

UPON RECORDING RETURN TO:

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CROSS REFERENCE: Deed Book: 55184  
Page: 166

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FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
ST. ANDREWS

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. ANDREWS ("Amendment") is made this 19th day of May, 2016 by **ST. ANDREWS COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association"), **MJH HOMES, LLC**, a Georgia limited liability company (hereinafter referred to as "MJH Homes" or "Declarant") and **GDCI GA 5, L.P.**, a Georgia limited partnership (hereinafter referred to as "GDCI") and;

W I T N E S S E T H

**WHEREAS**, Declarant and GDCI executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for St. Andrews, which was recorded on July 20, 2015 in Deed Book 55184, Page 166, *et seq.*, Fulton County, Georgia land records (hereinafter as such document may have been supplemented and/or amended from time to time, referred to as the "Declaration"); and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, Article 12, Section 12.6(c) of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Units and the consent of the Declarant; and

**WHEREAS**, Owners of at least two-thirds of the Units in the Community have agreed to amend the Declaration as set forth herein, as evidenced by the signatures attached hereto and by this reference incorporated herein;

**NOW THEREFORE**, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for St. Andrews hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding a new Article 13, entitled "Gate System," to read as follows:

Article 13  
Gate System

13.1 Gate System. It is anticipated that two (2) mechanical gate systems will be installed in the Community to limit and/or restrict vehicular access, ingress and egress to and from portions of the Community (collectively, the "Gate System"). Each Owner, by accepting a deed to a Unit, shall be deemed to acknowledge and agree to the following with respect to the installation of the Gate System within the Community:

(a) The Board of Directors, with the consent of the Declarant, which consent shall not be unreasonably withheld, shall determine when the Gate System will be operational.

(b) Neither Declarant, the Association nor their respective officers, directors, employees, members, representatives or agents shall be responsible for the security of Owners, Occupants or their family members, guests, invitees or property by virtue of the installation of the Gate System. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OWNER OR OCCUPANT GUARANTEES OR ASSURES TO ANY OTHER OWNER OR OCCUPANT NOR ANY OTHER PARTY WHOMSOEVER THAT THE GATE SYSTEM WILL IN ANY MANNER WHATSOEVER PROVIDE PERSONAL PROTECTION OR SECURITY TO ANY OWNER OR OCCUPANT, THEIR PERSONAL POSSESSIONS OR TO GUESTS OR INVITEES, OR TO ANY OTHER PERSON, AND EACH OWNER, BY ACCEPTANCE OF A DEED TO A UNIT, SHALL HAVE ASSUMED THE ENTIRE RISK AS BETWEEN SUCH OWNER AND DECLARANT OR THE ASSOCIATION, AS

APPLICABLE, FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY WITHIN THE COMMUNITY ARISING FROM ANY DEFICIENCY, FAILURE OR DEFECT IN THE GATE SYSTEM OR OTHERWISE.

(c) All governmental authorities shall have access to the Community for law enforcement, safety and emergency purposes. Each Owner shall look solely to the applicable governmental authority for the provision of law enforcement and police protection.

(d) The Gate System is not intended to replace or to serve in lieu of individual alarm systems or other measures designed to provide security at a residence or within any Unit. Each Owner is encouraged to install personal security devices upon and within such Owner's Unit to the same extent that would be prudent if the Gate System did not exist.

(e) The Gate System will be installed based upon the representations of vendors regarding the operation and performance capabilities of the components of the Gate System.

(f) DECLARANT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE GATE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSES FOR WHICH IT WAS DESIGNED. Declarant does not guarantee that the Gate System will avert or prevent occurrences or consequences which it is designed to avert or prevent.

(g) The Gate System shall be owned, operated, and maintained by the Association at its sole cost and expense. The Declarant shall not be required to operate or maintain the Gate System.

(h) Each Owner shall use the Gate System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Board of Directors.

(i) Each Owner and Occupant acknowledges that the Declarant or the Association, as the case may be, shall have the right to deactivate any card access system, gate code or other method used in connection with the Gate System which restricts vehicular access to the Community in the event of nonpayment of assessments or for any violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines.

### 13.2 Maintenance and Costs of Gate System.

(a) Maintenance of Gate System. The Gate System shall be Common Property, to be owned, maintained, repaired and replaced by the Association pursuant to Section 5.1 hereof.

(b) Allocation of Costs to Maintain Gate System. The cost to maintain, repair and replace the Gate System shall be a line item in the Association's annual budget and shall be paid for out of the general assessments. In addition to the foregoing, the Board may, but shall have no obligation to, establish a separate reserve fund for future maintenance, repair and/or replacement to the Gate System. Notwithstanding the foregoing, in the event that the Association determines that the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance shall be assessed against the Unit of such Owner as a specific assessment.

2.

Unless otherwise defined herein, the defined terms used in this Amendment shall have the same meaning as set forth in the Declaration.

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against all current Owners of Units subject to the Declaration.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant hereby consents to this Amendment under seal as of the date and year first written above.

DECLARANT: MJH HOMES, LLC, a Georgia limited liability company

By: [Signature] (SEAL)  
Print Name: Monte Hewitt  
Title: Manager

Signed, sealed and delivered  
in the presence of:

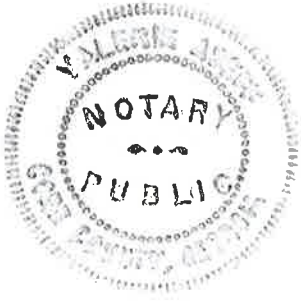
[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires: 9/29/2017

[AFFIX NOTARY SEAL]

Notary Public  
Cobb County, Georgia  
My Commission Expires 09/29/2017



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, GDCI hereby consents to this Amendment under seal as of the date and year first written above.

OWNER: GDCI GA 5, L.P., a Georgia limited partnership

By: PACIFIC LAND, LLC, a Georgia limited liability company, as its General Partner

By:  (SEAL)  
Michael Kilgallon, as its Manager

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public

My Commission Expires

[AFFIX NOTARY SEAL]



IN WITNESS WHEREOF, the undersigned Owner hereby consents to this Amendment  
this 28<sup>th</sup> day of May, 2016.

OWNER:

Andrew J. Velcoff  
Print Name(s)

Print Name(s)

By:

[Signature] (SEAL)

By:

[Signature] (SEAL)

Address:

328 Stonemont Drive  
Atlanta, Georgia 30305

Being Unit 21 in St. Andrews

Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

Notary Public  
Cobb County, Georgia  
My Commission Expires 09/29/2017

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARY SEAL]

