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Return to:
Cobb, Olson & Andrle LLC
500 Sugar Mill Road, Ste. 160B
Atlanta, GA 30350
Attn: Frank R. Olson, Esq.

STATE OF GEORGIA
COUNTY OF COBB

CROSS REFERENCE: Deed Book 1283
Page 201

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR STONEWALL, A CONDOMINIUM**

WHEREAS, Stonewall Associates, a joint venture comprised of Centennial Equities Corporation, a New York corporation, and Stonewall Condominium Corporation, a Georgia corporation, recorded a Declaration of Condominium for Stonewall, a Condominium, on January 19, 1972, in Deed Book 1283, Page 201, *et seq.*, Cobb County, Georgia Records (the "Declaration"); and

WHEREAS, the Declaration has been amended by various amendments, including on September 13, 1977, in Deed Book 1816, Page 270, *et seq.*; on March 22, 1983, in Deed Book 2713, Page 316, *et seq.*; on May 8, 2000, in Deed Book 13261, Page 74 *et seq.*; on November 29, 2016, in Deed Book 15397, Page 696, *et seq.*; and on January 15, 2021, in Deed Book 15853, Page 3371, *et seq.*, Cobb County, Georgia Records; and

WHEREAS, in accordance with Article XIII, Section 2 of the Declaration (as amended

on January 15, 2021, at Deed Book 15853, Page 3371, *et seq.*, Cobb County, Georgia Records), the Declaration may be amended upon the affirmative vote, written consent, or any combination of votes or consents of two-thirds of the total vote of the Association; and

WHEREAS, this Amendment does not materially affect any rights of any existing mortgage holders and consequently the written consent of any existing mortgage holders is not required;

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

1.

Article VI of the Declaration is hereby amended to add a Section 11 thereto, to read as follows:

Section 11. Initiation Fee. In addition to the other assessments authorized by this Declaration, the Association shall levy and collect, upon the occurrence of each and every sale, transfer or conveyance of ownership of a Unit, including all resales, an initiation fee, in an amount as determined by the Board, of up to two (2) months of regular monthly assessments. Closing attorneys, purchasers, and others subject to this paragraph shall request a written statement of amounts due from the Board prior to closing. Said initiation fee shall become immediately due and payable to the Association by the purchaser at the closing of each Unit. The initiation fee shall not be deemed an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee, if not paid at closing by the purchaser, shall be collectible in the manner set forth in this Declaration, and both purchaser and seller shall thereafter be jointly and severally personally liable for same and same shall also constitute an automatic statutory lien against the Unit as provided for in the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et seq.* This initiation fee shall not apply to any Owner who becomes the Owner of a Lot through foreclosure pursuant to the satisfaction of indebtedness secured by any first mortgage on the Property.

2.

Except as amended herein, the remaining terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Stonewall Condominium Association, Inc. hereby certify that the above Amendment was duly adopted by the required majority of the Association and its membership pursuant to Article XIII, Section 2 of the Declaration, as amended, with all required notices first being duly given.

This 14th day of January, 2023

STONEWALL CONDOMINIUM
ASSOCIATION, INC.

By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Secretary



[Signature]

Unofficial Witness

Sworn to and subscribed
before me this 14 day of
January, 2023.

[Signature]

Notary Public
My Commission Expires: 9/29/24

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