



REBECCA KEATON  
CLERK OF SUPERIOR COURT Cobb Cty., GA.

**PREPARED BY AND RETURN TO:**

Legal Department  
JW Homes, LLC  
4125 Atlanta Road  
Smyrna, GA 30080

**CROSS-REFERENCE:**

Book 15270, Pages 5892

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR GATES AT IVY WALK**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR GATES AT IVY WALK ("Amendment") is made as of this 26 day of October, 2015, by JW HOMES, LLC, a Delaware limited liability company ("Declarant").

**BACKGROUND STATEMENT**

A. On August 14, 2015, JW Homes, LLC, (the "Declarant"), as the Declarant executed that certain Declaration of Protective Covenants for Gates at Ivy Walk, (the "Declaration") which was recorded in Book 15270, Pages 5892, Cobb County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration").

B. The Declaration provides in Section 15.2 thereof that during the Declarant Control Period the Declarant has the unilateral right to amend the Declaration.

C. Declarant wishes to amend the Declaration to clarify access rights of an adjacent property owner from the public portion of Peach Lane.

**AMENDMENT**

**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 adding a new Section 6.34 of the Declaration to read as follows:

**6.34 Access of Adjacent Property Owner from Peach Lane.** The property located on the north side of the portion of Peach Lane that is a public road, between Atlanta Road and the entrance to the Community, is owned by a private party and is not part of the Community. There is a possibility that the owner of this adjacent property will, at some point, create a point of entry off of Peach Lane into the adjacent property. This would result in a curb cut on the north side of Peach Lane

between Atlanta Road and the entrance to the Community. Neither Declarant nor the Association has any control over this matter.

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

Signed, sealed and delivered in the presence of:

Maryellen Canducci  
Witness

Jennifer Boydak  
Notary Public

My commission expires: 3/10/19

[NOTARIAL SEAL]

JW HOMES, LLC, a Delaware limited liability company

By: [Signature]  
Joel S. Reed, Sr. Vice President



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 this document.

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 October 26, 2015.

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

By: Kelli JR Craig  
Name: Kelli JR Craig  
Title: Vice President

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

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

[NOTARY SEAL]

