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STACY K. HARALSON
Clerk Superior Court, HARRIS SUPERIOR COURT
Bk 01110 Pg 0353-0357

Upon recording, please return to:

Hudson Law Offices, LLC
c/o Edward P. Hudson, Esq.
1921 Whittlesey Road, Suite 110
Columbus, GA 31904

PLEASE CROSS-REFERENCE TO:

| | | |
|---------------------|------|------|
| Community Charter: | Book | 702 |
| | Page | 439 |
| Community Covenant: | Book | 1024 |
| | Page | 524 |
| Longleaf Supplement | Book | 702 |
| | Page | 553 |

THIS SPACE FOR RECORDER'S USE

**FIRST AMENDMENT TO THE
SUPPLEMENT TO THE COMMUNITY CHARTER FOR CALLAWAY RESORT
RESIDENTIAL PROPERTIES**

LONGLEAF AT CALLAWAY

THIS FIRST AMENDMENT TO THE SUPPLEMENT TO THE COMMUNITY CHARTER FOR CALLAWAY RESORT RESIDENTIAL PROPERTIES – LONGLEAF AT CALLAWAY ("First Amendment") is made by COUSINS/CALLAWAY, LLC, a Georgia limited liability company (the "Founder"), this 15TH day of OCTOBER, 2009.

WITNESSETH:

WHEREAS, on December 3, 2003, Cousins Real Estate Corporation ("Cousins") recorded that certain Community Charter for Callaway Resort Residential Properties, in the Office of the Clerk of Superior Court of Harris County, Georgia in Deed Book 702, Page 439, *et seq.* (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, on December 3, 2003, Cousins recorded that certain Supplement to the Community Charter for Callaway Resort Residential Properties – Longleaf at Callaway, in the Office of the Clerk of Superior Court of Harris County, Georgia in Deed Book 702, Page 553, *et seq.* (as amended and supplemented from time to time, the "Longleaf Supplement"); and

WHEREAS, pursuant to that certain Assignment and Transfer of Founders Rights and Status ("**Assignment**"), recorded on March 28, 2008, in Deed Book 1024, Page 515, *et seq.*, in the Office of the Clerk of the Superior Court of Harris County, Georgia, the rights and status of the "Founder" under the Charter have been assigned to and assumed by Cousins/Callaway, LLC; and

WHEREAS, pursuant to Article VIII of the Longleaf Supplement and Section 21.2(a) of the Charter, the Longleaf Supplement may be amended unilaterally by the Founder for any purpose prior to the termination of the "**Founder Control Period**" (as defined in the Charter); and

WHEREAS, the Founder Control Period has not yet terminated; and

WHEREAS, the Founder desires to amend certain provisions of the Longleaf Supplement; and

WHEREAS, pursuant to Article VIII of the Longleaf Supplement and Section 21.2(c) of the Charter, no amendment may remove, revoke, increase, decrease, or modify any right or privilege of Callaway Gardens Resort, Inc. ("**Resort**") without Resort's written consent and no amendment may remove, revoke, increase, decrease, or modify any right or privilege of the Callaway Community Council, Inc. ("**Community Council**") without the Community Council's written consent; and

WHEREAS, Resort and the Community Council have consented in writing to this First Amendment;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Longleaf Supplement and the Charter, and with the written consent of Resort and the Community Council, the Founder hereby amends the Longleaf Supplement as follows:

1.

Section 5.7. of the Longleaf Supplement, Council Contribution, is hereby amended by adding the following paragraphs thereto:

5.7. Council Contribution.

....

Units within Longleaf are subject to the Amended and Restated Community Covenant for Callaway Resort recorded on March 28, 2008, in Deed Book 1024, Page 524, *et seq.*, in the Office of the Clerk of the Superior Court of Harris County, Georgia (as amended and supplemented from time to time, the "**Amended and Restated Community Covenant**"). As provided in Section 2.2 of the Amended and Restated Community Covenant, the Community Council shall levy an "**Annual Assessment**" against each Unit and Owner to fund the "**Council Expenses**" (as such capitalized terms are defined in the Amended and Restated Community Covenant).

Notwithstanding anything in the Amended and Restated Community Covenant to the contrary, for any Owner of a Unit in Longleaf who acquired title to such Unit prior to the recording of this First Amendment, and for so long as such Owner continues to hold title to such Unit, payment of the Council Contribution provided for in this Longleaf Supplement shall be deemed to satisfy the obligation to pay Annual Assessments to the

Community Council with respect to such Unit for the period for which the Council Contribution is paid. Any Person acquiring title to a Unit in Longleaf following the date of recording of this First Amendment shall be obligated to pay Annual Assessments for such Unit in the manner provided for in the Amended and Restated Community Covenant in lieu of Council Contributions and, with respect to such Owners, the Council Contribution requirements and limitations set forth in this Section 5.7 shall not apply and shall not limit the amount of the Annual Assessment which may be levied and collected by the Community Council.

