

**RESTATEMENT OF DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR PARK ROW  
HOMEOWNERS ASSOCIATION, INC. SAVANNAH,  
CHATHAM COUNTY, GEORGIA**

This Restated Declaration of Covenants, Conditions, and Restrictions ("Restated Declaration") is made this 1<sup>st</sup> day of November 2004, by and between the undersigned Owners of Residential Townhouses in the Park Row Subdivision, Savannah, Chatham County, Georgia.

**WITNESSETH**

WHEREAS, the undersigned evidenced by signatures or proxies on file are the title Owners of seventy-five (75%) or more of the Townhouses in the Park Row Subdivision, Savannah, Chatham County, Georgia; and

WHEREAS, Park Row is a residential subdivision consisting of twenty (20) individual Townhouses located therein along with a pool and other common areas, and plats of said subdivision are on record in the office of the Clerk of Superior Court, Chatham County, Georgia, Plat Book 3P, Page 33; Map Book 2S, page 92; and to which express reference is hereby made for better locating and a more complete description of the real estate and improvements to which this restated Declaration applies; and

WHEREAS, said property is encumbered by a Declaration of Covenants, Conditions and Restrictions recorded in the office of the Clerk of Superior Court, Chatham County, Georgia. In Deed Record Book 117-F page 725, amended at Deed Book 124-B page 94, Deed Book 124-T page 667, Deed Book 127-T page 252 (re-recorded of Deed Book 123-T page 667) Deed Book 140-G page 168 and Deed Book 140-G page 173. Express reference is hereby made to the Declaration as amended; and

WHEREAS, the undersigned wish to amend and restate the Declaration of Covenants, Conditions and Restrictions so as to supersede the hereto described Declarations making the property subject to the Georgia Property Owners Act (OC GA 44-3-220 et seq.) and Restated Declaration as follows:

**ARTICLE 1  
DEFINITIONS**

The term used herein shall have the meaning hereby assigned.

1. Act. Shall mean the Georgia Property Owners Association Act, ( OCGA 44-34220) et seq.

2 Association. Shall mean the Park Row Homeowners Association, Inc.

**3.Owner.** Shall refer to the titleholder of a Townhouse, as that person's name appears on the Deed conveying title to the property. Holders of mortgage interest in the particular Units shall not be deemed an owner for the purpose of this Restated Declaration but shall receive the rights and privileges granted by law and by this restated Declaration. The Owner shall be a member of the Association.

**4.Board of Directors.** Shall mean the duly elected Officers and Directors of the Association, as provided in this Restated Declaration, and the By-laws of the Association.

**5. Common Use Areas.** Shall mean all properties not designed as individual Townhouse Units within the building site which, has been conveyed to the Association. The Association shall hold, maintain and administer those areas and the facilities located thereon, under provisions hereinafter included in this Restated Declaration.

**6. Townhouse.** Shall mean the portions of the subdivision intended for occupancy and use a single family residence, as those units shown on the recorded plat of the subdivision.

**7. Restated Declaration.** Shall refer to this Restated Declaration of Covenants, Conditions and Restrictions for Park Row Townhouses, Savannah, Chatham County, Georgia.

## **ARTICLE II** **PROPERTY RIGHTS**

**Section 1. Owners Easement of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the common area, which shall be appurtenant and shall pass with the title to every Unit subject to the following provisions.

- (a) The right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period which any assessment against his unit remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (b) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association.
- (c) The right of individual Owners to use parking spaces as provided in this article.

**Section 2. Delegation of Use.** (a) Any owner may delegate, in accordance with the by-laws his right of enjoyment to the common use areas and facilities to the members of his family, his tenants or any who reside on the property, and to his guests, subject to the rules adopted by the Association. In making such delegation, the Owner and the Owner's Unit, shall remain liable for any damages caused by the negligence and willful acts of the owner's delegate. (b) The owner of any unoccupied unit shall be liable for any damage from any cause occurring in any unoccupied unit, also damage to adjoining units from the cause in the unoccupied unit.

**Section 3. Parking Rights.** Ownership of each Townhouse shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Townhouse as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association may permanently assign vehicle parking spaces for each dwelling.

