



# Providence Place HOA, Inc.

Your Community, Our Commitment

Welcome to Providence Place!

We welcome you to one of the most uniquely diverse HOA communities in the City of South Fulton. Only minutes away from Hartsfield Jackson International Airport as well as downtown Atlanta, we take great pride in our community to protect our investments. Our community is gated to deter crime, has elegant landscaping to maintain the overall appearance of the community, live surveillance cameras found in the common areas and throughout the community, and an active community that looks out for one another!

To help you get better acclimated with our community, we encourage you to visit our website [www.providenceplacehoa.com](http://www.providenceplacehoa.com). This document serves to answer your most asked questions but is not a substitute for reading the governing documents of the community in its entirety. In addition, completing & signing the Home Occupancy Status Affidavit acknowledges the rule The Board of Directors put in place to define "Family" in regards to Leasing.

Please sign all pages and return to the Board of Directors. Once received, we will add your contact information to the call box. Again, we welcome you to Providence Place and are here for you every step of the way.

Warm Regards,

*Providence Place Board of Directors*



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## Frequently Asked Questions

### **1. How do I obtain a device for the Gate/change my contact information in the callbox?**

All new homeowners receive (1) remote that was paid for at closing. All additional remotes, for both new and existing homeowners, cost \$60. Any name or number changes to the call box cost \$25 (excluding new homeowners). Please log into the portal and make a payment for these services. Once processed, please send a screenshot of the confirmation number to the Board. Please allow 48-72 hours for your request to be processed.

### **2. When is Trash Day?**

Trash Day runs weekly on Thursday. Trash Cans cannot be pulled to the curb no earlier than Wednesday Evening and you have until Thursday evening to move the trash bins from the pick-up area and store them out of sight. Violators are subject to a fine of \$50 per occurrence. The City of South Fulton also offers free Bulk-Trash Pick up the 4<sup>th</sup> Monday of each month, but there are exceptions to what they will take and they request that you submit a form online. For full details, please view their website. <https://www.cityofsouthfultonga.gov/2565/Solid-Waste>

### **3. What are some typical violations issued by the Association and what are the fine amounts?**

The following are the most common violations but not a complete list. Please review the governing documents for a complete list a violation in the community.

- Parking- \$50 per car & per occurrence
- Tailgating- \$150 per occurrence + cost of repairs if any damage to gate/barrier arm.
- Trash Cans- \$50 per day
- Pet Waste/Dog off Leash- \$50 per occurrence
- Nuisance \$150 per occurrence.
- Illegally Leasing- \$500 per month (in violation)

For an Complete List of Violation fine amounts, please submit your request via email to the Board of Directors.

### **4. How can I get my mailbox key or get the locks changed?**

It's common for new homeowners to receive their mailbox key from the previous owner. However, if this is not the case, you can get your mailbox key changed in one of three ways:

1. Pay \$35 on the community portal and our Community Administrator will change it for you.
2. Reach out to the local Post Office to change your lock (Pricing will need to be verified with USPS).
3. Hire a locksmith to make the change.

**Your mailbox number will be released when you meet for New Owner Orientation.**



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## **5. What is Tailgating?**

Tailgating is driving too close behind a vehicle to gain access into the community. This means driving in without properly gaining access such as using an access device or gate is opened from the visitor call box. Security of the Residents is our top priority, and we handle tailgating matters very seriously. Any owner, resident, guest, or invitee who is caught tailgating will cause fines to be assessed to the Unit. In the event, there is damage done to the gate or any of its components, repair costs will also be assessed in addition to the \$150 occurrence tailgating fee.

## **6. When are the assessments due?**

Assessments are due on the 1<sup>st</sup> of each month & your account becomes delinquent if not paid by the 10<sup>th</sup>. If your account becomes delinquent, your unit is subject, but not limited to collection efforts, a lien placed on your home, and having your water shut off. Water shut offs occur every other month. If your water is disconnected, you will have to cure the entire balance.

## **7. Who is our Management Company**

Silverleaf Management is our Management company and we are an Accounting Only client with them. Their contact number is 770-554-3984 and their address is 3540 US-78 Suite 104 Loganville, GA 30052.



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## Home Occupancy Status Affidavit

I, \_\_\_\_\_, owner of home address and being of legal age, make the following statement and declare that, on my own personal knowledge, they are true: (please check in accordance to current status)

(\_\_\_\_) I, the owner, reside in the home full time.

