

Record and Return to:
LIPSHUTZ, GREENBLATT & KING
2400 Harris Tower, Peachtree Center
233 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 688-2300

Reference:
Deed Book 10865, Page 61
Deed Book 11338, Page 176
Gwinnett County, Georgia records

STATE OF GEORGIA
COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATTAHOOCHEE LANDING SUBDIVISION**

This Amendment is made and entered into by Chattahoochee Homeowners' Association, Inc. (the "Association" or "Chattahoochee").

WHEREAS, the Declaration of Covenants and Restrictions for Chattahoochee (the "Declaration") was recorded on November 18, 1994, in Deed Book 10865, Page 61, et seq., Records of the Clerk of the Superior Court, Gwinnett County, Georgia; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chattahoochee was recorded on May 30, 1995, in Deed Book 11338, Page 176, aforesaid records; and

WHEREAS, the Association desires to amend certain provisions of the Declaration; and

WHEREAS, the required written approval of seventy-five percent (75%) of the members in the Association was obtained; and

WHEREAS, the sworn statement of the President of the Association is attached hereto as Exhibit "A," which states unequivocally that the agreement of the required majority was lawfully obtained;

NOW THEREFORE, the Declaration of Chattahoochee Landing Subdivision is hereby amended as follows:

1.

Article II, Section 2.03 Rights of the Association is amended to add the following new subsection (i):

(i) The Association may use Association funds for the purpose of maintaining the city-owned median at the entrance to the subdivision.

2.

Article VI, Section 6.02 GENERAL COVENANTS AND RESTRICTIONS is hereby deleted in its entirety and replaced with the following:

6.02 Residential Use: Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct 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 to the Lot by employees, clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents within the Property; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services such as United Parcel Services (UPS), Federal Express, and the like; (3) the business activity conforms to all zoning requirements for the Property; (4) the business activity

does not increase traffic in the Property; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article.

If a business license is required for a business use being conducted from the Lot of any Lot Owner, then a copy of that business license shall be provided to the Board, each and every year in which that license is applied for or renewed.

3.

Article IX, Section 9.02 under DURATION AND AMENDMENT is hereby amended to change the voting percentage from seventy-five percent (75%) percent to two-thirds percent (2/3rds %) to read as follows:

Article IX, Section 9.02 Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association on the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants: provided any such amendment shall not adversely affect the title to

any Owners Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time, and from time to time by agreement of at least two-thirds (2/3rds%) percent of the Owners: provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to these Covenants: and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Agreement of the required majority of Owners to any amendment of the Declaration shall be evidenced by their execution of the amendment, or, in the alternative, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Owners was otherwise lawfully obtained, and that all required notices were given. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

4.

Article X, Section 10.02(c) under Rights of First Mortgagees, is hereby added to read as follows:

10.02(c) Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's reviewed financial statement at the annual meeting, by a Majority vote of the Association vote present, or represented by proxy, the Owners may require that the accounts be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

IN WITNESS WHEREOF, the undersigned officers of Chattahoochee Landing Homeowners' Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This _____ day of _____, 20__.

Sworn to and subscribed to before me this _____ day of _____, 20__.

Witness

Notary Public
[Affix notary seal and date of expiration of commission]

CHATTAHOOCHEE LANDING
HOMEOWNERS' ASSOCIATION, INC.

By: _____
_____, President

Attest: _____
_____, Secretary

[Corporate Seal]

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EXHIBIT "A"
AFFIDAVIT OF COMPLIANCE
WITH AMENDMENT REQUIREMENTS

STATE OF GEORGIA
COUNTY OF GWINNETT

The undersigned, _____, having first been duly sworn, states under oath as follows:

I am _____, and am the duly elected and currently serving as President of the Chattahoochee Landing Homeowners' Association, Inc.

The required agreement of seventy five percent (75%) of the total votes in the Association was obtained, pursuant to Article IX, Section 9.02 of the Declaration, having received the affirmative vote or written consents to adoption of the attached Amendment to the Declaration of Covenants and Restrictions for Chattahoochee Landing Subdivision. All notices required by the Declaration were duly given.

The Amendment to the Declaration as adopted bears my signature as President, the attestation of the Corporate Secretary, and the seal of the Association.

Further, Affiant sayeth not.

Dated this _____ day of _____, 20__.

Sworn to and subscribed before me this _____ day of _____, 20__:

Notary Public
[Affix notary seal and date of expiration of
commission]

Signature, President
Print Name:
