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COEL Development Co, Inc.
7009 Evans Town Center Blvd.
Evans, GA 30809

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2018 AUG 10 AM 10:31

11585 PAGE 26-27
BOOK PAGE
CINDY MASON, CLERK

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

**AMENDMENT TO THE DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS, AND CONDITIONS APPLICABLE TO KELARIE**

WHEREAS, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Kelarie, Phase 1A dated October 6, 2015 is recorded in the Office of Clerk of the Superior Court for Columbia County, Georgia in Deed Book 10054, Pages 0005-0027, as subsequently amended; and

WHEREAS, COEL Development Co, Inc. reserve unto itself, its successors and assigns, the right to amend this Declaration or any portion thereof as it may deem necessary because all lots have not been sold and the rights to amend have not been assigned to the Association; and

WHEREAS, COEL Development Co, Inc. desire to amend the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Kelarie, Phase 1A, as subsequently amended; and

NOW THEREFORE, for One & 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COEL Development Co, Inc. does hereby amend the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Kelarie, Phase 1A dated October 6, 2015 by adding the following as Article III, Section 13:

Article III.

13. Leasing of Premises. Lots may be rented only in their entirety. Renting of a single room, rooms, floor or floors, or other areas within a dwelling that is less than all of the structure or Lot is strictly prohibited. All leases shall be in writing and for a term of at least one (1) year. In the event a court of competent jurisdiction rules that the above prohibition against leasing for less than one year is unenforceable, then a property may not be leased for a term of less than is ruled by the court to be legally enforceable. The intent of this provision is to strictly prohibit boarding houses, individual room renting, or renting for a short duration any portion of a Lot or dwelling. A short duration shall be intended to be defined as any term less than one year that is legally enforceable, i.e. days, weeks or months. **All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.**



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Clerk Superior Court, Columbia County

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Within 10 days of a lease being signed, the Owner of the leased Lot shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing. Subleasing is prohibited.

Notwithstanding the foregoing, no minimum lease term shall prevent an Owner from leasing his or her Unit for a period of two weeks or less during the Masters Golf Tournament.

The Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Kelarie, Phase 1A are hereby ratified, and shall remain in full force and effect except to the extent inconsistent with the amendments set forth herein.

This Amendment is made and entered into this 10th day of Aug, 2018.

Sworn to and subscribe before me

This 10th day of Aug, 2018.

Jim Radley

Witness

COEL Development Co., Inc.

Bill Beazley

Bill Beazley
As its: President

Stephen Beazley Builders, Inc.

Stephen Beazley

Stephen Beazley
As its: President

Joy T. Chambers

Notary Public

My Commission Expires: 1-16-21

