

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
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Fee Amt: \$25.00 Page 1 of 3
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7906905394

BK 3552 PG 24 - 26

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

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 1411
Page 469

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE PALMS**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Palms (hereinafter referred to as "Amendment") is made on the date first set below.

W I T N E S S E T H:

WHEREAS, R6 Savannah, LLC (hereinafter referred to as "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for The Palms, recorded on July 31, 2018, in Deed Book 1411, Page 469 of the Chatham County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, The Palms Homeowners Association, Inc. (hereinafter referred to as the "Association") is the homeowners association identified in the Declaration;

WHEREAS, pursuant to Article XVI, Section 16.1 of the Declaration, so long as Declarant owns property described in Exhibit "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend the Declaration for any purpose;

WHEREAS, pursuant to the terms of the Declaration, the Declarant is the sole Class B Member;

WHEREAS, as of the date of this Amendment, the Declarant's Class B Membership in the Association has not terminated;

WHEREAS, this Amendment has no material adverse effect upon the rights of greater than two percent of the Owners;

WHEREAS, this Amendment has no material effect on the rights of the Master Association;

WHEREAS, Declarant, as the sole Class B Member, desires to amend the Declaration; and

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

Article VIII of the Declaration is amended by adding the following thereto as Section 8.9:

Section 8.9 Capital Contribution Assessment (Initiation Fee).

Upon the conveyance of ownership of a Unit to any person or entity (other than to Declarant, or other than a vacant lot to a Builder or Owner), including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be \$1,500.00 for the first sale, and then \$600.00 for subsequent sales. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Unit. The Association shall be permitted to use the capital contribution assessment for any purpose the Board of Directors determines. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Unit to an Owner's spouse, a person cohabitating with Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

Notwithstanding anything contained herein to the contrary, to the extent a Certificate of Occupancy has been issued for the Unit, and said Unit is occupied or leased by Builder or Owner, said Owner of said Lot shall be responsible for paying the capital contribution assessment, due as of the date of the initial lease or occupancy term, and upon all resales.

Exhibit "D" of the Declaration, By-Laws of The Palms Homeowners Association, Inc., is amended by replacing the third (3rd) sentence of Section 2.3 Annual Meetings., with the following:

Subsequent regular annual meetings shall be set by the Board so as to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

Exhibit "D" of the Declaration, By-Laws of The Palms Homeowners Association, Inc., is amended by adding a second (2nd) sentence to Section 2.8 Voting., as follows:

An Owner's right to vote and right to attend membership meetings shall automatically be suspended, without the necessity of compliance with the procedure set forth in Section 3.24 Enforcement., during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to vote on any matter until the Owner's account balance has been paid in full and such Owner's vote shall not be counted for any purpose, including, but not limited to, establishment of a quorum or a majority.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 17th day of December, 2024.

R6 SAVANNAH, LLC

Signed, sealed and delivered
in the presence of:

Peter A. Sullivan
Unofficial Witness

Jeanne M. Whitney
Notary Public

My Commission Expires: January 2, 2026

By: [Signature] (Seal)
Its: AGENT

