

John W Small Jr
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**SECOND AMENDMENT TO
 THE DECLARATION
 OF COMMON INTEREST COMMUNITY
 FOR
 MCGINNIS POINT**

This Second Amendment to the Declaration of Common Interest Community for McGinnis Point (“Second Amendment”) is made and entered into this 26 day of February, 2019, by **LGI Homes – West Virginia, LLC**, a West Virginia limited liability company (“Declarant”).

WHEREAS, by a Declaration of Common Interest Community Development, dated May 12, 2006, and recorded July 5, 2006, in the Office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 841, at Page 622 (hereinafter “Declaration”), S&A Land Acquisition Limited Partnership/Arden (“S&A”) caused to be created and subject to West Virginia’s Uniform Common Interest Ownership Act at West Virginia Code § 36B-1-101, et. seq. (the “Act”), a Planned Community Development known as The Arden Manor II Common Interest Community, a West Virginia Planned Community (“Arden Manor II”);

WHEREAS, by that certain 1st Amendment to the Declaration of Common Interest Community (the “First Amendment”), dated August 22, 2008, and of record in said Clerk’s Office in Deed Book 909, at Page 40, S&A changed the name of the community from Arden Manor II to “The McGinnis Point Common Interest Community, a West Virginia Planned Community” (hereinafter, the “Community”), renamed the association of the Community to The McGinnis Point Homeowners Association, Inc. (hereinafter, the “Association”), and amended certain units, terms and conditions;

WHEREAS, by deed dated July 24, 2018, and of record in said Clerk’s Office in Deed Book 1219, at Page 103, S&A conveyed to LGI Homes – West Virginia, LLC, a West Virginia limited liability company (“Declarant”), all of the Property, as defined in the Declaration, of the Community and all of S&A’s developer and declarant rights set forth in the Declaration and First Amendment;

WHEREAS, the Declarant desires to amend the Declaration to revise certain provisions and restrictions;

NOW THEREFORE, Declarant declares that the Declaration is amended as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Second Amendment as if fully set forth herein.

2. **Declarant.** LGI Homes – West Virginia, LLC is the current Declarant of the Community and holds all rights of the Declarant pursuant to the Declaration. Declarant remains in control of the Association, subject to the renewed Declarant Control Period outlined below.

3. **Declarant Control Period.** Section 12.2 Declarant Control Period is hereby deleted in its entirety and replaced with the following:

Section 12.2 **Declarant Control Period.**

Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of a Unit to a person other than the Declarant for a period of not more than five (5) years, provided, however, that notwithstanding the foregoing, Declarant's control shall terminate regardless no later than the earlier of sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant or two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

12.2.1 Until the sixtieth (60th) day after conveyance of twenty-five percent (25%) of the Units, which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than the Declarant.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, one (1) additional Executive Board Members shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member shall be elected by Unit Owners other than Declarant.

4. **Annual Payments.** Section 10.3 Annual Payments is hereby deleted in its entirety and replaced with the following:

Section 10.3 **Annual Payments**

10.3.1. All Common Expense assessments made in accordance with Sections 2.1 and 10.2 of this Declaration to meet the requirements of the Association's annual budget shall be on a calendar year basis, payable in one (1) annual payment, which shall be due and payable to the Association, on or before, and no later than January 31st of each year.

10.3.2. In no event shall the Common Expense annual assessments be more than \$500.00. This amount can only be amended with the written consent of a majority of Unit Owners other than the Declarant.

10.3.3. Special Assessments shall be due and payable as set forth by the Executive Board.

5. **Development Rights.** Declarant hereby waives and forfeits its Development Rights, as defined in the Declaration.

6. **Full Force and Effect.** This Second Amendment does not amend or modify any other terms of the Declaration or prior amendments thereto. Unless expressly modified herein, all terms and conditions of the Declaration and amendments thereto shall continue in full force and effect.

[Signature Page Follows]

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE TO SECOND AMENDMENT]

WITNESS the following signatures and seals.

LGI HOMES – WEST VIRGINIA, LLC,
a West Virginia limited liability company



William M. Lee, President

~~STATE OF WEST VIRGINIA,~~ District of Columbia
~~COUNTY OF MONONGALIA, TO-WIT:~~ Washington

I ZAKELINA PASKO, a notary public of said county, do certify that
WILLIAM M LEC of LGI Homes – West Virginia, LLC, a West Virginia
limited liability company, who signed the writing hereto annexed, has this day in my said county, before
me acknowledged the same to be the act and deed of said limited liability company.

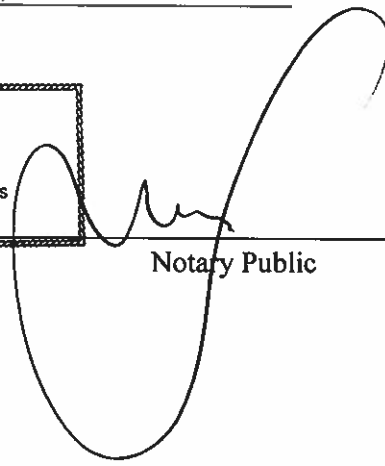
Given under my hand this 26th day of February, 2019.

My commission expires: 12-14-21

OFFICIAL SEAL



Notary Public
ZAKELINA PASKO
My Commission Expires
12-14-21



Notary Public