

Return to: McCorkle & Johnson, LLP
319 Tattnall St., Savannah, GA 31401

STATE OF GEORGIA |
|
COUNTY OF CHATHAM |

NOTE TO CLERK:
Cross Reference Deed Book
319-E, page 86, Chatham
County, Georgia Records

**First Amendment to the Amended and Restated
Declaration of Condominium
for 5 & 15 West Broughton Street, A Condominium**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR 5 & 15 WEST BROUGHTON STREET, A CONDOMINIUM, Savannah, Chatham County, Georgia, made this 28th day of February, 2015 by the Unit Owners of 5 & 15 West Broughton Street Condominium, and 5 & 15 WEST BROUGHTON STREET CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation (the "Association")

WHEREAS, Trojan Horse of Savannah, LLC ("Original Declarant") submitted all that certain tract or parcel of land described in Exhibit "A" attached to the Amended and Restated Declaration of Condominium for 5 & 15 Broughton Street, A Condominium and incorporated herein by this reference, 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 5 & 15 West Broughton Street, A Condominium, recorded on January 5, 2007, at Deed Book 319-E, Page 86, Chatham County, Georgia records ("Original Declaration");



WHEREAS, Original Declarant conveyed Unit A to Savannah Capital, LLC, and conveyed Units B and C to 5 & 15 West Broughton, LLC, thereby making Savannah Capital, LLC and 5 & 15 West Broughton, LLC the fee simple owners of all the units comprising 5 & 15 West Broughton Street Condominium;

WHEREAS, Savannah Capital, LLC, and 5 & 15 West Broughton, LLC, amended and restated the Original Declaration in its entirety by recording the Amended and Restated Declaration of Condominium for 5 & 15 West Broughton Street, A Condominium, at Deed Book 335-T, Page 145, Chatham County, Georgia records ("Amended and Restated Declaration"); and

WHEREAS, Article IX, Section 7 of the Amended and Restated Declaration provides that it may be amended in accordance with O.C.G.A. § 44-3-93, which allows for amendment by agreement of Unit owners of Units to which two-thirds of the votes in the Association pertain, and

WHEREAS, at least two-thirds of the Unit owners desire to amend the Amended and Restated Declaration in order to change the name of the Association and replace the leasing provision, 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, the Amended and Restated Declaration, is hereby amended as follows:

1. The name of the Condominium is hereby changed to "The Grant, A Condominium" Accordingly, all references to "5 & 15 West Broughton Street, A Condominium" contained in the Condominium Instruments, including the Plats, Plans, Supplemental Plans, the Amended and Restated Declaration, and Bylaws are deleted in their entirety and replaced by "The Grant, a Condominium." 
2. The name of the Association is hereby changed to "The Grant Condominium Association, Inc." Accordingly, all references to "5 & 15 West Broughton, a Condominium Association, Inc." contained in the Condominium Instruments, including the Plats, Plans, Supplemental Plans, the Amended and Restated Declaration, and Bylaws are deleted in their entirety and replaced by "The Grant Condominium Association, Inc." 
3. Article III, Section 2 is deleted and the following substituted in its place:

"Section 2. Leases

(i) Limitations on Leasing. Limitations on the right of any Owner to Lease his Unit shall be subject to any additional rules or regulations approved by the Board of Directors.

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

(A) General. There shall be no lease term shorter than two (2) days. The use of the Units for nightly, weekly or monthly vacation rentals is expressly permitted. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations. Any lease lasting for a term of three (3) months or more must be provided to the Board of Directors. Any Unit Owner that intends to lease their Unit for a term shorter than three (3) months 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.

(B) Provisions Incorporated by Reference. Any Lease agreement for a Unit at 5 & 15 West Broughton Street Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease 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:

(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 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. 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 in accordance with the provisions of Article IV, Section 6, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(IV) Association as Third Party

Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(iii) 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 parking spaces, recreational facilities, and other amenities that are a part of the Common Elements. During the term of such Lease, the Owner shall not be entitled to use and enjoyment of the Parking Spaces, recreational facilities, and other amenities that are a part of the Common Elements. This Section shall not apply to any Owner who resides in the Unit during the term of the Lease."

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Association, has caused its duly authorized officers to execute this Declaration as of the 26th day of February, 2015.

