



spouses of such owners; provided, however, that no owner and his or her spouse may serve on the Board at the same time. Notwithstanding the foregoing, no greater than two (2) non-resident owners may serve as a director at any time.

2.

Article VI, Sections 5 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

(a) By the Owner. Each owner shall maintain and keep in good repair all portions of his or her unit and its appurtenant limited common elements (adjacent patio or deck), except as otherwise provided in subsection (b). Owner responsibility includes the interior of the unit; all frames and glass and Plexiglas surfaces that are part of the unit windows, skylights, and patio roofs; the garage door, frames, and hardware that are part of the garage door systems; and all doors, doorways, frames, and hardware that are part of the front door entry system of the unit.

(b) By the Association. The Association shall maintain and keep in good repair as a common expense all of the condominium property not required to be maintained and kept in good order by an owner. Except to the extent that insurance covers any damage or loss (or that insurance required but not maintained would cover any damage or loss), the Association shall not be responsible for any maintenance or repair to the interior of any unit. The Association shall be responsible for all exterior surfaces of all improvements existing at the time of adoption of this article, or approved by the Board of Directors thereafter, except those listed in subsection (a) of this Article VI whether or not located within the boundaries of a unit or its limited common elements, unless a defect is the result of the owner's own conduct or the conduct of an owner's tenants or guests. Exterior surfaces shall include, but not be limited to the following: siding, stucco, paint, trim, feature bands, window surrounds, eaves, fascia boards, porches, porch railings and posts, stoops, landings, steps, projecting cornices and copings, gutters and downspouts, mailboxes and posts, driveway wall light fixtures, roofs, roof decking and underlayment, and shingles or other covering and surface materials. Maintenance by the Association shall exclude roof supports (roof joists and trusses and crossbeams). The Association shall be authorized to perform, after notice, any maintenance upon a unit for which the owner is responsible and to charge, as provided for assessments herein, the owner with the actual cost of maintenance.

3.

Article VII of the By-Laws is hereby amended by adding the following new Section 9 thereto:

Section 9. Utility Suspension. If any assessment or other charge is delinquent for thirty (30) days or more, and the Association has obtained judgment(s) totaling more than \$750.00 against the owner or encumbering the unit, then, in addition to all other rights provided in the Act, the Declaration and in these By-Laws, the Association shall have the right, in compliance with any requirements set forth in the Section 44-3-76 of the Georgia Condominium 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. The provisions of Article VIII, Section 2 shall not be applicable to suspensions and other actions taken by the Association under this Section. 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 on the

Condominium property, and any such unauthorized use shall be considered a theft of service under O.C.G.A. Section 16-8-5.

Notwithstanding the above and Article VIII, Section 2, 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 the delinquent owner, without obtaining any judgment against the owner or encumbering unit.

4.

Article VIII of the By-Laws is deleted in its entirety and the following is substituted therefor:

Article VIII  
Rule Making and Enforcement

Section 1. Authority and Enforcement. The condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements; provided, copies of all such rules and regulations shall be furnished to all owners and occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote at an annual or special meeting of the membership. Every owner and occupant shall comply with the Declaration, By-Laws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved unit owners, to take action to enforce the terms of the Declaration, By-Laws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the owner's unit, and to suspend an owner's right to vote and/or to use the common elements for violation of any duty imposed under the Declaration, By-Laws or Association rules. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a unit. If any occupant of a unit violates the Declaration, By-Laws or Association rules, a fine may be imposed against the owner and/or occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, By-Laws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Association under this Article VIII, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, By-Laws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating owner and/or occupant pursuant to Article VII, Section 2(3) of the By-Laws.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the common elements, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, (ii) suspension of voting rights if an owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic, (iii) suspension of common utility services, which shall require compliance with the provisions of Article VII, Section 9 of the By-Laws and (iv) suspension of parking privileges, which shall require compliance with the Association's rules and regulations established for vehicles and parking at the condominium.

Deed Book 14278 Pg 4857  
Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

(a) Notice. If any provision of the Declaration or By-Laws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in Section 2 of this Article.

IN WITNESS WHEREOF, the undersigned officers of Valencia Hills Condominium Association, Inc., hereby certify that this Amendment was duly adopted by the requisite majority of the Association membership, with proper notices given.

This 18 day of January, 2006.

Sworn to and subscribed to before me this 18 day of January, 2006.

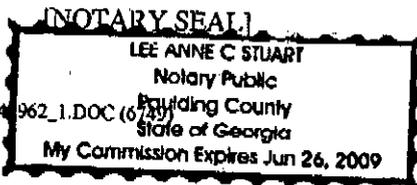
[Signature]  
Witness

[Signature]  
Notary Public

VALENCIA HILLS CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (Seal)  
Treasurer

Attest: [Signature] (Seal)  
Secretary



[CORPORATE SEAL]