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FILED  
CLAYTON CO., GA  
2007 APR 20 PM 2:42  
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CLERK SUPERIOR COURT  
20487

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STATE OF GEORGIA

Reference: Deed Book 1792  
Page 143

COUNTY OF CLAYTON

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM FOR YORKTOWNE CONDOMINIUM**

This AMENDMENT is made to the Amended and Restated Declaration of Condominium for Yorktowne Condominium by the Yorktowne Condominium Association, Inc.

**WITNESSETH**

**WHEREAS**, a certain Amended and Restated Declaration of Condominium for Yorktowne Condominium was recorded in Deed Book 1792, Page 143, et seq., Clayton County, Georgia Records on May 14, 1992, (hereinafter sometimes referred to as the "Declaration"); and

**WHEREAS**, in accordance with the terms of the Declaration, the Declaration may be amended by the agreement of Unit Owners to which three-fourths (3/4) of the votes in the Association appertain; and

**WHEREAS**, Unit Owners holding three-fourths (3/4) of the votes in the Association have agreed to approve this Amendment to the Declaration;:

**NOW, THEREFORE**, the Amended and Restated Declaration of Condominium for Yorktowne Condominium is hereby amended as follows:

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1.

**Article VII of the Declaration is hereby amended by adding the following Section 7.7 to the end thereto:**

7.7 Suspension of Utilities.

(a) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act, the By-Laws and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which are a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

(b) Notwithstanding the above, the Board may only suspend any utility or service paid for as a Common Expense but only after a final judgment or judgments in excess of a total of Seven Hundred Fifty and No/100 Dollars (\$750.00), or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of Georgia law. A Unit Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. § 16-8-5. The utility or service shall not be required to be restored until all judgments are paid in full, at which time the Association shall direct the utility or service provider to restore the utility or service. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(c) If partial payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expense, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. **Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.**

2.

**Article V of the Declaration is hereby amended by adding the following Section 5.14 to the end thereto:**

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5.14 Leasing.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Section.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing hereunder. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an Officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Unit for purposes of this Section. Such person's designation as an Owner of such Unit pursuant to this Section shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Unit.

(b) Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(1) Notice. All leases shall be in writing. Within 10 days after executing a lease for a Unit, the Owner shall provide the Board with: (1) a copy of the executed lease; (2) the names, phone numbers, work locations and work phone numbers of the tenants and all other Occupants of the Unit; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board.

(2) Lease Terms. Units may be leased only in their entirety; no rooms or fractions of Units may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval.

(3) Liability for Assessments; Compliance. The Owner must provide the tenant copies of the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association rules.

The following provisions are incorporated into each lease of any Unit, whether or not expressly stated therein:

BK09089PG171

(A) Compliance with Association's Governing Documents and Rules. All terms defined in the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules. The Owner and tenant also are responsible for violations by any Occupants and guests of the Unit; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules, or if the Owner, tenant, Occupant or guest violates the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules.

(B) Use of Common Elements. The Owner 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, including, but not limited to, the use of any and all recreational facilities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the tenant shall reduce, by the same amount, the

BK09089PG172

tenant's obligation to make monthly rental payments to the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(c) Enforcement. If a Unit is leased or occupied in violation of the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules, or if the Owner, Occupant or guest violates the Amended and Restated Declaration of Condominium for Yorktowne Condominium, By-Laws of Yorktowne Condominium Association, Inc. and the Association's rules, such violation is deemed to be a default under the terms of any lease or occupancy. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Occupants.

(d) Applicability of this Paragraph. This Paragraph shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

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This 4 day of April, 2008.

**YORKTOWNE CONDOMINIUM  
ASSOCIATION, INC.**

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

Attest: Matthew R. Walker  
Secretary

[SEAL]

Sworn to and subscribed  
before me this 4 day  
of April, 2008.

Barbara Napoli  
Witness

Nicola Rutland  
Notary Public

My Commission Expires: June 10, 2008

[NOTARY SEAL]

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