

AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS

This amendment to the Declaration of Covenants, Restrictions and Easements is made this ____ day of March, 2009 by Steve Simpson Investments, Inc., a Georgia corporation, and Breckenridge, Inc., a Georgia corporation, hereinafter referred to as "Declarant."

WHEREAS the Declarant has developed certain property in Paulding County, Georgia known as Senator's Ridge Subdivision and The Capitol at Senator's Ridge Subdivision; and

WHEREAS said property is subject to a Declaration of Covenants, Restrictions and Easements and multiple amendments thereto recorded in the Paulding County, Georgia deed records; and

WHEREAS the enforcement of said declaration has been assigned to a not for profit corporation known as the Senators Ridge Homeowners Association, Inc.; and

WHEREAS the management of said Association is controlled by its Board of Directors; and

WHEREAS, pursuant to the authority contained in the declaration, the Declarant has the authority to, from time to time, amend the declaration provided the Declarant is a property owner in the development; and

WHEREAS the Declarant is a property owner in the development; and

WHEREAS several lots within the development are incapable of being serviced by conventional septic tank systems, and

WHEREAS said lots can be serviced by a grinder pump system; and

Recorded 06/04/2009 08:46AM

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Teresa W. Shelton
Clerk Superior Court, Paulding County, Ga
BK 02707 Pg 0714-0720

WHEREAS it will be necessary for the owner of said lots to enter into a contract with a provider for the installation and perpetual maintenance of a grinder pump system; and

WHEREAS Paulding County, Georgia will not issue a permit to construct a residence on said lots unless the Declaration of Covenants, Restrictions and Easements is amended to provide for said contract; and

WHEREAS the Declarant and the Board of Directors of the Homeowners Association believe that an amendment is in the best interests of the owners of said lots and the Association generally; and

WHEREAS, although not required, the owners of said lots have consented to this amendment and agree to bind said lots to the terms of the grinder pump system contract as evidenced by their respective signatures below;

NOW THEREFORE, the Declarant hereby amends the Declaration of Covenants, Restrictions and Easements as follows:

1.

The lots listed on Exhibit "A" require the installation and perpetual maintenance of a grinder pump system (for the purpose of disposing of solid waste and wastewater) in order to permit the construction of a home on said lots or to service existing homes on said lots.

2.

The Homeowners Association shall be required to enter into and maintain a contract with a service provider selected by the Board of Directors of the Association for the perpetual maintenance of the grinder pump system at the lift station and related

infrastructure for the lots listed on Exhibit "A". The cost of the individual grinder pump system and the related infrastructure for each individual lot shall be paid by the individual owner of the lots listed on Exhibit "A." The annual maintenance fee for the individual lot pump grinder system, the grinder pump system at the lift station, and the related infrastructure for both will be immediately invoiced on a pro-rata basis to the individual lot owners listed on Exhibit "A", who shall pay this invoice upon receipt to the Senator's Ridge Homeowners Association, Inc.

3.

The Homeowners Association, through its Board of Directors, shall have the power to impose an assessment on the lots listed on Exhibit "A" for any unpaid invoices identified in Paragraph 2 above in addition to any other assessments authorized by the declaration.

4.

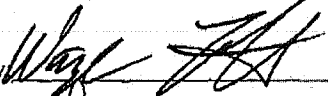
The owners of Lots listed on Exhibit "A" understand the necessity for this amendment, have consented to its terms, understand this obligation runs with the land, and shall communicate this obligation to successor owners.

SIGNATURE OF LOT OWNERS


SIGNATURE OF DECLARANT

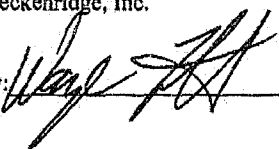
Breckenridge, Inc.

Steve Simpson Investments, Inc.

By: 

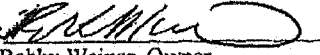
By: Mary Q. Simpson, Pres.


Jeffrey Kingsfield


Breckenridge, Inc.
By: 

3

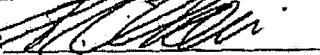
The Capitol at Senator's Ridge
Phase I, Lot 2
45 Lincoln Drive

By: 
Bobby Weiner, Owner

The Capitol at Senator's Ridge
Phase I, Lot 54
190 Washington Blvd.

