

Deed Book **11677** Pg **233**
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Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Upon Recording Return to:
Amy H. Bray, Esq.
Andersen, Tate & Carr, P.C.
One Sugarloaf Centre
1960 Satellite Blvd., Suite 4000
Duluth, Georgia 30097
(22225.16002)

Cross Reference: Book: 8921
Page: 75

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR LANTERN WALK**

THIS AMENDMENT is made by the Lantern Walk Community Association, Inc., a Georgia nonprofit corporation ("Association").

WITNESSETH

WHEREAS, Lantern Walk, LLC, a Georgia limited liability company, signed that certain Declaration of Covenants, Restrictions and Easements for Lantern Walk and caused it to be recorded on July 19, 2006 in Deed Book 8921, Page 75, *et seq.* of the real property records of the Clerk of the Superior Court of Cherokee County, Georgia (the "Declaration"); and

WHEREAS, pursuant to Article XII of the Declaration, until termination of the Development Period (as defined in the Declaration), the Declaration may only be amended by Declarant (as defined in the Declaration), who may unilaterally amend this Declaration for any purpose. After the termination of the Development Period, the Declaration may be amended

only upon the affirmative vote or written consent, or any combination thereof, of 2/3 of the Lot Owners; and

WHEREAS, O.C.G.A. 44-5-60(d)(4) expressly provides that notwithstanding any other provision of any covenants with respect to the land, no change in covenants which imposes a greater restriction on the use or development of the land will be enforced unless agreed to in writing by the owner of the affected property at the time such change is made; and

WHEREAS, Northside Bank succeeded to the ownership of a portion of property subject to the Declaration and to all of the rights of Lantern Walk, LLC as "Declarant" pursuant to that certain Deed Under Power recorded on June 16, 2010 and recorded in Deed Book 11046, Page 130 of the real property records of the Clerk of the Superior Court of Cherokee County, Georgia; and

WHEREAS, the members of the Association desire to adopt a restriction on leasing within Lantern Walk; and

WHEREAS, at least 2/3 of the Lot Owners have given a combination of affirmative vote and/or written consent to this Amendment; and

WHEREAS, all of the Owners (as defined in the Declaration) of Lots (as defined in the Declaration) subject to the Declaration consent to this Amendment; and

WHEREAS, Northside Bank, as Declarant, is waiving its right to amend the Declaration pursuant to Article XII of the Declaration for the sole and limited purpose of allowing the membership of the Association to adopt this Amendment and reserves its right to exercise its unilateral right of amendment during the Development Period pursuant to Article XII with respect to other matters;

NOW THEREFORE, pursuant to the rights set forth above Article VIII, Section 7 ("Leasing") of the Declaration shall be amended by the deletion of the provision in its entirety and its replacement with the following language:

(a) Purposes. In order to carry out the purpose for which the Property was formed by preserving the character of the Property as a residential community of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Section. The Board of Directors shall have authority to make and enforce reasonable rules and regulations in order to enforce this Article, including the right to impose fines constituting a lien upon the Lot sold or leased as provided herein.

(b) Leasing means regular, exclusive occupancy of a Lot by any person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity, or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner Occupant; (ii) occupancy by a member of the Owner's family; (iii) occupancy by one or more wards if the Lot is owned by their legal guardian; or (iv) occupancy by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(c) Restriction on Leasing. At no time may more than tenpercent (10%) of Lots within the Property be leased at any one time, except as provided herein, the leasing of Lots shall otherwise be prohibited. No Owner of a Lot may lease such Lot except as provided below for cases of undue hardship

To ensure that this limitation is not exceeded, an Owner who intends to lease his or her Lot shall first seek the consent of the Board to rent (including contracts for a "lease-purchase"), whereupon the Board will notify the Owner if this limitation has been met. Any request for consent to lease a Lot must be presented to the Board in writing and contain the current name and contact information for the Owner, and the contact information for the Owner (if different) once the Lot is leased.

If the limit has been met, the Owner shall not seek to let or let the Lot. If this limit has not been met, permission shall be granted for a one-year period so long as such Owner does not have unpaid assessments or fines owed to the Association. Should the Owner who has received permission desire to re-let the Lot, he or she shall again seek the consent of the Board. All such requests shall be granted upon a first come/first serve basis.