### **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS**

Each individual Townhouse Unit is entitled to membership in the Association and the Owner of record is, by his acceptance of the Deed conveying title to him, automatically the voting member of that unit. In the event of a joint title, any one of the Owners of record selected by mutual agreement between them, shall be the voting member of the Association. It being expressly provided that all Owners of record are members of the Association with a voting limit of one vote per unit. No partial or split votes may be cast.

### **ARTICLE IV** **COVENANTS FOR MAINTENANCE ASSESSMENT**

**Section 1 Creation of the Lien and personal Obligation.** The owner of any Townhouse Unit, by acceptance of a deed, whether it be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges to be paid monthly, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation of delinquent assessment shall not pass to his successors in title unless expressly assumed by successor in title.

**Section 2. Purpose of Assessments.** The assessments levied by the Association

shall be used exclusively to promote the recreation, health, safety, and welfare of residents in the Townhouses and for the improvement and maintenance of the common areas, and the exterior of the units located in the subdivision.

**Section 3. Maximum Annual Assessments.**

- (a) The maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above 15% by the vote or written assent of two-thirds (2/3) of the units entitled to vote.
- (c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the units entitled to vote.

**Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under sections 3 and 4 shall be sent to all members not less than 15 days and not more than 30 days in advance of the meeting. If the quorum is not present, another meeting may be called subject to the same requirements as the preceding meeting.

**Section 6. Uniform Rate of Assessments.**

Both annual and special assessments must be fixed in a uniform rate for all Units and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments; Date Due.**

The Board of Directors shall fix the amount of the annual assessments against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. Monthly assessments are due the first day of each month and delinquent after the 10<sup>th</sup> day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit has been paid. A properly executed certificate of the Association as to the status of an assessment on a unit is binding upon the Association at of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessments which are not paid when due shall be delinquent. Any assessment not paid within ten (10) days after the due date, shall incur a late charge of \$25.00, furthermore , any assessment not paid within thirty (30) days after the due date shall incur an additional charge in addition to the late charge. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, in which event, interest, cost of attorney's fees of 15% of the principal shall be added to the amount of the assessment as may then be due. Each Owner, by his acceptance of a deed to a Townhouse, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid in the lot of any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or by abandonment of his Townhouse.

**Section 9. Subordination to the Lien to Mortgage.**

The lien of the assessments provided herein shall be subordinated to the lien of any first mortgage or deed to secure debt. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage or deed to secure debt foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessment thereafter becoming due or from the lien thereof.

**ARTICLE V**  
**INSURANCE**

**Section 1. Insurance Guidelines.**

Each Owner shall be required to maintain casualty and liability insurance policies for the benefit of his Unit and of the Association. In discharging their responsibility to maintain appropriate coverage, the owners shall be governed by the following guidelines.

(a) All policies shall be written with a company licensed to do business in the state of Georgia and holding a rating of "AAA" or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the Owner, The Association and their mortgagees as their interest may appear. Owners who lease their units shall require their Tenants to provide evidence of Tenant's insurance coverage, in addition to their homeowners' policy.

(c) Provisions shall be made for the issuance of a Certificate of Insurance or other appropriate evidence to the Association and to each Owners mortgagee, if any, which shall provide total replacement of Unit.

(d) A copy of all policies, certificate and endorsements shall be deposited with and maintained by the Secretary of the Association.

(e) Each Owner is required to carry insurance insuring the Owners Townhouse Unit for benefit of the Association against loss or damage by fire, lightning, windstorm, aircraft, vehicles and smoke, and such other hazards as the Association may from time to time require. The policies shall be in the amount equal to 100% of the current replacement cost of the properties, exclusive of land, foundations, excavation and other items normally excluded from said coverage. The name insured under such policy shall be the Owner, The Association and any mortgagee. The policy shall contain standard mortgage clauses or equivalent endorsements as well as standard "special planned unit and development endorsements."

Each Owner shall deliver to the Association for its benefit the copies of policies or certificate, which insure any loss or damage to the townhouse unit.

If and in the event the Owner shall fail to pay when due, The Association may pay the same in order to keep the property insured, and shall thereafter have available to it all the remedies both in equity and at law as may be available under this Restated Declaration.

