

RETURN TO:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Attn: Robert L. McCorkle, III, Esq.

PLEASE CROSS REFERENCE:
Deed Book 331-P, Page 123
Chatham County, Georgia records

STATE OF GEORGIA)

COUNTY OF CHATHAM)

**First Amendment to the Declaration of Condominium
newwalk ARWOOD, a Condominium**

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR newwalk ARWOOD, is made this _____ day of March, 2018 (this “First Amendment”) by the owners of Units within newwalk ARWOOD, a Condominium (“newwalk ARWOOD”) and newwalk ARWOOD CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation (the “Association”)

WHEREAS, 805 Whitaker Street, LLC, a Georgia limited liability company, 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 newwalk ARWOOD, recorded on September 11, 2007, in Deed Book 331-P, Page 123, 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 sixty-seven percent (67%) of the total authorized votes within the Association;

WHEREAS, at least sixty-seven percent (67%) of the Unit Owners desire to amend the Declaration.

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 Unit Owners in newwalk ARWOOD, the Unit Owners and the Association hereby amend the Declaration as follows:

1. The following sentence is inserted after the first sentence of Article 16, Section (a): “Smoking is prohibited in the Building, including all Units as well as Common Elements and

Limited Common Elements, with the exception of Unit balconies, decks and porches. Smoking is permitted on the Common Elements outside the Building itself.”

2. Article 16, Section (n) is deleted and the following is inserted therein:

“(n) Use and Leasing: Leasing or renting of Units within the Condominium shall be subject to the following provisions:

(1) General.

(a) Any Unit 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. A Unit may only be leased or rented once during any consecutive nine (9) month period. Additionally, rentals of Units for periods of less than three (3) months, including, without limitation, nightly, weekly or “short term vacation” rentals, are strictly prohibited. By way of example, an Owner who rents his Unit for a period of six (6) months from January through June, cannot rent his Unit again until October of that year.

(3) Provisions Incorporated by Reference. Any lease or occupancy agreement for a Unit at newwalk ARWOOD, a Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Unit 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 Tenant, 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. Tenant agrees to be jointly and severally liable with the Unit Owner for payment of all fees, fines, and other charges which become due as a consequence of Tenant’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 Unit Owner to pay any assessments, fees, fines, or other charges due to the

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

(c) Compliance with Declaration, Bylaws, and Rules and Regulations. Tenant agrees to abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations. Any violation by Tenant of the Declaration, Bylaws, or rules and regulations is deemed to be a violation of the terms of the Lease and authorizes the Unit Owner to terminate the Lease without liability and to evict the Tenant in accordance with Georgia law. The Unit Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Tenant 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 Tenant on behalf and for the benefit of the Unit 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 Unit Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Unit 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 Unit Owners and guests of Unit Owners so long as the guests are accompanied by the Unit Owner. By leasing a Unit, the Unit Owner of such Unit thereby transfers and assigns to the Tenant, for the term of the Lease, any and all rights and privileges that the Unit 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 March, 2018.

ASSOCIATION:

newwalk ARWOOD CONDOMINIUM
ASSOCIATION, INC.,
a Georgia non-profit corporation

Signed, sealed and delivered

By:

in the presence of:

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 newwalk ARWOOD Condominium Association, Inc., a Georgia non-profit corporation (the "Association"), do hereby certify that this First Amendment to the Declaration of Condominium For newwalk ARWOOD was duly approved as of March __, 2018, by Members of the Association holding at least sixty-seven percent (67%) of the authorized votes within the Association.

This ____ day of _____, 2018.

Signed, sealed and delivered
this ____ day of _____,
2017, in the presence of:

Unofficial Witness

Printed Name:

Notary Public

My Commission Expires:

[NOTARY SEAL]