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CATHERINE HORTON, O.S.C.

D.C.S.C. FULTON Co., Ga.

After Recording Return To:  
The Lueder Law Firm, LLC  
2050 Marconi Drive, Suite 300  
Alpharetta, Georgia 30005  
ATTN: MRC

Cross Reference:  
Deed Book 28440, Page 284

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF PROTECTIVE  
COVENANTS FOR WATERSIDE SUBDIVISION**

This Amendment to the Declaration of Protective Covenants for Waterside Subdivision (hereafter referred to as "Amendment") is made on the date set below.

**WITNESSETH:**

WHEREAS, D.R Horton, Inc.-Torrey, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Protective Covenants for Waterside Subdivision filed on January 27, 2000, in Deed Book 28440, Page 284 of the Fulton County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Waterside Homeowners' Association, Inc. (hereafter referred to as "Association") is the homeowners association defined and identified in the Declaration;

WHEREAS, pursuant to Paragraph 12(d.), of the Declaration, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of the Owners of at least two thirds (2/3) of the Lots in the Association and the consent of the Declarant, so long as Declarant owns any property within the Community or which may become part of the Community pursuant to Paragraph 9.;

WHEREAS, this Amendment has been approved by at least two thirds (2/3) of the Lots in the Association, which are evidenced by consent forms which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference;

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WHEREAS, pursuant to Paragraph 9(a.), of the Declaration, Declarant has the right for five (5) years following the recording of the Declaration (through January 27, 2005) to annex to the Declaration any property described in Exhibit "A" and Exhibit "B" of the Declaration;

WHEREAS, as of the date of this Amendment, Declarant no longer owns any property in the Community and no longer has the right, privilege, and option to annex any additional property as the terms in Paragraph 9(a.) have expired; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

**The Preamble of the Declaration is amended by adding the following thereto:**

**GEORGIA PROPERTY OWNERS' ASSOCIATION ACT**

WHEREAS, Waterside Homeowners' Association, Inc., is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

2.

**Paragraph 1 is amended by adding the following thereto as Paragraph 1(r.):**

- r. "Georgia Property Owners' Association Act" or "Act". shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as the same may be supplemented, amended or modified. Waterside is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

3.

**Paragraph 6(b.), is amended by striking the same in its entirety and substituting the following therefor as Paragraph 6(b.):**

- b. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients,

Paragraph 6(ix.), is amended by adding the following thereto as Paragraph 6(ix.)(5.):

- (5) Any vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving the Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.
- (6) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing. In addition, the notice shall include the cost of recovery and information as to the form of payment. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Paragraph 16 is amended by striking the same in its entirety and substituting the following therefor:

16. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the initiation fee shall be two hundred and fifty (\$250.00) dollars, to be paid in the year of the conveyance of ownership occurs. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, child, or a corporation, partnership, company, or legal entity in which the Owner is a principal; no initiation fee shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot; and no initiation fee shall be due from any Owner who has owned a Lot in the Community and who obtains title to a different Lot in the Community.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 18 day of January, 2008.

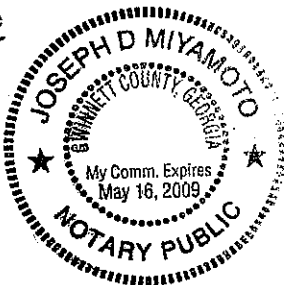
WATERSIDE HOMEOWNERS ASSOCIATION, INC.

Mark P. Carroll  
Signature of President  
Print Name: Mark P. Carroll


Sworn to and subscribed before me this 18 day of January, 2008.

Witness: \_\_\_\_\_

[Signature]  
Notary Public



[SIGNATURES CONTINUE ON NEXT PAGE]



Signature of Secretary

Print Name: JASON EISENBERG

Sworn to and subscribed before me  
this 17 day of January, 2008

Witness: [Signature]

[Signature]

Notary Public

expires 7-31-09