(f) Insurance on the Common Use Area shall be maintained by separate policy in the name of the Association in an amount determined by the Board of Directors, in order to enable and provide for the repair or replacement of the Common Use Area improvements. Any damage to the Common Use Area shall be repaired or replaced, in the event of their damage or destruction, as quickly as possible in order to maintain the overall appearance and value of the Subdivision.

**Section 2. Damage or Destruction to a Building**

In the event of damage or destruction of any Unit or Building, the same shall be restored, and any fund required for such restoration in excess of insurance proceeds attributable thereto shall be paid by the Owner; provided, however, that in the event the Owner of such Unit lot together with the Unit lot Owners of other Units to which (2/3) of the votes of the Association appertain, agree not to restore such Unit, the same shall not be restored, and the entire undivided interest in the Common Use Area appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to their undivided interest in the Common Use Area, and the remaining portion of that unit shall henceforth be part of the Common Use Area. Votes in the Association and liability for future assessments shall there upon appertain to the remaining Units, being allocated to owners in proportion to their relative voting strength in the Association and liability for assessments, respectively.

**ARTICLE VI**  
**EXTERIOR MAINTENANCE**

In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhouse which is subject to assessments hereunder, as follows: paint, repair, replacement and care of roofs, exterior building surfaces, trees, shrubs, landscaping maintenance, walks and other exterior improvements. Such improvements shall not include screens, doors, glass surfaces, gutters, downspouts, arbors, shrubs, trees, grass or landscaping within enclosed patio areas.

In the event that the need for maintenance or repair of a Townhouse or the improvements is caused through the willful or negligent acts of family, guests or tenants of the owner of the Townhouse, the cost of such repair shall become part of the assessment to which such Townhouse is subject.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL**

No building, fence wall, patio, deck, arbor, planting of trees or shrubs, storage building, or other structures shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein to color change hereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Committee. If not approved by the Architectural Committee, plans may be revised and resubmitted for approval.

**ARTICLE VIII**  
**PROTECTIVE COVENANTS**

**Section 1. General.**

It is to the interest, benefit, and advantage of the Owners and to each and every person who hereafter purchase any Townhouse in Park Row that certain protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be the Covenant running with the land.

**Section 2. Enactment.**

The Protective Covenants set forth herein and hereby established, promulgated and declared to be the Protective Covenants for Park Row. All Townhouses in Park Row shall be held, transferred, sold, conveyed and occupied subject to the Covenants, restrictions, easements, charges and liens hereafter set forth, and these Covenants shall become effective immediately and run with the land.

**Section 3. Land Use.** All Townhouses in Park Row shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, boat trailers, boats, disabled vehicles, campers, tents, shacks, carports, garages, barns, or other out buildings shall be allowed on any portion of the property at any time either temporarily or permanently. No vehicles which are disabled or unlicensed shall be allowed on any portion of the property either temporarily or permanently. No trucks which have exhibited on them commercial advertising, signage, or numbering shall be allowed on any portion of the property except those vehicles performing a commercial function by way of delivery, maintenance, or other commercial related activities of benefit of the property.

**Section 4. Animals and Pets.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept by the resident owner in their respective residences, provided they are not kept, bred or maintained for any commercial purposes and do not endanger in the sole discretion of the Board of Directors of the Homeowners Association, unreasonably disturb the Owner of any residence or resident thereof. All pet Owners shall be required to obey all city and county leash laws and all city and county pet cleanup laws.

**Section 6. Signs and Business Activities**

No advertising, signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property with the exception of real estate for sale or for lease signs as restricted subsequently. Only one sign per unit shall be allowed, no larger than 20 inches high, 24 inches wide, with a total height above the ground not to exceed 32 inches. Said sign shall be placed within five feet of the unit. No signs to be allowed on Mall Boulevard. No business activities of any kind whatever shall be conducted in any building or any portion of the property.

