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EFFINGHAM COUNTY

The Ratchford Firm
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RETURN TO:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:
Deed Book 1759, Page 389,
Deed Book 2277, Page 144,
Deed Book 2354, Page 162,
Deed Book 2382, Page 39,
Effingham County, Georgia records

**THIRD AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COVERED BRIDGE SUBDIVISION
Effingham County, Georgia**

WHEREAS, Gregg Howze, Inc. ("Howze") owned a certain parcel of land containing 145.05 acres, more or less, as shown on the plat of survey made by Charles W. Tuten, G.R.L.S. # 2345, dated October 8, 2004, and recorded in Plat Book C, Page 60-B1, Effingham County, Georgia (the "Howze Tract");

WHEREAS, Howze recorded the Declaration of Protective Covenants for Covered Bridge in Deed Book 1759, Page 389, et seq., Effingham County, Georgia records, (the "Original Declaration"), subjecting a portion of the Howze Tract, as described on that certain Subdivision Plat of Covered Bridge Subdivision recorded in Plat Book C161, Pages A-C to the Original Declaration;

WHEREAS, Howze conveyed a security interest in the Howze Tract to Suntrust Bank, which security interest was subsequently assigned to South Georgia Bank;

WHEREAS, prior to submitting the remaining portion of the Howze Tract to the Original Declaration, South Georgia Bank foreclosed on the Howze Tract, less and except those Lots that had been previously sold by Howze and released from South Georgia Bank's security interest;

WHEREAS, South Georgia Bank, purportedly acting in its capacity as the successor to Howze's interest in the Howze Tract, formed the Covered Bridge Association, LLC, a Georgia limited liability company, for the purpose of administering the functions of a homeowner's association, including, but not limited to, the maintenance of common areas and enforcement of covenants and restrictions contained in the Original Declaration;

WHEREAS, in conjunction with forming the Covered Bridge Association, LLC, South Georgia Bank, as the sole member of Covered Bridge Association, LLC, recorded an Amendment to the Declaration of Protective Covenants for Covered Bridge Association, LLC, in Deed Book 2277, Page 144, Effingham County, Georgia records (the "First Amendment");

WHEREAS, South Georgia Bank and Covered Bridge Association, LLC, by and through South Georgia Bank as its sole member, recorded a Second Amendment to the Declaration of Protective Covenants for Covered Bridge Subdivision in Deed Book 2354, Page 162, Effingham County, Georgia records (the "Second Amendment");

WHEREAS, South Georgia Bank, as the sole member of Covered Bridge Association, LLC, filed that certain Correction of Amendment to Declaration of Protective Covenants for Covered Bridge Subdivision in Deed Book 2382, Page 39, Effingham County, Georgia records (the "Corrective Amendment," which collectively with the Original Declaration, First Amendment, and Second Amendment, are hereinafter referred to as the "Declarations");

WHEREAS, on December 8, 2016, to the extent it retained any Declarant Rights, Howze quit claimed any and all rights it had as Developer/Declarant to South Georgia Bank as evidenced by the quitclaim deed recorded on December 21, 2016, and at Deed Book 2282, Page 37, Effingham County, Georgia records;

WHEREAS, on December 21, 2016, South Georgia Bank conveyed the Howze Tract, less and except any Lots that had been previously conveyed, to BGN Investments, LLC ("BGN" or "Declarant");

WHEREAS, contemporaneously with the conveyance of the Howze Tract, South Georgia Bank assigned any rights, interests, powers, privileges, immunities, reservations, easements, obligations and exemptions it retained as Declarant (the "Declarant Rights") under the Declarations to BGN;

WHEREAS, BGN is the Declarant and, pursuant to the Declarations, BGN may amend the Declarations in its sole discretion for the purpose of enhancing property values and dealing with unforeseen issues;

WHEREAS, BGN desires to amend the Declarations for the purpose of enhancing property values, said amendments being in conformity with the general purpose of the restrictions, conditions, and limitations contained in the Original Declaration, and for the purpose of submitting the remaining portion of the Howze Tract to the restrictions, conditions, and limitations contained in the Declarations, as amended herein.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, the recitals listed above, and the benefits derived by the Members of the Association, BGN, as Declarant, hereby amends and supplements the Declarations as follows:

