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Rebecca J. Walden
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AMENDMENT TO MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVINGTON POINTE

This AMENDMENT TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVINGTON POINTE ("Amendment") is made this 4th day of DEC., 2024 by, by **SGAR PROPERTIES LLC**, a Georgia limited liability company (the "Developer-Declarant" or "Developer"), having an address of One Independent Drive, Suite 3130, Jacksonville, Florida, 32202.

WHEREAS, Developer-Declarant, as the Developer of the residential development known as Covington Pointe in Glynn County, Georgia, executed a Master Declaration of Covenants and Restrictions for Covington Pointe, recorded in Official Records in Deed Book 3034, Page 165, of the Glynn County Public Records (as amended and supplemented, the "Declaration"), and amended, said Amendment recorded in Official Records Book 3079, Page 159, on November 21, 202, thereby submitting all of the real property described in the Declaration to the terms thereof; and

WHEREAS, Developer-Declarant has incorporated Covington Pointe Homeowners' Association, Inc. as a Georgia non-profit corporation to manage the affairs and administer of the neighborhood and has issued governing bylaws for said Association (the "Bylaws"); and

WHEREAS, pursuant to Section 12.3 of the Declaration, The Developer-Declarant may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration; and

WHEREAS, pursuant to the provision of the Declaration, the Developer-Declarant has been authorized and wishes to amend the Declaration,

NOW, THEREFORE, the undersigned does hereby amend the Declaration as follows:

I.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.7 **Exempt Property.** The following property shall be exempt from payment of Annual Assessments and Special Assessments found in Section 7.2: (a) all Common Area and such portions of the property owned by Developer as are included in the Common Area; (b) any property dedicated to and accepted by any governmental authority or public utility; and any and all property owned by the Developer, its related entities, subsidiaries, or partners.

Section 7.8 **Capital Contribution and Transfer Fees.** Each purchaser of a Lot except for the Declarant-Developer and Exempt Property found in Section 7.7, will pay an Initial Capital Contribution to the Association in an amount equal to the greater of Four Hundred Twenty-Five and No/100 Dollars (\$425.00) or One Hundred Percent (100%) of the annual assessments. Amounts paid shall

not be considered advance payments of Annual or Special Assessments. This same fee shall apply to all subsequent transfers of title to a new member of the Association.

2.

ARTICLE XI
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER-DECLARANT

Section 11.7 **Transfer of Class B Member by Developer-Declarant.** The Developer-Declarant shall have the exclusive right, in its sole discretion, to transfer and assign its Class B Member status, including all rights, privileges, and obligations associated therewith, to any Successor Developer, Builder, or entity (hereinafter "Successor Developer") that the Developer-Declarant deems appropriate. Such transfer shall be effective upon the recording of a written instrument executed by the Developer-Declarant, duly assigning its Class B Membership to the Successor Developer, in the official public records of Glynn County, Georgia.

The Successor Developer, upon acceptance of such assignment, shall assume all rights, powers, and obligations of the Developer-Declarant as a Class B Member under this Declaration. The Developer-Declarant shall notify all Owners in the Association in writing of any such transfer, but failure to provide such notice shall not affect the validity of the transfer.

3. This Amended Declaration shall become effective upon its recordation in the public records of Glynn County, Georgia. As specifically amended hereby, the Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Amended Declaration, this Amended Declaration shall control.
4. All capitalized terms contained in this Amended Declaration, and which are defined by the Declaration, shall have the same meanings as such terms defined by the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Amendment under seal on the day and year first above written.

Sworn and subscribed before me

This 4 day of DEC 2024

In the presence of:

Julia Nichols

Unofficial Witness

Janet Valdes

Notary Public

My Commission Expires: _____

SGAR PROPERTIES, LLC

a Georgia Limited Liability Company

By: ARNOLD S. ROGERS

Name: ARNOLD S. ROGERS

Its: MANAGER

Attest: Julia Nichols (SEAL)

Name: _____

Its: _____