**Section 7. Garbage Cans, Etc.**

All equipment, garbage cans, service yards, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Units and streets. All rubbish, trash, and garbage shall be regularly removed. In addition to the right to ingress and egress, the Owners of all Units shall enjoy such uses of all said property outside their respective Townhouses as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

**Section 8. Patios and Common Areas**

No planting or gardening shall be done, and no fences or hedges or walls shall be erected or maintained and no lighting shall be installed except as are installed in accordance with the initial construction of the buildings located thereon and



approved by the architectural committee. In addition to the right to ingress and egress, the owners of Townhouse units shall enjoy such use of all said property outside their respective units as such as shall be determined by the Board of Directors or expressly provided herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said owners,

**Section 9. Exterior Antennas.**

Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of their improvements or upon any structure situated upon the property.

**Section 9. Subdivision, Time Sharing and Leasing**

No Townhouse shall be sub-divided or enrolled in any time sharing program or agreement. Entire units may be rented provided the occupancy is not for less than six months and such occupancy is only by the lessee and his immediate family or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

**Section 10. Utility Easement.**

This Restated Declaration shall be subject to all easements hereto or hereafter granted by the developers or their successors and assigns for the installation and maintenance of utilities that are reasonably necessary to the development of the subdivision.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**Section 3. Term.**

The covenants and restrictions of this Restated Declaration shall run with and bind the land for a term of twenty ( 20 ) years from the date this restated Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years.

Section 3. Amendment.

This Restated Declaration may be amended by instrument signed by not less than seventy-five percent (75 %) of the Unit Owners. Any amendment must be recorded.

ARTICLE X  
REMEDIES

Section 1. If the Association must use the judicial process to enforce any one or more of the covenants, restrictions, and/or rules against an Owner or his or her tenant, the Association shall be entitled to reimbursement for all expenses and costs including, but not limited to, reasonable attorney fees actually incurred. All such cost and expenses shall be an assessment upon such unit as provided in Article IX (IV) Section 8. It is the purpose and intent of this section to have said liens automatically attached to the real estate in compliance with Georgia law and heretofore set out language shall in no way limit said lien by operation of law.

IN WITNESS THEREOF, the undersigned, being the requisite number and percentage of Owners to approve this Restated and Amended Declaration have hereunto set their hands and seal and caused these presents to be executed by the duly authorized officers of the Park Row Homeowners Association, attested to, and its seal affixed as of the date

Signed, sealed and delivered  
In the presence of:

THE PARK ROW  
HOMEOWNERS ASSOCIATION

By Ben Z Mayer  
President

Attest Carolyn R. Griner  
Secretary

Witness

Janice Z. Kase  
Notary Public, Chatham County

[Signature]  
Signature

Unit #

Gaynell J. Reardon  
Signature

Unit #

Jean Griffin  
Signature

Unit #

[Signature]  
Signature

Unit #

JANICE Z. KASE  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Comm. Expires Nov. 13, 2005

Susan C Mullins

Signature

11

Unit #

Neil Scott

Signature

Unit #

Carolyn DeFato

Signature

# 14

Unit #

Hildegard Pelger

Signature

Unit # 13

Herman Brown, Sr.

Signature

Unit # 1

Signature

Mari Arkin

Unit # 10

Ben F. Moyer

Signature

Unit # 19

Violet Bagenore

Signature

# 15

Unit #

Renee Brown

Signature

16

Unit #

Hal S. Frimer

Signature

# 4

Unit #

Wanda Handy

Signature

# 3

Unit #

Kay D. Halligan

Signature

# 20

Unit #

Julius T. Kobby

Signature

# 6

Unit #

Signature

Unit #

Signature

Unit #

Signature

Unit #

Signature

Unit #

Signature

Unit #

Prepared by and return after recording to:

Joshua D. Reeves, Esq.  
Weinstock & Scavo, P.C.  
7 E. Congress Street, Suite 1001  
Savannah, Georgia 31401

STATE OF GEORGIA  
COUNTY OF CHATHAM  
Reference:  
Deed Book 277Z  
Page 42

**FIRST AMENDMENT TO RESTATEMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR PARK ROW HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to Restatement of Declaration of Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc. ("Amendment") is made this 1 day of June, 2011 by Park Row Homeowners Association, Inc., a Georgia non-profit corporation ("Association").

