Deed Book 14797 Pg 420 Filed and Recorded Jul-38-2003 03:37ps 2003-0113814

Return to: Weissman, Nowack, Curry & Wilco, P.C. One Alliance Center, 4th Floor 3500 Lenox Road

Deed Book 13909

Atlanta, Georgia 30326

ATTN: JCK

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKVIEW AT SHADOW LAKE

This AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS. CONDITIONS, AND RESTRICTIONS FOR PARKVIEW AT SHADOW LAKE (hereinafter referred to as the "Amendment") is made on the date set forth below by the PARKVIEW AT SHADOW LAKE HOMESOWNERS ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as the "Association") with the consent of PARKSIDE HOMES, INC., a Georgia corporation theremafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, on November 27, 2002, that certain Declaration of Projective Covenants, Conditions, and Restrictions for Parkview At Shadow Lake was recorded in Deed Book 13909. Page 275, et seq., DeKalb County: Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, a plat of survey for Parkview At Shadow Lake prepared by Mansur Engineering, Inc. was filed in Plat Book 132, Page 75, DeKalb County, Georgia records;

WHEREAS, Article XI, Section 4 of the Declaration provides that 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 and the consent of the Declarant for so long as the Declarant owns any property for development and for sale in the community;

WHEREAS, the written consent of the owners of at least two-tuirds (2/3) of the loss is set forth on Exhibit "A" of this Amendment;

WHEREAS, as of the date of this Amendment, Declarant owns property in the community for development and/or sale, and the written consent of Declarant is evidenced by its execution of this Amendment; and

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NOW, THEREFORE, in accordance with Article XI, Section 4 of the Declaration, the owners of at least two-thirds (2/3) of the lots bereby amend the Declaration, with the consent of Declarant, as follows:

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Article V, Section 1 and Section 2 is deleted in its entirety and replaced with the foregoing language:

Section t. Association's Responsibility. The Association shall maintain and keep in good repair any Common Property. The Association shall also maintain (a) all entry features for the Community, including the landscaping associated therewith (whether or not such entry features or landscaping are on a Lot or public right-of-way), including, without limitation, any irrigation system and the expenses for water and electricity, if any, provided to all such entry features, (b) any drainage and detention areas which were originally maintained by the Declarant, (c) specialty street signs, if any, originally installed by Declarant whether or not such street signs are on a Lot or public right-of-way, and (d) all such other property whether or not owned by the Association, whether within or outside the Community, where the Board has determined that such maintenance would benefit all Owners. In addition, the Association shall also have the exclusive right and obligation to maintain the front, side and rear lawns of all Lots following the initial installation of sod or other final grassing or landscaping of such Lot and residence. Such maintenance of the front, side and rear lawns of Lots by the Association shall include mowing, edging, and clipping only.

In the event that the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance shall include, without limitation, (i) the repairing and painting (or other appropriate external care) and otherwise caring for the residence and all other structures located on the Lot; (ii) the seeding, fertilizing and watering of all lawns and otherwise caring for all lawns (that is not performed by the Association) to promote healthy and attractive lawns; (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic; (iv) the removal of dead plant material; and (v) the maintenance, repair and painting of all fences or walls on the Lot. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association may provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. In such event, except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the

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maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may then provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a liten against the Lot.

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Except as amended hereby, the Declaration shall remain in full force and effect.

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This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.

ISIGNATURES COMMENCE ON FOLLOWING PAGE;

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	IN WITNESS WHEREOF, the undersigned persons, being the officers of the Association, have		
	executed this Amendment and hereby certify	that this Amendment was duly adopted this 3/	st day of
	May , 2003.		
	ASSOCIATION:	PARKVIEW AT SHADOW	LAKE
	Signed, sealed and delivered	HOMESOWNERS ASSOCIATION, INC., a Georgia non-projet corporation	
	this 2/ day of 22, 2003	By:	_
	Wirmuss Windows	Title: President	i ja
Ċ	Daniel	ATTEST:	WE House
-	Notary Public	By:	The state of the s
	My Commission Expires: Notes And Expires:	Name: Kim Battle Title: Secretary Treasurer	NON-PROS. &
	Notery Public Physics County, Georgia My Commission Stories August 24, 2003	CORPORATE SEAL	SEAL
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8	7375	PARKSIDE HOMES, INC. a Georgia non-profit corporation	B
N.	Signed, slatter and delivered		•,
***	All 18 day of	By: K. A.v. Name: Greg Evans	
	Witness	Title: President	
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	My Commission Expires August 24, 2003		S SEAL" [5]
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EXHIBIT "A"

LOT OWNER CONSENT

The undersigned Owner hereby consents to the foregoing Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Parkview At Shadow Lake.

OWNER(S) OF LOT(S) 1-12 . 74-81

PARKSIDE HOMES, INC., a Georgia corporation

·By: Name: Greg Evans

[CORPORATE SEAL]