(\_\_\_\_) I, the owner, reside in the home part time and the home is vacant in my absence.

(\_\_\_\_) The home is currently occupied by a family member.

(\_\_\_\_) The home is currently leased.

(\_\_\_\_) The home is vacant.

(\_\_\_\_) Other (Please Explain further)

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**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Hiram Office**  
5604 Wendy Bagwell Parkway,  
Suite 923  
Hiram, GA 30141  
Office: 770-489-5122  
Fax: 678-391-8519



**McDonough Office**  
(by appointment only)  
330 Griffin Street  
McDonough, GA 30253  
Office: 770-489-5122  
Fax: 678-391-8519

August 4, 2023

Sent Via Regular Mail and Email

**ATTN: Providence Place Homeowners**

**RE: NOTICE OF BOARD MEETING SCHEDULE**

Our firm represents the Providence Place Homeowner's Association ("Association"). In accordance with the Bylaws of Providence Place Homeowners Association, Inc. ("Bylaws"), this letter shall serve as notice for the remaining Board meetings for 2023 and notice of the regular schedule for all future Board meetings. The 2023 Board meetings shall take place on the following dates:

August 31, 2023 7:00pm- 8:00pm

October 5, 2023 7:00pm – 8:00pm

Beginning in January 2024, Board meetings shall be regularly held on the 2<sup>nd</sup> Monday of January, April, July and October from 7:00pm- 8:00pm.

All Board meetings, including the 2023 Board meetings, will be held via zoom, again, unless otherwise notified by the Board of Directors.

Members can join the meeting by entering or clicking the following website

<https://us06web.zoom.us/j/83511881993?pwd=K3FVb285eDRCc0FkeUlcXNOUXI2dz09>

Or by entering the following meeting number and passcode on <https://zoom.us/>

Meeting ID: 835 1188 1993

Passcode: 101506

Please note that, in accordance with Article 3, § 3.14 of the Bylaws, while Board meetings are open to all members, only directors may participate in any discussion or deliberation unless a non-director member is given express authorization by the Board to participate. Further, in accordance with Article 3, § 3.15 of the Bylaws, the Board of Directors may adjourn a Board meeting and reconvene for Executive Session to discuss "personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature".

Christina A. Brown  
Attorney, Dunlap Gardiner, LLP

**PROVIDENCE  
PLACE**

**Providence Place HOA Board of Directors  
2555 Flat Shoals Road #3507  
Atlanta, Georgia 30349  
[www.providenceplacehoa.com](http://www.providenceplacehoa.com)**

**HOMEOWNER LETTER**

**VIA CERTIFIED MAIL**

Date: May 11, 2021

Dear Homeowner:

The Board of Directors worked with our representing Attorney, Dunlap & Gardiner on the attached Leasing Restriction document. This document outlines what classifies as "family" and what is exempt. This pertains to any homeowner who is: (1) currently leasing their home to a family member or (2) are considering doing such. Please review the document thoroughly and if you have any questions, please feel free to reach out to the board at

**[provplaceboard@gmail.com](mailto:provplaceboard@gmail.com)**

**This Document is active an enforceable as of May 11,2021.**

Respectfully,

The Board of Directors



**Rules and Regulations Pertaining to**  
**Lease Restrictions Within Providence Place**

**WHEREFORE**, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Providence Place (hereafter the Declaration of Covenants), governed by the Providence Place Homeowners Association, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend rules and regulations and imposing sanctions for violations thereof including without limitation, self-help and reasonable monetary fines;

**WHEREFORE**, the Association, acting through its Board of Directors has determined that certain Rules and Regulations Pertaining to Lease Restrictions are necessary for the maintenance of the community-wide standard in order to preserve and enhance the values of the properties within the Providence Place subdivision;

**WHEREFORE**, the Covenants provide:

Article 8.1. Leasing. In order to protect the equity of the individual Members, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied leasing of Units shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing of Units shall be prohibited.

Article 8.2.1 Leasing means regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner received any consideration or benefit, including but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner Occupant; (ii) occupancy by a member of the Owner's family, (iii) occupancy by one or more wards if the Unit is owned by their legal guardian, or (iv) occupancy by one or more beneficiaries of a trust if the Unit is owned in trust by the trustee.