1. Any reference to "Covered Bridge Association, LLC," as the Association, as that term is defined in the Declarations, is deleted, and the phrase "Homeowners Association of Covered Bridge, Inc." is inserted in its place. The purpose of this provision is to eliminate confusion as to the entity vested with the authority to administer the responsibilities set forth in the Declarations. The entity vested with said authority shall be from hence forth the Homeowners Association of Covered Bridge, Inc., a Georgia non-profit corporation (the "Association").
2. Declarant ratifies, confirms, and reaffirms the covenants, restrictions, and easements set forth in the Declarations, subject to the terms and conditions contained herein.
3. Article I of the First Amendment is deleted in its entirety, and the following inserted in its place:

"Article I.

1. Purpose and Intent: By recording this Declaration, the Association intends to enhance and protect the value, desirability, and attractiveness of the subdivision known as Covered Bridge. This Declaration provides for Covered Bridge's administration, maintenance, and preservation.

2. Submitted Property: All property described in Exhibit "A" shall be owned, conveyed, and used subject to all the provisions of this Declaration, which shall run with the title to such property. Exhibit "A" includes all property previously submitted to the Original Declaration, and known and referred to as Phase 1 of Covered Bridge Subdivision, as shown on that certain plat recorded in Plat Book C-161, Pages A-C, Effingham County, Georgia records ("Phase 1"), as well as additional property being submitted in accordance with the Original Declaration, known and referred to as Phase 2 of Covered Bridge Subdivision (a/k/a

Holly Pointe Subdivision), as shown on that certain plat recorded in Plat Book C60, Page B1, less and except any portion of Phase 1 ("Phase 2").

3. Membership: Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to the limitations contained herein, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by an officer, director, member, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. Membership shall transfer automatically upon the conveyance of a Lot to the new Owner.

4. Voting: Members shall have one equal vote for each Lot in which they hold the interest required for membership under Article I, Section 3. No vote shall be exercised for any Lot which is exempt from assessment under Article II, Section 12(a) or for any Lot that is delinquent in the payment of Assessments or is in violation of the Declaration or By-Laws, and said disqualified Lots shall not count towards the total number of Lots in determining the necessary Lots to achieve a quorum. In any situation where there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

5. Enforcement: The Board of Directors shall have the ability to impose reasonable monetary fines for violations of the Declarations or Bylaws, or of rules and regulations passed by the Board of Directors, after providing written notice of the violation to the Owner and/or violator and the amount of the potential fine.

Prior to imposing fines and/or suspending membership rights, as set forth herein, the written notice shall notify the Owner and/or violator of the right to request a hearing before the Board of Directors. The Owner and/or violator must request a hearing within ten (10) days of the date of the written notice. If a hearing is requested, the Board of Directors shall take reasonable efforts to schedule a hearing as soon as possible, and any fines or suspension of membership shall be stayed pending the hearing. The hearing requirement is not necessary to suspend membership rights for Owners who owe Assessments, for continuing violations, or for a violation that occurs within twelve (12) months of receiving a violation notice.

Fines shall be imposed in the same manner as assessments set forth hereinbelow, and shall be a lien on the Lot, and the personal obligation of the Owner, and a joint and several obligation of the violator to the extent the violator and Owner are not the same person. The Declarant and Qualified Builders shall be subject to reasonable fines if, and only if, the Declarant consents to and/or agrees to the fine in writing.

Subject to the limitations contained herein, the Association, and the Architectural Control Committee, where applicable, shall be empowered to enforce the covenants, restrictions, and limitations, including, but not limited to, the design standards, promulgated in the Declarations.

Any reference in the Declaration to a performance deposit paid to the developer shall be deleted and, in no event, may a deposit be demanded or required of a Qualified Builder or Declarant by the Association.”