ASSOCIATION:

5 & 15 WEST BROUGHTON STREET
CONDOMINIUM ASSOCIATION, INC., a
Georgia non-profit corporation

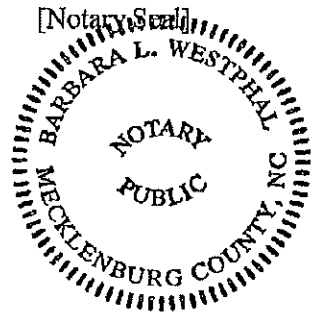
By: *Dane Saffin*
Its: President

Signed, sealed and delivered
in the presence of:
Jennifer Collins
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:
[Notary Seal] 

Sherry Cole
Unofficial Witness

Barbara L. Westphal
Notary Public
My Commission Expires: February 4, 2017

[Notary Seal] 

ATTEST:
By: *[Signature]*
Its: Secretary

[Corporate Seal]

Exhibit "A"
SECRETARY'S CERTIFICATION

I, Lat H. Purser, the undersigned duly authorized Secretary of 5 & 15 West Broughton Street Condominium Association, Inc., a Georgia non-profit corporation (the "Association"), do hereby certify that this First Amendment to the Amended and Restated Declaration of Condominium for 5 & 15 West Broughton Street Condominium was duly approved as of February 20, 2015 by Members of the Association holding at least two-thirds (2/3rds) of the total eligible Association vote.

This 26th day of February, 2015.

Signed, sealed and delivered
this 26th day of February,
2015, in the presence of:

Sherry Cole

Unofficial Witness

Lat H. Purser

Printed Name:

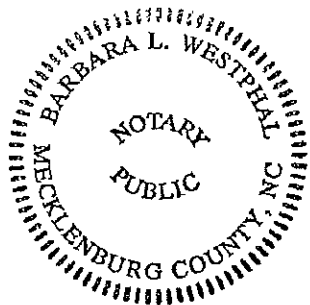
Barbara L. Westphal

Notary Public

My Commission Expires: February 4, 2017

[NOTARY SEAL]

1



STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF NAME CHANGE

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

5 & 15 WEST BROUGHTON STREET, A CONDOMINIUM ASSOCIATION, INC.

Name Changed To

THE GRANT CONDOMINIUM ASSOCIATION, INC.

is hereby issued a CERTIFICATE OF NAME CHANGE under the laws of the State of Georgia on March 06, 2015 by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on April 06, 2015



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

**ARTICLES OF AMENDMENT
OF
5 & 15 WEST BROUGHTON STREET, A CONDOMINIUM ASSOCIATION, INC.**

Pursuant to O.C.G.A. § 14-3-1005, 5 & 15 West Broughton Street, a Condominium Association, Inc., a Georgia non-profit corporation, hereby submits the following Articles of Amendment:

ARTICLE I.

The name of the corporation is "5 & 15 West Broughton Street, a Condominium Association, Inc."

ARTICLE II.

Article I of the Articles of Incorporation is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The name of the Corporation is "The Grant Condominium Association, Inc."

ARTICLE III.

All references to "5 & 15 West Broughton Street, a Condominium Association, Inc." are hereby deleted and replaced by "The Grant Condominium Association, Inc."

ARTICLE IV.

All references to "5 & 15 West Broughton Street, a Condominium Association, Inc." are hereby deleted and replaced with "The Grant, a Condominium".

ARTICLE V.

This Amendment was duly adopted on February 20, 2015.

ARTICLE VI.

The foregoing Amendment was adopted by the Board of Directors and Shareholder action was not required.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment as of February 26, 2015.

5 & 15 WEST BROUGHTON STREET, A CONDOMINIUM
ASSOCIATION, INC., a Georgia non-profit
corporation

By: Jane Saft
Its: President

Attest: [Signature]
Its: Secretary

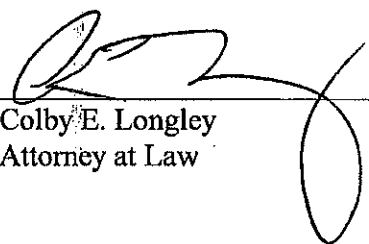
[Corporate Seal]

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ACCOUNTING

CERTIFICATE OF PUBLICATION

I, Colby E. Longley, hereby certify that the request for publication of a Notice of Intent to file the Articles of Amendment of "5 & 15 West Broughton Street, a Condominium Association, Inc." changing its name to "The Grant Condominium Association, Inc." was made to the Savannah News Press along with a check for \$45.00 to cover costs of publication as required by O.C.G.A. § 15-2-201.1(b).

On March 2nd, 2015.



Colby E. Longley
Attorney at Law

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2015 MAR -6 AM 12:00