

1.

The Declaration is hereby amended so as to delete the current Article 17 (Leasing or Sale of Units) of the Declaration in its entirety and to insert, in lieu thereof, a new Article 17 to read as follows:

17. LEASING OR SALE OF UNITS

(a) Notice Provision. Any Owner who sells or who leases his Unit shall give notice in writing to the Board of Directors of such sale or of such lease stating the name, address and telephone number of the purchaser or lessee, the term of the lease, and such other information as the Board by reasonably require. The Board of Directors shall have 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 44-3-109 of the Act; provided, however, no Rule or Regulation may create a right of first refusal in the Association or any other third party, this paragraph solely creating the obligation of an Owner to give notice of sale or lease. Notice, as required herein, shall be given, in the case of a lease, not later than fifteen (15) days after commencement of the lease and, in the case of a sale, not later than the closing of the sale.

(b) Leasing Provisions. Units may be rented only in their entirety; no fraction or portion may be rented. Any Owner who desires to lease his/her Unit shall apply to the Association for a leasing permit ("Permit") prior to entering into a lease. Leasing shall only be permitted upon written approval of the Owner's application, and there shall be no occupancy by any lessee until such approval is granted. No Owner shall be permitted to lease his Condominium Home during any period in which any dues, assessments or other charges owed to the Association remain unpaid, and, during any period in which any infraction of any provision of this Declaration, the Bylaws or the Rules and Regulations of the Association exists. The failure of the Board to approve or disapprove such written application to allow for leasing within twenty-one (21) days from the date of its submission shall automatically deem such application approved by the Board. Any lease which is not authorized pursuant to the terms of this Article shall be void. Owner shall provide the name and contact information for the lessee to the Board. A maximum of five (5) Units shall be leased in the Condominium at any one time. All leases and lessees are subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association. 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, the Bylaws and the Rules and Regulations and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and shall be in compliance with such Rules and Regulations as may be adopted by the Board of Directors. With the exception of a lender or Mortgage in possession of a Condominium Unit following a default in a First Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, all leases must be for a term of no less than twelve (12) months unless otherwise agreed to in writing by the Board. The Unit Owner shall make available to the tenant copies of the Declaration, Bylaws and Rules and Regulations, all of which the tenant, by taking occupancy of a Unit, agrees to be bound by. It should be noted

that in the event one party owns multiple Units in the Condominium, said party shall only be allowed to lease one of the Units owned at any one point in time.

(c) Exceptions to Leasing Provisions. Any of the foregoing provisions of this Section 17 notwithstanding, a lease or sublease shall not be subject to the restrictions relating to the term of the lease or the leasing of less than the entire Unit if the lease or sublease is (i) by a joint owner of his or her undivided interest in a Unit to another joint owner of the same Unit, or (ii) by an owner-occupant of a Unit who subleases a portion of the Unit while continuing to personally occupy the remaining portion of the Unit.

(d) Undue Hardship. Notwithstanding the above, the Board of Directors shall be empowered, in the exercise of its sole discretion, to allow reasonable leasing, upon application, to avoid undue hardship upon an Owner. Those Owners who are required to demonstrate and who have demonstrated that the inability to lease their Condominium Home would result in undue hardship and have obtained the requisite approval of the Board may lease their Condominium Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. In the event the Board permits an Owner to lease a Condominium Home for a stated period of time in order to prevent undue hardship, such Owner shall immediately discontinue leasing of his or her Condominium Home at the end of such period of time unless the Board renews or extends permission to lease. A maximum of two hardship permits may be given by the Board and remain outstanding at any one time.

Any Owner who believes that he or she must lease his or her Condominium Home to avoid undue hardship shall submit a written instrument to the Board at least twenty-one (21) 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. However, failure of the Board to approve or disapprove such written application to allow for leasing due to undue hardship within fifteen (15) days from the date of its submission shall automatically deem such application approved by the Board.

2.

Except as modified hereinabove, the Declaration shall remain in full force and effect. This Amendment shall be effective upon its filing for record in the Public Records of Fulton County, Georgia, and it shall be binding upon an inure to the benefit of all Owners of Units in the Condominium and their respective heirs, executors, administrators, legal representatives, successors and assigns.

3.

This Amendment was prepared by Susan S. Stuart, Esq., Moore Ingram Johnson & Steele, LLP, Emerson Overlook, 326 Roswell Street, Marietta, GA 30060.

IN WITNESS WHEREOF, the Association, on behalf of itself and the Owners, has executed this Amendment on the day first above written and certifies that the required majority for this Amendment was lawfully obtained and that any notices were properly give.

THE ORCHARDS OF WINDWARD
CONDOMINIUM ASSOCIATION, INC.*

BARBARA E. DANNER
BY: Barbara E. Danner
TITLE: President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Will C. Coy
WITNESS

Tina L McQueen
NOTARY PUBLIC



*Pursuant to O.C.G.A. §44-3-93 the sworn statement of the President, of any Vice President or the Secretary of the Association in an Amendment executed by the Association stating that the required majority was lawfully obtained and that any notices that are required were properly given is sufficient evidence of the required two-thirds (2/3) agreement. Further information is on file with the Orchards of Windward Board of Directors.