
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Mail

After recording, please return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

CROSS REFERENCE: Deed Book: 14450
Page: ~~2865~~ 2792
Deed Book: 14318
Page: ~~2792~~ 2865

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR REGENCY AT RIVERLINE CROSSING**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 23rd day of October, 2008 by **REGENCY AT RIVERLINE CROSSING TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Pulte Home Corporation, a Michigan corporation, as "Declarant", executed that certain Declaration of Covenants and Restrictions for Regency at Riverline Crossing, which was recorded April 21, 2006 at Deed Book 14318, Page 2865, *et seq.*, Cobb County, Georgia records and re-recorded February 9, 2007 at Deed Book 14450, Page 2792, *et seq.*, aforesaid records (hereinafter as supplemented and/or amended from time to time collectively 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, pursuant to Article X of the Declaration, the Declaration may be amended upon the approval of: (a) those members of the Association who own in the aggregate no fewer than sixty-seven percent (67%) of the Townhomes not owned by the Declarant and (b) the Declarant, if the Declarant shall then own any Townhomes or any other portion of the Overall Property; and

WHEREAS, further pursuant to Article IX of the Declaration, the approval of any amendment by the members of the Association shall be given by such member either by casting

a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, or by such member signing a written approval of such amendment after the date on which such meeting was held; and

WHEREAS, members of the Association who own in the aggregate no fewer than sixty-seven percent (67%) of the Townhomes not owned by Declarant agreed to amend the Declaration as hereinafter provided; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement certifies that the consent of the required number of members was lawfully obtained; and

WHEREAS, the Declarant does not own any Townhome or any other portion of the Overall Property; and

WHEREAS, the Association and the members thereof desire to amend the Declaration as set forth herein and intend for this First Amendment to be prospective only;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Covenants and Restrictions for Regency at Riverline Crossing, hereby declaring that all 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 to the end of Article II of the Declaration a new Section 7, entitled "Submission to Georgia Property Owners' Association Act; Conflict", to read as follows:

Section 7. Submission to Georgia Property Owners' Association Act; Conflict. The property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.* (the "Act"). In the event of a conflict between the provisions of this Declaration and the provisions of the Act then to the extent that the provisions of the Act cannot be waived by agreement, the Act shall control.

2.

The Declaration is hereby amended by deleting Article V, Section 2 of the Declaration, entitled "Personal Obligation of Members", in its entirety and replacing it with a new Section 2 to read as follows:

Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Townhome(s) owned by such member, irrespective of whether it shall be so expressed in any

such deed or other conveyance, and by acceptance of ownership of such Townhome(s), and by taking record title to such Townhome(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof;

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided; and

(c) Specific assessments as provided in Article V, Section 9 hereof.

All such assessments, together with late fees, interest thereon and costs of collection thereof, including, without limitation, reasonable attorneys' fees actually incurred, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Townhome against which such assessments are levied at the time such assessments become due and payable. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Townhome, and each successor-in-title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any First Mortgagee taking title through foreclosure proceedings. The covenant to pay assessments herein stated is and shall be a covenant running with the land. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

3.

The Declaration is hereby amended by deleting Article V, Section 8 of the Declaration, entitled "Effect of Non-Payment of Assessments; Remedies of the Association", in its entirety and replacing it with a new Section 8 to read as follows:

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual, special or specific assessment, or any installment of any annual, special or specific assessment, which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and

payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Townhome owned by the delinquent member, which lien shall bind such Townhome or Townhomes in the hands of the then owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 8 shall bear, late charges, interest from the date of delinquency at the rate of ten percent (10%) per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Townhome or Townhomes of such member, in either of which events such member shall also be liable to the Association for all costs and reasonable attorneys' fees actually incurred in connection with the collection of such delinquent amounts. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

4.

The Declaration is hereby amended by adding to Article V of the Declaration, a new Section 9, entitled "Specific Assessments", to read as follows:

Section 9. Specific Assessments. The Board shall have the power to levy specific assessments as provided herein. Fines levied pursuant to the Declaration, the initiation fee and the costs of maintenance performed by the Association for which the owner is responsible shall be specific assessments. The Board shall also have the power to specifically assess expenses of the Association against Townhomes: (a) receiving benefits, items, or services not provided to all Townhomes within the community that are incurred upon request of the owner(s) of such Townhome(s) for specific items or services relating to those Townhomes only, or (b) that are incurred as a consequence of the conduct of an owner or their licensees, invitees, or guests.

