

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 10/28/2020 3:32:00 PM  
Fee Amt: \$25.00 Page 1 of 5  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID: 9176589414

**BK 2116 PG 620 - 624**

RETURN TO:  
McCorkle, Johnson & McCoy, LLP  
319 Tattnall Street,  
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:  
Deed Book 209-F. Page 654,  
Chatham County, Georgia records

**TENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS  
ASSOCIATION, INC.**

PREPARED BY:

McCorkle, Johnson & McCoy LLP

WHEREAS, Turners Cove Development, LLC, “the Developer”, submitted certain real property to the Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., which was recorded on January 6, 2000, in Deed Book 209-F, Page 654, *et seq.*, Chatham County, Georgia land records, as amended and supplemented from time to time (the “Declaration”);

WHEREAS, the Developer has since relinquished all right, title, and control of the Association and Subdivision to the Turners Cove Homeowners Association, Inc. (the “Association”) in accordance with said Declaration;

WHEREAS, the Association amended the Declaration by recording that certain Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., which was recorded on November 16, 2015, in Deed Book 673, Page 434, *et seq.*, Chatham County, Georgia land records (the “Eighth Amendment”);

WHEREAS, the Association amended the Declaration by recording that certain Ninth Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., which was recorded on July 26, 2017, in Deed Book 1135, Page 797, *et seq.*, Chatham County, Georgia land records (the “Eighth Amendment”);

WHEREAS, Article 8.4 of the Declaration provides that the Declaration may be amended by an instrument signed by members of the Association then entitled to cast at least sixty-seven percent (67%) of the votes of the Association;

WHEREAS, pursuant to O.C.G.A. § 44-3-226, the requirement that all consenting members of the Association execute an amendment to the Declaration may be satisfied by a sworn statement by an officer of the Association which unequivocally states that agreement of the required majority was lawfully obtained and that all required notices were properly given;

WHEREAS, after receiving proper notice as required by the Declaration and law, at least sixty-seven percent (67%) of the Members of the Association entitled to vote evidenced their consent to amend the Declaration by voting in favor of said amendment, and accordingly, have approved this Tenth Amendment to the Declaration (this “Amendment”) as certified by the Secretary’s Certificate attached hereto as Exhibit “A”; and,

WHEREAS, any capitalized term contained herein, unless otherwise defined in this Amendment, shall have the meaning ascribed to it in the Declaration.

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

1. The following sentence of Article 4.4 “Exterior Maintenance,” as amended by the Ninth Amendment, is deleted:

“The Association shall maintain, repair and replace the roofs as needed due to normal wear and tear.”

Inserted in its place is the following:

“The Owners shall maintain, repair and replace their roofs as needed due to normal wear and tear. This responsibility shall include maintaining, repairing, and replacing all portions of the roofing system, including, but not limited to, the roof decking, sheathing, protective barriers, and flashing, less and except the flashing and coping that make up a shared party wall, which obligation to maintain, repair, and replace shall be that of the Association, and the cost of which shall be borne by the Owners of the Residential Units abutting said common wall as allocated in the sole discretion of the Association. The maintenance, repair, or replacement of a roof must be performed by a licensed and insured roofing contractor approved by the Association. If an Owner fails to properly maintain, repair, or replace their roof in accordance with this section, then the Association may perform the Owner’s obligation, after providing thirty (30) days written notice to the Owner, unless an emergency exists, in which case the Association may act immediately to abate the emergency. To the extent the Association performs the Owner’s obligation hereunder, then the Association shall charge those costs and expenses back to the Owner in the form of a specific assessment. “

2. The remaining provisions of the Declaration, as amended and supplemented, shall remain in full force and effect. To the extent there is a conflict between this Tenth Amendment and any previous amendment or supplement, this Tenth Amendment shall control.

**(Signatures follow on the next page)**

IN WITNESS WHEREOF, the Association has caused its duly authorized Officers to execute this Declaration as of the 28<sup>th</sup> day of October, 2020.

Sworn to and subscribed before me  
this 28<sup>th</sup> day of October, 2020.

**TURNERS COVE HOMEOWNERS  
ASSOCIATION, INC.,**  
a Georgia non-profit corporation

Hannah Zrudem  
Witness

By: [Signature]  
President

[Signature]  
Notary Public

Attest: Nancy G. Mayor  
Secretary

Amy Lazenby Repella  
NOTARY PUBLIC  
Chatham County, GEORGIA  
My Commission Expires 08/06/2024

[Corporate Seal]


**Exhibit "A"**  
**SECRETARY'S CERTIFICATION**


I, Nancy Meyers, the undersigned duly authorized Secretary of Turners Cove Homeowners Association, Inc., a Georgia non-profit corporation (the "Association"), do hereby certify that this Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions was duly approved by the signatures evidencing the consent of members of the Association holding at least sixty-seven percent (67%) of the total eligible Association vote, said signatures being incorporated herein by this reference.

This 28<sup>th</sup> day of October, 2020.

Signed, sealed and delivered  
this 28<sup>th</sup> day of October,  
2020, in the presence of:

  
Unofficial Witness

  
Nancy Meyers  
Secretary of Turners Cove Homeowners  
Association, Inc.

  
Notary Public  
My Commission Expires: 8/06/24

[Corporate Seal]

Amy Lazenby Repella  
NOTARY PUBLIC  
Chatham County, GEORGIA  
My Commission Expires 08/06/2024