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GAIL BROWN
CLERK OF SUPERIOR
COURT
PICKENS COUNTY

Berkley C. Badger
c/o Investors Choice Group
600 Bypass Dr., STE 210
Clearwater, FL 33764
727 - 796 - 3339

UPON RECORDING RETURN TO:

~~Benjamin Ost
DOROUGH & DOROUGH, LLC
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Decatur, Georgia 30030
(404) 687-9977~~

CROSS REFERENCE: Deed Book: 56
Page: 367

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR DISHAROON
RIDGE CONDOMINIUM**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
DISHAROON RIDGE CONDOMINIUM ("Amendment") is made this 31ST day of
December, 2015 by **DISHAROON RIDGE UNIT OWNERS ASSOCIATION, INC.**, a Georgia
nonprofit corporation (hereinafter the "Association").

WITNESSETH

WHEREAS, Big Canoe Corporation, a Georgia corporation, as Declarant, executed that
certain Declaration of Condominium for Disharoon Ridge Condominium, which was recorded
August 5, 1978 at Deed Book 56, Page 367, *et seq.*, Pickens County, Georgia land records
(hereinafter as such document may have been supplemented and/or amended from time to time
referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia
Nonprofit Corporation Code to be the Association named in the Declaration to have the power
and authority set forth therein; and

WHEREAS, Article XII, Section 12.02(b) of the Declaration provides that the
Declaration may be amended only by the approval of unit owners to which at least two-thirds
(2/3) of the votes in the Association appertain; and

WHEREAS, unit owners to which at least two-thirds (2/3) of the votes of the
Association appertain have agreed to amend the Declaration as provided herein; and

WHEREAS, attached as Exhibit "A" hereto and by this reference incorporated herein is the sworn statement of the President of the Association which sworn statement states: (a) unit owners to which at least two-thirds (2/3) of the votes of the Association appertain agreed to amend the Declaration as provided herein; (b) the consent of unit owners to which at least two-thirds (2/3) of the votes of the Association appertain, was lawfully obtained; and (c) any notices required by Georgia law or the Declaration were given; and

WHEREAS, attached as Exhibit "B" hereto and by this reference incorporated herein is the sworn statement of the Secretary of the Association which sworn statement states: (a) unit owners to which at least two-thirds (2/3) of the votes of the Association appertain agreed to amend the Declaration as provided herein; (b) the consent of unit owners to which at least two-thirds (2/3) of the votes of the Association appertain, was lawfully obtained; and (c) any notices required by Georgia law or the Declaration were given.

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Declaration of Condominium for Disharoon Ridge Condominium hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article IV, Section 4.06 in its entirety and replacing it with a new Section 4.06 to read as follows:

Section 4.06. Effect of Nonpayment of Assessments: Remedies of the Association. All sums lawfully assessed by the Association against any unit owner or any unit, whether for annual, special, or specific assessments or otherwise, shall, from the time the same become due and payable, constitute a lien in favor of the Association on such unit, prior and superior to all other liens whatsoever except (i) liens for ad valorem taxes, (ii) the lien of any first priority mortgage and the lien of any mortgage recorded prior to the recording of this Declaration, and (iii) the lien of any secondary purchase money mortgage. The recording of this Declaration pursuant to the provisions of the Act shall constitute record notice of the existence of such lien, and no further recordation of any claim of lien or assessment shall be required. The lien for assessments shall also include (i) a late fee or delinquency charge, not exceeding ten percent (10%) of the amount of each assessment or installment thereof not paid when due, (ii) interest on each assessment or installment thereof, from the date the same was first due and payable, at a rate of eighteen percent (18%) per annum, or the amount authorized by the Act to the extent that amount is greater; (iii) costs of collection, including court costs, expenses of sale, any expenses required for the protection and preservation of the unit and reasonable attorneys' fees actually incurred, and (iv) the fair rental value of the unit from the time of the institution of a suit until the sale of the unit at foreclosure or until a judgment rendered in such suit is otherwise satisfied. Such lien provided for in this Section 4.06 shall be in favor of the Association, shall be for the benefit of all other

unit owners and may be foreclosed by the Association in accordance with the provisions of the Act or as otherwise provided by law. Nothing in this Section 4.06 shall be construed to prohibit the Association from bringing an action at law for recovery of the sums for which this Section 4.06 creates a lien, for damages or for any other remedy available at law or in equity.

2.

The Declaration is hereby amended by adding a new subsection 4.08 to the end of Article IV, entitled "Specific Assessments," to read as follows:

Section 4.08. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular unit and unit owner as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the units or occupants thereof upon request of an owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the owner;

(b) to cover costs incurred in bringing the unit into compliance with the terms of this Declaration, the By-Laws, or any rules and regulations, or costs incurred as a consequence of the conduct of the owner or occupants of the units, their guests, contractors, employees, licensees, invitees or guests;

(c) expenses of the Association which benefit less than all of the units may be specifically assessed equitably among all of the units which are benefited according to the benefit received; and

(d) expenses of the Association which benefit all units, but do not provide an equal benefit to all units, may be specifically assessed equitably among all units according to the benefit received.

By way of explanation, and not limitation, the following shall constitute Specific Assessments: (a) fines levied pursuant to this Declaration; (b) the cost of maintenance performed by the Association for which an owner is responsible; and (c) insurance premiums or deductibles paid by the Association on behalf of specific units.

