

Deed Doc: COVE  
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Treva W. Shelton  
Clerk Superior Court, Paulding County, Ga.  
BK 02673 Pg 0064-0065

After recording, please return to: CROSS REFERENCE: PAULDING COUNTY, GEORGIA  
Lisa A. Crawford Deed Book: 2014  
Dorough & Dorough, LLC Page: 922  
Attorneys at Law  
Two Decatur TownCenter, Suite 520  
125 Clairemont Avenue  
Decatur, Georgia 30030

**FIRST AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BALLENTINE POINTE**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 5th day of January, 2009 by **BALLENTINE DEVELOPMENT COMPANY, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Legacy Communities of Ballentine Point, LLC, a Florida limited liability company, as Declarant, executed that certain Declaration of Covenants, Conditions and Restrictions for Ballentine Pointe, which was recorded on October 31, 2005 in Deed Book 2014, page 922, *et seq.*, Paulding County, Georgia land records (hereinafter as such document may have been supplemented and amended from time to time referred to as the "Declaration"); and

**WHEREAS**, Legacy Communities of Ballentine Point, LLC assigned all of the rights, title, interest, powers, privileges and immunities of Legacy Communities of Ballentine Point, LLC as Declarant under the Declaration to Ballentine Development Company, LLC pursuant to that certain Amendment of Declaration and Assignment of Declarant's Rights which was recorded on August 13, 2008, at Deed Book 2616, Page 306, *et seq.*, aforesaid records; and

*TRW*

WHEREAS, pursuant to Article 19 of the Declaration, the Declarant may unilaterally amend the Declaration for any purpose; provided, however, such amendment shall not materially, adversely affect the substantive rights of any Lot Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner; and

WHEREAS, this amendment does not materially or adversely affect the substantive rights of any Lot Owner and it does not adversely affect title to any Lot; and

WHEREAS, Declarant desires to amend the Declaration for the purpose set forth herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ballentine Pointe, hereby declaring that all 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 the last sentence of the first paragraph of Article 8, Section (b) so that the first paragraph of Article 8, Section (b) shall read as follows:

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder and assessments levied under Paragraph 16 hereunder.

2.

The Declaration is hereby amended by adding to Article 8 of the Declaration a new Section (k), entitled "Initiation Fee", to read as follows:

(k) Initiation Fee. Upon every sale of a Lot to an Owner other than a Declarant, successor Declarant or a builder acquiring such Lot during the ordinary course of business, an initiation fee in the amount of Four Hundred and No/100 Dollars (\$400.00) 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 initiation fee shall constitute a specific special assessment against the Lot, shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of the Declaration. This specific assessment shall not apply to the

holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring the Lot from the foreclosing Mortgagee.

3.

The Declaration is hereby amended by deleting Article 12, entitled "Leasing," in its entirety and replacing it with a new Section 12, to read as follows:

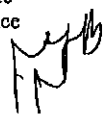
Article 12. LEASING.

Lots may be leased for residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have an initial minimum term of at least six (6) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. Any lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance.

Every Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Declaration and Bylaws. If the fine is not paid by the lessee within the time period established by the Board, the Owners shall pay the fine upon notice from the Association of the lessee's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Lot, the phone number of the lessee, the Owner's address and telephone number other than at the Lot and other such information as the Board may reasonably require.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee and/or Occupant(s) in accordance with Georgia law.



The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

When a Lot Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

4.

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

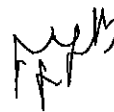
5.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Paulding County, Georgia.

6.

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

[SIGNATURES ON FOLLOWING PAGE]

A handwritten signature in black ink, appearing to be 'M. P. P.', is located in the lower right quadrant of the page.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: **BALLANTINE DEVELOPMENT COMPANY, LLC, a Georgia limited liability company**

By: Thomas L. Bradbury (SEAL)  
Name: THOMAS L. BRADBURY  
Title: VP

Signed, sealed, and delivered in the presence of:

Joe Butler  
WITNESS

Sarah B. Fuller  
NOTARY PUBLIC

My Commission Expires: 12/2/2011

