

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 12/30/2019 11:15:00 AM  
Fee Amt: \$18.00 Page 1 of 5  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID: 9176589414

**BK 1810 PG 22 - 26**

RETURN TO:  
Colby E. Longley, Esq.  
McCorkle & Johnson, LLP  
319 Tattnall Street  
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:  
Deed Book 192-M, Page 622  
Chatham County, Georgia records

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
TELFAIR PLACE, A CONDOMINIUM  
Chatham County, Georgia**

**THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR TELFAIR PLACE, A CONDOMINIUM**, Chatham County, Georgia (this "Amendment"), made this 9 day of December, 2019 by TELFAIR PLACE OWNERS ASSOCIATION, INC., a Georgia non-profit corporation (the "Association")

**WHEREAS**, 121 West Broughton, L.L.C., submitted certain real property to the provisions of the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 *et seq.*; pursuant to that certain Declaration of Condominium of Telfair Place, a Condominium, dated April 9, 1998, and recorded at Deed Book 192-M, page 622, Chatham County, Georgia records (the "Declaration");

**WHEREAS**, the Owners of Units located on the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and Penthouse floors of the Building, which are being used for residential purposes, are allowed to rent their Units on a short term basis, as further described herein;

**WHEREAS**, the Association desires to amend the Declaration, pursuant to Section 25 to clarify and provide a framework for renting units on a short term basis; and

**WHEREAS**, this Amendment has been approved by more than eighty percent (80%) of the owners of the common area of the Condominium.

**NOW THEREFORE**, for and in consideration of One Dollar (\$1.00) in hand paid, the above listed recitals, and the benefits to be derived by the members of the Association and each and every subsequent Unit Owner of any Unit located within Telfair Place, the Association hereby amends the Declaration as follows:

1. The following section is added after Section 22 "Miscellaneous":

## “23. Leasing of Units

(a) Limitations on Leasing. The board shall have the ability to pass reasonable rules and regulations governing the use of Units, and to enforce reasonable fines for any violations thereof. Rules and regulations must be distributed to the Owners upon adoption and will become effective thirty (30) days after distribution. Limitations on the right of any Owner to Lease his or her Unit shall be subject to any and all additional rules or regulations which the board may adopt in its discretion, as well as the terms and conditions contained herein.

(b) Leasing Provisions. Such leasing as is permitted by this Section of the Declaration shall be governed by the following provisions:

(i) General. Any Owner leasing his or her Unit must make available to the tenant/occupant copies of the Declaration, Bylaws, and the rules and regulations. Any lease lasting for a term of six (6) months or more must, upon request, be provided to the Board of Directors within fourteen (14) days. Any Unit Owner that intends to lease their Unit for a term shorter than six (6) months must hire a professional manager or management company, licensed as a property manager by the State of Georgia, or be managed by the Owner of the Unit so long as a local agent is available by phone or in person within a reasonable timeframe, as determined by the board. The Owner must provide the name and contact information of the person or agency in charge of rental and management of the Unit to the Board of Directors.

(ii) Vacation Rentals (Short Term Rentals). Nightly, weekly or monthly vacation rentals of Units is expressly permitted for any Unit being used for residential purposes only. Owners who intend to rent their Unit on a short term basis must obtain all necessary licensing and permits required by, and be in compliance with, all local ordinances and state laws. Owners who intend to list their Unit as a vacation rental must obtain a professionally licensed property manager and must provide contact information of the property manager and/or property management company to the Association, or be managed by the Owner, so long as a local agent is available by phone or in person within a reasonable time frame, and provides contact information of the Owner or local agent. The Association may disallow short term rental of a Unit if an Owner and/or its occupants violate the Declaration, Bylaws, rules and regulations, or does not maintain current licenses and permits as required under local ordinance and state law.

(iii) Provisions Incorporated by Reference. Any lease or occupancy agreement for a Telfair Place, 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 or occupancy agreement at the next available opportunity after approval 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:

(I) 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.

(II) 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.

(III) 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.

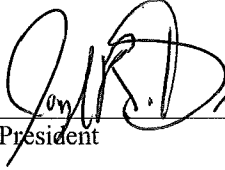
(IV) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(c) Use of Common Elements. 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.”

**IN WITNESS WHEREOF**, the Association, has caused its duly authorized officers to execute this First Amendment to the Declaration as of the 16<sup>th</sup> day of December, 2019.

ASSOCIATION:

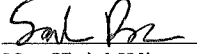
TELFAIR PLACE CONDOMINIUM ASSOCIATION,  
INC., a Georgia non-profit corporation

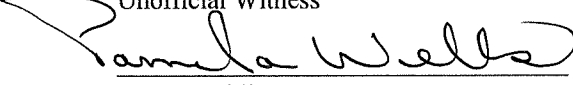
By:  Joseph R. Davis  
Its: President

ATTEST:

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

Signed, sealed and delivered  
in the presence of:

 Sarah Davis  
Unofficial Witness

  
Notary Public  
My Commission Expires: 12-17-2019

[Notary Seal]

[Corporate Seal]

**PAMELA WELLS**  
Notary Public  
Cabarrus Co., North Carolina  
My Commission Expires Dec. 17, 2019

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(c) Use of Common Elements. 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.”

**IN WITNESS WHEREOF**, the Association, has caused its duly authorized officers to execute this First Amendment to the Declaration as of the 9 day of December, 2019.

ASSOCIATION:

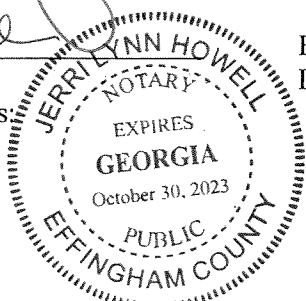
TELFAIR PLACE CONDOMINIUM ASSOCIATION,  
INC., a Georgia non-profit corporation

Signed, sealed and delivered  
in the presence of:

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

*Jeri Howell*  
Notary Public  
My Commission Expires:

[Notary Seal]



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

ATTEST:

By: *J. Howell*  
Its: Secretary

[Corporate Seal]

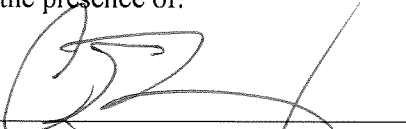
EXHIBIT "A"

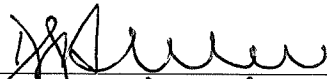
SECRETARY'S CERTIFICATION

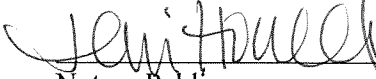
I, Donald Alexander, the undersigned duly authorized Secretary of Telfair Place Condominium Association, Inc., a Georgia non-profit corporation (the "Association"), does hereby certify that this Amendment to the Declaration of Condominium for Telfair Place was duly approved as of November 15, 2019, by Members of the Association holding at least eighty percent (80%) of the Association voting power.

This 9 day of DECEMBER, 2019.

Signed, sealed and delivered  
this 9<sup>th</sup> day of December, 2019,  
in the presence of:

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

  
\_\_\_\_\_  
Printed Name: D.S. ALEXANDER

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

[NOTARY SEAL]