2.

The Longleaf Supplement is further amended by adding the following Section 5.8 thereto:

5.8. Callaway Club Membership Fee; Gardens Contribution.

In accordance with Section 3.9 and 3.10 of the Amended and Restated Community Covenant, except as may otherwise be provided, the Owner of each Unit in the Residential Community shall be obligated to pay an annual "**Membership Fee**" to Resort as consideration for membership in the "**Callaway Club**" and an annual "**Gardens Contribution**" to the Ida Cason Callaway Foundation (as such terms are defined in the Amended and Restated Community Covenant).

Notwithstanding anything in the Amended and Restated Community Covenant to the contrary, any Owner of a Unit in Longleaf who acquired title to such Unit prior to the recording of this First Amendment shall *not* be required to pay the Membership Fee or the Gardens Contribution and shall *not* be required to be a member of the Callaway Club for so long as he or she continues to own the same Unit in Longleaf; provided, if such Owner chooses to become a member of the Callaway Club, the obligation to pay the Membership Fee, along with all other provisions in Section 3.9 of the Amended and Restated Community Covenant shall apply to the Owner and the Owner's Unit in Longleaf from and after the date of acquisition of such membership. Any Person acquiring title to a Unit in Longleaf following the date of recording of this First Amendment *shall* be a member of the Callaway Club and *shall* be obligated to pay the Membership Fee and Gardens Contribution as provided in Section 3.9 and 3.10, respectively, of the Amended and Restated Community Covenant.

3.

Except as provided in this First Amendment, all provisions of the Amended and Restated Community Covenant apply to all Owners of all Units within Longleaf.

[Signatures on following pages]

THIS FIRST AMENDMENT TO THE SUPPLEMENT TO THE COMMUNITY CHARTER FOR CALLAWAY RESIDENTIAL PROPERTIES – LONGLEAF AT CALLAWAY is made by Cousins/Callaway, LLC, a Georgia limited liability company, as the Founder, as of the date set forth above.

FOUNDER: COUSINS/CALLAWAY, LLC
a Georgia limited liability company

By: [Signature]
Name: JEFF QUINN
Its: SVP

Signed, sealed, and delivered this 15 day
of October, 2009,
in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
Notary Public, Harris County, Georgia
My Commission Expires May 17, 2012

Consent of Callaway Gardens Resort, Inc.

Callaway Gardens Resort, Inc., hereby consents to and approves the within and foregoing First Amendment to the Supplement to the Community Charter for Callaway Residential Properties - Longleaf at Callaway.

CALLAWAY GARDENS RESORT, INC.,
a Georgia corporation

By: [Signature]
Name: EDWARD C. CALLAWAY
Its: CHAIRMAN + CFO

Signed, sealed, and delivered this 15th day
of October, 2009,
in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC

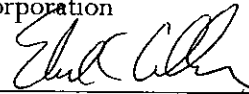
CLARISSA J. CHAUDOIN
NOTARY
EXPIRES
GEORGIA
JULY 1, 2012
PUBLIC
TROUP COUNTY



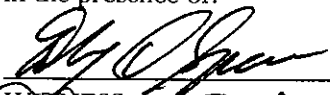

Consent of Callaway Community Council, Inc.

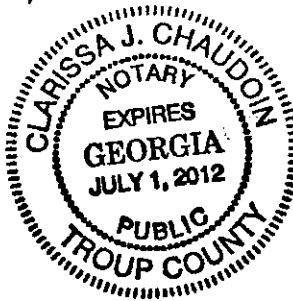
Callaway Community Council, Inc., hereby consents to and approves the within and foregoing First Amendment to the Supplement to the Community Charter for Callaway Residential Properties - Longleaf at Callaway.

CALLAWAY COMMUNITY COUNCIL, INC.,
a Georgia corporation

By: 
Name: EDWARD C. CALLAWAY
Its: PRESIDENT

Signed, sealed, and delivered this 15th day
of October, 2009
in the presence of:



WITNESS.

NOTARY PUBLIC



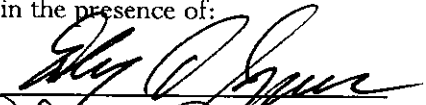

Consent of Ida Cason Callaway Foundation

The Ida Cason Callaway Foundation, hereby consents to and approves the within and foregoing First Amendment to the Supplement to the Community Charter for Callaway Residential Properties - Longleaf at Callaway.

IDA CASON CALLAWAY FOUNDATION,
a Georgia non-profit corporation

By: 
Name: EDWARD C. CALLAWAY
Its: CHAIRMAN & CEO

Signed, sealed, and delivered this 15th day
of October, 2009
in the presence of:


WITNESS.

NOTARY PUBLIC