**NOW THEREFORE**, the Board of Directors has, this 11 day of May, 2021 adopted the following Rules and Regulations Pertaining to all Lots, Owners, Members, Occupants, Lessees and Other persons within Providence Place which are binding on all Owners, Members, Occupants, Lessees, and other persons with their agents and assigned and are effective immediately:

1. Family. For the purposes of Leasing, "family" means immediate family: parents, siblings, children, and spouses.
2. Family exemption. It shall not be considered leasing where occupancy of the Unit is by a member of the Owner's immediate family, i.e., parents, siblings, children, and spouses. All other family members do not fall under the family exemption, and occupancy by such family members will constitute leasing and subject the property to the leasing restrictions set forth in the Covenants, Bylaws, and rules and regulations of the Association.
3. Board Discretion. Owners shall provide documentation demonstrating the Occupant(s) fall under the Family Exemption to Leasing, as the Board may reasonably require.

Any violation of the above-listed Rules and Regulations, shall be enforceable in the sole discretion of the Board of Directors by the use of reasonable monetary fines, the use of Self-Help, or as otherwise described in the Declaration and Bylaws.

This Rule is supplemental to the Covenants and Bylaws and does not modify in any way the existing Declaration of Covenants. Please refer to the Declaration of Covenants and Bylaws for additional restrictions/standards.

IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule and Regulation on this 11 day of May, 2021.

THE FOLLOWING OFFICER CERTIFIES THAT THIS RULE AND REGULATIONS WAS APPROVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS:

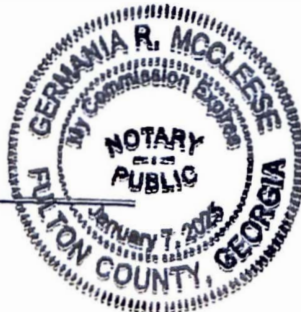
Josha Winstanley

President

Sworn and subscribed to before me this

11 day of May, ~~2020~~ 2021  
Germania R. McCleese

Witness







# Providence Place HOA, Inc.

Your Community, Our Commitment

## ELECTRONIC ACCESS DEVICE REGISTRATION FORM

**\*\*\* Only a total of three access devices will be issued per unit. \*\*\***

**Devices will not be mailed locally.**

The cost to purchase access cards is **\$60 per remote**.

**The cost to change any information (names, numbers, etc.) in the system is \$25 for each change made.**

### HOMEOWNER INFORMATION

Name of Homeowner: \_\_\_\_\_ Owners EMAIL: \_\_\_\_\_  
\_\_\_\_\_  
Street address of Resident: \_\_\_\_\_ Unit: \_\_\_\_\_  
Alternate Address: \_\_\_\_\_  
Phone Number (**FOR CALL BOX**): \_\_\_\_\_

### RENTER INFORMATION

Name of Renter: \_\_\_\_\_ Renter EMAIL: \_\_\_\_\_  
Street address of Resident: \_\_\_\_\_  
Alternate Address: \_\_\_\_\_  
Phone Number (**FOR CALL BOX**): \_\_\_\_\_

Please select which access device (s) you are requesting:

Remotes \_\_\_\_ How many needed: \_\_\_\_

If you are renting or leasing this property, this form needs to be signed by both, homeowner and renter/lessee, along with a copy of both owner and renter/lessee driver's license. Also, a copy of the lease agreement and management agreement (if applicable) must accompany the form.

The Electronic Access Device is for Providence Place Residents use. I agree to pay a \$60 fee for remotes and replacement remotes. Additionally, I agree to abide by the rules and regulations established by the Providence Place Board of Directors regarding the use of the Electronic Access Device. I acknowledge responsibility for the behavior of each person provided an Access Device by me. The homeowner will be responsible for the use of these devices and for those who use them, this includes any vandalism and damage to the gate. Prior to issuing any device to a renter, Board approval is required.

Signed: \_\_\_\_\_  
Owner

Signed: \_\_\_\_\_  
Renter/Lessee

**PROVIDENCE PLACE HOMEOWNERS ASSOCIATION, INC.**

Unit # \_\_\_\_\_

**SECTION A: OWNER INFORMATION**

Owner Occupied:    Yes    No    \*IF YOU ANSWERED "NO" GO TO SECTION B BELOW

Owner Name: \_\_\_\_\_

Primary Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

Alternate Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

E-mail Address: \_\_\_\_\_

Mailing address if different than Providence Place address:

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**SECTION B: RENTER INFORMATION**

\*A copy of the executed Lease must be provided to the Association\*

Renter Name: \_\_\_\_\_

Primary Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

Alternate Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

E-mail Address: \_\_\_\_\_

**SECTION C: ALL OCCUPANTS**

Names of the Occupants of the Unit (please indicate if he/she is an adult or child):

