

After recording return to:  
Coulter & Sierra, LLC  
2800 Century Parkway, Suite 275  
Atlanta, Georgia 30345  
AHB 1763.01

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Hall County, GA

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### **AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR REUNION**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR REUNION (hereinafter referred to as "Amendment") is made as of September 18, 2018 by Pulte Home Company, LLC, a Michigan limited liability company fka Pulte Home Corporation (hereinafter referred to as "Pulte").

#### **BACKGROUND STATEMENT**

WHEREAS, John Wieland Homes and Neighborhoods, Inc. ("JWHN"), as "Declarant" under the Declaration, executed that certain Declaration of Protective Covenants for Reunion which was recorded on March 13, 2002 in Deed Book 4144, Page 137, *et seq.* Hall County, Georgia records; as amended by that certain Amendment to Declaration of Protective Covenants for Reunion and Bylaws of Reunion Neighborhood Association, Inc. which was recorded on November 8, 2002 in Deed Book 4369, Page 443, *et seq.* Hall County, Georgia records; as further amended by that certain Amendment to Declaration of Protective Covenants for Reunion which was recorded on February 18, 2003 in Deed Book 4467, Page 182, *et seq.* Hall County, Georgia records; as further amended by that certain Amendment to Declaration of Protective Covenants for Reunion which was recorded on April 21, 2004 in Deed Book 4945, Page 1, *et seq.* Hall County, Georgia; as further amended by that certain Amendment to Declaration of Protective Covenants for Reunion which was recorded on May 26, 2016 in Deed Book 7705, Page 708, *et seq.* Hall County, Georgia records; and as supplemented from time to time (hereinafter, as amended and supplemented, referred to as "Declaration"); and

WHEREAS, JWHN thereafter assigned all of its rights, title and interest as Declarant under the Declaration to JW Homes, LLC pursuant to that certain Assignment of Declarant Rights dated November 15, 2012 and recorded on November 20, 2012 in Deed Book 7096, Page 11, *et seq.* Hall County, Georgia records; and

WHEREAS, JW Homes, LLC thereafter assigned all its rights, title and interest as Declarant under the Declaration to Pulte pursuant to that certain Assignment of Declarant's Rights

dated January 14, 2016 and recorded on January 22, 2016 in Deed Book 7643, Page 611, *et seq.* Hall County, Georgia records; and

WHEREAS, pursuant to Article XIV, Section 4 of the Declaration, so long as Declarant has the right unilaterally to subject additional property to the Declaration, Declarant may unilaterally amend the Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner; and

WHEREAS, Declarant desires to amend the Declaration to resolve a conflict between the terms of the Declaration and the design guidelines; and

WHEREAS, Declarant's right to unilaterally subject additional property to the Declaration has not expired or been terminated; and

WHEREAS, this Amendment does not materially adversely affect the substantive rights of any Lot Owner under the Declaration or adversely affect title to any Lot;

NOW, THEREFORE, pursuant to the powers retained by Declarant under Article XIV, Section 4 of the Declaration, and in accordance with the provisions of that Section, the Declaration is hereby amended to delete Article VI, Section 3 in its entirety and replace it as follows:

Section 3. **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Board except: (a) one (1) professional security sign consistent with the Community-Wide Standard not to exceed four inches (4") by four inches (4") in size (and in the case of a Townhome Unit the Board or its designee may require that the sign be displayed only from within the dwelling structure); (b) such signs as may be required by legal proceedings; and (c) signs erected by Declarant and its affiliates. In addition, in connection with a bona-fide offer to sell or lease a residence, one (1) professionally lettered "For Sale" or "For Rent" sign consistent with the Community-Wide Standard may be displayed on the Lot (or, in the case of a Townhome Unit, displayed only from within the dwelling structure), but only if the content of the sign and anything else attached to, associated with or in the vicinity of the sign states or conveys only that the residence is for sale or for rent and the name and telephone number of the person to contact for additional information. Any other type of "For Sale" or "For Rent" sign shall not be permitted in the Community. The Board shall have the right to erect any reasonable and appropriate signs. The Board may impose a fine against any Owner or Occupant of up to Five Hundred Dollars (\$500.00) per day for violations of this Section in addition to any other remedies of the Association. Any fine imposed pursuant to this Section shall be deemed an assessment against the Lot and may be collected in the same manner as provided herein for collection of assessments.

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

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

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: PULTE HOME COMPANY, LLC,  
A Michigan limited liability company

Signed, sealed, and delivered  
This 18 day of September, 2018  
In the presence of:

By: [Signature] (SEAL)  
Name: Jason Garrett  
Title: Div. VP Land Planning & Development

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC  
My commission expires: 7.9.19  
[NOTARY SEAL]



