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Page: 678
Supplemental Declaration: Book: 3511
Page: 744

COUNTY OF FORSYTH

STATE OF GEORGIA

AMENDMENT TO
SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HILLSIDE TRACE

Affecting Townhome Service Area

THIS AMENDMENT is made this 2nd day of ~~February~~ March, 2005 by Hillside Trace, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Hillside Trace on September 28, 2004 in Book 3511, Page 678, *et seq.* of the official records of the Clerk of the Superior Court of Forsyth County, Georgia (the "Declaration"); and

WHEREAS, Declarant executed and recorded that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Hillside Trace on September 28, 2004 in Book 3511, Page 744, *et seq.* of the official records of the Clerk of the Superior Court of Forsyth County, Georgia (the "Supplemental Declaration"); and

WHEREAS, pursuant to Section 3.2 of the Supplemental Declaration, until termination of the Class "B" membership (as defined in the Declaration), Declarant may unilaterally amend the Supplemental Declaration for any purpose provided that the amendment has no material adverse effect upon any right of any Owner (as defined in the Declaration); and

WHEREAS, pursuant to Section 3.3 of the Declaration, the Class "B" membership shall terminate upon the earlier of: (a) when 100% of the property described on Exhibit "A" to the Declaration and any property described on Exhibit "B" that is anticipated to be developed pursuant to the Land Plan have been developed and conveyed to Owners (as defined in the

Declaration) for residential occupancy; (b) December 31, 2014; or (c) when Declarant voluntarily terminates such membership earlier by recording a written notice of termination; and

WHEREAS, Declarant desires to amend the Supplemental Declaration to clarify certain provision with respect to the obligations of Owners and the Association (as defined in the Declaration) to prevent confusion and to assist the Association in the performance of its responsibilities under this Declaration; and

WHEREAS, the Class "B" membership has not been terminated; and

WHEREAS, the Declarant is the sole Owner of the Units subject to the Supplemental Declaration and does not deem the changes to have a material adverse affect on its rights as an Owner;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Supplemental Declaration as provided below

1.

Section 1.1 of the Supplemental Declaration shall be deleted in its entirety and the following inserted in its place:

> Section 1.1. Association Maintenance Responsibility. The Association shall have the obligation to maintain the exterior portions of the dwellings on the Units within the Townhome Service Area, including: painting exteriors and the repair and replacement of roofing materials (including asphalt shingles and felt paper, but not roof decking). Such maintenance shall not include glass surfaces; window wells and frames, doors, door frames, and garage doors, and exterior doors; cleaning and replacement of gutters and downspouts, wood replacement, replacement of doorknockers, brass kick plats, door hardware, electrical light fixtures controlled from inside the Unit, foundation slabs, HVAC and utility pipes, stacks, and other components serving only one Unit.
>
> Any screens, storm doors, storm windows, and glass ornamental doors an Owner desires to install must be approved pursuant to Article IX of the Declaration prior to installation. If approved, such items shall be the sole maintenance responsibility of the Owner.
>
> The Association shall further have the obligation to maintain yards on Units within the Townhome Service Area, but shall have no obligation to maintain any yard or portion of a Unit that has been fenced in by its Owner. The Association's responsibilities with respect to maintenance of such landscaping shall be limited to cutting of grass. Owners of Units shall not alter landscaping or landscaping equipment and shall not interfere with the Association's landscaping activities without the approval of the ARC.

The cost of all maintenance to be performed by the Association shall be a Service Area Expense for the Units within the Townhome Service Area.

2.

Section 1.2 of the Supplemental Declaration shall be deleted in its entirety and the following inserted in its place:

> Section 1.2. Standard of Performance. All maintenance and activities in the Townhome Service Area shall be conducted in accordance with the Community-Wide Standard, as determined by the Board. In addition, 75% of the Owners of Units within the Townhome Service Area may request that the Association perform additional services or a higher level maintenance or activity, which shall be performed as a Service Area Expense assessable against Units within the Townhome Service Area. For example and by way of illustration, not limitation, the Owners within the Townhome Service Area may request the Board to provide additional landscape services, gutter and downspout cleaning or maintenance, pest control, a higher level of service, or recommendations regarding the landscape maintenance contractor the Association engages for the Townhome Service Area. The Board shall take such recommendations in consideration when providing such services and engaging the maintenance contractor, the cost of which shall be included in the Service Area Expenses for the Townhome Service Area.

3.

Section 1.2 of the Supplemental Declaration shall be deleted in its entirety and the following inserted in its place:

> Section 1.3. Insurance. The Association shall obtain and maintain endorsements to the property and commercial general liability policies carried by the Association pursuant to Section 6.1 of the Declaration which shall insure the Association and the Owners within the Townhome Service Area against liability for occurrences occurring where the Association has maintenance responsibilities. The Association shall also carry insurance for the full replacement cost of the exterior portions of the Units (specifically not including the contents of any dwelling on a Unit or any upgrades in such dwelling). The cost of such insurance shall be part of the Service Area Expenses and assessable as part of the Service Area Assessment for the Townhome Service Area.

4.

Section 2.1 of the Supplemental Declaration shall be deleted in its entirety and the following inserted in its place:

> Section 2.1. Easements of Encroachment. There are granted in Section 11.1 of the Declaration reciprocal easements of encroachment to each adjacent Owner

and to the Association due to the unintentional placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon. In the Townhome Service Area, such easements shall be to a distance of not more than 18 inches, as measured from any point on the common boundary between Units. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement. The Association shall not be held responsible for any such unintentional placement, settling or shift of improvements constructed on Units.

5.

Section 2.3 of the Supplemental Declaration shall be deleted in its entirety and the following inserted in its place:

Section 2.3. Construction and Utility Easement. Declarant reserves for itself, and grants to builders constructing dwellings on Units, the Association, and all utility providers, perpetual non-exclusive easements throughout all of the Common Areas and along, over, upon, and under strips of land five feet in width parallel and contiguous to the front, rear, and side lines of each Unit (but not through a structure) to the extent reasonably necessary for the purpose of installing, maintaining, and repairing utilities and infrastructure. However, Owners acknowledge and agree that each Owner shall be responsible for the line(s) serving their Unit alone.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the date and year first written above.

DECLARANT: HILLSIDE TRACE, LLC
a Georgia limited liability company

By: _____
Steven M. Hornyak, Manager

[CORPORATE SEAL]

Signed, sealed, and delivered
In the presence of:

_____
Unofficial Witness

_____
Notary Public
[NOTARIAL SEAL]

JUDITH M PROCTOR NOTARY PUBLIC DAWSON COUNTY, GA MY COMMISSION EXPIRES MARCH 11 2008