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After recording return to:

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YA

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIMITATIONS FOR
THE GREAT SATILLA PRESERVE
CAMDEN COUNTY, GEORGIA

This amendment to the Declaration of Covenants, Conditions, Restrictions, and Limitations for The Great Satilla Preserve, Camden County, Georgia, is made by the Great Satilla Property Owners' Association, Inc., and is applicable to the Declaration of Covenants, Conditions, Restrictions, and Limitations for The Great Satilla Preserve in Camden County, Georgia, dated December 14, 2004 and recorded in the office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1544, Page 764 (hereinafter collectively referred to as the "Declaration"), so as to make certain amendments to the terms and provisions of the Declaration, as herein amended,

apply to all lots of record in The Great Satilla Preserve, as shown on the Plats of record, pursuant to a properly called meeting during which occurred the affirmative assent or vote of not less than eighty percent (80%) of the owners of lots in said Subdivision for the amendments contained herein.

WITNESSETH:

NOW, THEREFORE, Great Satilla Property Owners' Association, Inc., pursuant to the provisions hereinabove and pursuant to the documented vote and approval of not less than seventy-five percent of the owners of lots in said Subdivision, hereby makes and amends the Declaration as follows:

ASSESSMENTS SHALL BE BILLED MONTHLY

Article V, Section 1a, is hereby amended by removing the word "annual" and substituting in its place the word "monthly", so that the first sentence of that sentence reads: "Monthly general assessments or charges for common expenses such as on the Common Area Preserve, taxes, development, maintenance, or repairs of Common Area amenities for purposes of on site property management." The rest and remainder of that section shall remain as stated in the Declaration.

Article V, Section 2c, is hereby amended by removing the word "annual" and substituting in its place the word "monthly" throughout that section. It is the express intention of the members, as set forth in this document, that assessments are fixed and assessed monthly, and shall be billed and paid monthly. The third sentence of that Article V, Section 2c is hereby amended so that it reads: "The Board of Directors may provide for the collection of assessments at intervals other than monthly, and provide a discount for those members electing to pay in advance of the due date for the monthly assessments; provided however, that upon default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full."

Article V, Section 3 and 4 and elsewhere throughout the Declaration, any references to “annual” payment of dues is hereby removed and the word “monthly” shall be substituted in its place.

BOARD MEMBER MUST BE IN GOOD STANDING WITH DUES

Article V, Section 6, is hereby amended by adding a subsection “o” as follows: “(o) A member who is currently past due shall not be qualified to serve on the Board of Directors. If a Board Member fails to pay dues within thirty days of the due date, then any such board member’s vote is suspended until payment in full of the entirety of such arrearage, together with interest and collection costs (including reasonable attorneys’ fees).

TIMBERING OF PERSONAL LOTS

Article VII, Section 2, shall be amended by adding a subsection “g” as follows: “g. Prior to timbering of personal lots, lot owners shall be required to conduct a survey and provide a copy of such survey to the Architectural Review Board for approval, which shall be consistent with the provisions of Article VI, Sections 1 through 7.”

TRANSFER FEE

Article X, Section 1, last sentence shall be amended so that it reads as follows: “There shall be a \$2,500.00 transfer fee paid by the Buyer (or unless otherwise contracted by the parties) to the Association upon every sale of every homesite.”

All other terms and provisions of the Declaration, except as amended hereby, shall remain in full force and effect.

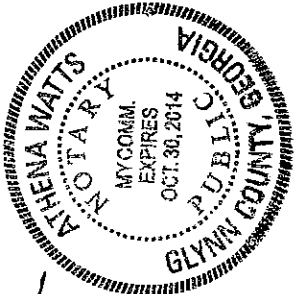
IN WITNESS WHEREOF, the undersigned, The Great Satilla Property Owners’ Association, Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed under proper authority of its Board of Directors, as of this 23rd day of February, 2010.

THE GREAT SATILLA PROPERTY OWNERS' ASSOCIATION, INC.

BY: [Signature]
Its: President
Attest: [Signature]
Its: Secret

Signed, sealed and delivered
this 20th day of March, 2011
in the presence of:

[Signature]
Unofficial Witness
Athena Watts
Notary Public _____ County _____
Georgia



My Commission Exp. _____
(NOTARIAL SEAL)

Recorded MAR 4 2011

[Signature]
Clerk Superior Court