

Upon recording return to:
LDV
Coulter & Sierra, LLC
2800 Century Parkway, Suite 275
Atlanta, Georgia 30345
1053.01

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Page: 171

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUN CITY PEACHTREE**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUN CITY PEACHTREE is made this 25 day of November, 2019 by Pulte Home Company, LLC, a Michigan limited liability company, an entity legal converted from Pulte Home Corporation, a Michigan corporation, doing business through and under its "Del Webb" brand (the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sun City Peachtree, which was recorded on November 6, 2007 at Deed Book 3179, Page 171, *et seq.*, in the real property records of the Clerk of the Superior Court of Spalding County, Georgia; as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree, recorded on November 22, 2011 at Deed Book 3589, Page 49, *et seq.*, in the real property records of the Clerk of the Superior Court of Spalding County, Georgia (hereinafter as supplemented and/or amended from time to time collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Article XVII, Section 17.2 of the Declaration, during the Declarant Control Period (as such term is defined in the Declaration) the Declarant may unilaterally amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as provide herein; and

WHEREAS, the Declarant Control Period has not expired or been terminated; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states this Amendment was adopted and became effective in accordance with the provisions of the Declaration.

NOW, THEREFORE, pursuant to the powers vested in the Declarant under the Declaration, the undersigned hereby adopt this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree, 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.

Article VIII, Section 8.16 of the Declaration entitled "New Member Fee." is hereby amended by deleting the existing Section 8.16 of the Declaration in its entirety and replacing it as follows:

8.16. New Member Fee.

NOTE WELL: This section provides for the collection of a New Member Fee which is payable at the closing of each and every transfer of title to a Lot, unless the transaction is specifically exempted under Subsection (d). While expressly payable by the grantor, the Association's lien securing payment of the New Member Fee shall survive the passage and transfer of title in the event the fee is not collected and paid to the Association at closing.

(a) Authority. As an additional funding source in addition to the administrative or transfer fee collected to cover administrative costs of membership transfer; the Association shall collect a New Member Fee upon each and every transfer of title to a Lot, other than exempt transfers as set forth herein. The New Member Fee shall be charged to and payable by the grantor of the Lot at the closing of the transfer, and shall be secured by the Association's lien for assessments, which lien shall not be affected by the transfer of title. Each Owner transferring a Lot shall notify the Association's secretary or designee at least seven days prior to the scheduled closing. Such notice shall include the name of the buyer, the date of title transfer, and other information the Association may reasonably require.

(b) Fee Limit. The fee shall be an amount set by the Board by resolution, but not to exceed the then-current Base Assessment, for the fiscal year in which the conveyance of such Lot shall take place.

(c) Purpose. New Member Fees shall be used for purposes which the Association Board deems beneficial to meet the general operating needs of the Association. By way of example and not limitation, New Member Fees may be used to assist the Association or one or more tax-exempt entities in funding operating and maintenance costs for recreational facilities, common areas, open space preservation, and all other funding needs for operating the Association.

(d) Exempt Transfers. Notwithstanding the above, no New Member Fee shall be levied upon transfer of title to property:

- i. By or to the Declarant unless it is a conveyance by Declarant to an Owner of a Dwelling Unit to be used for residential purposes;
- ii. By a co-owner to any Person who was a co-owner immediately prior to such transfer;
- iii. To the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
- iv. To an entity wholly owned by the grantor or to a family trust created by the grantor for the direct benefit of the grantor and his or her spouse and/or heirs at law; provided, upon any subsequent transfer of an ownership interest in such entity, the New Member Fee shall become due;
- v. To an institutional lender as security for the performance of an obligation pursuant to a Mortgage; or
- vi. To or by the Association.

2.

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

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of the Superior Court of Spalding County, Georgia and shall be enforceable against current Owners of Lots in the Community.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned officer of the Declarant has executed this Second Amendment on the date and year first written above.

DECLARANT:
PULTE HOME COMPANY, LLC,
a Michigan limited liability company,

By: *Cheri Haddington*

Printed Name: *Cheri Haddington*

Title: *VPE*

Signed, sealed, and delivered in the presence of:

Quin Ball

Witness

Jennifer Bojda

Notary Public

[NOTARY SEAL]

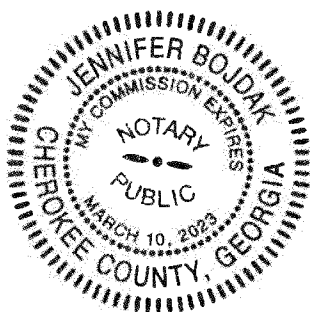


Exhibit "A"
Sworn Statement of President Of
Sun City Peachtree Community Association, Inc.

STATE OF GEORGIA
COUNTY OF FULTON

Re: Sun City Peachtree Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Sun City Peachtree Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The Declarant Control Period has not expired or otherwise been terminated and foregoing Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree was adopted in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree.
4. Deponent makes this Affidavit pursuant to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree and Official Code of Georgia Annotated Section 44-2-20.

This the 25th day of November, 2019

Sworn to and subscribed before me
This 25th day of November, 2019:

Jenny Bojda
Notary Public

Signed: J-G

Print Name: Jason Garrett

[AFFIX NOTARY SEAL]