4. Article II, Section 9 of the First Amendment is deleted and the following inserted in its place:

“The annual assessment shall be established by the Board of Directors based on the total anticipated expenditures plus funding for the capital reserve account, divided by the total number of non-exempt Lots. The Board of Directors shall prepare and circulate an annual budget prior to the annual meeting of the Association. The Members have the right to disapprove the annual budget by a majority vote of the total Association vote. Should the Board of Directors fail to establish a budget, or if the budget is disapproved, then the preceding year’s budget shall remain in effect until such time as the Board of Directors adopts a new budget”

5. Article II, Section 18 of the First Amendment is deleted and the following inserted in its place:

“The Association shall have the right to borrow money subject to the approval of a simple majority of the Voting Members, present in person or by proxy, at a meeting called for the specific purpose of approving said loan. The loan shall be only on the terms and for the purpose(s) specified in the meeting notice. The presence at the meeting of Voting Members, in person or by proxy, entitled to cast fifty-one (51%) percent of all the votes of the Association shall constitute a quorum for such a meeting to approve a loan.”

6. Article II, Section 12(a) of the First Amendment shall be amended to add the following:

“(a) All Assessments provided for herein shall commence as to any Lot upon the conveyance of a Lot from the Declarant/Developer to a third party who is not a Qualified Builder. Lots owned by the Declarant are exempt from the requirement to pay assessments until the Lot is either conveyed by Declarant to a party other than a Qualified Builder, or a Certificate of Occupancy is issued for the Lot. The Declarant may also establish a list of Qualified Builders, who shall be licensed and insured general contractors who purchase a Lot for the purpose of building a single family residence within Covered Bridge Subdivision. Qualified Builders shall be exempt from the payment of assessments for a period of twelve (12) months from the conveyance from Declarant to the Qualified Builder.”

7. Article V, Section 23 of the First Amendment, as amended by subsection “d” of the Corrective Amendment, shall be deleted and the following inserted in its place:

“No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing or trees or change of property grade be made until plans or specifications showing the nature, kind, shape, height, materials, location, and grade of the same have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Control Committee (“ACC” or “Committee”), subject to those Owners who are exempt as set forth hereinbelow.

In carrying out such function, the ACC shall prepare community standards for architectural control guidelines for adequacy and application; shall monitor member compliance with the standards and guidelines and provide resolution/enforcement recommendations to the Board; and shall carry out additional duties as assigned by the Board. In carrying out its duties and responsibilities as aforesaid, the ACC shall appoint one of its members as Chairperson who shall convene meetings of the Committee, as required, to carry out the business of the ACC. Said Chairperson shall maintain a record of Committee meetings in the form of minutes; maintain a written record of all architectural change requests for use by the Committee; shall inform the Board, as required, of any matters within the realm of the Committee's responsibilities which need immediate attention; and, shall carry out such additional duties as assigned by the Board. A written report shall be submitted to the Board, as required, to keep the Board informed of changes, developments, and the Committee's activities. A decision of one Committee may not necessarily be binding on a subsequent Committee, so long as the decision of any Committee is reasonable in light of all circumstances in existence at the time of the decision, and said decision is not made arbitrarily, capriciously, or in bad faith.

Notwithstanding anything herein to the contrary, the ACC shall be appointed by the Board of Directors and shall consist of three (3) individuals. To be on the ACC, the individual must either be a Member of the Association or a licensed design professional. Notwithstanding anything herein to the contrary, if the Board of Directors does not appoint an ACC, then the Board shall serve as ACC. Any Lot or Property owned by the Declarant or a Qualified Builder **shall not** be subject to ACC approval, but shall conform to the design standards set forth in the Declarations, as may be amended from time to time. Notwithstanding the foregoing, the following design standards are removed or amended as to only Phase II:

- (a) Wiring for lamp post by street right of way is not required and installation of lamp posts is not required.
- (b) Garage doors must be raised panel, but insulation is not required.
- (c) Brick or paver walkway in driveway where sidewalk crosses driveway is not required.

For so long as the Declarant, or its successors or assigns, owns a Lot or has any interest of record in the Property, any modifications to the design standards set forth in the Declarations, other than those stated herein, shall require the approval of the Declarant and the ACC.”

8. The following is inserted at the end Article VI of the First Amendment:

“31. The Association shall have the ability to amend this Declaration by a 2/3rds majority vote of the total eligible vote of the Association, at a meeting duly called for said purpose, or by written ballot in accordance with the Association's governing documents and Georgia law. So long as Declarant, or its successors or assigns, owns a Lot or has any interest of record in the Property, any amendment must also be consented to in writing by Declarant.

