

*Jay C. Stephenson*

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Clerk of Superior Court Cobb Cty. Ga.

*Mail*

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[Space Above Reserved For Recording Information]

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STATE OF GEORGIA  
COUNTY OF COBB

Cross Reference: Deed Book 3569  
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**AMENDMENT TO THE DECLARATION**  
**FOR**  
**POWERS FERRY GREEN, A CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium for Powers Ferry Green, a Condominium was recorded on July 16, 1985, in Deed Book 3569, Page 1, *et seq.*, Cobb County, Georgia Records, as amended (hereinafter the "Declaration"); and

**WHEREAS**, Article X, Section 10.01 of the Declaration provides that the Declaration may be amended by the assent of unit owners at the Condominium having at least two-thirds (2/3) of the total vote of the Powers Ferry Green Condominium Association, Inc. ("Association"); and

**WHEREAS**, unit owners having at least two-thirds (2/3) of the total vote of the Association desire to amend the Declaration and have approved this Amendment; and

**WHEREAS**, this Amendment does not change, alter, modify or rescind any right, title, interest or privilege granted to the holders of any first mortgages affecting any units at the Condominium; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such mortgage holder's written consent, then this Amendment shall not be binding on the mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder;

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

- 1.

**Article III, Section 3.01 of the Declaration is hereby amended by adding the following to the end of the last sentence thereof:**

; and the right of the Association to suspend Common Element use privileges as provided in Article V, Section 5.05 hereof and as otherwise provided in this Declaration.

2.

**Article V, Section 5.05 of the Declaration is hereby amended by adding the following subsections (a) and (b) thereto:**

(a) **Parking Suspension.** In addition to all other available remedies, if assessments and other charges or any part thereof remain unpaid more than sixty (60) days after they become delinquent, the Association, acting through the Board, may suspend the Unit Owner's and/or Occupant's right to use the Association recreational facilities and other Common Elements, including the right to bring, drive or park vehicles on the Common Elements or have guests bring, drive or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension. The Board shall be authorized to tow and/or boot vehicles, and/or to block or barricade vehicular access across Common Elements, to enforce the suspension of parking privileges under this Section or other parking regulations under this Declaration or Association rules and regulations.

(b) **Suspension of Utilities and Common Services.** If the Association has obtained judgment(s) for unpaid assessments or charges totaling more than \$750.00 against the Owner or encumbering the Unit, then, in addition to all other rights provided in the Act and herein, the Association shall have the right, in compliance with any requirements set forth in the Section 44-3-76 of the Act, to suspend water or other utility services to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit. The water or other utility services shall not be required to be restored until the judgment(s) is(are) paid in full, at which time the Association shall make arrangements for restoration of the service. A Unit Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5.

Notwithstanding the above, if cable television service or any other service not constituting a utility is provided by the Association as a Common Expense, that service may be suspended upon ten (10) days written notice to any delinquent Owner, without obtaining any judgment against the Owner or encumbering the Unit.

3.

**Article V, Section 5.06 of the Declaration is hereby amended by deleting the first sentence thereof in its entirety and substituting the following therefor:**

All sums lawfully assessed against any Unit Owner or Condominium Unit shall from the time the same become due and payable constitute a lien, in favor of the Association, on such Unit, with priority over other liens as provided in the Act.

4.

Article IX, Section 9.06 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

**9.06 Antennas and Satellite Dishes.** No transmission antenna, of any kind, may be erected anywhere on the Condominium without written approval of the Board of Directors. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Condominium, except with written Board approval. Notwithstanding anything to the contrary in this Declaration, DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may be installed by Owners or Occupants in the least conspicuous locations on Units or Limited Common Elements where an acceptable signal can be obtained, and only in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time.

5.

Article X, Section 10.08 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

**10.08 Duration.** The covenants and conditions of this Declaration shall run with and bind the Condominium perpetually to the extent provided in the Act.

IN WITNESS WHEREOF, the undersigned officers of the Powers Ferry Green Condominium Association, Inc. hereby certify that the above amendments to the Declaration were adopted by the required majority of the Association and its membership, with any required notices duly given.

This 25<sup>th</sup> day of May, 2005

**POWERS FERRY GREEN CONDOMINIUM  
ASSOCIATION, INC.**

Sworn to and subscribed to before  
me this 25 day of May,  
2005

By: [Signature] (Seal)  
President

Attest: [Signature] (Seal)  
Secretary

[Signature]  
Witness  
Leah Price  
Notary Public

[Corporate Seal]

[Notary Seal] Notary Public, Cobb County, Georgia  
My Commission Expires May 01, 2008

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