3.

The Declaration is hereby amended by adding a new subsection 6.05 to the end of Article VI, entitled "Insurance Deductible," to read as follows:

Section 6.05. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one unit or a unit and the common elements, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provides that the deductible will apply to each unit separately. If any owner or owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the owner or owners pursuant to Article IV, Section 4.08 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be allocated more than such amount authorized by Section 44-3-94 of the Act, as the cost of the deductible for any one occurrence.

4.

The Declaration is hereby amended by adding a new subsection 10.09(e) to the end of Article X, Section 10.09, entitled "Proof of Insurance," to read as follows:

(e) Proof of Insurance. Within twenty (20) days after the purchase or transfer of a unit, the new owner shall provide to the Association written proof of an insurance policy covering the unit that is sufficient to provide coverage for the amount of the deductible of the master insurance policy maintained by the Association for the Condominium. Such insurance shall also name the Association as a third-party to receive notice in the case of a lapse in said policy. If proof of the above is not provided as required herein, the Association shall have the right to obtain such insurance in the name of the owner and levy the cost for such insurance against the owner in accordance with Article IV, Section 4.08 of the Declaration as a specific assessment.

5.

The Declaration is hereby amended by deleting Article XII, Section 12.05 in its entirety and replacing it with a new Section 12.05 to read as follows:

Section 12.05. Compliance and Enforcement. Each owner and occupant shall comply strictly with all lawful provisions of the condominium instruments, including without limitation this Declaration, the Rules and Regulations and the By-Laws of the Association, as the same may be lawfully amended from time to time. The Association, by and through its Board of Directors, shall have the authority to levy fines against an owner and unit for any breach of these governing documents, which fines will be treated as a specific assessment as set forth in Article IV, Section 4.08 of the Declaration. In addition, the Association,

by and through its Board of Directors, shall have the authority to suspend any owner's right to vote and/or use any portion of the common elements, including but not limited to any common element parking spaces, for any breach of the governing documents. In the case of such suspension, the Association shall have the right to utilize "self-help" in order to correct a breach, which right shall include but not be limited to the right to have a vehicle removed from the common elements to the extent it is parked thereon in violation of such a suspension. Finally, failure to comply with any of the same shall be grounds for an action or suit to recover sums due, for damages or for injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action. Failure by the Association or any owner or owners to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

6.

Unless otherwise defined herein, the defined terms used in this Amendment shall have the same meaning as set forth in the Declaration.

7.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Pickens County, Georgia and shall be enforceable against all current owners of units subject to the Declaration.

8.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal as of the date and year first written above.

ASSOCIATION:

**DISHAROON RIDGE UNIT OWNERS
ASSOCIATION, INC.**, a Georgia nonprofit
corporation

By:

Name:

Ernest Hensley
ERNEST HENSLEY
President

Attest:

Its:

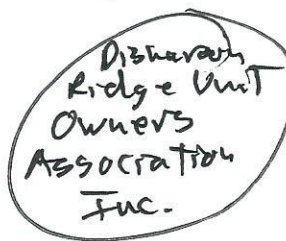
Barbara F. Wood
Barbara F. Wood
Secretary

Signed, sealed and delivered
in the presence of:

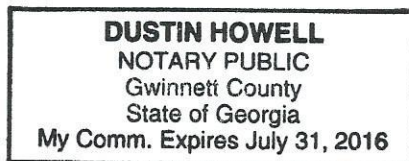
Patty Westmich
Witness

Dustin Howell
Notary Public

[CORPORATE SEAL]



[AFFIX NOTARY SEAL]



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EXHIBIT "A"

Sworn Statement of President of
The Disharoon Ridge Unit Owners Association, Inc.

STATE OF GEORGIA

COUNTY OF PICKENS

Re: The Disharoon Ridge Unit Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of the Disharoon Ridge Unit Owners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Condominium for The Disharoon Ridge Condominium was approved by unit owners to which at least two-thirds (2/3) of the votes of the Association appertain, which approval was lawfully obtained.
4. Any notices required by the Declaration, Bylaws or Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-93 and Paragraph 22 of the Declaration.

This the 31st day of December, 2015.

By:
Name:

Ernest Hensley
ERNEST HENSLEY

Sworn to and Subscribed
before me this 31st day of December, 2015.

Dustin Howell
Notary Public

[AFFIX NOTARY SEAL]

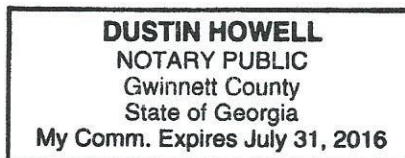


EXHIBIT "B"

Sworn Statement of the Secretary of
The Disharoon Ridge Unit Owners Association, Inc.

STATE OF GEORGIA

COUNTY OF PICKENS

Re: The Disharoon Ridge Unit Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of the Disharoon Ridge Unit Owners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Condominium for the Disharoon Ridge Condominium was approved by unit owners to which at least two-thirds (2/3) of the votes of the Association appertain, which approval was lawfully obtained.
4. Any notices required by the Declaration, Bylaws and Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-93 and Paragraph 22 of the Declaration.

This the 31st day of December, 2015.

By: Barbara F. Wood
Name: Barbara F. Wood

Sworn to and Subscribed
before me this 31st day of December, 2015.

Dustin Howell
Notary Public

[AFFIX NOTARY SEAL]

