

Declaration 2nd Amendment

AMENDED AND RESTATED DECLARATION OF CEDAR CANYON CONDOMINIUM

Deed Book 13424 Pg 2611, et seq.
Filed and Recorded Oct-02-2001 01:05pm
2001-0165593

/s/ Jay C. Stephenson Clerk of Superior Court Cobb City. Ga.

Please return the recorded instrument to:
Michael J. Zenner, Esq.
WEINSTOCK & SCAVO, P. C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

----- (SPACE ABOVE RESERVED FOR RECORDING DATA) -----

STATE OF GEORGIA

Reference: Deed Book 2402 Page 71

COUNTY OF COBB

SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CEDAR
CANYON CONDOMINIUM

This Amendment to the Amended and Restated Declaration of Cedar Canyon Condominium is made this 19th day of September, 2001, by the affirmative vote of the members of the Cedar Canyon Community Association, Inc. (hereinafter referred to as the "Association") holding two-thirds (2/3) of the total votes of the Association in accordance with the terms of the Georgia Condominium Act, O.C.G.A. § 44-3-70 et seq., (hereinafter referred to as the "Act") and in accordance with the terms of the Amended and Restated Declaration of Cedar Canyon Condominium, as recorded on August 24, 1981, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Deed Book 2402, Page 71, et seq., as amended.

WITNESSETH:

WHEREAS, Cedar Canyon Condominium was created pursuant to that certain Declaration of Condominium for Cedar Canyon Condominium (hereinafter referred to as the "Original Declaration") recorded on July 6, 1972, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Deed Book 1326, Page 709, et seq.;

WHEREAS, such Original Declaration was superseded by an amendment by all owners and mortgagers and recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Deed Book 1721, Page 103, et seq. (hereinafter referred to as the "Second Declaration"), to submit the condominium property to the form of ownership as provided in the Act, O.C.G.A. § 85-1601(e), et seq.;

WHEREAS, the Second Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Cedar Canyon Condominium (hereinafter referred to as the "Declaration"), recorded on August 24, 1981, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Deed Book 2402, Page 71, et seq.;

WHEREAS; the Declaration was amended by an amendment to the Declaration of Cedar Canyon Condominium, recorded on October 31, 1990, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Deed Book 5913, Page 83, et seq.;

WHEREAS, the plats for Cedar Canyon Condominium are shown on those certain plats of survey entitled "Plats of Cedar Canyon Condominiums, Cobb County, Georgia", dated September 27, 1976, recorded on September 29, 1976, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Condominium Plat Book 2, Page 193, et seq.;

WHEREAS, said improvements are shown on those certain architectural drawings entitled "Cedar Canyon" prepared by William J. Dougherty, Architect, recorded on September 29, 1975, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, in Condominium Cabinet No. A, currently located in said Office in Plan Book 72-003, et seq.;

WHEREAS, the Association and the membership of the Association desire to amend said Declaration for the purposes set forth herein;

WHEREAS, pursuant to Section 14 of the Declaration and the Act, the Declaration may be amended by the affirmative vote or written consent of the members of the Association holding two thirds (2/3) of the total votes of the Association;

WHEREAS, the following amendment has been approved by the affirmative vote or written consent of the members of the Association holding two-thirds (2/3) of the total votes of the Association as evidenced by the certification of approval attached hereto as Exhibit " A " ("Certification of Approval") and by this reference made a part hereof; and

WHEREAS, the Amendment is agreed to by the foregoing votes subject to the condition that if any purpose as hereby intended is not accomplished or accepted by a court of competent jurisdiction, then the relevant and controlling provision or provisions of the Declaration or By-Laws of the Association, as the case may be, as existed prior to the adoption of this Amendment shall control.

NOW, THEREFORE, the Amended and Restated Declaration of Cedar Canyon Condominium, as previously amended, is hereby further amended as follows:

I. Section 4 of the Declaration is amended by adding thereto a new paragraph; such paragraph to be added immediately following the last paragraph thereof; such new paragraph to read as follows:

"Every Owner and all those entitled to occupy Units shall comply with all lawful provisions of the Declaration and By-Laws of Cedar Canyon Community Association, Inc. In addition, any Owner and all those entitled to occupy a Unit shall comply with the Rules and Regulations adopted by the Association. In accordance with O.C.G.A. § 44-3-76, the Association is empowered to suspend the right of use of the common elements, including, but not limited to, the parking areas and recreational facilities and to suspend any service paid for or provided by the Association, in order to enforce such compliance; provided, however, that no such suspension shall deny any Owner or occupant access to the Unit owned or occupied nor cause any hazardous or unsanitary condition to exist. Notwithstanding anything in this paragraph or in the Declaration or By-Laws to the contrary, the Association shall have the power to terminate water service provided to a Unit or Owner by the Association, for failure to pay assessments and other amounts due pursuant to O.C.G.A. § 44-3-109(a), subject to the suspension standards and notice requirements imposed on the institutional provider providing such service to the Cedar Canyon Community development, only after a final judgment or final judgments in excess of a total of Seven Hundred Fifty Dollars and no/100 (\$750.00) are obtained in favor of the Association from a court of competent jurisdiction. Water service shall

not be required to be restored until the judgment or judgments are paid in full. All common expenses incurred as a result of the termination of any services pursuant to this paragraph shall be an assessment pursuant to O.C.G.A. §44-3-109 and shall, therefore, be the personal obligation of the Owner and constitute a lien in favor of the Association on the Condominium Unit. This Section shall be in addition to any other rights granted to the Association in this Declaration or the By-Laws and not in limitation thereof

Except as otherwise defined herein, capitalized terms as used in this Amendment, shall have the meaning ascribed to such terms in the Declaration.

This Amendment shall be effective upon recordation in the real estate records of Cobb County, Georgia.

Except as herein modified and amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on the date first written above.

CEDAR CANYON COMMUNITY ASSOCIATION, INC.
A Georgia non-profit corporation,
By: /s/
Barbara Cebula, President

Attest: /s/
Hillary Miller, Secretary
Corporate Seal

Signed, sealed and delivered in the presence of:
/s/
Aaron Nicholas
Unofficial Witness

/s/
G Dean Donald
Notary Public, Cobb County, Georgia
My Commission Expires Sept 24, 2004
N.P. Seal

EXHIBIT "A"

Certification OF APPROVAL
The undersigned officers of Cedar Canyon Community Association, Inc. hereby swear under oath that the above Amendment to the Declaration was duly adopted by the agreement of the required majority of the Unit Owners and that any notices required under the Georgia Condominium Act were properly given.

/s/
Barbara A Cebula, President 9/18/01
Corporate Seal

Signed, sealed and delivered in the presence of:
/s/Jennifer Lytle
Unofficial Witness

/s/
G Dean Donald
Notary Public, Cobb County, Georgia
My Commission expires Sept 24, 2004
[Notary Seal]

/s/
Shelby Robert, Asst. Secretary

Signed, sealed and delivered in the presence of:

/s/
Lisa Bell
Unofficial Witness

/s/
G Dean Donald
Notary Public
[Notary Seal]