5.

The Declaration is hereby amended by adding to the end of Article V, a new Section 10, entitled "Suspension of Services", to read as follows:

Section 10. Suspension of Services. In the event any assessment, fine or other charge or portion thereof is delinquent for three (3) months or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right, upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, if any, to suspend any

utility or service, the cost of which is paid for by the Association as a common expense, until such time as the delinquent assessments and all costs permitted under this Section, including, without limitation, reasonable attorney's fees actually incurred and any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services, are paid in full. Said utility services shall not be required to be restored until such delinquent assessments and costs, including, without limitation, any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services, are paid in full. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a common expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5. All Association expenses for termination and restoration of any services pursuant to this Section, including reasonable attorneys' fees actually incurred, shall be an assessment and a lien against the Townhome and shall be collected as provided herein for the collection of assessments.

The notice requirement of this subsection shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the address of the Townhome and to any other address the owner of the Townhome has designated in writing to the Association. Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions, except as provided in this subsection.

6.

The Declaration is further amended by deleting Article VII, Section 7 of the Declaration, entitled "Leasing of Townhomes", in its entirety and replacing it with a new Section 7 to read as follows:

Section 7. Leasing of Townhomes. The Cobb County zoning ordinance that is applicable to the Overall Property requires that the leasing of the Townhomes be restricted. In order to comply with such zoning ordinance, the leasing of Townhomes shall be governed by the restrictions set forth in this Section 7. Except as provided herein, the leasing of Townhomes shall be prohibited.

Leasing for purposes of this Declaration shall mean the regular, exclusive occupancy of a Townhome by any person(s) other than the owner for which the owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an owner occupant; (ii) occupancy by a member of the owner's family, (iii) occupancy by one or more wards if the Townhome is owned by their legal guardian, or (iv) occupancy by one or more beneficiaries of a trust if the Townhome is owned in trust by the trustee.

(a) General. Owners desiring to lease their Townhomes may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease such Townhome provided that such leasing is in strict accordance with the terms of the permit and this Section.

(b) Leasing Permits. An owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than ten percent (10%) of the total number of Townhomes in the community. Any owner of a Townhome may apply in writing to the Board of Directors for a Leasing Permit. If Leasing Permits have been issued for more than ten percent (10%) of the total number of Townhomes, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below ten percent (10%) of the total number of Townhomes and such owner shall automatically be placed on a waiting list for a Leasing Permit. At such time as the number of current outstanding Leasing Permits falls to ten percent (10%) or less of the total number of Townhomes, such owner shall automatically be granted a Leasing Permit. Notwithstanding anything to the contrary herein, the issuance of a Hardship Leasing Permit to an owner shall not cause the owner to be removed from the waiting list for a Leasing Permit.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Townhome to a third party (excluding sales or transfers to (A) an owner's spouse; (B) a person cohabitating with the owner; and (C) a corporation, partnership, company, or legal entity in which the owner is a principal); (ii) the failure of an Owner to lease his or her Townhome within one hundred eighty (180) days of the Leasing Permit having been issued; and (iii) the failure of an Owner to have his or her Townhome leased for any consecutive one hundred eighty (180) day period thereafter.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the owner of a Townhome may seek to lease on a hardship basis by applying, in writing, to the Board of Directors for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors, which may include, but not be limited to: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the community if such permit is issued; (3) the number of Hardship Leasing Permits which been issued to other Townhome owners; (4) the owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to such owner.

A "harship" as described herein shall include, but not be limited to, the following situations: (1) an owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Townhome was placed on the market, sell the Townhome, except at a price below the current appraised market value, after having made reasonable efforts to

do so; (2) an owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Townhome; or (3) an owner dies and the Townhome is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an owner to lease the Townhome for a term of one year; provided, however, an owner may apply for an additional Hardship Leasing Permit at the expiration or revocation of a previous one. Hardship Permits shall automatically be revoked if during the term of the permit, the owner of a Townhome is approved for and receives a Leasing Permit.

(d) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) Notice. Within ten (10) days after entering into a lease agreement, the owner shall provide the Board with: (1) a copy of the lease; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed occupants of the Townhome; (3) the owner's primary residence address and phone number other than at the Townhome, work location and work phone number; and (4) such other information as may be required by the Board.

