

Deed Book 54261 Pg. 256  
Filed and Recorded Oct-17-2014 11:41am  
2014-0283421  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

After recording, please return to:  
JW Homes, LLC  
Attn: Legal Department  
4125 Atlanta Road  
Smyrna, Georgia 30080

CROSS REFERENCE:  
Deed Book: 44541  
Page: 122

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**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE ENCLAVE AT JETT FERRY**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR THE ENCLAVE AT JETT FERRY (hereinafter referred to as "Amendment") is made as of June 24, 2014 by **JW HOMES, LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant").

RECITALS

**A.** John Wieland Homes and Neighborhoods, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Protective Covenants and Easements for the Enclave at Jett Ferry, which was recorded February 28, 2007 in Deed Book 44541, Page 122, *et seq.*, Fulton County, Georgia records (hereinafter as supplemented and/or amended from time to time collectively referred to as the "Declaration").

**B.** John Wieland Homes and Neighborhoods, Inc. assigned all of the rights, title, interests, powers and authority as the Declarant arising under the Declaration to JW Homes, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Declarant's Rights, recorded November 19, 2012 at Deed Book 51909, Page 427, *et seq.*, aforesaid records.

**C.** Pursuant to Article XIII, Section 4 of the Declaration, for so long as the Declarant has the right unilaterally to subject additional property to the Declaration, the Declarant may unilaterally amend the Declaration for any purpose provided that 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 written consent of the affected Lot Owner.

**D.** Pursuant to Article IX, Section 1(a) of the Declaration, the right of Declarant to unilaterally subject additional property to the Declaration has not expired.

E. The foregoing Amendment does not materially adversely affect the substantive rights of any Lot Owner nor does it adversely affect title to any Lot.

F. The Declarant desires to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein.

### TERMS

**NOW THEREFORE**, the undersigned hereby declares that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1. The Declaration is hereby amended by deleting Article IV, Section 9 of the Declaration, entitled "Capitalization of Association," in its entirety and replacing it with a new Article IV, Section 9 to read as follows:

#### **Section 9. Capitalization of Association; Initiation Fee.**

(a) An initiation fee (sometimes also referred to as a "working capital assessment" or "capital contribution") must be paid to the Association by or on behalf of any purchaser of a Lot (other than Declarant or its affiliates) upon the transfer or sale of the Lot, as follows:

<b>Purchaser</b>	<b>Maximum Initiation Fee</b>
Initial Owner (the party purchasing from the Declarant, a developer or a builder)	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.
Second and subsequent Owners	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.

(b) This initiation fee set forth in subsection (a) above shall constitute a specific assessment against the Lot, and shall be in addition to, not in lieu of, any other assessments levied on the Lot and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. These initiation fees shall be collected at the closing of the Lot, or if not collected at closing, shall be paid immediately upon demand by the Association. The initiation fee shall be disbursed to the Association for any use which provides a direct benefit to the Community, including, without limitation, covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

(c) No initiation fee under subsection (a) shall be required from 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 an initiation fee shall be required from the Owner acquiring the Lot from the foreclosing Mortgagee.

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

3. This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

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


IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment, under seal as of the date and year written above.

DECLARANT:

**JW HOMES, LLC**, a Delaware limited liability company

By:  (SEAL)  
Joel S. Reed, Senior Vice President

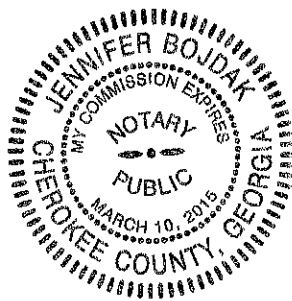
Signed, sealed, and delivered  
in the presence of:

  
WITNESS Andrew McBride

  
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



CONSENT OF LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (collectively with its successors or assigns, "Lender"), for its benefit and the benefit of the Lender Parties, as defined in that certain Credit Agreement dated as of January 28, 2014 by and among JW Homes, LLC ("Borrower"), Lender, and the financial institutions party thereto and their assignees under Section 13.6 therein, is the holder of that certain Deed to Secure Debt with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (hereinafter, the "Security Deed") encumbering all or a portion of the property described in and/or subject to this document (the "Property").

Lender hereby consents to the execution and recording of the document to which this is attached, and agrees that any foreclosure of the security title and interest under the Security Deed or any other instrument evidencing or securing Lender's interest shall be subject and subordinate to this document and any amendments thereto as it affects the Property.

Effective as of July 8, 2014.

LENDER:  
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]  
Name: Billy C. Olson  
Title: Vice President

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS  
[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

[NOTARY PUBLIC]