**WITNESSETH:**

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Park Row was recorded at Deed Book 117F, Page 725, *et seq.*, Chatham County, Georgia records (hereinafter, as amended or supplemented, the "Original Declaration"), which Original Declaration has been amended and restated by that certain Restatement of Declaration of Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc. recorded at Deed Book 277Z, Page 42, *et seq.*, Chatham County, Georgia records (hereinafter, as amended or supplemented, the "Declaration");

WHEREAS, pursuant to Article IX, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Unit Owners; and

WHEREAS, this Amendment has been approved by an instrument signed by not less than seventy-five (75%) of the Unit Owners, as evidenced by the certification of the undersigned officers of the Association hereinbelow.

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

- i. The second Section 9 of Article VIII of the Declaration is amended as follows:

**"Section 9.5. Subdivision, Time Sharing and Leasing**

No Townhouse shall be sub-divided or enrolled in any time sharing program or agreement. Entire units may be rented provided the occupancy is not for less than six months and such occupancy is only by the lessee and his immediate family or as may be approved or otherwise provided for by the Board of

Directors. No room may be rented and no transient tenant accommodated. Any Owner who rents or leases his or her Unit shall provide the Board of Directors of the Association in advance of the proposed commencement of such lease term the following: (i) the name of the lessee, (ii) a copy of any such lease, and (iii) such other information as the Board may reasonably require.

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2. Article X, Section 1 of the Declaration is amended as follows:

“Section 1. If the Association must use the judicial process to enforce any one or more of the covenants, restrictions, and/or rules against an Owner or his or her tenant, the Association shall be entitled to reimbursement for all expenses and costs including, but not limited to, reasonable attorney fees actually incurred. All such cost and expenses shall be an assessment and lien upon such unit as provided in Article IV. It is the purpose and intent of this section to have said liens automatically attached to the real estate in compliance with Georgia law and heretofore set out language shall in no way limit said lien by operation of law.”

Deleted: X Section 8

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 and effect. This Amendment shall be effective upon recordation in the Chatham County, Georgia records.

[Signatures on following page]



Doc ID: 033369800020 Type: COVE  
 Recorded: 09/22/2021 at 03:23:15 PM  
 Fee Amt: \$25.00 Page 1 of 20  
 Chatham, Ga. Clerk Superior Court  
 Tammie Mosley Clerk Superior Court

BK **2541** PG **268-287**

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

**BOUHAN  
 FALLIGANT**  
 ATTORNEYS & COUNSELORS AT LAW  
 One West Park Avenue  
 Savannah, Georgia 31401  
 ATTN: John D. Northup III  
 (912) 644-5756  
 File No: 21114-01

1174  
 Please cross-reference:  
 Deed Book 177-F, Page 725  
 Deed Book 277-Z, Page 42  
 Deed Book 370-L, Page 733

**SECOND AMENDMENT TO  
 RESTATEMENT OF DECLARATION OF RESTRICTIVE COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
 FOR  
 PARK ROW HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made this 17<sup>th</sup> day of September, 2021, by PARK ROW HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation ("Declarant").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc. was dated November 1, 2004 and recorded in Deed Book 177-F, page 725, Chatham County, Georgia records (the "Original Declaration"), which Original Declaration was amended and restated by that certain Restatement of Declaration of Restrictive Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc., dated

IN WITNESS WHEREOF, the undersigned has executed this Amendment on the day and year first above written.

Signed, sealed and delivered  
this 17<sup>th</sup> day of September,  
2021, in the presence of:

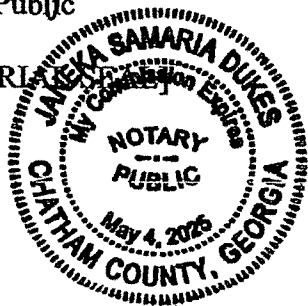
**PARK ROW HOMEOWNERS  
ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

Donnis L. Markin  
Unofficial Witness

Donnis L. Markin

Janeka Samaria Dukes  
Notary Public

[NOTARY



By: [Signature]

Name: Robert Jenkins

Title: Resident

November 1, 2004 and recorded in Deed Book 277-Z, page 42, Chatham County, Georgia records, as amended by that First Amendment dated June 1, 2011 and recorded in Deed Book 370-L, Page 733 (as amended and restated, the "Declaration");

WHEREAS, a list of the Units subject to the Declaration, together with the name of the owner of each such Unit, is attached hereto as Exhibit A;

WHEREAS, pursuant to Article IX, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Units; and

WHEREAS, this Amendment has been approved by an instrument signed by the Owners of not less than 75% of the Units, as evidenced by the consents of the respective Unit Owners attached hereto.

