
[SPACE ABOVE RESERVED FOR RECORDING DATA]

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
 Deed Book 1816
 Page 270
 Deed Book 2713
 Page 376
 Deed Book 13261
 Page 74
 Deed Book 15397
 Page 696
 Deed Book 15853
 Page 3371
 Deed Book 16110
 Page 2168

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") with accompanying Bylaws ("Bylaws") to govern the nonprofit

corporation known as Stonewall Condominium Association, Inc. (“Association”); and

WHEREAS, the Declaration and Bylaws have been amended by various amendments thereto, including on September 13, 1977, recorded in Deed Book 1816, Page 270, *et seq.*; on March 22, 1983, recorded in Deed Book 2713, Page 316, *et seq.*; on May 8, 2000, recorded in Deed Book 13261, Page 74 *et seq.*; on November 29, 2016, recorded in Deed Book 15397, Page 696, *et seq.*; on January 15, 2021, recorded in Deed Book 15853, Page 3371, *et seq.*; and on January 16, 2023, recorded in Deed Book 16110, Page 2168, *et seq.*, Cobb County, Georgia Records; and

WHEREAS, the Georgia Condominium Act (“Act”) provides in relevant part at Section 44-3-115 thereof (as does Section 38(c) of the original 1975 Georgia Condominium Act) that any defects in the Declaration or any want of conformity with the Act or other law may be cured by an amendment thereto duly executed by the Association and recorded without the apparent necessity of a vote from the Owners; and

WHEREAS, Article XIII, Section 2 of the Declaration further provides that “Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener’s errors, comply with any applicable state, city or federal law, including without limitation the Georgia Condominium Act, O.C.G.A. §§ 44-3-70 *et seq.*...;” and

WHEREAS, the Act provides in relevant part at Section 44-3-80(b) thereof (as does Section 17(b) of the original 1975 Georgia Condominium Act) that any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the condominium unit or units, the conduct of any occupant, licensee, or invitee of which occasioned any such

common expenses; and

WHEREAS, the Board of Directors has determined that there are defects and inconsistencies in the Declaration submitting the Association to the Act and a further want of conformity and compliance with these cited provisions of the Act therein, because while individual Unit owners by their conduct are causing the Association to incur common expenses which the Association and its members should not have to bear, and which common expenses the Act as cited above specifically provides can be charged to those Unit owners as specific assessments, the Association's Declaration does not specifically conform to these provisions of the Act and allow such charges, thus necessitating this amendment; 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 to this Amendment is not required;

WHEREAS, the Board of Directors has approved this Amendment by affirmative vote as evidenced by the sworn signatures of the officers of the Association in the certification below;

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

1.

Article VI of the Declaration is hereby amended to add a Section 12 thereto, to read as follows:

Section 12. Specific Assessments. In addition to all other assessments allowed or permitted herein, the Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration, any capital contribution amounts, and

the cost of maintenance performed by the Association for which an Owner is responsible shall be specific assessments. Pursuant to Section 44-3-80(b) of the Act, the Board of Directors may also specifically assess Owners for Association expenses as follows:

- (a) Any expenses of the Association benefiting less than all of the Units shall be specially assessed equitably among all of the Units so benefited, as determined by the Board;
- (b) Any expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be specifically assessed equitably among all Units according to the benefit received;
- (c) Any expenses of the Association occasioned by the conduct of less than all of those entitled to occupy all of the Units or by any Occupants, guests, invitees or licensees of any such Unit or Units shall be specially assessed against the Unit or Units, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses; and
- (d) Any common expenses significantly disproportionately benefiting all of the Units shall be assessed equitably among all of the Units in the development as determined by the Board.

Pursuant to Section 44-3-80(d)(1) of the Act, no Unit owner other than the Association shall be exempted from any liability for any assessment under this Code section or under any instrument for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her lot or any part of the common elements.

2.

Except as herein amended, 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 an affirmative vote of its Board of Directors pursuant to Article XIII, Section 2 of the Declaration.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Connie Taylor
Clerk of Superior Court
Cobb County, Georgia

This 12th day of October, 2025.

**STONEWALL CONDOMINIUM
ASSOCIATION, INC.**

By: Ryan P [SEAL]
Its: Vice President
Ryan Prom

ATTEST:

[Signature]

Unofficial Witness

By: Patrick Hagan [SEAL]
Its: Secretary
Patrick Hagan



Sworn to and subscribed
before me, this 12 day of
October, 2025.

AA

Notary Public

My commission expires: 9/29/28