(ii) General. Townhomes may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. There shall be no subleasing of Townhomes or assignment of leases without prior Board approval. The owner must provide the lessee copies of the Declaration, Bylaws and the rules and regulations of the Association.

(iii) Liability for Assessments, Use of Association Property, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each owner covenants and agrees that any lease of a Townhome shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Townhome, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Townhome in order to ensure such compliance. Owner agrees to cause all occupants of his or her Townhome to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such occupants, notwithstanding the fact that such occupants

of the Townhome are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board of Directors, the owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Townhome.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, Bylaws and rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the occupant(s) as attorney-in-fact on behalf and for the benefit of the owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the occupant(s). In the event the Association proceeds to evict the lessee and/or the occupant(s) of a Townhome, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Townhome. Notwithstanding any provision in this subsection, in the event the Association evicts a lessee as provided herein, the Leasing Permit applicable to said Townhome shall automatically be revoked.

(2) Use of Association Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the owner has to use the Association Property, including, but not limited to, the use of any and all recreational facilities and other amenities, if any.

(3) Liability for Assessments. When an owner who is leasing his or her Townhome fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's

obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an owner. The above provision shall not be construed to release the owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Mortgagee Exemption. This Section shall not apply to any leasing transaction entered into by the Association or an institutional holder of any First Mortgage on a Townhome who becomes the owner of a Townhome through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such First Mortgage.

7.

The Declaration is further amended by adding to the end of Article VII a new Section 12, entitled "Architectural Control and Design Guidelines", to read as follows:

Section 12. Architectural Control and Design Guidelines

(a) General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon any Townhome or any portion of the Overall Property unless approved in accordance with this Section and in accordance with the procedure, plans and specifications as may be required by the design guidelines adopted by the Board as provided in subsection (c) below.

Any owner may remodel, paint or redecorate the interior of structures on the Townhome without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Townhome shall be subject to approval.

(b) Architectural Advisory Committee. The Board of Directors shall be authorized, but not obligated, to appoint an architectural advisory committee or an architectural chairperson (collectively the "Reviewing Entity") to advise and assist with its duties and responsibilities under this Section 12 and the design guidelines. The functions which may be performed by the Reviewing Entity shall include, without limitation, reviewing plans and specifications which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Townhomes and to make recommendations to the Board of Directors with respect to such plans and specifications. The Reviewing Entity may have such power and control with respect to the rights, duties and obligations set forth in this Section 12 as may be delegated to it by the Board.

In the event that a Reviewing Entity is established, any decision rendered by said Reviewing Entity may be appealed to the Board of Directors. Any Townhome owner who has submitted such plans and specifications as required under this Section 12 shall have fifteen (15) days from the date of the decision made by the Reviewing Entity to appeal, in writing, such decision to the Board of Directors. The Board shall then have ten (10) days from the date of receipt by such Townhome owner to either affirm or overturn the decision rendered by the Reviewing Entity. Any decision rendered by the Board shall be in writing and shall be binding on the Townhome owner.

(c) Design Guidelines. The Board shall have the right to adopt and/or amend, without a vote of the members, written design guidelines for all exterior changes, modifications and construction to a Townhome, a copy of which shall be distributed to all owners in Regency at Riverline Crossing.

8

The Declaration is hereby amended by adding a new Section 13 to Article VII of the Declaration, entitled "Rule Making Authority", to read as follows:

Section 13. Rule Making Authority. The Board shall have the right to adopt reasonable rules and regulations regarding the use of Townhomes in the community. Such rules and regulations shall be distributed to all owners prior to the date that they are to become effective and shall thereafter be binding upon all owners and occupants until and unless overruled, canceled or modified by a majority of the owners of Townhomes.

9.

The Declaration is hereby amended by adding to the end of Article VII, a new Section 14, entitled "Parking Restrictions", to read as follows:

Section 14. Parking Restrictions. Vehicles shall be parked only in appropriate parking areas serving the Townhome or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas serving the Townhome" shall refer to the number of garage parking spaces and the driveway serving said Townhome. Overnight parking on the streets shall be prohibited unless expressly permitted by the Board of Directors in writing. No vehicle shall be parked such that it encroaches upon any sidewalk in community. All parking shall be subject to such further rules and regulations as the Board may adopt. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon such Townhome

unless the same is entirely confined with a garage located on such Townhome and the door of such garage is kept in a closed position.

