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Daniel W. Massey, Clerk  
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Chatham County, Georgia

After recording, please return to:  
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CROSS REFERENCE: Deed Book: 330-J  
Page: 512

384 M 719

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN POINTE TOWNHOMES (hereinafter referred to as "Second Amendment") is made this 24th day of January, 2013 by **RRF HIDDEN POINTE, LLC**, a Georgia limited liability company (hereinafter sometimes referred to as "RRF Hidden Pointe" or "Declarant") and **HIDDEN POINTE COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as 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, at 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, at Deed Book 374-Q, Page 908, *et seq.*, aforesaid records (hereinafter as supplemented and/or amended from time to time, 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 Sherriff's Deed, recorded June 28, 2011, at Deed Book 370-P, Page 257, *et seq.*, aforesaid 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 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, at Deed Book 374-Q, Page 904, *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 so long as the amendment is consistent with the scheme of development; provided no such amendment shall adversely affect the title to any Living Unit without the consent of the Owner thereof; and

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

**WHEREAS**, the foregoing Second Amendment is consistent with the scheme of development for the Properties and does not adversely affect the title to any Living Unit; provided, however, in the event a court of competent jurisdiction determines that this Second Amendment does adversely affect the title to any Living Unit without such Owners consent in writing to this Second Amendment, then this Second Amendment shall not be binding on the Owner so involved, unless such Owner consents to this Second Amendment; and if such consent is not forthcoming, then the provisions of the original Declaration prior to this Second Amendment shall control with respect to the Owner; and

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

**NOW THEREFORE**, the undersigned hereby adopt this Second 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 of the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article IV, Section 4.1, entitled "General," in its entirety and replacing it with a new Section 4.1 to read as follows:

4.1. General. No exterior construction, alteration or addition of any structures or improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, storm and screen doors, storm windows, fencing, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of Hidden Pointe Townhomes unless,

384 M 720

installed by the Declarant or its affiliates, approved in accordance with this Article, or otherwise expressly permitted under this Declaration.

2.

The Declaration is hereby amended by deleting Article VII, Section 7.2(b) of the Declaration in its entirety and replacing it with a new Section 7.2(b) to read as follows:

(b) exterior maintenance on Living Units, as more particularly set forth in Article XXI hereof;

3.

The Declaration is hereby amended by deleting Article VII, Section 7.3(a)(vi) in its entirety and replacing it with a new Section 7.3(a)(vi) to read as follows:

(vi) The Declarant, the Association and their representatives and agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in Hidden Pointe Townhomes to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing herein shall be construed as permitting entry into any single family dwelling located on a Living Unit without the consent of the Owner. Any structure, improvement or landscaping improvement placed or made in violation of the Declaration shall be deemed to be nonconforming. Upon written request from Declarant or the Board, as applicable, an Owner shall, at its own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant or the Association and their respective agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Living Unit as a specific assessment. In such event, neither Declarant, the Association nor their respective officers, directors, members, employees and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedures set forth herein.

384 M 721

4.

The Declaration is hereby amended by adding a new Section 10.9 to the end of Article X of the Declaration, entitled "Working Capital Contribution," to read as follows:

10.9. Working Capital Contribution. Upon the sale of each and every Living Unit after it has been improved with a residence for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the annual assessment applicable to the Living Unit for the year of such conveyance shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a Specific Assessment against the Living Unit, shall be in addition to, not in lieu of, the Base Assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose providing a direct benefit to Hidden Pointe Townhomes, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Living Unit who becomes the Owner of a Living Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Living Unit from the foreclosing mortgagee.

5.

The Declaration is hereby amended by adding a new Section 10.10 to the end of Article X of the Declaration, entitled "Budget Deficits During Declarant Control," to read as follows:

10.10. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Area or any

384 M 722

of the improvements maintained by the Association shall be given in connection with such loan

6.

The Declaration is hereby amended by adding a new Article XXI to the end of the Declaration, entitled "Maintenance of Living Units," to read as follows:

**Article XXI Maintenance of Living Units**

**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) pressure washing of exterior building surfaces located on a Living Unit, on a schedule to be determined by the Board of Directors; and (c) other exterior improvements located on a Living Unit which are not installed 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. In addition to the foregoing, the Association shall inspect all roofs and gutters on an annual basis and Owners shall be responsible for any repairs to the same upon sixty-60 days written notice from the Association, as set forth in Section 21.2 below.

**21.2 Owner's Maintenance Responsibility of Living Units.**

(a) General. Except for maintenance performed on a Living Unit by the Association pursuant to Section 20.1 hereof, all maintenance of the Living Unit and all structures and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the maintenance, repair and replacement to: (i) any structural component serving the Living Unit, including any repairs or damage arising out of water damage or rotted wood, including, without limitation, fascia boards; (ii) all decks, porches and patios, including, without limitation, steps and staircases; (iii) chimneys; (iv) windows, window frames, doors and door frames; (v) any light fixture located on the exterior of a Living Unit; (vi) any additional shrubbery or landscaping added to the Living Unit by the Owner thereof; provided, however, any landscaping improvements installed by such Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Living Unit and the costs associated with removing such damaged, diseased or dead plants, shrubs and trees may be assessed against the Owner and the Living Unit as

384 M 723

a Specific Assessment; (vii) all glass surfaces located on any portion of a Living Unit; (viii) any pipe, wire, line and conduit which exclusively serves the Living Unit, regardless of whether such pipe, wire, line or conduit is located within or outside of the Living Unit's boundaries; (ix) all storm water drainage facilities which are located on and/or exclusively serve a Living Unit; (x) any exterior improvements located on a Living Unit which are installed by the Owner(s) or occupant(s) thereof; (xi) walkways serving a Living Unit; (xii) the painting of exterior building surfaces of a Living Unit, subject to approval under Article IV hereof; and (xiii) all maintenance, repair and replacement to the roof, downspouts and gutters serving a Living Unit, subject to approval under Article IV of this Declaration and as outlined in Section 21.1 above.

(b) Failure to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable period of time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Living Unit as a Specific Assessment. This provision shall not apply to any Living Unit(s) owned by the Declarant, unless improved with a dwelling and occupied as a residence.

7.

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

8.

This Second Amendment shall be effective only 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.

9.

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

384 M 723A



IN WITNESS WHEREOF, RRF Hidden Pointe, LLC, as the Declarant under the Declaration, has caused this Second Amendment to be executed under seal the day and year first above written.

PAGE 384 M 724

DECLARANT: **RRF HIDDEN POINTE, LLC**, a Georgia limited liability company

By: *Brian Davison* (SEAL)  
Print Name: Brian Davison  
Title: President

Signed, sealed, and delivered in the presence of:

*Beth Blackwell*  
WITNESS

*John M. Oster*  
NOTARY PUBLIC



My Commission Expires: **Notary Public, Cobb County, Georgia**  
**My Commission Expires May 4, 2015**



[AFFIX NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby consents to, approves and executes this Second Amendment under seal, this 24 day of January, 2012.

384 M 725

ASSOCIATION: **HIDDEN POINTE COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: [Signature]  
Brian Davison, President

Attest: [Signature]  
Stacy Patton, Secretary

Signed, sealed, and delivered in the presence of:

[AFFIX CORPORATE SEAL]

Beth Blochman  
WITNESS



[Signature]  
NOTARY PUBLIC

My Commission Expires: **Notary Public, Cobb County, Georgia**  
My Commission Expires May 4, 2015  
[NOTARY SEAL]