

Rebecca J. Walden  
Clerk of Superior Court, Glynn County, GA  
eFile Participant IDs: 1359093282

RETURN RECORDED DOCUMENT TO:  
MCQUIGG, SMITH & CORRY, LLC  
504 BEACHVIEW DRIVE, SUITE 3-D  
ST. SIMONS ISLAND, GA 31522

Cross Reference – Deed Book 65-A, Page 328

STATE OF GEORGIA  
COUNTY OF GLYNN

**AMENDMENT TO THE DECLARATION OF RESTRICTION, COVENANTS,  
LIMITATIONS AND EASEMENTS**

THIS AMENDMENT to the Declaration of Restriction, Covenants, Limitations and Easements (the "Amendment"), is made this 5<sup>th</sup> day of February 2024 ("Effective Date"), by the Cypress Run Property Owners Association, Inc. (the "Association").

WITNESSETH

WHEREAS, the Declaration of Restriction, Covenants, Limitations and Easements for Cypress Run Subdivision is recorded in Deed Book 65-A, Page 328, in the Office of the Clerk of Superior Court of Glynn County, Georgia, as amended from time to time (the "Declaration"); and

WHEREAS, the Declaration submitted the property subject thereto to the provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879 (the "Act"); and

WHEREAS, the Association now desires to amend the Declaration as set forth herein;  
and

WHEREAS, the Declaration may be amended from time to time pursuant to the provisions of the Act, in particular O.C.G.A. § 44-3-226, which provides that the Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the members of the Association; and

WHEREAS, notice of the proposed amendment to the Declaration was provided to all members of the Association; and

WHEREAS, in accordance with the terms of the Act, two-thirds (2/3rds) of the total votes of the Association voted to approve said amendment to the Declaration; and

NOW, THEREFORE, the Declaration of Restriction, Covenants, Limitations and Easements for Cypress Run Subdivision and all supplemental amendments and declarations heretofore adopted shall be amended as follows:

1. All capitalized terms which are used, but not defined in this Amendment shall have the meaning set forth in the Declaration.

2. Section 9 of the Declaration is hereby amended to add the following as Sub-Section (d):

(d) LEASING.

To preserve the value and desirability of the Cypress Run Subdivision, Lot Owners may lease their respective properties subject to the terms and conditions of this Declaration and any rules and regulations governing leasing which may be established or promulgated by the Board of Directors. In particular, the following terms and conditions will apply to any Lot Owner leasing their property:

i. As used herein, "leasing" shall generally mean and include the regular, exclusive occupancy of a property in the Cypress Run Subdivision by any person(s) other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a fee, rent, gratuity, or emolument. For purposes hereof the following shall not constitute leasing: (1) occupancy of a property by a roommate of the Lot Owner occupying the property; or (2) occupancy of the property by a member of the Lot Owner's family.

ii. Any property located in Cypress Run Subdivision must be leased for a lease term of not less than ninety (90) days.

iii. Properties in Cypress Run Subdivision must be leased in their entirety (i.e. no leasing of a single room).

iv. All leases shall provide that said lease agreement is subject, in all respects, to the provisions of the Declaration and the By-Laws of the Association and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the terms of said lease agreement.

v. Any Lot Owner leasing their property in Cypress Run Subdivision shall remain liable for any violation of the Declaration, or any other rules and regulations promulgated by the Board of Directors by their lessee and shall remain liable for any damage to the Common Area caused by the Lot Owner's lessee.

vi. Upon request from the Board of Directors, or its designated representative (i.e. a management company), any Lot Owner leasing their property in Cypress Run Subdivision shall provide the Board of Directors, or its designated representative, with a copy of the current lease agreement, along with the contact information for the lessee.

vii. The covenants and restrictions contained in this Section 9(d) shall apply not only to the lessee of the Lot Owner but any sub-lessee leasing a property in the Cypress Run Subdivision from the lessee or any other sub-lessee. In the event of a sub-lease, the provisions herein applicable to the "lessee" shall apply to the "sub-lessee". The Lot Owner shall remain responsible for ensuring compliance with the provisions hereof by any lessee and/or sub-lessee and the Lot Owner shall remain obligated to provide the information set forth in subsections (v) and (vi) above for any sub-lessee.

