

RETURN TO:  
McCorkle & Johnson, LLP  
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Savannah, Georgia 31401  
Attn: Colby E. Longley

PLEASE CROSS REFERENCE:  
Deed Book 219-M, Page 552  
Chatham County, Georgia records

**STATE OF GEORGIA        )**

**COUNTY OF CHATHAM    )**

**First Amendment to the Declaration of Condominium**  
**Montgomery House**

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR MONTGOMERY HOUSE, is made this \_\_\_\_ day of \_\_\_\_\_, 2017 (this “First Amendment”) by the owners of Units within Montgomery House, a condominium (“Montgomery House”) and MONTGOMERY HOUSE CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation (the “Association”)

WHEREAS, Henry Eugene Smith, submitted certain real property and all improvements thereon, to the provisions of the Georgia Condominium Act, O.C.G.A. § 44-3-70 et seq., pursuant to that certain Declaration of Condominium for Montgomery House, recorded on March 5, 2001, in Deed Book 219-M, Page 552, Chatham County, Georgia records (as amended from time to time, the “Declaration”);

WHEREAS, the Declaration provides for amendment by the affirmative vote of not less than two-thirds ( $\frac{2}{3}$ ) of the total authorized votes within the Association;

WHEREAS, Members of the Association are comprised of Owners of Units within the Condominium; and,

WHEREAS, at least two-thirds ( $\frac{2}{3}$ ) of the Owners desire to amend the Declaration and have approved this First Amendment thereto as reflected by the Secretary’s Certificate attached hereto as Exhibit “A” and incorporated herein by this reference.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, and the benefits to be derived by the Members of the Association and all current and subsequent

Owners of Unites in Montgomery House, the Owners and the Association hereby amend the Declaration as follows:

1. The last sentence of Article VIII, Section A, is hereby amended by inserting the words “for a period of not less than nine (9) months” at the end of the sentence.

2. Article VIII of the Declaration is hereby further amended by inserting the following Section I:

“**I. LEASING OF UNITS:** Leasing or renting of Units within the Condominiums shall be subject to the following provisions:

(1) General.

(a) Any Owner leasing his or her Unit must make available to the tenant/occupant copies of the Declaration, Bylaws, and the rules and regulations.

(b) A copy of each Lease must be provided to the Board of Directors within seven (7) days of being signed.

(c) “Leasing,” for purposes of this Declaration, means regular, exclusive occupancy of a Unit by any person or persons other than the Owner (the “Tenant”) for which the Owner or any owner, member, officer, shareholder, manager, director, employee or relative of the Owner, receives any consideration or benefit, including, but not limited to, rent, income, a fee, service, gratuity, or emolument.

(2) Lease Term. Nightly, weekly or monthly rentals of Units for periods of less than nine (9) months, including, without limitation, “short term vacation rentals” are strictly prohibited.

(3) Provisions Incorporated by Reference. Any lease or occupancy agreement for a Unit at Montgomery House, a Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease or occupancy agreement of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

(a) Liability for Fines and Other Charges. Lessee agrees to be jointly and severally liable with the Owner for payment of all fees, fines, and other charges which become due as a consequence of lessee’s activities, including, but not limited to, activities which violate provisions of the Declaration, Bylaws, or the rules and regulations.

(b) Financial Obligation to Association. Upon the failure of the Owner to pay any assessments, fees, fines, or other charges due to the Association

under the Declaration, lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to the Owner under the lease until such delinquency is satisfied. All such payments made by lessee to the Association shall reduce, by the same amount, lessee's obligation to make monthly (or a lesser time period as the case may be) rental payments to the Owner. It shall be the responsibility of the Association and not of the lessee to account to the Owner for funds actually received by the Association from the lessee.

(c) Compliance With Declaration, Bylaws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations. Any violation by lessee of the Declaration, Bylaws, or rules and regulations is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and rules and regulations, including but not limited to, the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with Georgia law and the terms hereof. In the event that the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(d) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

4. Use of Common Elements. Common Elements may only be used by Owners and guests of an Owner so long as the guests are accompanied by the Owner. By leasing a Unit, the Owner of such Unit thereby transfers and assigns to the lessee, for the term of the Lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium.”

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Association has caused its duly authorized officers to execute this First Amendment as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ASSOCIATION:

MONTGOMERY HOUSE CONDOMINIUM  
ASSOCIATION, INC.,  
a Georgia non-profit corporation

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Its: Secretary

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Corporate Seal]

[Notary Seal]

**EXHIBIT "A"**

**SECRETARY'S CERTIFICATION**

I, \_\_\_\_\_, the undersigned duly authorized Secretary of Montgomery House Condominium Association, Inc., a Georgia non-profit corporation (the "Association"), do hereby certify that this First Amendment to the Declaration of Condominium For Montgomery House was duly approved as of \_\_\_\_\_ by Members of the Association holding at least two-thirds ( $\frac{2}{3}$ ) of the authorized votes within the Association.

This \_\_\_\_ day of \_\_\_\_\_, 2017.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2017, in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

[NOTARY SEAL]