By: 
Stanley Ham, Owner

The Capitol at Senator's Ridge
Phase I, Lot 147
90 Canal Road

By: 
Thomas Chastain, Owner

The Capitol at Senator's Ridge
Phase III, Lot 100
42 Memorial Court

By: _____
Ashley Lee, Owner


The Capitol at Senator's Ridge
Phase III, Lot 103
104 Independence Avenue

By: 
Jared Wyatt, Owner

The Capitol at Senator's Ridge
Phase III, Lot 100
42 Memorial Court

By: James Powell 5/24/09
James Powell, Owner

Michele Mount
exp. 9-11-2012



A circular notary seal for Michele Mount, Notary Public, Cobb County, Georgia. The seal features a central star and the text "NOTARY PUBLIC" and "COBB COUNTY, GEORGIA".

Per Jeff Kingfield - about \$7500 to hook on
\$50 per month once on

Continuation of Lot Owners Signature Page

The Capitol at Senator's Ridge

Phase I, Lot 90

84 Canal Road

By: 

Toby Scott & Dianna M. Miller, Owner

**Amendment to Declaration of Covenants
Senator's Ridge Homeowners Association, Inc.**

Exhibit "A"

**Lots Required to be on Maintenance Agreement
For New Sewer System**

<u>Lot #</u>	<u>Owner as of 02/01/09</u>
Capitol @ Senator's Ridge, Phase I	
Lot #1, 21 Washington Boulevard	Breckenridge, Inc.
Lot #2, 45 Lincoln Drive	Bobby Weiner
Lot #7, 165 Lincoln Drive	Jeffrey Kingsfield
Lot #11, 485 Georgetown Drive	Jeffrey Kingsfield
Lot #13, 452 Georgetown Drive	Breckenridge, Inc.
Lot #14, 418 Georgetown Drive	Breckenridge, Inc.
Lot #16, 380 Georgetown Drive	Jeffrey Kingsfield
Lot #17, 362 Georgetown Drive	Breckenridge, Inc.
Lot #18, 346 Georgetown Drive	Breckenridge, Inc.
Lot #53, 210 Washington Boulevard	Breckenridge, Inc.
Lot #54, 190 Washington Boulevard	Stanley Ham
Lot #121, 20 Washington Boulevard	Breckenridge, Inc.
Lot #125, 163 Washington Boulevard	Breckenridge, Inc.
Lot #144, Georgetown Dr/Canal Road	Breckenridge, Inc.
Lot #147, 90 Canal Road	Thomas Chastain
Lot #148, 84 Canal Road	Toby Scott & Dianna M. Miller
Lot #150, 60 Canal Road	Breckenridge, Inc.
Lot #151, Canal Road/Georgetown Dr	Breckenridge, Inc.
Lot #152, 333 Georgetown Drive	Breckenridge, Inc.
Lot #154, 383 Georgetown Drive	Breckenridge, Inc.
Capitol @ Senator's Ridge, Phase II	
Lot #116, 114 Jefferson Drive	Breckenridge, Inc.
Lot #117, 78 Jefferson Drive	Jeffrey Kingsfield
Lot #118, 58 Jefferson Drive	Jeffrey Kingsfield
Capitol @ Senator's Ridge, Phase III	
Lot #70, 107 Independence Avenue	Jeffrey Kingsfield
Lot #71, 123 Independence Avenue	Jeffrey Kingsfield
Lot #72, 145 Independence Avenue	Breckenridge, Inc.
Lot #73, 167 Independence Avenue	Jeffrey Kingsfield
Lot #87, 88 Dupont Court	Breckenridge, Inc.
Lot #88, 70 Dupont Court	Breckenridge, Inc.

Lot #89, 54 Dupont Court	Jeffrey Kingsfield
Lot #92, Independence Ave/Memorial Ct	Jeffrey Kingsfield
Lot #93, 35 Memorial Court	Breckenridge, Inc.
Lot #95, 87 Memorial Court	Breckenridge, Inc.
Lot #99, 72 Memorial Court	Jeffrey Kingsfield
Lot #100, 42 Memorial Court	James Powell
Lot #103, 104 Independence Avenue	Jared Wyatt
Lot #104, 76 Independence Avenue	Jeffrey Kingsfield

Billing Contact Information:

Breckenridge, Inc.
126 Enterprise Path, Suite 208
Hiram, GA 30141

Jeffrey Kingsfield
3129 Bob Cox Road
Marietta, GA 30064