_____	_____
_____	_____
_____	_____

Make, Model, Color and License Plate # of all the Occupants Vehicles:

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**PROVIDENCE PLACE HOMEOWNERS ASSOCIATION, INC.**

**IMPORTANT NOTICE**

**TO:** All Owners  
**FROM:** Board of Directors, Providence Place Homeowners Association, Inc. ("Association")  
**RE:** Recently Recorded Amendment to Declaration  
**DATE:** July 10, 2024

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Dear Providence Place Homeowners,

The Board of Directors has recently approved an amendment the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Providence Place ("Declaration") to adopt the Georgia Property Owners' Association Act ("POAA") and bring the Declaration into compliance with the POAA. Section 12.6 of the Declaration permits the Board to amend the Declaration without a vote of the members for the specific purpose of adopting the POAA. The amendment was recorded in the Fulton County land records and became effective on July 8, 2024. A copy of the amendment is available on the Association's portal at [www.providenceplacehoa.com](http://www.providenceplacehoa.com) under Community Documents.

The main benefits of the POAA include the following:

- Establishing an automatic statutory lien for unpaid assessments and other charges.
- Providing statutory support for the Association's ability to (i) charge late fees and interest for delinquent assessments, and (ii) collect actual attorneys' fees reasonably incurred by the Association if the Association incurs costs collecting unpaid amounts, improving the Association's ability to be made whole when it must take legal action to collect unpaid assessments.
- Providing statutory support for the Association's authority to assess fines against violators and to suspend violators' use of Common Property to enforce compliance with the covenants, rules and restrictions of the community.
- Giving the Association the right to foreclose its assessment lien, subject to a few specific superior encumbrances. This prevents the Association from being strung along by "judgment-proof" Owners the Association cannot otherwise collect from, and will frequently help the Association recover debts owed.
- Allowing the Association to levy specific assessments against Owners to collect a common expense benefiting less than all of the Lots or required based upon the conduct of an Owner of a particular Lot. For example, if an Owner damages the Common Property, the Association may assess the repair costs against that Owner.
- Giving the Association the ability to amend the Declaration to adopt new use restrictions and ensure that those restrictions are enforceable against all Units in Providence Place. The POAA permits the Association, with the approval of 2/3 of the Owners, to have the ability to update the Declaration from time to time to address new issues that may arise and know that all Owners will have to comply with those changes.

The Board believes that adopting the POAA will greatly benefit and strengthen the Providence Place community. If you have any questions, please do not hesitate to reach out to a Board member or our Association Management.

Sincerely,

Board of Directors,  
Providence Place Homeowners Association, Inc.

Please return the recorded instrument to:  
Kyle P. Shaughnessy  
Winter Capriola Zenner, LLC  
3490 Piedmont Road, N.E.  
Suite 800  
Atlanta, Georgia 30305

Cross Reference: Deed Book 38122  
Page 67

**AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR PROVIDENCE PLACE AND TO THE BYLAWS OF PROVIDENCE PLACE  
HOMEOWNERS ASSOCIATION, INC.**

This Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Providence Place and to the Bylaws of Providence Place Homeowners Association, Inc. (hereinafter, the "Amendment") is made and entered into as of the 2nd day of July, 2024 by Providence Place Homeowners Association, Inc., a Georgia nonprofit corporation (hereinafter, the "Association").

**WITNESSETH:**

**WHEREAS**, that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Providence Place was executed by Patrick Malloy Communities, LLC, a Georgia limited liability company (hereinafter, the "Declarant") and recorded on July 29, 2004, in Deed Book 38122, Page 67, *et seq.*, of the Fulton County, Georgia records (hereinafter, as supplemented and/or hereafter amended, the "Declaration"); and

**WHEREAS**, Providence Place Homeowners Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration; and

**WHEREAS**, Bylaws of Providence Place Homeowners Association, Inc. (the "Bylaws") are attached to and recorded with the Declaration as Exhibit "C"; and

**WHEREAS**, pursuant to Article 12, Section 12.6 of the Declaration, the Declaration may be amended by the Board of Directors, with the written consent of the Declarant, and without a vote

**THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET. SEQ.**

of the members, to elect to be governed by and thereafter comply with the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; and

**WHEREAS**, pursuant to Article 6, Section 6.4 of the Bylaws, said Bylaws may amended by the Board of Directors, with the consent of the Declarant, if such amendment is necessary to comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; and

**WHEREAS**, the Declarant no longer has the right to take, approve or consent to actions under the Declaration; and

**WHEREAS**, this Amendment has been approved by the Board of Directors, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

1. Article 1 of the Declaration is amended by adding the following Section 1.16 at the end thereof:

"1.16 "Act" shall mean and refer to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*, as the same may be amended from time to time."

