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[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to:  
Cobb Olson & Andrie, LLC  
500 Sugar Mill Road  
Suite 160-B  
Atlanta, Georgia 30350  
Attn: Frank R. Olson

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

**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") for Stonewall Condominium Association, Inc. (the "Association"); and

WHEREAS, the Declaration and Bylaws have been amended by the Association by various amendments recorded on September 13, 1977 in Deed Book 1816, Page 270, *et seq.*, Cobb County, Georgia records; March 22, 1983, in Deed Book 2713, Page 316, *et seq.*, Cobb County, Georgia records; May 8, 2000, in Deed Book 13261, Page 74 *et seq.*, Cobb County,

Georgia records; and November 29, 2016, in Deed Book 15397, Page 696 *et seq.*, Cobb County, Georgia records; and

WHEREAS, in accordance with Article XIII, Section 2 of the Declaration, the Declaration may be amended upon the unanimous approval of the amendment by the Board of Directors of the Stonewall Condominium Association, Inc., and by the further approval of seventy-five percent (75%) of the total vote of the Association; and

WHEREAS, the Board of Directors of the Stonewall Condominium Association, Inc. has unanimously approved this Amendment and approval of seventy-five percent (75%) of the total vote of the Association has also been obtained, as evidenced by the signatures of the President and Secretary of the Association in the certification below; 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 I is hereby amended by adding a Section 24 thereto, to read as follows:**

Section 24. “Eligible Mortgage Holder” means those holders of first Mortgages secured by a lien on a Unit in the Condominium who have requested notice of certain items as set forth in this Declaration and who have provided a valid mailing address to the Association at which said notice is to be received.

**2.**

**Article XIII, Section 2 of the Declaration is hereby amended by striking said Section in its entirety and in its place, inserting the following:**

Section 2. Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such

provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of unit owners of units to which two-thirds of the votes in the Association pertain and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the president and secretary of the Association and recorded in the official county records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the Common Elements;
- (D) Insurance or fidelity bonds;
- (E) Rights to use of the Common Elements;
- (F) Responsibility for maintenance and repair of the Condominium;
- (G) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except the submission of the Additional Property to the Condominium as set forth in this Declaration;

- (H) Boundaries of any Unit;
- (I) The interests in the Common Elements or Limited Common Elements;
- (J) Convertibility of Units into Common Elements or of Common Elements into Units;
- (K) Leasing of Units;
- (L) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his, her or its Unit in the Condominium;
- (M) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below;
- (N) Amendment of any provisions that are for the express benefit of Eligible Mortgage holders or insurers or guarantors of first mortgages on Units in the Condominium; and
- (O) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments.

Notwithstanding the foregoing, 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/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the U.S. Department of Housing and Urban Development ("HUD") and the Department of Veterans Affairs ("VA") pursuant to federal law. Furthermore, the Board of Directors, without the necessity of a vote from the Owners, may record additional Plats and Floor Plans in the Official Records from time to time, as necessary or appropriate to further clarify the description of the Units, to correct incorrect Plats and Floor Plans, or to comply with the Act.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the

effective date of such amendment. No action to challenge such amendment may be brought after such time.

3.

**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 and the unanimous vote of its Board of Directors pursuant to Article XIII, Section 2 of the Declaration.

This 9th day of January, 2021.

STONEWALL CONDOMINIUM ASSOCIATION, INC.

By: Christine Nelson [SEAL]  
President Christine Nelson

Attest: Casidy Cnossen [SEAL]  
Secretary Casidy Cnossen

Patty M. Kipp  
Unofficial Witness Patty M. Kipp

Sworn to and subscribed before me, this 9 day of Jan., 2021.

[Signature]  
Notary Public  
My commission expires: 9-29-22

