

RETURN TO:
James G. Williams & Associates
286 Redfern Village
St. Simons Island, GA 31522
912-638-3689

Filed and Recorded 02/05/2010 at 03:12:18 PM
CFN #632010001195 Transaction#49180
Clerk of Superior Court Glynn County Georgia, GA
Deed BK 2686 PG 302 - 304. Lola Jamsky #1

GEORGIA, GLYNN COUNTY

**AMENDMENT TO DECLARATION OF
SHADOW BROOKE VILLAGE CONDOMINIUMS**

WHEREAS, the requisite number of unit owners after due and proper notice all as required under the Declaration of Shadow Brooke Village Condominium as the same is recorded in the Office of the Clerk of Superior Court of Glynn County Georgia in Deed Book 1007, Page 244 as previously amended voted to amend said Declaration in the following respects:

AMENDMENT 1:

ARTICLE II, PROPERTY RIGHTS, Section 2.01a, Item C, Page 5 is amended to read:

C. Boundaries of Screened Porches, Storage and Garages

A unit shall include, as indicated above on the architectural plans a screened porch, designated ground floor storage and designated garage for each unit. The boundaries of the screened porch, storage and garage shall be as follows: all upper, lower and side boundaries shall be the same as set forth above for the heated living area: however, should the front and side boundaries of the screened porch be railing, the unit shall not include the railing, and boundary shall be the interior surface of the railing. Maintenance of the finished floor of the screened porch shall borne by the unit owner to which the screened porch is appurtenant, as well as, the screens (screening) enclosing the porch and all interior surfaces of porch to include but not limited to ceiling fans and light fixtures. Each screened porch, designated storage and designated garage is a part of the unit, which it abuts and/or is designated for and is exclusive use of the owner of the abutting and/or designated unit. It is further provided that no owner shall paint or otherwise decorate or change the exterior appearance of any portion of the condominium and/or condominium property.

AMENDMENT 2:

ARTICLE IV, MAINTENANCE, Section 4.02, (a), page 11 is amended to read:

(a) Maintenance of a Condominium shall be responsibility and expense of Owner thereof and shall, subject to the provisions of Section 4.01, include but not be limited

to, maintenance of all portion of the Condominium, all fixtures, appliances and equipment installed therein commencing at a point where the utility lines, wires, pipes, conduits or systems enter the exterior walls of a Condominium, and such work shall be done without disturbing the rights of other Owners. However, repair to sewer lines determined to have been necessitated by the actions of any Condominium Owner shall be the sole responsibility of such Owner. In addition, each Condominium Owner shall be responsible for the maintenance of all glass surfaces of his Condominium and of all windows, window screens, mailboxes and other hardware attached to the exterior surfaces of is Condominium, as well as, the screens (screening) enclosing the porch and all interior surfaces of porch to include but not limited to ceiling fans and light fixtures. All maintenance and replacement of such items shall be of the same type originally installed in the Condominium unless replacement with a different type is approved in writing by the Board of Directors of the Association or its designated architectural committee.

AMENDMENT 3: The Declaration is amended so that any provision therein which conflicts with the following shall be changed and interpreted so as to be in conformity with the following:

Any amendments of a material adverse nature to mortgagees shall be agreed to by mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages.

Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages.

There will be implied approval when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Rights of Condo Mortgagees and Guarantors - The mortgagee and guarantor of the mortgage on any unit in a condominium project shall have the right to timely written notice of:

- a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- b) Any 60-day delinquency in the payments of assessments or charges owned by the owner of any unit on which it holds the mortgage;
- c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and

d) Any proposed action that requires the consent of a specified percentage of mortgagees.

Unpaid dues- Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will not be liable for any fees or costs related to the collection of the unpaid dues.

NOW THEREFORE, except as amended the original Declaration shall remain in full force and effect.

In Witness Whereof, the undersigned have set their hands and affixed their seals this the

4th day of February, 2010.

SHADOW BROOKE VILLAGE
CONDOMINIUM OWNERS ASSOC.,
INC.

Flo Vining
Flo Vining, President

Nancy Jenkins
Nancy Jenkins, Secretary

Renee Kuth
Witness

Notary Public
My Commission Expires : Sept. 23, 2011
(Notary Seal)
JOYCE HARRIS
NOTARY
PUBLIC
GLYNN COUNTY, GA