

**WITHDRAWN**

1 Senator Balfour of the 9th offered the following amendment:

2 Amend the Senate Special Judiciary substitute to HB 208 by striking line 1 of page 1 and  
3 inserting in lieu thereof the following:

4 "To amend Article 3 of Chapter 3 of Title 44 of the Official Code of Georgia Annotated,  
5 relating to condominiums, so as to change provisions relating to compliance with  
6 condominium instruments; to change provisions relating to allocation of votes in  
7 associations; to clarify liability for common expenses which may be assessed against  
8 owners; to clarify amendment procedures and requirements of condominium instruments;  
9 to change provisions relating to damage or destruction of units; to change provisions for  
10 calling meetings of the association; to change provisions relating to quorums at association  
11 or board meetings; to amend Article 6 of Chapter 3 of Title 44 of the Official Code of  
12 Georgia Annotated,".

13 By redesignating Sections 1 through 10 as Sections 4 through 14, respectively.

14 By inserting new Sections 1, 2, and 3 to read as follows:

15 **"SECTION 1.**

16 Article 3 of Chapter 3 of Title 44 of the Official Code of Georgia Annotated, relating to  
17 condominiums, is amended by striking Code Section 44-3-76, relating to compliance with  
18 condominium instruments, and inserting in lieu thereof the following:

19 '44-3-76.

20 Every unit owner and all those entitled to occupy a unit shall comply with all lawful  
21 provisions of the condominium instruments. In addition, any unit owner and all those  
22 entitled to occupy a unit shall comply with any reasonable rules or regulations adopted by  
23 the association pursuant to the condominium instruments which have been provided to the  
24 unit owners and with the lawful provisions of bylaws of the association. Any lack of such  
25 compliance shall be grounds for an action to recover sums due, for damages or injunctive  
26 relief, or for any other remedy available at law or in equity, maintainable by the association  
27 or, in any proper case, by one or more aggrieved unit owners, on their own behalf or as a  
28 class action. If and to the extent provided in the condominium instruments, the association  
29 shall be empowered to impose and assess fines, and suspend temporarily voting rights and  
30 the right of use of certain of the common elements in order to enforce such compliance;  
31 provided, however, that no such suspension shall deny any unit owner or occupants access  
32 to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist. If

1 the voting right of a unit owner has been suspended, then to the extent provided in the  
 2 condominium instruments, that unit owner's vote shall not count for purposes of  
 3 establishing a quorum or taking any action which requires a vote of the owners under this  
 4 article or the condominium instruments. Notwithstanding any other provision of this Code  
 5 section, to the extent provided in the condominium instruments, water, gas, electricity,  
 6 heat, and air conditioning services being provided to a unit or unit owner by the association  
 7 may be terminated for failure to pay assessments and other amounts due pursuant to  
 8 subsection (a) of Code Section 44-3-109, subject to the suspension standards and notice  
 9 requirements imposed on the institutional providers providing such services to the  
 10 condominium development, only after a final judgment or final judgments in excess of a  
 11 total of \$750.00 are obtained in favor of the association from a court of competent  
 12 jurisdiction. The utility services shall not be required to be restored until the judgment or  
 13 judgments and any reasonable utility provider charges or other reasonable costs incurred  
 14 in suspending and restoring such services are paid in full. All common expenses for  
 15 termination and restoration of any services pursuant to this Code section shall be an  
 16 assessment and a lien against the unit.'

## 17 SECTION 2.

18 Said article is further amended by striking subsections (b) and (c) of Code Section 44-3-79,  
 19 relating to the allocation of votes in the association, and inserting in lieu thereof the  
 20 following:

21 '(b) Since a unit owner may be more than one person, if only one of those persons is  
 22 present at a meeting of the association or is voting by proxy, ballot, or written consent, that  
 23 person shall be entitled to cast the votes pertaining to that unit. However, if more than one  
 24 of those persons is present or executes a proxy, ballot, or written consent, the vote  
 25 pertaining to that unit shall be cast only in accordance with their unanimous agreement  
 26 unless the condominium instruments expressly provide otherwise; and such consent shall  
 27 be conclusively presumed if any one of them purports to cast the votes pertaining to that  
 28 unit without protest being made immediately by any of the others to the person presiding  
 29 over the meeting or vote.

30 (c) The votes pertaining to any unit may, and, in the case of any unit owner not a natural  
 31 person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on  
 32 behalf of the unit owner or, in cases where the unit owner is more than one person, by or  
 33 on behalf of the joint owners of the unit. No such proxy shall be revocable except as  
 34 provided in Code Section 14-2-722 or 14-3-724 or by written notice delivered to the  
 35 association by the unit owner or by any joint owners of a unit. Any proxy shall be void if  
 36 it is not dated or if it purports to be revocable without such notice.'

**SECTION 3.**

Said article is further amended by striking subsection (c) of Code Section 44-3-80, relating to the allocation of liability for common expenses, and inserting in lieu thereof the following:

'(c) The amount of all common expenses not specially assessed pursuant to subsection (a) or (b) of this Code section, less the amount of all undistributed and unreserved common profits, shall be assessed against the condominium units in accordance with the allocation of liability for common expenses set forth in the declaration. The allocation may be by percentage, fraction, formula, or any other method which indicates the relative liabilities for common expenses. If an equal liability for common expenses is allocated to each unit, the declaration may merely so state. The entire liability for common expenses shall be allocated among the units depicted on plats or plans that comply with subsections (a) and (b) of Code Section 44-3-83 and shall be subject to reallocation as provided in this article. Except to the extent otherwise expressly provided or permitted by this article, the allocations of the liability shall not be altered; provided, however, that no reallocation shall affect any assessment or installation thereof becoming due and payable prior to reallocation. The assessments shall be made by the association annually or more often if the condominium instruments so provide and shall be payable in the manner determined by the association. Notwithstanding any unequal allocation of liabilities for common expenses pursuant to this subsection, this provision shall not preclude the association from levying charges equally among units for services or items provided to owners upon request, or which provide proportionate or uniform benefit to the units, including, but not limited to, uniform charges for pool keys or other common element entry devices.'