2. Article 4 of the Declaration is amended by deleting Section 4.2 thereof in its entirety and substituting the following Section 4.2 in its place:

"4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific assessments. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due, or such higher amount as may be permitted by the Act), interest (at a rate of ten percent (10%) per annum on the principal amount due, or such higher amount as may be permitted by the Act), and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time such sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Unit against which each assessment is made.

The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required. The lien provided for herein shall be prior and superior to all other liens whatsoever except: (i) liens for ad



valorem taxes on the Unit; (ii) the lien of any first priority mortgage covering the Unit and the lien of any mortgage recorded prior to the recording of the Declaration; or (iii) the lien of any secondary purchase money mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Unit. Each assessment, together with such late charges, interest and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Unit at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Unit, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, that if the grantor or grantee shall request a statement from the Association as provided in Section 4.11 hereof, such grantee and his or her successors, successors in title and assigns shall not be liable for any unpaid assessment in respect to such Unit in excess of any amount set forth in the statement. Notwithstanding the foregoing, in the event that the holder of a first priority mortgage or secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Unit), or in the event that any other person acquires title to any Unit as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors in title and assigns shall not be liable for, nor shall the Unit be subject to any lien for, any assessments or charges hereunder chargeable to the Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectible from all of the Unit Owners, including such holder or other person and his or its successors, successors in title and assigns.

No Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use and enjoyment of his or her Unit or any part of the Common Property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then late charges, then to interest and then to delinquent assessments."

3. Article 4 of the Declaration is further amended by deleting Section 4.5 thereof in its entirety and substituting the following Section 4.5 in its place:

"4.5 Specific Assessments. The Board shall have the power to levy specific assessments as hereinafter provided. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors, and shall not constitute a waiver of the

Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to the Bylaws and this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible under this Declaration shall be specific assessments. The Board may also specifically assess Units for the following Association expenses, except for expenses incurred for maintenance and repair of items that are the maintenance responsibility of the Association, as provided herein:

(a) Any common expenses of the Association benefiting less than all of the Units may be specifically assessed equitably among all of the Units so benefited, as determined by the Board;

(b) Any common expenses of the Association occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units may be specifically assessed against the Unit or Units, the conduct of any Occupant, licensee or invitee of which occasioned any such common expenses; and

(c) Any common expenses of the Association significantly disproportionately benefiting all of the Units shall be assessed equitably among all of the Units in the Community as determined by the Board.

A specific assessment assessed hereunder shall be and become a lien against such Unit(s) and the personal obligation of the owner(s) thereof. A specific assessment may be collected in the same manner as the annual assessment assessed hereunder."

4. Article 4 of the Declaration is further amended by deleting Section 4.7 thereof in its entirety and substituting the following Section 4.7 in its place:

"4.7 Non-Payment of Assessments; Remedies of the Association. If any assessment, fine or other charge is not paid within ten (10) days after the due date, the personal obligation of the Unit Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment (or such higher amount as may be permitted by the Act); (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, or other charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied.

If any delinquent assessment installment, fine or other charge is not paid within thirty (30) days after written notice is given to the Unit Owner to make such payment, proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the Unit Owner both at the address of the Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property; provided, however, no foreclosure action shall be permitted unless the amount of the lien is at least \$2,000.00 or such other amount specified in the Act. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Unit Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Unit Owner is personally obligated pursuant to the terms hereof. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and the right to receive and enjoy such services and other benefits as may then be provided by the Association; provided, however, that no such suspension shall deny any Owner or Occupant access to the Unit owned or occupied. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Unit in favor of the Association."

5. Article 4 of the Declaration is further amended by deleting Section 4.11 thereof in its entirety and substituting the following Section 4.11 in its place:

"4.11 Statement from Association. Any Unit Owner, Mortgagee of a Unit, person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Unit shall be entitled upon request to receive a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against that Unit. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish a statement regarding amounts due and payable at the expiration of such five-day period with respect to the Unit involved to such address as may be specified in the written request therefor shall cause the lien for assessments created hereunder to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case

may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Unit Owner. The Association may require payment of a \$10.00 fee (or such greater amount as may be permitted by law) as a prerequisite to the issuance of each such statement, and the payment of the fee shall accompany any such request.”

