

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 9/3/2021 3:05:00 PM
Fee Amt: \$25.00 Page 1 of 3
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 8863185331

BK 2516 PG 648 - 650

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Return Recorded Document to:
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP
Attn: Bill Glass, Esq.
14 E, State Street
Savannah, Georgia 31401

Cross-Reference:
Deed Book 330-J, Page 512

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR HIDDEN POINTE TOWNHOMES**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN POINTE TOWNHOMES (this "Third Amendment") is made as of the date set forth on the signature page hereof by VILLAGE PARK HOMES, LLC, a South Carolina limited liability company ("Declarant"), and HIDDEN POINTE COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation (the "Association");

WITNESSETH

WHEREAS, Hidden Pointe Townhomes, LLC, a Georgia limited liability company ("Hidden Pointe Townhomes"), as "Declarant," executed that certain Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes, which was recorded August 15, 2007, in Deed Book 330-J, Page 512, et seq., Chatham County, Georgia records; as amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes and By-Laws of Hidden Pointe Townhomes Homeowners Association, Inc., recorded January 5, 2012, in Deed Book 374-Q, Page 908, et seq.; as amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes, recorded January 1, 2013, in Deed Book 384-M, Page 719, et seq.; aforesaid records (hereinafter as supplemented and/or amended, collectively referred to as the "Declaration"); and

WHEREAS, Branch Banking and Trust Company, a North Carolina banking corporation ("BB&T"), was assigned all rights of Hidden Pointe Townhomes as the Declarant under the Declaration pursuant to that certain Sheriff's Deed, recorded June 28, 2011, in Deed Book 370-P, Page 257, et seq., afore said records; and

WHEREAS, BB&T assigned all of its rights, title, interest, powers, privileges, and immunities of the Declarant arising under the Declaration to RRF Hidden Pointe, LLC, pursuant to that certain Assignment of Rights of Declarant Under the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes, recorded January 5, 2012, in Deed Book 374-Q, Page 904, et seq., aforesaid records; and

WHEREAS, RRF Hidden Pointe, LLC, assigned all of its rights, title, interest, powers, privileges, and immunities of Declarant arising under the Declaration to Beacon New Homes, LLC, pursuant to that certain Assignment of Rights of Declarant Under the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes, recorded September 25, 2020, in Deed Book 1728, Page 23, et seq., aforesaid records; and

WHEREAS, Beacon New Homes, LLC, assigned all of its rights, title, interest, powers, privileges, and immunities of the Declarant arising under the Declaration to Village Park Homes, LLC, pursuant to that certain Assignment of Rights of Declarant Under the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes, recorded May 24, 2021, in Deed Book 2383, Page 24, *et seq.*, aforesaid records; and

WHEREAS, Article XX, Section 20.1 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any reason during the Class "B" Control Period, subject to the terms set forth in the Declaration; and

WHEREAS, the Class "B" Control Period has not expired; and

WHEREAS, Declarant desires to amend the Declaration to accommodate leasing in such manner as is consistent with current residential subdivision standards and practices and institutional lending requirements; and

WHEREAS, Declarant desires to amend the Declaration to further clarify the responsibilities of the Association and Owners with respect to maintenance of Living Units in Hidden Pointe Townhomes, as more particularly described herein; and

WHEREAS, Declarant desires to amend the Declaration to make plain that the Class "B" Control Period endures until the Declarant no longer owns property subject to this Declaration, unless earlier terminated by the Class "B" Member; and

WHEREAS, the amendments set forth below are consistent with the scheme of development for the Properties and do not adversely affect the title to any Living Unit;

NOW THEREFORE, the undersigned hereby adopt this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hidden Pointe Townhomes hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used occupied, and improved subject to the Declaration, amended as follows:

1. The Declaration is hereby amended by deleting the definition of "Class "B" Control Period" of Article II, entitled "Concepts and Definitions," to read as follows:

"Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board as provided in Section 3.3 of the By-Laws. The Class "B" Control Period shall terminate on the first to occur of the following:

(a) when Declarant no longer owns any of the property described in Exhibits "A" and "B"; or

(b) when, in its discretion, the Class "B" Member so determines.

2. For the benefit of all Owners and all holders, insurers and guarantors of Mortgages with respect to the Properties and Living Units, as described under Article XVII, the Declaration is hereby amended by deleting Article V, "Leasing," in its entirety. Accordingly, from and after the date hereof, Article V of the Declaration is intentionally blank.

3. The Declaration is hereby amended by deleting Article XXI, Section 21.1, entitled "Association's Maintenance Responsibility of Living Units," to read as follows:

21.1 Association's Maintenance Responsibility of Living Units

The Association shall maintain and keep in good repair the exterior portions of all Living Units, as more particularly provided herein. Maintenance by the Association of the exterior portions of all Living Units shall be limited to the following: (a) mowing, trimming, edging and weeding of all trees, shrubs, and grass; (b) annual pressure washing of exterior building surfaces located on a Living Unit; and (c) other exterior improvements located on a Living Unit which are not installed or maintained by an Owner as provided in Section 21.2 below. The Association shall not be responsible for the maintenance, repair, or replacement of any glass surfaces located on any portion of a Living Unit.

4. Unless otherwise defined herein, the words used in this Third Amendment shall have the same meaning as set forth in the Declaration.

5. Except as amended by this Third Amendment, all terms and conditions of the Declaration shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of the Declaration and the terms of this Third Amendment, the terms of this Third Amendment shall control.

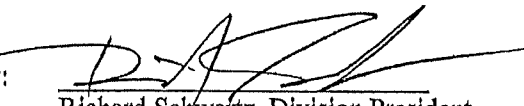
6. This Third Amendment shall be effective upon being recorded in the records of the Clerk of Superior Court of Chatham County, Georgia, and shall be enforceable against current Owners of a Living Unit subject to the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Thrd Amendment to be duly executed by its authorized officers, this 2nd day of September, 2021.

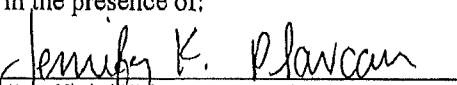
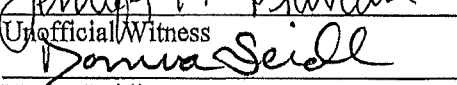
DECLARANT:

VILLAGE PARK HOMES, LLC
A South Carolina liability company

By:


Richard Schwartz, Division President

Signed, sealed and delivered
in the presence of:


Unofficial Witness

Notary Public

My Commission Expires: June 5, 2023

