



P. O. Box 13310
Savannah, GA 31416
info@swshoa.com

October 8, 2024

RE: PROPOSED AMENDMENT

Dear Sweetwater Station Resident,

I hope this letter finds you well. We were trying to get this to all homeowners during September, but due to Hurricane Debby and Hurricane Helene, there was a delay in sending this important information.

In our most recent owners' informational meeting in August, many homeowners expressed frustration at the disrepair of several homes in the neighborhood. The Board has been equally frustrated and looking for answers on how to address this issue, as well as other homeowners' concerns. Currently the HOA Board has very limited power to enforce the Covenants as they are written. The new property management team, Premier Services, has guided the Board in establishing a means to enhance the power of the Covenants via an Amendment. The proposed Amendment (see enclosed) aims to provide a means to address homes in disrepair and to adjust the percentage of votes required to pass Amendments. Per the current documents, an affirmative vote of 70% of the community is required to effectuate any changes through amending the Covenants. The proposed Amendment would adjust that number to 50%, which allows decisions to be made more democratically by those who are actively involved.

As a Board member, I am reaching out to request your support for this important Amendment. The Board believes it will benefit all homeowners in our area by enhancing and protecting our property values. After careful consideration and discussions among community members (as well as Premier Services), we are convinced this change will contribute positively to our neighborhood.

We kindly ask you to review the proposed Amendment and consider showing your support by voting affirmatively on the Consent Form on the reverse side of this letter. Your signature will help demonstrate our collective commitment to enhancing our community. The signed Consent Form should be emailed to info@swshoa.com, mailed to the address above, or delivered to 36 Clubhouse Drive.

If you have any questions or would like to discuss this further, please feel free to reach out to me directly at 912-566-0222. Thank you for taking the time to consider this important matter. Together, we can make a positive impact in our community.

Warm regards,

Kim McCumber, Board President

cc: Board of Directors
Premier Services
Property Files

Enclosure

**WRITTEN CONSENT
FOR
SWEETWATER STATION HOMEOWNERS ASSOCIATION, INC.
(Amendment to Declaration of Covenants)**

This form is being provided to you because you are an owner in Sweetwater Station Subdivision. The Board of Directors of Sweetwater Station Homeowners Association, Inc. has proposed an Amendment to the Declaration of Covenants, Conditions and Restrictions for Sweetwater Station Subdivision and Sweetwater Station Homeowners Association, Inc. A copy of the proposed Amendment is enclosed for your review. The proposed Amendment is in final form but may only become effective if approved by the affirmative vote or written consent of at least seventy percent (70%) of the votes of each class of members of the Association. Please indicate below whether you approve or reject the proposed Amendment. We request that all forms be completed and returned to the address below within **thirty (30) days** from the date you receive this form. After that time, the Board and other volunteers may go door to door to obtain completed forms for 60 days after receipt of the earliest dated consent delivered to the Association. Please send your completed form to the following address within the next **thirty (30) days**.

Sweetwater Station Homeowners Association, Inc.

-OR-

By Email To: _____

Please mark the appropriate box below (mark only 1 or your vote will NOT count).

Yes, I/We consent to and approve the Amendment to the Declaration of Covenants, Conditions and Restrictions for Sweetwater Station Subdivision.

No, I/We reject the Amendment to the Declaration of Covenants, Conditions and Restrictions for Sweetwater Station Subdivision.

Date

Signature of Owner

Print Full Name of Owner

Date

Signature of Co-Owner (not required)

Print Full Name of Co-Owner (not required)

Address

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

Cross Reference:
Deed Book 265-Q, Page 364
Chatham County, Georgia Records

STATE OF GEORGIA

COUNTY OF CHATHAM

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
SWEETWATER STATION SUBDIVISION AND SWEETWATER STATION
HOMEOWNERS ASSOCIATION, INC.**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions is made on the date hereinafter set forth and is an amendment to that certain Declaration of Covenants, Conditions, and Restrictions for Sweetwater Station Subdivision and Sweetwater Station Homeowners Association, Inc. dated February 13, 2004, and recorded with the Clerk of Superior Court, Chatham County, Georgia, on February 17, 2004 in Book 265-Q, Pages 364-383 (hereinafter "Declaration").

WITNESSETH:

WHEREAS, the Declaration, as amended, imposes upon the real property described therein (referred to herein as the "Property") certain easements, restrictions, covenants, charges, liens, affirmative obligations, and conditions as set forth therein; and

WHEREAS, pursuant to Article 9 of the Declaration, the Declaration may be amended after termination of Declarant's Class B Membership in the Association by the affirmative vote or written consent, or any combination thereof, of at least seventy percent (70%) of the votes of each class of members of the Association; and

WHEREAS, pursuant to Article IV of the Declaration, the Declarant's Class B Membership is terminated; and

WHEREAS, it is not necessary to obtain the approval of Clifton Equipment Rental, Inc. (“Clifton”) because Clifton is no longer the owner of any additional property; and

WHEREAS, this Amendment has been approved by the affirmative vote or written consent, or any combination thereof, of at least seventy percent (70%) of the votes of each class of members of the Association.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived by the owners and membership of the Association, said Declaration is amended as follows:

1.

Article 7 is amended by adding the following as Section 4:

Section 4. Owner’s Maintenance Obligation and Enforcement.

Each Owner shall maintain and keep in good repair, his or her Residential Unit, lot, yard and all improvements located thereon. Such maintenance shall be carried out in accordance with the standard of conduct, maintenance, or other activity generally prevailing in the Subdivision, which standard may be determined by the Board, or by promulgation of rules and regulations or property and landscaping guidelines.

Any maintenance that involves an exterior change, addition or alteration, including without limitation, landscaping and planting or repainting of the exterior improvements in a different color, shall require prior written approval by the Board or its appointees pursuant to Article 3 of this Declaration. Owner shall perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons on other lots.

If Owner fails to maintain the Residential Unit, lot, yard and all improvements located thereon in a neat and orderly manner and accordance with the standards, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice via U.S. First Class Mail of the Owner’s failure or refusal and of the Association’s right to provide necessary maintenance, repair, or replacement, at the Owner’s cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance, repair or replacement, or if the work is not capable of completion within such time period, to commence the work within ten (10) days and diligently pursue completion. If the Board determines that: (i) an emergency exists, or (ii) that an Owner has not complied with the demand given by the Association herein provided, then the Association may provide such maintenance, repair or replacement at the Owner's sole cost and expense, and such cost shall be an assessment and lien against the Owner and the Residential Unit and lot.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner.

In addition to the above or alternatively, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section, as well as to enforce the Declaration, the Bylaws and the Association's rules and regulations.

2.

Article 9, Section 4(b) is amended by striking 4(b) in its entirety and substituting the following therefor:

(b) By the Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the members of the Association; provided that any such amendments be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Chatham County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the undersigned officers hereby certify that this Amendment was properly approved.

Dated this ____ day of _____, 20____.

SWEETWATER STATION HOMEOWNERS ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Witness: _____

Notary Public