

Type: MISC
Kind: MISCELLANEOUS
Recorded: 10/12/2020 1:57:00 PM
Fee Amt: \$25.00 Page 1 of 6
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7906905394

BK 2095 PG 798 - 803

Return after recording to:
Margaret K. Clark, Esq.
The Law Office of Margaret K. Clark, PC
1 Diamond CSWY, Suite 21 #204
Savannah, Georgia 31406

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 237-V
Page 659

AMENDMENT TO RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHADOWS OF PLANTATION OAKS, SAVANNAH, CHATHAM COUNTY, GEORGIA

This Amendment to Restatement of Declaration of Covenants, Conditions and Restrictions for the Shadows of Plantation Oaks, Savannah, Chatham County, Georgia (hereinafter "**Amendment**") is made this 12th day of October, 2020 by The Shadows of Plantation Oaks Homeowners Association, Inc., a Georgia non-profit corporation (hereinafter "**Association**").

WITNESSETH:

WHEREAS, on July 18, 2002, that certain Restatement of Declaration of Covenants, Conditions and Restrictions for the Shadows of Plantation Oaks, Savannah, Chatham County, Georgia, was recorded in Deed Book 237-V, Page 659, et seq., Chatham County, Georgia records (hereinafter, as amended or supplemented, the "**Declaration**"), thereby restating and submitting the described property to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.; and

WHEREAS, pursuant to Article XIII of the Declaration, the Declaration may be amended by an instrument approved by not less than 75% of the Unit Owners, as evidenced by a certificate from the Board of Directors stating the time, place and results of such vote, following timely notice to all Unit Owners; and

WHEREAS, this Amendment has been approved by not less than 75% of the Unit Owners, as evidenced by the certification of the undersigned officers of the Association hereinbelow, and by a certificate on file with the records of the Association from the Board of Directors stating the time, place and results of such vote; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article VII, Section 11 is deleted in its entirety.
2. By adding Article XV titled "LEASING", stating as follows:

XV.

LEASING

1. **Units.** Each use of the Townhome may be utilized solely by residential usage or properties, provided such usage is authorized by all applicable governmental regulations and zoning laws. As of the date of this Amendment to the Declaration, the Units may NOT be leased or rented by the Unit Owner, except in accordance with the express provisions set forth in this Article.
 - (a). **Definition.** "Leasing" for purposes of the Declaration, means regular, exclusive occupancy of a Unit by any person or persons other than the Owner (the "Tenant"); provided, however, leasing shall not include occupancy by the spouse, child, grandchild or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence.
 - (b). **Leasing Program.** In order to preserve the character of the Townhomes 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 as of the date of recording of this Amendment to the Declaration.
 - (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 the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits. 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.
 - (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 five percent (25%) of the total number of Units in the Townhomes 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 the 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 the 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 five percent (25%) 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 below twenty five percent (25%) of the total number of Units in the Townhomes. Owners who have been denied a Leasing Permit 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 four percent (24%) or less of the total number of Units in the Townhomes. 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 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 Townhome if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owners 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) where the Owner dies and the Unit is being administered by his or her estate; and (2) the Owner takes a leave of absence or temporarily relocates or is a member of the armed forces and is deployed to a location outside of Chatham County 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.

(f). Lease Form. All leases shall be in writing. Within ten (10) days prior to executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the form of the lease (and the Board may disapprove the form of the lease), and within ten (10) days after executing a lease agreement, the Owner shall provide the Board with a copy of the executed lease, the name of the Tenant and all other people occupying the Unit, as well as the contact information for the Tenant. 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.

(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:

- (i) Units may be leased only in their entirety, no fraction or portion may be leased.
- (ii) There shall be no subleasing of Units or assignment of leases.
- (iii) All leases must be for an initial term of not less than One (1) year.
- (iv) The lease must list all occupants and their relationship to Tenant, and shall provide that no other persons will occupy the Unit.
- (v) 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 the Tenant and Occupants, and their guests, of his or her Unit to comply with the Declaration, Bylaws, and the Rules and Regulations adopted thereto, and shall be responsible for all violations by such persons,

notwithstanding the fact that such persons are fully liable and may be sanctioned and/or fined for any such violation. If the Tenant, an Occupant, or their guests, violate 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 such fine may be assessed against the Owner of the Unit as provided herein. Unpaid fines shall constitute a lien against the Unit.

- (vi) Any violation of the Declaration, Bylaws, or rules and regulations by Tenant or Occupants is deemed a violation of the terms of the lease and authorizes Owner to terminate the lease without liability and to evict the Tenant in accordance with Georgia law. Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the Tenant for breaches resulting from the violation of the Declaration, Bylaws, and rules and regulations, including the irrevocable power and authority to evict the Tenant on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the Tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof and such costs shall be the personal obligation of the Owner and a lien against the Unit.

(h). Applicability of this Article. Any Owner who is an Owner of a Townhome Unit on the date this Amendment is recorded and is leasing his or her Unit on such date, shall be issued a Leasing Permit for such Unit (a "Grandfathered Unit"); provided, however, the Owner shall within ninety (90) days of said date, notify the Board of Directors in writing that he or she is leasing a Grandfathered Unit and provide a copy of the lease agreement in effect to the Board of Directors. Such Grandfathered Unit shall be leased in accordance with the terms of this Declaration, except as prohibited by law. Upon conveyance of ownership of the Grandfathered Unit (e.g., resale), such Grandfathered Unit shall no longer be considered a Grandfathered Unit.

Notwithstanding any other provision of this Section, in the event Grandfathered Units result in the total number of Leasing Permits to exceed the twenty-five percent (25%) cap, such excess number of Leasing Permits shall be allowed to Grandfathered Units during such grandfathering period, and Grandfathered Units shall be counted towards the 25% cap.

Except as specifically provided herein, this Article shall not apply to any leasing transaction entered into by or on behalf of the Association or 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, and they shall be permitted to lease without obtaining a permit; provided, however, such leasing by or on behalf of 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 shall comply and be subject to subsections (f) and (g) of this Section.

3. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.
4. Except as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of The Shadows of Plantation Oaks Homeowners Association, Inc., hereby certify that the agreement of the required majority to approve this Amendment was lawfully obtained and that all notices required by the Georgia Property Owners' Association Act were properly given.

THE SHADOWS OF PLANTATION OAKS
HOMEOWNERS ASSOCIATION, INC.,
a Georgia non-profit corporation

By: Judith H Cory
Print Name: Judith H Cory
Print Title: President

Signed, sealed and delivered
in the presence of

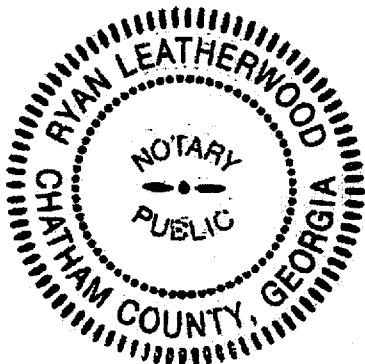
[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires: 10/23/23



Attest: Monica Kerr

Print Name: Monica Kerr
Print Title: Secretary

[SEAL]

Signed, sealed and delivered
in the presence of:

D. M. White

Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 5-20-23

Fernando Dolagary
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires May 20, 2023