32. Declarant's right to unilaterally amend the Declaration, without consent or vote of the Members, shall expire upon the earlier of: (1) the Declarant no longer owning any Lot or

having any interest of record in the Property; or (2) October 1, 2028. Subject to the provisions contained in Article V, Section 23 requiring ACC approval for amendments to the design guidelines, any unilateral amendment to the Declarations by Declarant shall (a) conform with the general purpose of the restrictions, conditions, and limitations contained herein, including that the Property only be a single family, residential neighborhood, (b) shall not conflict with any material provision of the Declaration; and (c) shall not materially adversely affect the existing rights of the Members.”

9. The following is inserted after Article VI:

“Article VII: Definitions

32. Concepts and Definitions: The terms used in the Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below:

(a) **“Common Area”:** The property which is now or subsequently owned by the Association through conveyance from the Declarant or otherwise, for the common use and enjoyment of the Members including, without limitation, all areas shown on any Plat as common property.

(b) **“Annual Assessments”:** Those regular assessments established annually, and calculated based on each Lot’s equal share of the budgeted Common Expenses for the fiscal year. Annual Assessments may be charged on an annual, semi-annual, or monthly basis, as determined in the sole discretion of the Board of Directors.

(c) **“Articles of Incorporation”:** Homeowners Association of Covered Bridge, Inc.’s, Articles of Incorporation, filed with the Secretary of State of the State of Georgia, as they may be modified and amended from time to time.

(d) **“Association”:** Homeowners Association of Covered Bridge, Inc., a Georgia non-profit corporation, its successors or assigns.

(e) **“Assessment”:** Assessments levied on all Lots subject to assessment under Article II, and collectively includes Annual Assessments and Special Assessments for Capital Improvements.

(f) **“Board of Directors” or “Board”:** The body responsible for administration of the Association, selected as provided in the By-Laws, and generally serving the same role as the board of directors under the Georgia Non-profit Code.

(g) **“Bylaws”:** The Bylaws of the Association, as amended and restated, and attached hereto as Exhibit “B.”

(h) **“Common Expenses”:** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate.

(i) **Dwelling Unit**: Any residence situated on a Lot which is intended for use and occupancy for a single family.

(j) **Lot**: A portion of Covered Bridge Subdivision, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any Dwelling Unit and improvements thereon.

(k) **Member**: A person or legal entity subject to membership in the Association pursuant to Article I, as amended herein.

(l) **Owner**: One or more persons or legal entity holding record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(m) **Plats** or **Development Plats**: The plats of Covered Bridge Subdivision, including the plats recorded in Plat Book C-161, Pages A-C, and Plat Book C60, Page B1, Effingham County, Georgia records, and any subsequent plats of subdivision recorded by the Declarant pertaining to Phase II of Covered Bridge Subdivision.

(n) **Private Roads**: The private rights of way within the Covered Bridge Subdivision, as shown on the Plats and subject to any easements of record.

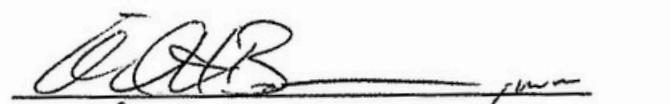
(o) **Property**, **Properties**, **Development** or **Covered Bridge Subdivision**: All that certain tract or parcel of land shown in Exhibit "A," and which comprises Phases 1 and 2 of the Covered Bridge Subdivision.

(p) **Voting Members**: Those members that are eligible to vote present in person or by proxy at a duly called meeting of the Association."

In witness hereof on this 25th day of February, ²⁰¹⁹ 2018.

DECLARANT:

BGN INVESTMENT, LLC


By: Wilson H. Burns
Its: Managing Member

Signed, sealed and delivered this

25th day of February,

2019, in the presence of:

Catherine J. Jones
Unofficial Witness

Notary Public

My Commission Expires



EXHIBIT A

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 145.05 acres, more or less, that is shown and more particularly described by the plat of survey made by Charles W. Tuten, R.L.S. #2345, dated October 8, 2004, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 60 B-1, which is incorporated into this description by specific reference thereto.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.