

SECOND AMENDMENT
to
DECLARATION OF CONDOMINIUM
for
BROCKINGTON SQUARE
A Condominium

THIS SECOND AMENDMENT is made and entered into this ___ day of ___ 2004, by **BROCKINGTON SQUARE, LLC**, a Georgia limited liability company (hereinafter the referred to as the "Declarant"), and **BROCKINGTON SQUARE CONDOMINIUM ASSOCIATION, INC.**, a Georgia corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Declarant entered into that Declaration of Condominium for Brockington Square, A Condominium, dated June 25th, 2001 and recorded Deed Book 228-B, page 463, Chatham County, Georgia records, as amended and supplemented (hereinafter referred to as the "Declaration");

WHEREAS, Declarant and the Association desire to amend the Declaration pursuant to Section XV thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the Association hereby amend the Declaration as follows:

1. ARTICLE XV, LEASING of the Declaration is deleted in *its* entirety and the following ARTICLE XV, LEASING is inserted in lieu thereof:

ARTICLE XV

LEASING

A. 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 receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

B. Leasing Program. In order to preserve the character of the Condominium as predominantly owner-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.

C. General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit 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. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners, but shall be transferable to successors in title to the same Unit.

D. Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current outstanding Leasing Permits have not been issued for more than twenty (20%) of the total number of Units in the Condominium, and the Owner is current on all Association dues, assessments and fines. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of a Unit Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued; (2) the failure of a Unit Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; (3) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit; or (4) the Owner is more than sixty (60) days delinquent on any Association dues, assessments or fines at a time when the Unit is not leased. If current Leasing Permits have been issued for more than twenty percent (20%) of the total number of Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls to or below twenty percent (20%) of the total number of Units in the Condominium. Owners who have been denied a Leasing Permits shall be automatically placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty percent (20%) or less of the total number of Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

E. Hardship Leasing Permits. If the failure to lease will result in a hardship, the 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 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. A "hardship" as described herein shall include, but not be limited to, the following situations: (1) a Unit Owner must relocate his or her residence outside Chatham County, Georgia and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

F. 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 name 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.

G. 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:

- (1) Units may be leased only in their entirety, no fraction or portion may be leased without prior written Board approval.
- (2) There shall be no subleasing of Units or assignment of leases without prior written Board approval.

(3) All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.

(4) 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.

(5) No Leasing Permit or Hardship Leasing Permit shall be deemed valid until such time as the Owner deposits with the Association a lease deposit equal to the greater of \$1,000.00 or one (1) months rent (the "Lease Deposit") to ensure the full and faithful performance by Tenant and Owner of their obligations under and compliance with the Declaration, Bylaws, and rules and regulations of the Condominium. The Lease Deposit will be returned to Owner within thirty (30) days after the Premises are vacated if: (a) The Lease term has expired or the Lease has been terminated by both parties; and (b) All amounts due by Owner and Tenant to the Association have been paid; and (c) Any Common Elements, including the exterior of the Unit, maintained by the Association are not damaged by Owner, Tenant or its guests, and are left in their original condition, normal wear and tear excepted.

At the discretion of the Board, the Lease Deposit may be applied against any costs incurred by the Association as a result of Owner's or Tenant's actions or failure to act, including but not limited to fines assessed against the Unit, the costs to the Association of repairing damages to the Common Elements caused by Owner or Tenant or its guests, and other costs and expenses related to enforcing the Declaration, Bylaws, and rules and regulations against Owner or Tenant, including, but not limited to attorneys fees and expenses, and court costs. The application of said Lease Deposit does not relieve the Owner or Tenant of liability for damages or costs in excess of the Lease Deposit.

(6) The Tenant shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto 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 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, notwithstanding the fact that such Occupants of the Unit are frilly liable and may be sanctioned for any such violation. If the Tenant, or a person living with 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 collect the fine from the Lease Deposit, or 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.

(7) 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, and may, in the Board's sole discretion, be paid from the Lease Deposit.

2. Except as amended hereby, the Declaration shall remain in full force and effect and the parties hereto do hereby ratify and affirm the same.

IN WITNESS WHEREOF, this Second Amendment has been signed, sealed, and delivered as the day and year above first written.

Signed, sealed and delivered this
30 day of June 2004
2004 in the presence of:

Brockington Square, LLC

By: *H. Ronald Freeman*
H. Ronald Freeman, as Mgr

Unofficial Witness

Ann Gold
Notary Public

County, Georgia
April 13, 2007

My Commission Expires:
[NOTARIAL SEAL]

ANN GOLD
Notary Public, Chatham County, Georgia
My Commission Expires April 13, 2007

Pursuant to Section XXV(A) of the Declaration, the President and Secretary of Brockington Square Condominium Association, Inc. hereby certify that said amendment has been approved by the members.

Brockington Square Condominium Association, Inc.

By: *H. Ronald Freeman*
H. Ronald Freeman, as President

Signed, sealed and delivered
this 30 day of June 2004
2004 in the presence of:

Unofficial Witness

Attest: *James A. Spics*
James A. Spics, as Secretary

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

ANN GOLD
Notary Public, Chatham County, Georgia
My Commission Expires April 18, 2007

