

*Jay C. Stephenson*

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Clerk of Superior Court Cobb Cty. Ga.



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Return after recording to:  
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Suite 300  
Atlanta, GA 30305

Reference to:  
Cobb County  
Deed Book 11792  
Page 240

**SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR THE VILLAS AT KOLB FARM CONDOMINIUM**

This Sixth Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium (the "Amendment") is made this 16 day of MARCH 2010 by The Villas at Kolb Farm Condominium Association, Inc. with the agreement of the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain.

**WITNESSETH**

**WHEREAS**, The Villas at Kolb Farm Condominium is a residential condominium established pursuant to that certain Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on October 19, 1998 at Deed Book 11792, Page 240, Cobb County, Georgia records; as amended by that certain First Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on February 25, 1999 in Deed Book 12235, Page 192, aforesaid records; as further amended by that certain Second Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on April 8, 1999 in Deed Book 12376, Page 20, aforesaid records; as further amended by that certain Third Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on November 5, 1999 in Deed Book 13054, Page 314, aforesaid records; as further amended by that certain Fourth Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on January 25, 2000 in Deed Book 13238, Page 1950, aforesaid records; and as further amended by that certain Fifth Amendment to Declaration of Condominium for The Villas at Kolb Farm Condominium recorded on March 21, 2001 in Deed Book 13342, Page 1052, aforesaid records (said Declaration, as so amended, being hereinafter referred to as the "Declaration"); and

**WHEREAS**, the Condominium Plat for The Villas at Kolb Farm Condominium is recorded in Plat Book 5, Pages 176 through 179, Cobb County, Georgia records; and

**WHEREAS**, Floor Plans depicting the Units in the Condominium are recorded in Condominium Floor Plan File No. 98-0009, Cobb County, Georgia records; and

**WHEREAS**, pursuant to Section 8.03 of the Declaration, said Declaration may be amended by the agreement of Owners of Units to which two-thirds (2/3) of the votes in the Association pertain, provided that every amendment to the Declaration is subject to the prior written approval of the Declarant so long as the Declarant owns any Unit primarily for the purpose of sale or has the option to expand the Condominium pursuant to Article XI of the Declaration; and

**WHEREAS**, the Declarant no longer owns any Unit primarily for the purpose of sale and no longer has the option to expand the Condominium pursuant to Article XI of the Declaration; and

**WHEREAS**, the following Amendment has been approved by the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by this reference made a part hereof;

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

1. **Water Service Amendment:** Article II of the Declaration is hereby amended by adding thereto a new Section 2.09, which shall be inserted immediately after Section 2.08; such new Section 2.09 to read as follows:

"2.09 Every Owner, and all those entitled to occupy Units, shall comply with all lawful provisions of this Declaration and the By-Laws of The Villas at Kolb Farm Condominium 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 this Declaration or By-Laws to the contrary, the Association shall have the power to terminate water service being 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 Villas at Kolb Farm 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. Any such service terminated 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."

2. **Capital Reserve Fee Amendment:** Article VI of the Declaration is hereby amended by adding thereto a new Section 4.10, which shall be inserted immediately after Section 4.09; such new Section 4.10 to read as follows:

"4.10 Initiation Fee. Upon each and every conveyance of a Unit, the transferee or grantee becoming the Owner of the Unit shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable initiation fee in an amount equal to two (2) monthly installments of the then current annual assessment (hereinafter, the "Initiation Fee"). The Initiation Fee shall be collected and paid to the Association at the closing of each sale, transfer or conveyance. The Initiation Fee shall constitute an assessment under the Declaration and shall be collected in the same manner provided in the Declaration for the collection of other assessments. Notwithstanding the foregoing, the Initiation Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Unit is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Unit is transferred as a gift, that is, gratuitously and without value or legal consideration; (iv) a trust if the Owner or his spouse are the beneficiaries thereof; and (v) any person who takes title to a Unit through foreclosure or deed in lieu of foreclosure upon any first priority Mortgage or any second in priority purchase money Mortgage, provided that neither the original holder nor any subsequent holder of such second in priority Mortgage is or was the seller of the Unit. Furthermore, the Initiation Fee shall not be payable upon the refinancing of a Unit, provided there is no change in the fee simple ownership of the Unit."

3. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration or Bylaws of the Association, the terms of this Amendment shall control.

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

5. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Declaration.

6. This Amendment shall be effective upon recordation in the Cobb County, Georgia

records.

IN WITNESS WHEREOF, the undersigned officers of The Villas at Kolb Farm Condominium Association, Inc. hereby execute this Amendment on the date and year first above written.

THE VILLAS AT KOLB FARM CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation

By: Mary Lou Friedly  
Print Name: MARYLOU FRIEDLY  
Print Title: President

Attest: Linda Buyer  
Print Name: LINDA BUYER  
Print Title: Secretary [SEAL]

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 8/21/2011  
[Notarial Seal]

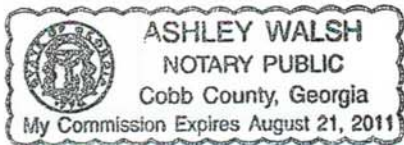


EXHIBIT "A"

CERTIFICATION OF APPROVAL

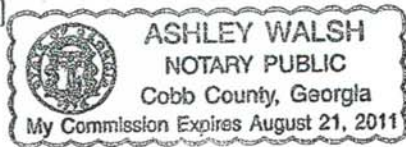
The undersigned officers of The Villas at Kolb Farm Condominium Association, Inc. hereby swear under oath that the above Amendment to the Declaration of Condominium for the Villas at Kolb Farm Condominium was duly adopted by the agreement of the required majority of the Unit Owners and that all notices required under the Georgia Condominium Act were properly given.

Sworn to and subscribed before  
this 10 of March, 2010.

Ashley Walsh  
Notary Public

My commission expires: 8/21/2011

[Notary Seal]



By: Mary Lou Frieoly  
Print Name: MARY LOU FRIEOLY  
Print Title: President

Attest: Linda Buyer  
Print Name: LINDA BUYER  
Print Title: Secretary