Disabled and stored vehicles are prohibited from being parked in the community. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the community without being driven for fourteen (14) consecutive days or longer without prior written consent of the Board.

If any vehicle is parked on any portion of the Overall Property in violation of this provision or the Association's rules and regulations, the Board or agent of the Association may 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 the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's Townhome, is obstructing the flow of traffic, is parked on any landscaped area or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the towing activity.

The Board of Directors may exercise any and all remedies available for a violation of this Section in addition to or in lieu of its authority to remove the violating vehicle, including, without limitation, the right to levy and collect fines against a non-complying owner or occupant.

10.

The Declaration is hereby amended by deleting Section 1 of Article XI, entitled "Failure of Enforcement", in its entirety and replacing it with a new Section 1, entitled "Enforcement", to read as follows:

Section 6. Enforcement. Each owner, occupant, invitee, guest, and tenant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in the Declaration, the recorded subdivision plat(s) for Regency at Riverline Crossing and in the deed to such

owner's Townhome, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, the rules and regulations or design guidelines, if any, shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association or an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations or use restrictions and to assess the cost of recording and removing such notice against the owner who is responsible (or whose occupants and/or guests are responsible) for violating the foregoing. Failure by the Association or by any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the address for the Townhome or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days from the date of the notice, that the fine will take effect; and

(2) that the violator may, within ten (10) days from the date of the notice, request, in writing, a hearing before the Board of Directors regarding the fine imposed; and

(3) the name, address and telephone number of a person whom the violator must contact to request a hearing; and

(4) that the violator may produce any statements, evidence and/or witnesses at the hearing; and

(5) that all rights to have the fine reconsidered are waived by the violator if a hearing is not requested before the Board of Directors within ten (10) days of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board of Directors in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing therein. The fine shall run from the date that a decision is made by

the Board of Directors at the conclusion of the hearing or such later date as the Board of Directors may determine.

11.

The Declaration is hereby amended by adding to the end of Article XI a new Section 8, entitled "Non discrimination", to read as follows:

Section 8. Non discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

12.

The Declaration is further amended by adding to the end of Article XI a new Section 9, entitled "Security", to read as follows:

Section 12. Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

13.

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

14.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia.

15.

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

16.

This First Amendment shall be prospective only and shall be enforceable against current owners of all Townhomes subject to the Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed under seal the day and year first above written.

ASSOCIATION: **REGENCY AT RIVERLINE CROSSING TOWNHOME ASSOCIATION, INC.,** a Georgia nonprofit corporation

By: Blake Israel
Name: Blake Israel
Its: President

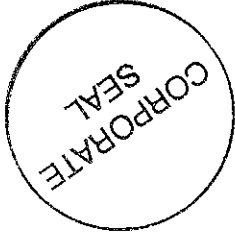
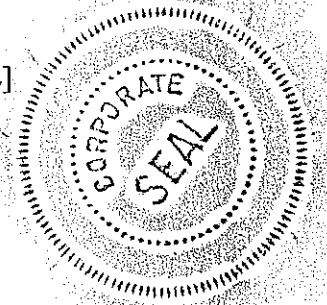
Attest: Alan Roberts
Its: Secretary

Signed, sealed and delivered in the presence of

M Spivey
Witness

Vickie L. Hurst
Notary Public

[AFFIX CORPORATE SEAL]



[AFFIX NOTARY SEAL]

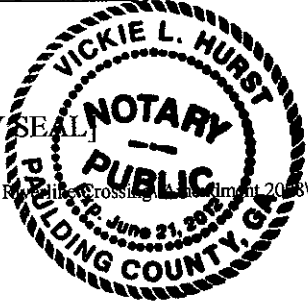


EXHIBIT "A"

Sworn Statement of Secretary of
Regency at Riverline Crossing Townhome Association, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Regency at Riverline Crossing Townhome Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Regency at Riverline Crossing Townhome Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing First Amendment to the Declaration of Covenants and Restrictions for Regency at Riverline Crossing was approved members of the Association who own in the aggregate sixty-seven (67%) percent of the Townhomes not owned by the Declarant.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and Article X of the Declaration.

This the 26 day of October, 2008.

By:
Name:

Alan Roberts
[Signature]

Sworn to and Subscribed
before me this 26th day of October, 2008.

Vickie L. Hurst

Notary Public

