

Ret

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CROSS REFERENCE: Deed Book: 7305  
Page: 290

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**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR THE TOWNS AT BRIDGEHAMPTON**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE TOWNS AT BRIDGEHAMPTON (hereinafter referred to as "First Amendment") is made this 13th day of August, 2015 by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **TOWNS AT BRIDGEHAMPTON 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 The Towns at Bridgehampton, which was recorded March 17, 2015 at Deed Book 7305, Page 290, *et seq.*, Forsyth County, Georgia 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 Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, Declarant desires to revise the Declaration to clarify the rights of members of the Association to use and enjoy the tennis courts located within the adjacent Bridgehampton community; and

**WHEREAS**, Article 11, Section 11.6(c) of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Units and the consent of the Declarant; and

**WHEREAS**, Declarant is the Owner of all of the Units in the Community and desires to amend the Declaration as set forth herein, as evidenced by the signature attached hereto and by this reference incorporated herein;

**NOW THEREFORE**, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Towns at Bridgehampton, 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 deleting Article 1, Section 1.9, entitled "Easement and Cost Sharing Agreement," in its entirety and replacing it with a new Section 1.9 to read as follows:

1.9 "Easement and Cost Sharing Agreement" means that certain Easement and Cost Sharing Agreement between Declarant, the Association and Bridgehampton Community Association, Inc., recorded April 6, 2015 at Deed Book 7327, Page 691, *et seq.*, Forsyth County, Georgia land records, as amended from time to time. The Easement and Cost Sharing Agreement permits members of the Association to use and enjoy the tennis courts and lake in the adjacent community known as Bridgehampton and imposes cost sharing obligations related thereto, all in accordance with the terms and conditions set forth therein.

2.

The Declaration is hereby amended by deleting Article 4, Section 4.14, entitled "Use of Bridgehampton Tennis Courts," in its entirety and replacing it with a new Section 4.14 to read as follows:

4.14 Use of Bridgehampton Tennis Courts. By virtue of taking title to a Unit in the Community, each Owner and Occupant shall have the right to use and enjoy the tennis courts which are located in the adjacent community known as Bridgehampton in accordance with the Easement and Cost Sharing Agreement. The cost of maintenance, repair and replacement to the tennis courts shall be as set forth in the Easement and Cost Sharing Agreement. Owners and Occupants hereby agree to comply with any policies, rules and regulations regarding the use of the tennis courts.

3.

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

4.

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 current Owners of a Unit subject to the Declaration.

5.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby consents to, approves and executes this First Amendment under seal, this 13 day of August, 2015.

ASSOCIATION: **TOWNS AT BRIDGEHAMPTON HOMEOWNERS ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

By: [Signature]  
Todd Jones, President

Signed, sealed, and delivered in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

[CORPORATE SEAL]



My Commission Expires: Nov. 5, 2017



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant, as the Owner of all of the Units in the Community, has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: **LENNAR GEORGIA, INC.**, a Georgia corporation

By: \_\_\_\_\_  
Print Name: Todd Jmy  
Title: Vice President

Signed, sealed, and delivered in the presence of:

[CORPORATE SEAL]

[Signature]  
WITNESS



[Signature]  
NOTARY PUBLIC

My Commission Expires: Nov. 5, 2015



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