

DOC# 001230
FILED IN OFFICE
3/14/2017 10:55:00 AM
BK:1110 PG:440-443
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Please Cross Reference To:
Deed Book 1103, Page 72
Deed Book 1110 Page 433
Pickens County, GA Records

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
THE VILLAGE ON BLACKWELL CREEK
(A "Conservation Subdivision" Development)**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE ON BLACKWELL CREEK is made effective the 28th day of February, 2017 by The Village Land Company, LLC, a Georgia limited liability company (the "Declarant").

WHEREAS, Declarant filed on the public records of Pickens County, Georgia that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE ON BLACKWELL CREEK dated effective as of January 12, 2016 recorded on December 21, 2016 in Deed Book 1103, Pages 72-146 aforesaid records (the "Original Declaration"); and,

WHEREAS, the Original Declaration identified certain real property located and situated in Pickens County, Georgia as the "Property" (per Exhibit "A-1" thereof) all or portions of which the Declarant declared it would or may submit the governance of the terms and provisions of the Original Declaration; and,

WHEREAS, a part of the terms and provisions of the Original Declaration, the Declarant did in fact submit to the Declaration a portion of the Property identified as "**Phase One** of The Village on Blackwell Creek Subdivision" to include the "Common Area" or the "Conservation Acreage Phase 1 (5.70 acres)" of Phase One of The Village on Blackwell Creek Subdivision as

shown on plat attached thereto marked as Exhibit "B-2" and simultaneously recorded in Plat Book P-1, Pages 1-8 aforesaid records ("Phase One"); and,

WHEREAS, the Declarant amended the Original Declaration via that certain **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE ON BLACKWELL CREEK** dated effective as of February ~~23~~^{March} 14, 2017 recorded on February 14, 2017 in Deed Book 1110, Pages 433 aforesaid records (the "First Amendment to Declaration") by adding "**Phase Two of The Village on Blackwell Creek Subdivision**" to include the "Common Area" or the "Conservation Acreage Phase 2 (3.68 acres)" to the governance and control of the Declaration; and,

WHEREAS, the Property abuts a development known as Big Canoe and which is governed by that certain Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association, Inc. and Big Canoe Company dated January 7, 2005 recorded in Pickens Co, GA in Deed Book 628, Page 67 (and as amended hereinafter referred to as the "Big Canoe Declaration") which is by reference incorporated herein; and,

WHEREAS, the Declarant wishes to reserve the right (but not be obligated) to submit all or any portion of the Property (if so accepted by the Big Canoe Property Owners' Association, Inc.) (the "Big Canoe Association") to the governance of the Big Canoe Declaration in exchange for granting to owners of lots within The Village on Blackwell Creek Subdivision the rights and privileges otherwise afforded only to the members of the Big Canoe Association to use the amenities situated upon properties owned by, under control of, or to which the Big Canoe Association may uniquely have access (the "Big Canoe Amenities") subject to Big Canoe Declaration and its related rules and regulations.

NOW THEREFORE for good and adequate consideration, the sufficiency and receipt of which is hereby acknowledged, Declarant hereby amends the Original Declaration, as amended, the following:

Except as amended above, all other terms and provisions of the Original Declaration are hereby reaffirmed and ratified

"Notwithstanding anything to the contrary in this Declaration, Declarant reserves an easement, license and right in and to all and any portion of the Property to submit same to the governance of the Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association, Inc. and Big Canoe Company dated January 7, 2005 recorded in Pickens Co, GA in Deed Book 628, Page 67 (and as amended hereinafter referred to as the "Big Canoe Declaration") which is by reference incorporated herein (whether such property is owned by the Declarant or has been conveyed to a third party) in exchange for granting to owners of lots within The Village on Blackwell Creek Subdivision the rights and privileges afforded to the members of the Big Canoe Association to use the amenities situated upon properties owned by, under control of, or to which the Big Canoe Association may uniquely have access (the "Big Canoe Amenities") subject to Big Canoe Declaration and its

related rules and regulations on terms and conditions in the sole discretion of the Declarant (a "Big Canoe Submission"); **provided, however**, that in the event of a Big Canoe Submission, the Declarant shall first give to any then owner of a subdivision lot in The Village on Blackwell Creek Subdivision a thirty (30) day prior written notice of such Big Canoe Submission which notice shall provide a written release of said lot owner's monetary obligations for the payment of any assessments accruing to The Village on Blackwell Creek Homeowners' Association arising under The Village on Blackwell Creek Declaration after the Big Canoe Submission; **and further provided however that** in the event a Big Canoe Submission causes a Village on Blackwell Creek Subdivision lot owner's annual assessment thereafter due to the Big Canoe Association to increase during the twelve (12) month period following the Big Canoe Submission more than 110% above such lot owner's then current annual assessment obligation to The Village on Blackwell Creek Homeowners' Association, then in such event the Declarant shall reimburse the Village on Blackwell Creek Subdivision lot owner for such difference as a condition precedent to the Big Canoe Submission. Subsequent to any Big Canoe Submission, the property so submitted shall be governed by this Declaration and by the Big Canoe Declaration except as to the obligation to pay assessments which shall solely to the Big Canoe Association and where any conflict exists or arises between the application of this Declaration and the Big Canoe Declaration in the governance of property so submitted, the latter shall control. No Big Canoe Submission shall alter, modified, amend or cause any portion of this Declaration as relates to the "Conservation Easement" set forth in this Declaration to be null and void. Any future Village on Blackwell Creek Subdivision lot owner so effected by any Big Canoe Submission agrees to execute such documents as the Declarant may reasonable require to effectuate a Big Canoe Submission and each such owner hereby appoints the Declarant or it designed representative as such lot owner's limited attorney in fact to execute such documents as the Declarant deems necessary in its sole discretion."

Except as amended above, all other terms and provisions of the Original Declaration are hereby reaffirmed and ratified

(Signatures on next page.)

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to the Declaration to be fully executed under seal as of the day, month and year first above written.

Signed, sealed and delivered in the presence of the undersigned: this 9th day of March 2017.

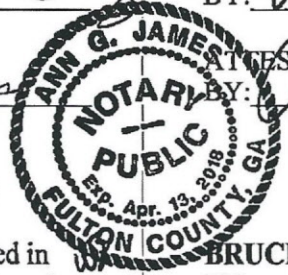
DECLARANT:

THE VILLAGE LAND COMPANY, LLC
By: Wayne Bruce Designs, Inc.
Manager/Co-Member

Leah Cad
Witness

BY: Way Bruce Manager member
Title

Ann G. James
Notary Public



BY: Way Bruce Manager member
Title

(NOTARY SEAL)

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of the undersigned, this 9th day of March 2017.

BRUCE & BURKETT, LLC
BY: Curtis Burkett, LLC,
Co-Member

Sheri J. Cadenhead
Witness

BY: [Signature]
CURTIS BURKETT, Co-Member

Carlin W. St
Notary Public

(NOTARY SEAL)