viii. Notwithstanding the provisions hereinabove, the Board of Directors reserves the right to grant a Lot Owner a waiver to lease their property in the Cypress Run Subdivision in a manner which conflicts with the terms hereof upon a showing of undue hardship by the owner. Any Lot Owner desiring an undue hardship waiver shall provide the Board of Directors with a written request setting forth: (1) the undue hardship necessitating the request; (2) the provisions hereof which the Lot Owner seeks relief from; and (3) the anticipated duration of the undue hardship. The Board of Directors shall promptly review any such requests and shall have absolute discretion in granting any such waiver requests. The Board of Directors shall have the authority to place reasonable conditions on any waiver granted. Approval of a waiver request by the Board of Directors shall not constitute a waiver of the right to withhold approval as to any similar request.

ix. Pursuant to powers afforded to the Association under the By-Laws of Cypress Run Property Owners Association, Inc., which explicitly incorporates all powers of the Act, including without limitation, the provisions of O.C.G.A. § 44-3-223, the Association, acting through its Board of Directors shall have the right to enforce by proceedings at law or in equity, the provisions of this Section 9, including the right to prevent future violation of hereof and may levy fines against any Lot Owner violating the provisions hereof. The Association may levy fines hereunder as follows:

a. Prior to levying a fine against any Lot Owner for a violation this Section 9, the Board of Directors shall provide the Lot Owner written notice which includes the nature of the violation, the proposed fine to be assessed, and that the Lot Owner shall have ten (10) days from the date thereof to respond in writing to the Association explaining the reason for their violation. The Board of Directors shall impose the proposed fine if the Lot Owner fails to respond to said notice in the time provided. If a Lot Owner responds to such notice, the Board of Directors may, in its sole discretion, waive the proposed fine or proceed with assessing the proposed fine. Any fine waived by the Board of Directors shall not constitute a waiver of the right to fine a Lot Owner for a similar violation.

b. Any subsequent violation of this Section 9 by a Lot Owner having previously received notice hereunder shall permit the Board of Directors to assess a fine against the Lot Owner without prior notice.

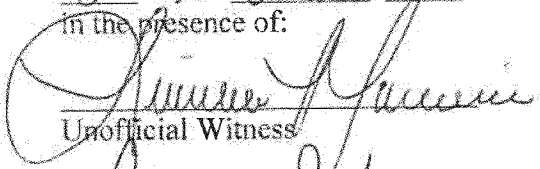
c. The Board of Directors shall have discretion in determining the amount of the fine assessed hereunder and may weigh any relevant facts, including without limitation, the nature of the violation and the prior violations by the Lot Owner, if any. Notwithstanding the foregoing, the maximum fine the Board of Directors may assess hereunder for each violation of this Section 9 shall not exceed **Five Hundred and 00/100 (\$500.00) Dollars.**


d. Any fines assessed hereunder, which are not otherwise paid within thirty (30) days from the date the same are assessed, may be collected by the Association in the manner prescribed in the Declaration and Act.

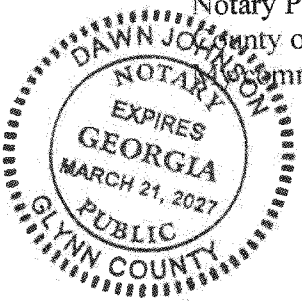
3. **Except as otherwise amended herein, the terms of the Declaration, as the same may have been previously amended, shall remain in effect and unmodified.**

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Board of Directors of the Cypress Run Property Owners Association, Inc. hereby certify that the amendments stated herein were duly adopted in accordance with the terms of the Declaration.

Signed, sealed and delivered this  
8 day of Feb., 2024,  
in the presence of:

  
Unofficial Witness

  
Notary Public, State of Georgia,  
County of Glynn  
My commission expires: 3/21/27



Cypress Run Property Owners Association,  
Inc.

By:   
**Cynthia Schoch, President**

Attest:   
**Walter Schieferdecker, Secretary**