

Deed Doc: COVE  
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Carter Brown  
Clerk Superior Court, Walker County, Ga.  
Bk 02069 Pg 0229-0232

Prepared by and when recorded return to:  
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Chattanooga, Tennessee 37402  
Attn: Evan A. Allison, Esq.

**CROSS REFERENCE:**

- (1) DEED BOOK 517, PAGE 86, OFFICE OF THE CLERK OF THE SUPERIOR COURT FOR DADE COUNTY, GEORGIA
- (2) DEED BOOK 1953, PAGE 701, OFFICE OF THE CLERK OF THE SUPERIOR COURT FOR WALKER COUNTY, GEORGIA

**THIRD AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS**

**THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this "Amendment") is made to be effective as of the 31<sup>ST</sup> day of DECEMBER, 2019, by **MCLEMORE HOLDINGS, LLC**, a Georgia limited liability company ("Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the declarant under that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated October 2, 2017, of record in Deed Book 517, Page 86 in the Clerk of the Superior Court of Dade County, Georgia (the "Dade Clerk's Office") and in Deed Book 1953, Page 701 in the Clerk of the Superior Court of Walker County, Georgia (the "Walker Clerk's Office"), as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2017, Page 704 in the Walker Clerk's Office, and in Book 534, Page 644 in the Dade Clerk's Office, as further amended by that certain Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 1004, Page 225 in the Walker Clerk's Office, and in Book \_\_\_\_, Page \_\_\_\_ in the Dade Clerk's Office, and as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 172 in the Dade Clerk's Office, and in Book 1953, Page 787 in the Walker Clerk's Office, as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 175 in the Dade Clerk's Office, and in Book 1953, Page 790 in the Walker Clerk's Office, as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 63 in the Dade Clerk's Office, and in Book 1982, Page 724 in the Walker Clerk's Office, and as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 66 in the Dade Clerk's Office, and in Book 1982, Page 727 in the Walker Clerk's (collectively, the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration in make certain changes to the terms, conditions, and restrictions of the Declaration; and

WHEREAS, at a duly called meeting of the Members of the Association, Declarant has caused this Amendment to be approved by the requisite number of Members in accordance with the requirements of Section 18.2 of the Declaration; and

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. **Contractor Requirements.** Section 11.3 of the Declaration is hereby revised by adding a new Section 11.3(c), as follows:

“Each Owner who acquires an unimproved Lot (by purchase, transfer, assignment, or other process) shall cause a residential home to be constructed thereon by an approved Builder, and shall cause such Builder to enter into an approved builder agreement or similar agreement with the Declarant (or its designated assignee) prior to the commencement of construction. Among other requirements, each Owner acknowledges that such approved builder agreement shall require Builder to pay Declarant a four percent (4%) marketing participation fee (the “Marketing Fee”) for each home it constructs on a Lot, based on the construction contract price assessed with respect to such home.

The Owners of Multifamily Tracts, Commercial Tracts and the Golf Course are not subject to this requirement.”

2. **Leasing.** Section 12.4(h) of the Declaration is hereby revised by adding the following language to the end of Section 12.4:

Declarant (and following the expiration of the Declarant Control Period, the Association) shall have the right to impose additional, reasonable rules and regulations pertaining to an Owner's ability to lease its Lot and any improvements thereon, to the extent not in conflict with the preceding terms of this Section 12.4. Notwithstanding anything herein to the contrary, the Association shall not have the ability to restrict or impede the short-term vacation rental program maintained by McLemore Club LLC, a Georgia limited liability company (together with its successors and assigns) with respect to certain improvements located on the Properties.

3. **Declarant Control Period.** The termination date of the Declarant Control Period, which was previously defined in Section 3.2 of the Declaration as the “earlier of January 1, 2020; or when, in its discretion, the Declarant so determines and desires in a recorded instrument”, is hereby revised to instead be January 1, 2022. Accordingly, all of the rights, obligations, conditions, privileges, and requirements in the Declaration that are subject to the Declarant Control Period shall continue in full force and effect until January 1, 2022.

4. **Deletion of Capitalization Requirement.** Section 10.11 of the Declaration ("Capitalization of Association") is hereby deleted in its entirety.

5. **Architectural Review Committee.** Section 11.2 of the Declaration ("Architectural Review") is hereby revised by adding the following terms to the end of the current language of Section 11.2(b) of the Declaration:

"Notwithstanding the preceding, at least one (1) member of the Architectural Review Committee must be a Member of the Association."

A corresponding revision to Section 5.5 of the Bylaws ("Architectural Review Committee") is hereby made, by adding the following terms to the end of the current language of Section 5.5 of the Bylaws:

"Notwithstanding the preceding, at least one (1) member of the Architectural Review Committee must be a Member of the Association."

6. **Annual Meeting Requirements.** Section 2.3 of the Bylaws ("Annual Meetings") is hereby revised by deleting the phrase "ninety (90) days" and replacing it with the phrase "one hundred twenty (120) days". For clarity, the full text of Section 2.3 of the Bylaws, as revised, is set forth below:

"The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least fifteen (15) before, but not more than one hundred twenty (120) days after, the close of the Association's fiscal year on a date and at a time set by the Board of Directors."

7. **Association Meeting.** Declarant hereby affirms that at a duly-called meeting held for such purpose on the 14<sup>th</sup> day of December, 2019, in accordance with the terms and conditions of the Declaration and the Bylaws of the Association, the Members have approved this Third Amendment and all its terms, in accordance with the requirements of the Declaration.

8. **Full Force and Effect.** All other provisions contained in the Declaration remain unchanged and the Declaration, as modified herein, remains in full force and effect. All capitalized terms used in this instrument that are not otherwise defined shall have the meanings ascribed thereto under the Declaration.


[SIGNATURES CONTINUED ON FOLLOWING PAGES]

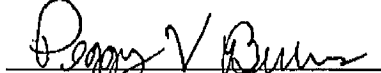
IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and date set forth above.

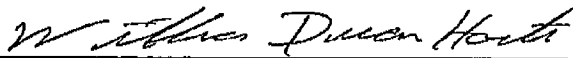
**DECLARANT:**

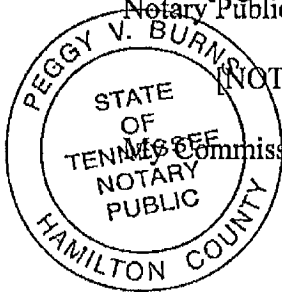
Signed, sealed and delivered  
in the presence of:

**MCLEMORE HOLDINGS, LLC,**  
a Georgia limited liability company

  
Unofficial Witness

  
Notary Public

By:   
Name: WILLIAM DUANE HORTON  
Title: PRESIDENT



[NOTARIAL SEAL]

[CORPORATE SEAL]

Commission Expires: 11/16/2022