(c) Undue Hardship. Notwithstanding the provisions above, the Board shall be empowered to allow reasonable leasing of a Lot upon application in accordance with this Section to avoid undue hardship, including, but not limited to the following situation: (1) an Owner must relocate his residence outside the greater Atlanta area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) the Owner is deceased and the Lot is being administered by a personal representative; or (3) the Owner takes a leave of absence from employment or temporarily relocates for employment purposes and intends to return to reside in the Lot, in which case the Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this Section, have demonstrated that the inability to lease their Lot would result in undue hardship, and have obtained the requisite written Board approval may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship. Any Owner may apply for a hardship exemption to lease a Lot by submitting a written application to the Board setting forth the circumstances necessitating the leasing, a copy of

the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application.

(d) Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. With the exception of a lender in possession of a Lot following a default in a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Lot for transient or hotel purposes. All leases and tenants are subject to the provisions of the Declaration, the By-Laws, and any Restrictions and Rules adopted pursuant thereto. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Other than Lots owned by the Declarant, and with the exception of a lender in possession of a Lot following a default in a first Mortgage, leases must be for a term of no less than 12 months. The Owner must make available to the tenant copies of the Declaration, By-Laws, and restrictions and rules.

(e) Notice. At least seven days prior to entering into any lease for a Lot the Owner shall give notice in writing to the Board of Directors of such intention and including a copy of the proposed lease agreement. If a hardship exemption has been granted, the Board shall approve or disapprove the form of said lease within seven days after receipt of the notice. In the event that the Board disapproves the form of a lease, the Board shall notify the Owner of the action required to be taken in order to bring the lease agreement into compliance with this Declaration and any rules and regulations of the Association.

(f) Mortgagee Exemption. The provisions of this Article shall not apply to any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot.

(g) Grandfathered Lots. Lots rented, leased, let or licensed at the time of the recording of this instrument shall be defined as "Grandfathered Lots". Such Grandfathered Lots shall be exempt from the restrictions as set forth in this Section subject to the following conditions and such reasonable conditions as the Directors may by rule and regulation impose. Upon the conveyance of title to the Grandfathered Lots by the Owner at the time of this Amendment to any successor-in-title, the Lot shall no longer be determined to be a Grandfathered Lot and thereafter shall be subject to the terms of this Section.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS THEREOF, the undersigned parties have executed this Amendment this 26th day of September, 2011.

ASSOCIATION: Lantern Walk Community Association, Inc., a Georgia nonprofit corporation

Signed, sealed, and delivered on this 26th day of Sept, 2011 in the presence of:

By: [Signature]
Name: DAN CURRY
Its President

[Signature]
WITNESS

By: [Signature]
Name: _____
Its Secretary

[Signature]
NOTARY PUBLIC 2-21-2014
[NOTARY SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]



COPY

DECLARANT:

Northside Bank,
a Georgia banking corporation

Signed, sealed, and delivered
on this 26th day of Sept, 2011
in the presence of:

By: [Signature]
Name: [Signature]
Its: [Signature]

[Signature]
WITNESS

[BANK SEAL]

[Signature]
NOTARY PUBLIC 6-24-2014
[NOTARY SEAL]



COPY

Deed BK 11677 PG 239

OWNER: Northside Bank
A Georgia Corp

Signed, sealed, and delivered
on this 26th day of Sept, 2011
in the presence of:

By: [Signature]
Name: [Signature]
Its: _____

Connie Mcenden
WITNESS

[Signature]
NOTARY PUBLIC 6-21-2014
[NOTARY SEAL]



OWNER: _____
A _____

Signed, sealed, and delivered
on this _____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER: Stacey Thornton
A Georgia _____

Signed, sealed, and delivered
on this 21 day of December 2011
in the presence of:

By: _____
Name: Stacey Thornton
Its: _____
Stacey Thornton

Ama M. Lorenzo
WITNESS



[Signature]
NOTARY PUBLIC
[NOTARY SEAL]

OWNER: _____
A _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____
502 Mt Olive Circle

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Gloria J. Bartko Thomas
A Georgia _____

Signed, sealed, and delivered
on this 8th day of December, 2011
in the presence of:

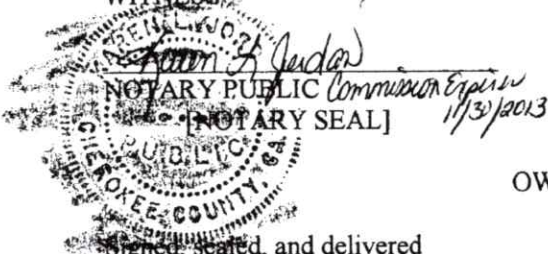
By: _____
Name: Gloria J. Bartko Thomas
Its: _____