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

1. Article VI of the Declaration is hereby deleted in its entirety and replaced with the following:

**"ARTICLE VI**  
**EXTERIOR MAINTENANCE**

**Section 1. Services Provided by the Association.**

In addition to the maintenance upon the Common Area, the Association shall provide the following:

- a. replacement and care of roofs (including decking, soffits, and fascia);
- b. repairing brick and mortar, stucco, and wrought iron hand rails;
- c. exterior painting of wood surfaces on a scheduled basis, excluding decks;
- d. maintaining aesthetics of trees, shrubs, and grass;
- e. landscape maintenance;
- f. repair of sidewalks;
- g. pool maintenance;
- h. repair of post lights on common property and enclosed front door porch lights;
- i. repair of utilities from the common area to the meter; and



- j. termite bond and pest control.

**Section 2. Services Not Provided by the Association.**

The Association shall not provide the following:

- a. upkeep of windows, screens, doors, glass surfaces, gutters, or downspouts;
- b. removal and/or replacement of rotten wood;
- c. maintenance of landscaping within backyards and enclosed patio areas;
- d. replacement of any removed trees, unless the removal is a result of a decision of the Board;
- e. repair of utilities from meter to a Unit Owner's house (with the exception that the Water Department replaces water meters); or
- f. repair or replacement of sheds and vinyl fences.

**Section 3. Negligence of Owner.**

In the event that the need for maintenance or repair of a Townhouse or the improvements thereon is caused by willful or negligent acts of the Owner or any family member, guest, or tenant of the Owner, the cost of such repair shall become part of the Assessment to which that Townhouse is subject."

2. In **Article VII** of the Declaration, the words "removal of trees or shrubs," are hereby inserted into the first sentence the Article immediately after the words "planting of trees or shrubs".
3. The title of **Article VIII** is hereby changed to "Protective Covenants".
4. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Declaration.
5. Except as amended hereby, the Declaration shall remain in full force and effect.

*[Signatures Contained on Following Page]*

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 10/13/2023 3:31:00 PM  
Fee Amt: \$25.00 Page 1 of 5  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID: 7906905394

**BK 3218 PG 85 - 89**

After Recording Return To:  
The Law Office of Margaret K. Clark, PC  
1 Diamond Causeway, Suite 21 #204  
Savannah, Georgia 31406  
Attn: Margaret K. Clark

Cross Reference:  
Deed Book 2777, Page 42

STATE OF GEORGIA

COUNTY OF CHATHAM

**THIRD AMENDMENT TO THE RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR PARK ROW HOMEOWNERS ASSOCIATION, INC.**

This Third Amendment to the Restatement of Declaration of Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc. (hereafter referred to as "Amendment") is made this 12<sup>th</sup> day of October, 2023.

WITNESSETH:

WHEREAS, that certain Declaration of Declaration of Covenants, Conditions, and Restrictions for Park Row was recorded at 117F, Page 725, et seq., Chatham County, Georgia land records (hereafter referred to as the "Original Declaration"), which Original Declaration has been amended and restated by that certain Restatement of Declaration of Covenants, Conditions, and Restrictions for Park Row Homeowners Association, Inc. recorded at 2777, Page 42, et seq., Chatham County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, Park Row Homeowners Association, Inc. (hereafter referred to as the "Association") is the homeowners association identified in the Declaration;

WHEREAS, pursuant to Article IX, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the Unit Owners;

WHEREAS, the Amendment has been approved by at least seventy-five percent (75%) of the Unit Owners signing an instrument or instruments, which are on file with the Secretary of the Association and are incorporated herein by this reference; and

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

1.

