

Rebecca J. Walden

REBECCA WALDEN

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Cross Reference – Deed Book 59-Y, Page 109

STATE OF GEORGIA
COUNTY OF GLYNN

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE COMMONS AT FREDERICA**

THIS AMENDMENT to the Declaration of Covenants and Restrictions for the Commons at Frederica (the "Amendment"), is made this 15th day of July 2025 ("Effective Date"), by the Commons at Frederica Home Owners' Association, Inc. (the "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants and Restrictions for the Commons at Frederica is recorded in Deed Book 59-Y, Page 109 in the Office of the Clerk of Superior Court of Glynn County, Georgia (as heretofore amended and supplemented, the "Declaration"); and

WHEREAS, the rights afforded to the Developer to amend the Declaration or approve any amendments to the Declaration under Article X, Section 10.3 expired no later than December 31, 2020 pursuant to Article VI, Section 3 such that the right to amend the Declaration is fully vested in the Association; and

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

WHEREAS, Article X, Section 10.2 of the Declaration provides for the amendment of the Declaration by the Association; and

WHEREAS, pursuant to Article X, Section 10.4 of the Declaration, 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 Declaration, not less than sixty-seven percent (67%) of the total votes of the Association voted to approve said amendment to the Declaration; and

NOW, THEREFORE, the Declaration of Covenants and Restrictions for the Commons at Frederica 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. Article III, Section 1 of the Declaration is hereby amended to add the following as Sub-Section (d):

(d) LEASING.

(i) Defined Terms. In addition to those terms defined elsewhere in the Declaration, the following terms, when used in this Sub-Section (d), unless the context shall clearly indicate to the contrary, will have the following meanings:

- (a) "Lease" of "Leasing" generally means and includes the regular, exclusive Occupancy of a Residence by any Person(s) other than a Permitted Occupant, for which the owner receives any consideration or benefit, including but not limited to, a fee, rent, gratuity, or emolument.
- (b) "Lease Agreement" means any agreement between an owner and any Person, other than a Permitted Occupant, for the Occupation of a Residence, with exclusive possession of the Residence.
- (c) "Lessee" means any Person entering into a Lease Agreement with an owner for the Lease of a Residence.
- (d) "Occupancy" and "Occupation" means the situation when any Person, other than the owner, stays or remains in a Residence overnight.
- (e) "Permitted Occupant" means: (1) the owner; (2) a roommate of the owner whose Occupation of the Residence is concurrent with the owner; and (3) a member of the owner's family, who does not remit payment, directly or indirectly, to the owner and whose Occupation of the Residence totals less than thirty (30) days within a year.
- (f) "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another Person or any other legal entity.
- (g) "Rental Marketplace" means any service, website, on-line platform, or location, whether it be online or in person, which markets properties for Short Term Rentals or Occupation. Rental Marketplace includes, but is not limited to, those websites and online platforms known commonly as "Airbnb"; "VRBO"; "Booking.com"; "Expedia"; "FlipKey"; "Trip Advisor" and "CouchSurfing".

(h) "Residence" means any improvement constructed on a lot in the Subdivision which is maintained and used as a dwelling unit.

(i) "Short Term Rental" means the Lease of a Residence, or any portion thereof, to any Person for the purpose of Occupation for a period of less than thirty-one (31) consecutive days.

(ii) Statement of Purpose. To preserve the value and desirability of the Subdivision, an Owner may Lease their Residence 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, including without limitation the provisions of this Section (1)(d) of Article III.

(iii) Prohibition of Short-Term Rentals. The Short Term Rental of a Residence, or a portion thereof, whether arranged through a Rental Marketplace or otherwise, shall be prohibited. Further, no owner shall advertise, list, or otherwise offer their Residence, or portion thereof, through a Rental Marketplace, or otherwise, for the purpose of securing a Short Term Rental.

(iv) Leasing of Residences. An owner may Lease their Residence subject to the following provisions, restrictions, and conditions:

(a) All Leases shall be subject to the time limitations set forth in this Section (1)(d) of Article III. Accordingly, no Lease for the Occupation of a Residence may be for a period of fewer than thirty-one (31) consecutive days.

(b) All Residences must be Leased in their entirety (i.e. no leasing of a single room or fractional leasing).

(c) All Lease Agreements shall be in writing. All Lease Agreements shall provide that said Lease Agreement is subject, in all respects, to the Declaration and that any failure by the Lessee thereunder to comply with the terms of the Declaration shall constitute a default under the terms of said Lease Agreement. Provided, however, the owner shall remain liable for any violation of Declaration, the By-Laws of the Association, and any other rules and regulations promulgated by the Board of Directors by their Lessee and shall remain liable for any damage to the Common Properties caused by the owner's Lessee.

(d) Prior to the commencement of the Lease of any Residence, the owner shall provide the Board, or its designated representative (i.e. a management company), with a copy of such Lease Agreement, along with the contact information for the Lessee thereunder, which shall include: (1) the name of the Lessee and any other Persons occupying the Residence with the Lessee; (2) the

Lessee's telephone number; (3) the Lessee's e-mail address; and (4) the Lessee's home address.

(v) Leasing Exclusions. The provisions of this Section (1)(d) of Article III shall not apply to the Occupation of a Residence by a Permitted Occupant.

(vi) Hardship Waiver. Notwithstanding the provisions hereinabove, the Board of Directors reserves the right to grant an owner a waiver to Lease their Residence in a manner which conflicts with the terms hereof upon a showing of undue hardship by the owner. Any 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 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.

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 Commons at Frederica Home 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
15th day of May, 2025,
in the presence of:

Solomon Anderson
Unofficial Witness

Laura Caldwell

Notary Public, State of Georgia,
County of Glynn

My commission expires: 9/19/2026

Commons at Frederica Home Owners'
Association, Inc.

By: [Signature]
R. Dustin Hall, President

Attest: [Signature]
Kelley Dare, Secretary