219 Morningstar Way
Ball Ground, GA 30107

Gloria J. Bartko-Thomas

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]



OWNER:

A _____

By: _____

Name: _____

Its: _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Ellen F. Goldberg
A Georgia

Signed, sealed, and delivered
on this 8th day of December, 2011
in the presence of:

By: Ellen F. Goldberg
Name: _____

Its: 221 Morningstar Way W.
Ball Ground, Ga. 30107

Ellen F. Goldberg

WITNESS

James Jordan
NOTARY PUBLIC Commission Expires 11/30/2013
[NOTARY SEAL]

OWNER:

A _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____

Name: _____

Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Mary L. Cartwright
A Georgia Resident

Signed, sealed, and delivered
on this 8 day of Dec, 2011
in the presence of:

By: _____

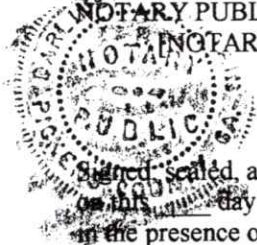
Name: Mary L. Cartwright

Its: 213 Morning Star Way W.
Ball Ground, GA 30107

Whitney Dalton
WITNESS

Dorinda W. Lichten

NOTARY PUBLIC



[NOTARY SEAL] 2/22/2014

OWNER:

A _____

By: _____

Name: _____

Its: _____

Signed, sealed, and delivered
on this _____ day of _____, 2011
in the presence of:

WITNESS

NOTARY PUBLIC

[NOTARY SEAL]

COPY

3 of 3

OWNER:

Betty H. Boucher
A Georgia Resident

Signed, sealed, and delivered
on this 8 day of Dec, 2011
in the presence of:

By: _____

Name: Betty H. Boucher

Its: 217 Morningstar Way W.
Ball Ground, GA 30107

Whitney Dalrymple
WITNESS

Victoria W. Fountain
NOTARY PUBLIC
[NOTARY SEAL] 2/22/2014

OWNER:

A _____

By: _____

Name: _____

Its: _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

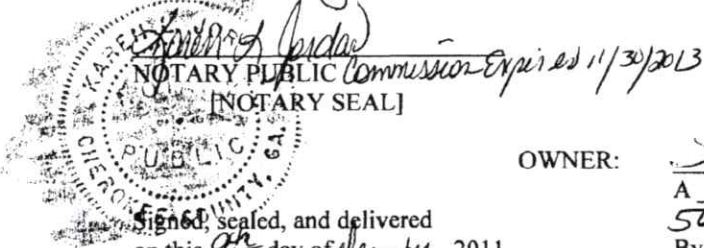
COPY

3 of 3

OWNER: Richard L Eng
 A Georgia
 504 Mt. Olive Cir
 By: Bail Ground, GA 30107
 Name: Richard L. Eng
 Its: _____
 Richard L. Eng

Signed, sealed, and delivered
 on this 9th day of December, 2011
 in the presence of:

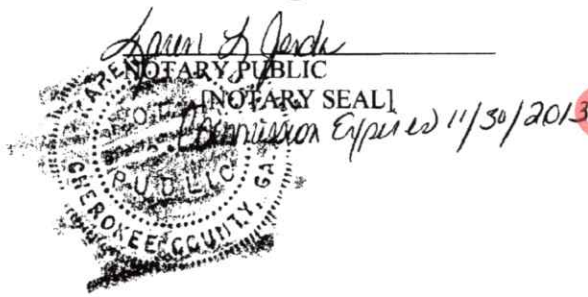
Kimberly Lee
 WITNESS



OWNER: Sharon W Eng
 A Georgia Resident
 504 Mt. Olive Cir
 By: Bail Ground, GA 30107
 Name: Sharon W. Eng
 Its: _____
 Sharon W. Eng

Signed, sealed, and delivered
 on this 9th day of December, 2011
 in the presence of:

Kimberly Lee
 WITNESS



COPY

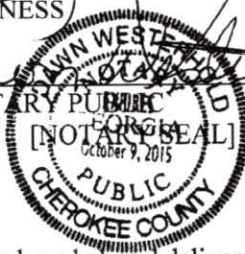
OWNER: Janet H Noyes
A Georgia owner

Signed, sealed, and delivered
on this 10 day of Dec, 2011
in the presence of:

By: _____
Name: Janet H. Noyes
Its: _____
Janet H. Noyes

WITNESS

NOTARY PUBLIC



OWNER: _____
A _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

210 Morningstar Way

COPY

Deed BK 11677 PG 247

OWNER: Shanna Cochran
A Georgia Citizen

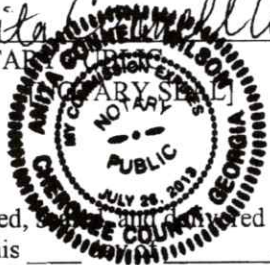
Signed, sealed, and delivered
on this 8 day of December, 2011
in the presence of:

By: Shanna Cochran
Name: Shanna Cochran
Its: 220 Morning Star Way
Ball Ground, GA. 30107

Shanna Cochran

Nora Uizwek
WITNESS

Anita Gibson Wilson
NOTARY PUBLIC



Signed, sealed, and delivered
on this _____, 2011
in the presence of:

OWNER: _____
A _____

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

[Signature]
A Georgia _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: FLOYD BLEIWEISS
Its: _____
Floyd Bleiweiss

200 Morningstar way

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC *Commission Expires 11/30/2013*
[NOTARY SEAL]

OWNER:

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

A _____
By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Jerry D White
A Georgia

Signed, sealed, and delivered
on this 9th day of December, 2011
in the presence of:

By: Jerry D White
Name: JERRY D WHITE
Its: Jerry D. White

Karla W. Weaver

WITNESS



OWNER:

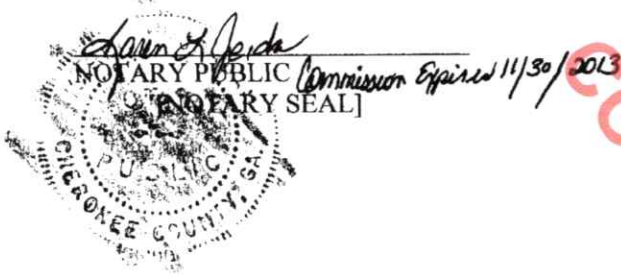
Gail P White
A

Signed, sealed, and delivered
on this 9th day of December, 2011
in the presence of:

By: _____
Name: Gail P. White
Its: _____

Karla W. Weaver

WITNESS



Gail P. White

146 Mt Moriah

COPY

OWNER: Gloria Genzman
A Georgia _____

Signed, sealed, and delivered
on this 5th day of December, 2011
in the presence of:

By: _____
Name: GLORIA GENZMAN
Its: _____
Gloria Genzman

Barbara St Peter
WITNESS

140 Mt Moriah

James J. Judd
NOTARY PUBLIC Commission Expires 11/30/2013
[NOTARY SEAL]

OWNER: _____
A _____

Signed, sealed, and delivered
on this _____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

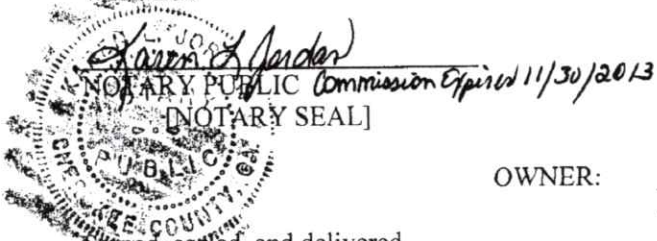
OWNER: Krystal D Ranney
A Georgia Resident

Signed, sealed, and delivered
on this 15th day of December, 2011
in the presence of:

By: _____
Name: Krystal D. Ranney
Its: _____

Krystal D. Ranney
131 Mt Moriah

Karla Weaver
WITNESS



OWNER: _____
A _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

Karla Weaver KW
WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Edward J. Hausman
A Georgia _____

Signed, sealed, and delivered
on this 16 day of DEC, 2011
in the presence of:

By: _____
Name: _____
Its: _____

Edward J. Hausman

[Signature]
WITNESS

[Signature]

NOTARY PUBLIC
AMY E. STEPHENS
[NOTARY SEAL]
Gilmer County
State of Georgia
My Comm. Expires Sept. 13, 2015

OWNER:

Martha A. Hausman
A _____

Signed, sealed, and delivered
on this 16 day of DEC, 2011
in the presence of:

By: _____
Name: _____
Its: _____

Martha A. Hausman

212 Morningstar Way

[Signature]
WITNESS

[Signature]

NOTARY PUBLIC

[NOTARY SEAL]
AMY E. STEPHENS
NOTARY PUBLIC
Gilmer County
State of Georgia
My Comm. Expires Sept. 13, 2015

COPY

OWNER:

William M Henslee
A Georgia _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: WILLIAM M. HENSLEE
Its: _____
William M. Henslee

Kentucky Lerman
WITNESS

126 Mt Moriah



OWNER:

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

A _____
By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Shu Chuan
A Georgia resident

Signed, sealed, and delivered
on this 7th day of December, 2011
in the presence of:

By: Shu Chuan
Name: Steven Komar
Its: _____

Steven Komar
137 Mount Moriah Rd
Ball Ground, GA 30107

Wendell
WITNESS



NOTARY PUBLIC
[NOTARY SEAL]

**My Commission Expires
January 13, 2015**

OWNER:

By: _____

Name: _____

Its: _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

A Georgia _____

By: Gwen Hill

Name: Gwen Hill

Its: Home Owner
Gwen Hill

159 Mt Moriah

Signed, sealed, and delivered
on this 19th day of December, 2011
in the presence of:

[Signature]
WITNESS



Rachel A. Fraser
NOTARY PUBLIC
[NOTARY SEAL]

OWNER:

A _____

By: _____

Name: _____

Its: _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Gayla J. Smith
A Georgia Resident Home Owner

Signed, sealed, and delivered
on this 19 day of December, 2011
in the presence of:

By: Gayla J. Smith
Name: Gayla J. Smith
Its: _____

Gayla J. Smith
216 Morningstar Way West
Ball Ground, Ga. 30107

Sarah Wright
WITNESS

[Signature]
NOTARY ANN B. STEPHENS
NOTARY PUBLIC
[NOTARY SEAL]
Gwinnett County
State of Georgia
My Comm. Expires Sept. 13, 2015

OWNER:

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

Deed BK 11677 PG 257

OWNER:

Greg Day
A Georgia _____

Signed, sealed, and delivered
on this 22nd day of December, 2011
in the presence of:

By: _____
Name: Greg Day
Its: _____

Barbara A. Peters
WITNESS

Donna W. England
NOTARY PUBLIC
[NOTARY SEAL]



OWNER: _____

Signed, sealed, and delivered
on this ___ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: 260 Morningstar Way

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

OWNER:

Karen D. Cowan
A Georgia Resident

Signed, sealed, and delivered
on this 8th day of Dec., 2011
in the presence of:

By: Karen D. Cowan
Name: Karen D. Cowan
Its: _____

Karen D. Cowan
135 Mt Moriah

WITNESS

Catherine Rice-Richards
NOTARY PUBLIC



OWNER:

Randy Cowen
A RESIDENT

Signed, sealed, and delivered
on this 8th day of Dec., 2011
in the presence of:

By: _____
Name: Randy Cowen
Its: _____

WITNESS

Catherine Rice-Richards
NOTARY PUBLIC



COPY

OWNER:

Jane Jenkins
A Georgia _____

Signed, sealed, and delivered
on this 16th day of December, 2011
in the presence of:

By: _____
Name: Jane S. Jenkins
Its: _____

Karla Weaver
WITNESS

161 Mt Moriah

Donna W. [unclear]
NOTARY PUBLIC



OWNER:

Signed, sealed, and delivered
on this _____ day of _____, 2011
in the presence of:

A _____
By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY

506 Mound Olive Cir

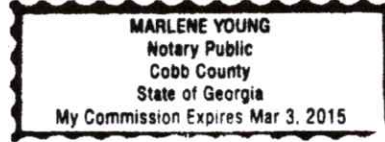
OWNER:

Sharon F. James
A Georgia _____

Signed, sealed, and delivered
on this 17 day of December 2011
in the presence of:

By: _____
Name: Sharon F. James
Its: _____

[Signature]
WITNESS



[Signature]
NOTARY PUBLIC
[NOTARY SEAL]

OWNER:

A _____

Signed, sealed, and delivered
on this ____ day of _____, 2011
in the presence of:

By: _____
Name: _____
Its: _____

WITNESS

NOTARY PUBLIC
[NOTARY SEAL]

COPY