actually conducts business;
- (vii) whether the Entity Owner owns other residential properties; and
- (viii) whether the Entity Owner was created for estate planning purposes.

Grandfathered Status. Notwithstanding the above, any Entity Owner who (1) is the record Owner of a Unit at the Condominium as of the Effective Date, and (2) within thirty (30) days of the Effective Date, provides the Board with the name, address, telephone number and email address of the current Occupant of the Unit, together with a signed written statement that such Occupant is not a tenant (hereinafter, a Grandfathered Designated Occupant”) will be exempt from submitting to the Association the Supporting Entity Documentation as it pertains to the Grandfathered Designated Occupant (“Grandfathered Status”). Grandfathered Status may not be transferred or assigned to another Entity Owner or Unit. Grandfathered Status will remain in effect as long as the Grandfathered Designated Occupant resides in the Unit or until such time as the Entity Owner sells or conveys the Unit, whichever event comes first. Upon termination of Grandfathered Status, the Unit and the Entity Owner shall be subject to the provisions of Paragraph 9 of these Regulations in all respects.

10. **Advertising for Lease.** No Owner or Occupant shall list, market, or advertise a Unit, or any portion thereof, for lease or occupancy, for an initial term of less than one (1) year, without prior written Board approval. Owners or Occupants who list, market, or advertise their Unit, or any portion thereof, for lease or occupancy for an initial term of less than one (1) year without prior written Board approval, shall be subject to a fine as may be determined in the sole discretion of the Board of Directors for each day such listing, marketing, or advertising continues or exists.

11. **Definitions.** Except as otherwise defined herein, capitalized terms, as used in these Regulations, shall have the meanings set forth in the Declaration. For purposes of this document, “Immediate Family Member” is defined as a spouse, parent, child, sibling, grandparent, grandchild, niece, or nephew, including by adoption or marriage.

12. **Enforcement.** If any Owner or Occupant violates the Declaration, the Bylaws, these Leasing Regulations or any other policy, rule or regulation of the Association, the Association shall be entitled to exercise all remedies available under the Declaration, the Bylaws or applicable law, including, without limitation, the imposition of reasonable fines, the suspension of voting and use rights, the exercise of self-help and the filing of a lawsuit to enjoin any violation, recover damages or

both. All costs of enforcement, including any legal fees incurred by the Association, may be assessed against the violating Owner and such Owner's Unit.