

**Record and return to:**

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P. O. Box 1606  
Macon, GA 31202-1606  
P0477.37534

**NO TITLE EXAM WAS PERFORMED.**

**CROSS REFERENCE:**

**Deed Book 9127, Page 211  
Deed Book 9226, Page 100  
Deed Book 9290, Page 18**

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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,  
PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE  
LAND FOR THE PENINSULA SUBDIVISION**

STATE OF GEORGIA, BIBB COUNTY:

THIS SECOND AMENDMENT TO DECLARATION (the "**Amendment**"), made as of the 21<sup>st</sup> day of April, 2015, by **THE PENINSULA PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia corporation, (hereinafter referred to as the "**Declarant**").

WITNESSETH:

**WHEREAS**, the "Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With the Land for the Peninsula Subdivision" (the "**Declaration**") was made on October 24, 2013 and was recorded in Deed Book 9127, Page 211, Superior Court Clerk's Office, Bibb County, Georgia deed records; and

**WHEREAS**, the "First Amendment to Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With the Land for the Peninsula Subdivision" was made in June, 2014, and was recorded in Deed Book 9290, Page 18, said deed records; and

**WHEREAS**, the Declarant wishes to amend the Declaration to establish an Annual Assessment of \$800.00, which includes \$650.00 of Association Dues and a \$150.00 Lake Fee;

**WHEREAS**, the Declarant wishes to amend the Declaration to change the due date for payment of the Annual Assessment to November 1<sup>st</sup> of each year in an effort to collect all dues before each new year begins;

**WHEREAS**, the Declarant has authority pursuant to Article 9.2 of the Declaration to execute and record this Amendment after receiving approval from more than 75% of lot owners in The Peninsula subject to the Declaration.

**NOW, THEREFORE**, in consideration of the premises and the benefits both present and future to the Declarant with regard to the subdivision, the Declarant hereby makes the following amendment:

1.

Within Article Seven, the opening paragraph of “7.4 ASSESSMENTS” is hereby deleted in its entirety, but the subsections, being subsections (a) through (g), will remain intact and unaltered unless otherwise specified in this Amendment. Said opening paragraph will be replaced by the following language:

7.4 ASSESSMENTS. The annual Association assessment shall be EIGHT HUNDRED AND NO/100 Dollars (\$800.00) per Lot. The annual assessment includes a yearly fee of one hundred fifty dollars (\$150.00) owed and due to the Lake Tobesofkee Recreational Area (“Lake Fee”). This Lake Fee, an annual required lake access permit fee, shall be paid by ALL Lot Owners for access to the lake through Common Areas 1 and 2. The remaining assessment funds shall be used for property maintenance and incurred costs.

2.

Within Article Seven, subsection (c) is hereby deleted in its entirety, and will be replaced with the following language:

(c) Annual assessments are due the 1<sup>st</sup> day of November of each new calendar year.

**[Signatures included on the following page]**

IN WITNESS WHEREOF, the duly authorized officers of the Declarant have hereunto set their hands and affixed their seal, and delivered these presents of the day and year first above written.

**THE PENINSULA PROPERTY OWNERS ASSOCIATION, INC.**


By: 

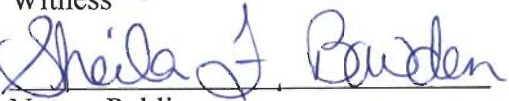
Name: Randy Smith  
Office: President

Attest: 

Name: Karen Smith  
Office: Secretary

Signed, Sealed and Delivered  
in the Presence of:

  
Witness

  
Notary Public  
My Commission Expires: 7/24/15

[NOTARY SEAL]

