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Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6177 PG 423-428

After recording, please return to:
David N. Dorough, Jr.
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030

Cross Reference: Deed Book: 5957
Page: 481

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR RAVENSWOOD**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RAVENSWOOD
(hereinafter referred to as "First Amendment") is made this 19th day of January,
2012 by **THE RYLAND GROUP, INC.**, a Maryland corporation (hereinafter referred to as
"Declarant") and **RAVENSWOOD HOMEOWNERS ASSOCIATION, INC.**, a Georgia
nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants,
Conditions, Restrictions and Easements for Ravenswood, which was recorded on May 6, 2011 at
Deed Book 5957, page 481, *et seq.*, Forsyth County, Georgia land records (hereinafter as
supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia
Nonprofit Corporation Code to be the entity named in the Declaration to have the power and
authority set forth therein; and

WHEREAS, pursuant to Article 10, Section 10.6 of the Declaration, the Declaration may
be amended upon the affirmative vote or written consent or any combination of affirmative vote

and written consent of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant; and

WHEREAS, Declarant, as the Owner of all of the Lots in the Community, desires to amend the Declaration as provided herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Ravenswood, hereby declaring that all of 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 adding a new Section 1.17, entitled "E/One Sewer System," to the end of Article 1 of the Declaration to read as follows:

1.17 "E/One Sewer System" means the low pressure force main sanitary sewer system providing sanitary sewer service to the Common Property and Lots in the Community. The E/One Sewer System includes, without limitation, any sanitary sewer service connections and pressure lines to or within a Lot and any related pumps, pipes, components or equipment required for the collection, transmission, treatment or processing of waste effluent, which shall include, without limitation, grinder pumps, motors, casings, electrical lights and switches, regardless of whether the same are installed by the Declarant or its agents or a Lot Owner, to the extent the same are not conveyed to or owned by a governmental agency or third party.

2.

The Declaration is hereby amended by deleting Article 4, Section 4.4, entitled "General Assessments," in its entirety and replacing it with a new Section 4.4 to read as follows:

4.4 General Assessments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities and other services provided by the Association, if any, cleaning and janitor services, landscape maintenance, costs associated with

maintaining the storm water drainage facilities serving the Community, costs associated with the blanket service agreement for the E/One Sewer System and expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

3.

The Declaration is hereby amended by adding a new Section 5.7 to the end of Article 5 of the Declaration, entitled "E/One Sewer System," to read as follows:

5.7 E/One Sewer System. Each Lot is anticipated to be served by an the E/One Sewer System. All maintenance, repair and replacement of the E/One Sewer System located on and exclusively serving a Lot shall be the responsibility of the Owner; provided, however, due to cost savings expected from having the E/One Sewer System on all Lots serviced by one service provider, the Association may, but is not obligated to, enter into a service contract ("Contract") with a third party service provider ("Service Provider") to service the E/One Sewer System serving the Lots in the Community. All charges for usual and customary service provided by the Service Provider under the Contract shall be a line item expense in the Association's annual budget and shall be assessed to each Lot equally as part of the general assessment in accordance with Section 4.4 of the Declaration. Each Owner acknowledges receipt of a copy of the Contract and the owners guide and shall abide by and comply with all provisions of the Contract and owner's guide for the E/One Sewer System. The Service Provider shall have right of access over, across and under each Lot as reasonably necessary to provide such service. In the event that all or a portion of the E/One Sewer System servicing a Lot is not in good working order and is need of service, the Owner of such Lot shall contact the Service Provider directly to provide such service in accordance with the terms and conditions of the Contract. In the event that maintenance, repair or replacement to all or a portion of the E/One Sewer System is caused by the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner or such maintenance, repair or replacement is not covered by or specifically excluded from coverage under the Contract, the cost of such maintenance, repair or replacement shall be the responsibility of such Owner and may, if not paid by the Owner in a timely manner to the Service Provider, be paid by the Association and all costs associated with such payment shall be assessed to the Owner and the Lot.

The Board may, without a vote of the Owners, terminate or refuse to renew the Contract and in such event shall notify all Owners thirty (30) days prior to the date that the Association will terminate or discontinued the Contract so that those Owners who desire to do so may make other arrangements with the Service Provider or other contractor to provide service to the E/One Sewer System. So long as the Contract is in effect no Owner may opt out of or otherwise be

excluded from coverage under the Contract except for non-payment of assessments.

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 Forsyth County, Georgia and shall be enforceable against all Owners of Lots subject to the Declaration.

6.

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

[SIGNATURES ON FOLLOWING PAGES]

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

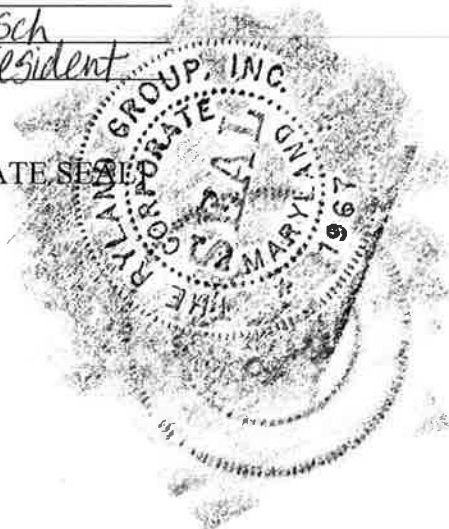
DECLARANT: **THE RYLAND GROUP, INC.**, a Maryland corporation

By: Richelle Losch
Name: Richelle Losch
Title: Asst. Vice President

Signed, sealed, and delivered in the presence of:

[AFFIX CORPORATE SEAL]

[Signature]
WITNESS
Robyn Funderburg
NOTARY PUBLIC



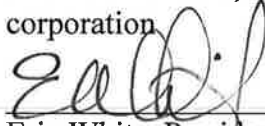
My Commission Expires: 12/8/12

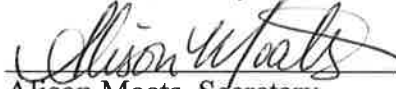
[AFFIX NOTARY SEAL]



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

ASSOCIATION: **RAVENSWOOD HOMEOWNERS ASSOCIATION, INC.**, a Georgia corporation

By: 
Eric White, President

Attest: 
Alison Moats, Secretary

Signed, sealed, and delivered in the presence of:

[AFFIX CORPORATE SEAL]





WITNESS

Robyn Funderburg
NOTARY PUBLIC

My Commission Expires: 12/8/2012

[AFFIX NOTARY SEAL]



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