



Doc ID: 032533520006 Type: CND0  
 Recorded: 08/27/2020 at 03:52:31 PM  
 Fee Amt: \$25.00 Page 1 of 6  
 Chatham, Ga. Clerk Superior Court  
 Tammie Mosley Clerk Superior Court

BK **2042** PG **65-70**

RETURN TO:  
 McCorkle & Johnson, LLP  
 319 Tattnall Street  
 Savannah, Georgia 31401

PLEASE CROSS REFERENCE:  
 Deed Book 236-V, Page 250,  
 Deed Book 298-Q, Page 416,  
 Deed Book 323-Z, Page 272,  
 Chatham County, Georgia records

**THIRD AMENDMENT TO  
 DECLARATION OF CONDOMINIUM  
 FOR  
 BULL RIVER YACHT CLUB, A CONDOMINIUM  
 Chatham County, Georgia**

**THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR BULL RIVER YACHT CLUB, A Condominium, Chatham County, Georgia** (this "Amendment"), made this 21 day of August, 2020 by the Bull River Yacht Club Owners' Association, Inc., a Georgia non-profit corporation (the "Association")

**WHEREAS**, Bull River Yacht Club Associates, L.P., 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 for Bull River Yacht Club, a Condominium dated June 18, 2002, and recorded at Deed Book 236-V, page 250, Chatham County, Georgia records (as modified and amended from time to time, the "Declaration"),

**WHEREAS**, the Association desires to amend the Declaration to place certain restrictions on the leasing of Units within Bull River Yacht Club, pursuant to Article XIX thereof, as more particularly set forth herein, and

**WHEREAS**, owners comprising not less than three-fourths (3/4th) of the total authorized votes in the Association have voted in favor, and approved, this Third Amendment, as evidenced by the Secretary's Certificate attached hereto as Exhibit "A."

**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 owner of any property located within Bull River Yacht Club Condominium, the Association hereby amends the Declaration as follows:

1. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Declaration.

2. The following is inserted after Article VIII, Section H:

“ I. **LEASING**

(1) Definition. “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, 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) Leasing Program. In order to preserve the character of the Condominium as predominantly owned-occupied and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed in this Article. **Except as provided herein, the Leasing of Units shall be prohibited.**

(3) General. Owners who acquire title to a Unit within Bull River Yacht Club after the date this Third Amendment is recorded are prohibited from Leasing their Unit unless Owner obtains a Hardship Leasing Permit as provided for below. Owners who acquired title to their Units prior to the date this Third Amendment is recorded (“Grandfathered Owner”) may lease their Units, regardless of whether Owner obtains a Hardship Leasing Permit, and regardless of the number of leased Units. Grandfathered Owners are subject to all other terms and conditions contained herein. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors a “Hardship Leasing Permit,” or the Owner is a Grandfathered Owner or the Owner is the Association. An Owner meeting one or more of these requirements shall be hereafter referred to as a “Qualified Owner.” A Qualified Owner may lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit, to the extent applicable, and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. The Board of Directors may also establish a reasonable fee to offset the costs associated with administering the leasing program. All Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable. The Board of Directors shall have the ability to charge fines for any violation of this Article. Each day that the Owner leases his or her Unit in violation of this Article or in any way violates this Article, shall be a separate violation. Such fines can be charged to the Unit Owner or the Tenant, and said fines shall constitute a lien on the Unit pursuant to Article 10 hereof. Fines shall be determined in the sole discretion of the Board of Directors in accordance with Article 7 hereof.

(4) Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship

Leasing Permits in its sole discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner. "Hardships" as described herein may include, but not be limited to, the following situations: (1) a Unit Owner must relocate his or her residence outside of Chatham County and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit at a price at or above the least amount of debt secured by the Unit, over the preceding twelve (12) months, owed to non-related third parties; (2) where the Owner dies and the Unit is being administered by his or her estate; or (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit within one (1) year. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits.

(5) Lease Form. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease into compliance with the Declaration and any rules and regulations adopted pursuant hereto. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the names of the Tenant and all other people occupying the Unit. The Owner must provide the Tenant copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Board the right to approve or disapprove of a proposed Tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(6) Required Lease Terms. Each Owner covenants and agrees that any lease of a Unit shall comply with the following provisions or 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 existence of this covenant, and the Tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

- I. Units may be leased only in their entirety; no fraction or portion of a unit may be leased without prior written Board approval.
- II. There shall be no subleasing of Units or assignment of leases without prior written Board approval.
- III. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. All leases must be in writing, and month-to-month holdover tenancies are not permitted.
- IV. The lease must list all occupants and their relationship to Tenant, and shall provide that no other persons will occupy the Unit without Owner's consent.

- V. The Tenant shall comply with all provisions of the Declaration, Bylaws, and rules and regulations of Bull River Yacht Club Condominium and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants and guests of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants or guests, notwithstanding the fact that such occupants and guests of the Unit are fully liable and may be sanctioned for any such violation. If the Tenant, or a guest of the Tenant, violates the Declaration, Bylaws, and the rules and regulations for which a fine is imposed, notice of the violation shall be given to the Owner and the Tenant, and such fine may be assessed against the Tenant as if he were the Owner of the Unit as provided herein. If the fine is not paid by the Tenant within the time period set by the Board, the Board, in its sole discretion may demand that the Owner pay the fine upon notice from the Board of the Tenant's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.
- VI. Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the Tenant, or any guest of Tenant, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the Tenant 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 Tenant for breaches resulting from the violation of the Declaration, bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the Tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the Tenant, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.”

3. Except as amended by this Amendment, all terms and conditions of the Declaration shall remain in full force and effect. The undersigned hereby ratify, confirm and reaffirm the Declaration, as hereby modified and amended. In the event of a conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

**Signature Page Follows**

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year above first written.

Signed, sealed and delivered  
this 25 day of August,  
2020, in the presence of:

ASSOCIATION:

BULL RIVER YACHT CLUB OWNERS'

ASSOCIATION, INC.,  
a Georgia non-profit corporation

Stephanie B. Stevens  
Unofficial Witness

By: P. Anthony Tancino  
Its: President

Deana M. Shores  
Notary Public  
My Commission Expires:  
DEANA M. SHORES  
Notary Public Chatham Co. GA  
My Commission Expires Dec 29 2022

ATTEST:  
By: Ed J. Comber  
Its: Secretary  
[Seal]

**Exhibit "A"**  
**SECRETARY'S CERTIFICATION**

I, Eden F. Combes, the undersigned duly authorized Secretary of Bull River Yacht Club Owners' Association, Inc., a Georgia non-profit corporation (the "Association"), does hereby certify that this Amendment was duly approved on August 21, 2020 by members of the Association holding at least three-fourths (3/4ths) of the total eligible Association vote.

This 25 day of August, 2020

Signed, sealed and delivered  
this 25<sup>th</sup> day of August,  
2020, in the presence of:

Sydney B. Stinson  
Unofficial Witness

Eden F. Combes  
Printed Name: Eden F. Combes

Deana M. Shores  
Notary Public  
My Commission Expires:  
DEANA M. SHORES  
Notary Public Chatham Co. GA  
My Commission Expires Dec. 29, 2020