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Coulter & Sierra, LLC
1770 Indian Trail Rd NW, Suite 300
Norcross, Georgia 30093
1053.01

**COUNTY OF SPALDING
STATE OF GEORGIA**

Cross Reference

Deed Book:	3179
Page:	171
Deed Book:	3589
Page:	49
Deed Book:	4494
Page:	301

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUN CITY PEACHTREE is made as of the 2nd day of April, 2025, 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 December 27, 2011, at Deed Book 3589, Page 49, *et seq.*, aforesaid records; as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree, recorded on November 27, 2019, at Deed Book 4494, Page 301, *et seq.*, aforesaid records (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 Third 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 I, Section 1.19 of the Declaration, entitled "Declarant Control Period", is hereby amended by deleting the existing Section 1.19 of the Declaration in its entirety and replacing it as follows:

1.19 Declarant Control Period: The period commencing upon the recording of this Declaration and ending upon the last to occur of:

- (a) The end of the Development Period;
- (b) The expiration of twenty (20) years from the date of recording hereof; or
- (c) Earlier than (a) or (b) above, if so designated in a written notice executed by the Declarant and recorded in the Public Records as being the end/termination of the Declarant Control Period.

2.

Article V, Section 5.1 of the Declaration, entitled, "Association Maintenance", is hereby amended by adding a new subsection (j) after subsection (i) to read as follows:

(j) "Shared Wall" or "Shared Walls" means one or more retaining walls originally installed by Declarant or the Association for the purpose of providing additional structural support for improvements within the Community, which are located (i) on two or more Lots, (ii) on Common Area and one or more Lots, or (iii) located entirely on one Lot **and** (a) has at least one exposed face (i.e., one above-ground surface) exceeding one-hundred and fifty (150) square feet in area; and (b) has an above-ground height of; (X) at least four (4) feet for a continuous span of fifteen (15) feet, or (Y) in excess of 10 feet at any point. "Shared Drainage" means drainage installed by Declarant or the Association for the

purpose of providing drainage around and/or through a Shared Wall or Shared Walls.

By way of example, any of the following would constitute a Shared Wall: (X) a wall on a single Lot having an above-ground height of four (4) feet for a length of thirty-eight (38) feet, or (Y) a wall on a single Lot that has a ten (10) foot long section with an above-ground height of four (4) feet, a twenty-five (25) foot long section with an above-ground height of three and one-half (3.5) feet, and a six (6) foot long section with an above-ground height of four (4) feet, or (Z) a wall on a single Lot that has a eighteen (18) foot long section with an above-ground height of ten (10) feet.

The Association shall maintain, repair and replace the Shared Walls and Shared Drainage and the Association's cost of same shall constitute Common Expenses. Any retaining wall installed by an Owner on such Owner's Lot shall not be deemed to be a Shared Wall regardless of the dimensions of such wall. Any storm drainage pipe installed by Owner on such Owner's Lot shall not be deemed to be Shared Drainage regardless of the dimensions of such pipe. Owner shall maintain, repair and replace such retaining walls and storm drainage pipes.

3.

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

4.

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.


5.

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 Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree on the date and year first written above.

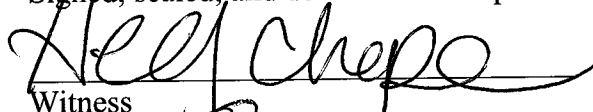
DECLARANT:
PULTE HOME COMPANY, LLC,
a Michigan limited liability company,

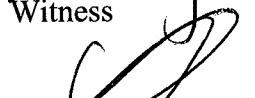
By: 

Printed Name: Jason Gornell

Title: VP of Land

Signed, sealed, and delivered in the presence of:


Witness


Notary Public
[NOTARY SEAL]

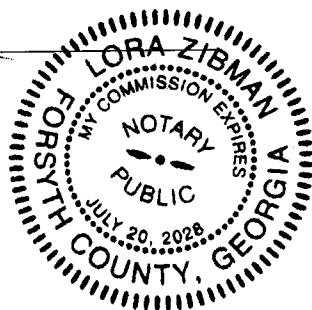


Exhibit "A"
Sworn Statement of President of
Sun City Peachtree Community Association, Inc.

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:

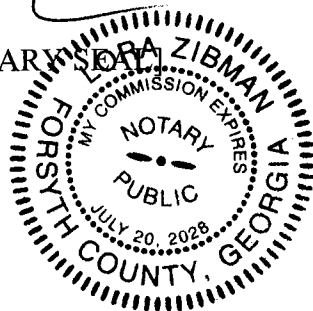
1. Deponent is the President of Sun City Peachtree Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The Declarant Control Period has not expired or otherwise been terminated and foregoing Third 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 10th day of April, 2025

Sworn to and subscribed before me
This 10th day of April, 2025:

Notary Public

[AFFIX NOTARY SEAL]



Signed: _____

Print Name: _____

Jason Garrett