**The second Section 9 of Article VIII of the Declaration is amended by adding striking same in its entirety and replacing the following therefor:**

**Section 9      Subdivision, Time Sharing and Leasing.** In order to protect the equity of the individual Owners within the community, to carry out the purpose for which the community was formed by preserving the character of the community as a residential property of predominantly owner occupied homes, to prevent the community from assuming the character of a renter occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the community be substantially owner occupied, leasing of Townhouses shall be governed by the restrictions imposed by this Section.

(a)      **Definition.** "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Townhouse by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Townhouse as such Owner's primary residence.

(b)      **Prohibition.** Except as provided below in Subsection (c) of this Section, the leasing of Townhouses is hereby prohibited. Additionally, no Townhouse shall be sub-divided or enrolled in any time-sharing program or agreement. Further, short-term rentals, transient tenants, and any other service utilized to temporarily rent or lease Townhouses, or any portion thereof, as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. This prohibition on short-term rentals and transient tenants applies even if the Owner occupies the Townhouse as such Owner's primary residence.

(c)      **Applicability of this Section.** Except as provided herein, the prohibition of leasing contained within this Section shall not apply to any Owner who is an Owner of a Townhouse on the date this Amendment is recorded in the Chatham County, Georgia land records (the "Effective Date") if the Owner ("Grandfathered Owner") is leasing the Townhouse ("Grandfathered Townhouse") on such date. The Grandfathered Owner may continue to lease the Grandfathered Townhouse in accordance with the terms of the Declaration as it existed prior to the Effective Date.

Upon the conveyance of ownership of the Grandfathered Townhouse for value, all leasing restrictions of this Section shall apply and the Townhouse shall no longer be a Grandfathered Townhouse and the Owner shall no longer be a Grandfathered Owner. The expressed purpose of this grandfathering provision is to allow Grandfathered Owners who own, and who are leasing, Grandfathered Townhouses as of the Effective Date to continue to lease their Grandfathered Townhouses, but to thereafter restrict leasing upon conveyance of ownership of the Grandfathered Townhouses (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, provide a copy of a fully executed lease evidencing that the Grandfathered Owner's Townhouse was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Townhouse was not leased on the Effective Date, and thus, is not a Grandfathered Townhouse.

As provided in the Declaration as it existed prior to the Effective Date, no Grandfathered Townhouse shall be sub-divided or enrolled in any time sharing program. Entire Grandfathered Townhouses may be rented provided the occupancy is not for less than six months and such occupancy is only by the lessee and his immediate family or as may be approved or otherwise provided for by the Board of Directors. No room of a Grandfathered Townhouse may be rented and no transient tenant accommodated. Any Grandfathered Owner who rents or leases his or her Grandfathered Townhouse shall provide the Board of Directors of the Association in advance of the proposed commencement of such lease term the following: (i) the name of the lessee, (ii) a copy of any such lease, and (iii) such other information as the Board may reasonably require.

(d) Enforcement Remedies. The leasing of all Townhouses, including Grandfathered Townhouses, shall be governed by the following provisions. The following provisions shall not constitute restrictions on leasing. Rather, the following provisions are remedies of the Association to enforce the terms of the Declaration.

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when an Owner who is leasing his or her Townhouse fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Townhouse Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and 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 in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Townhouse to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Townhouse are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. The Board shall have the right to impose fines against the lessee and/or the Owner for any violation by the lessee, a person living with the lessee, or any guests of the lessee of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee or any guests of the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Townhouse.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee 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 specially assessed against the Townhouse and the Owner thereof, such being deemed hereby as an expense which benefits the leased Townhouse and the Owner thereof.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned officers of Park Row Homeowners Association, Inc. unequivocally state that the agreement of the required majority was lawfully obtained and that all notices required by the Declaration and the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et. seq., were properly given.

**PARK ROW HOMEOWNERS  
ASSOCIATION, INC.**

Wanda J. Hendrix  
Signature of President  
Print Name: Wanda J. Hendrix

Sworn to and subscribed before me  
this 12<sup>th</sup> day of October, 2023

Witness: [Signature]  
Melodie Moore  
Notary Public

Carolyn R. Griner  
Signature of Secretary  
Print Name: Carolyn R. Griner

Sworn to and subscribed before me  
this 12<sup>th</sup> day of October, 2023

Witness: [Signature]  
Melodie Moore  
Notary Public