6. Article 12 of the Declaration is further amended by deleting Section 12.2 thereof in its entirety and substituting the following Section 12.2 in its place:

“12.2 Duration. The provisions of this Declaration shall have perpetual duration and shall forever run with and bind the Community.”

7. Article 12 of the Declaration is further amended by adding the following Section 12.20 at the end thereof:

“12.20 Submission to Georgia Property Owners’ Association Act. The Community, all Units, and all Owners and Occupants of Units shall be subject to and governed by the Georgia Property Owners’ Association Act set forth in Article VI of Chapter 3 of Title 44 of the Official Code of Georgia Annotated, as the same now exists or may be amended from time to time.”

8. Article 2 of the Bylaws is amended by deleting Section 2.5 thereof in its entirety and substituting the following Section 2.5 in its place:

“2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or otherwise cause to be delivered to the Owner of each Unit (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the time and place where it is to be held and, for any special meeting, the purpose of such meeting. Notices shall be given to each Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or by electronic transmission to all Owners of record at such address or addresses as designated by such Unit Owners or, if no other address has been so designated, at the address of their respective Units. If an Owner wishes notice to be given at an address other than his or her Unit, such Owners shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.”

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

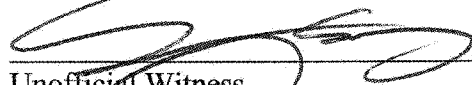
10. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity of any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable.


12. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration or Bylaws of the Association, the terms of this Amendment shall control. Except as amended hereby, the Declaration and the Bylaws respectively, as previously amended, shall remain in full force and effect. This Amendment shall be effective upon recording in the Public Records of Fulton County, Georgia.


**IN WITNESS WHEREOF**, the Association, by and through its authorized officers, has executed this Amendment on the date and year first above written.


**PROVIDENCE PLACE HOMEOWNERS  
ASSOCIATION, INC.**, a Georgia nonprofit  
corporation

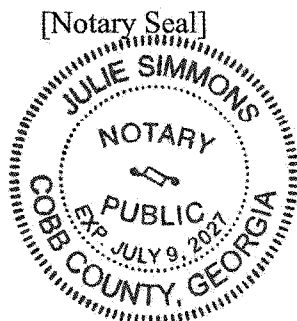
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

By:   
Print Name: ALBERTA SHARPER  
President

  
Notary Public  
My Commission Expires: 07/09/2027

Attest:   
Print Name: Tisha Winslow  
Vice President





**EXHIBIT "A"**

**Certification of Approval**

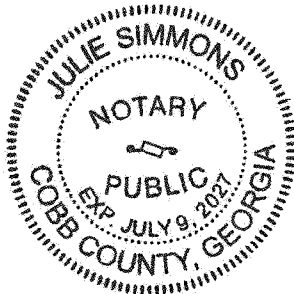
The undersigned officers of Providence Place Homeowners Association, Inc. hereby swear under oath that the above Amendment was lawfully approved by the Board of Directors and that any notices required under the Declaration, Bylaws, and the Georgia Property Owners' Association Act were properly given.

Sworn to and subscribed before me  
this 7<sup>th</sup> day of July, 2024.

  
Notary Public

My Commission Expires: 07/09/2027

[NOTARY SEAL]



By: Alberta Sharper

Print Name: ALBERTA SHARPER  
President

Attest: Tisha Winslow

Print Name: Tisha Winslow  
Vice President

[CORPORATE SEAL]



# Providence Place HOA, Inc.

Your Community, Our Commitment

I \_\_\_\_\_, owner of 2555 Flat

Shoals Road Unit \_\_\_\_\_ Atlanta, Georgia 30349, confirm that I have received the New

Owner Packet which included the following documents:

- The Electronic Access Form
- The Homeowner Occupancy Affidavit
- Dunlap & Gardiner Family Exception Rule regarding Leasing
- Frequently Asked Questions
- Open Board Meeting Notice
- Copy of POA Amendment & Letter

I also confirm that I will review the governing documents of the community, in its entirety, within the next 60 days and know that I can find those documents on the Communities website [www.providenceplacehoa.com](http://www.providenceplacehoa.com) under the Community Documents Section and that a copy has been provided to me via email.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address