

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR SPIVEY ORCHARD ESTATES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SPIVEY ORCHARD ESTATES is made this 25 day of Feb., 1993 by Spivey Orchard Estates, Ltd., a Georgia limited partnership by James E. Boyd as its general partner (hereinafter referred to as "Declarant").

WHEREAS, on September 26, 1989, Declarant executed that certain Declaration of Covenants, Restrictions and Easements for Spivey Orchard Estates (hereinafter referred to as the "Declarant"); and

WHEREAS, the Declaration was recorded in Deed Book 1590, Page 714, Clayton County Records; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms of this First Amendment;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1.

Paragraph 3 of the Background Statement on Page 1 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Declarant will cause the Association (as hereinafter defined) to be formed as a nonprofit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined). Any cost to form the Association shall be at the expense of the Association and any such expenses paid by the Declarant shall be reimbursed within 15 days of submitting to the board of directors of the Association a written statement outlining the expenses.

2.

Article 1.04 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

1.04 Commencement Date.

"Commencement Date" means the later of (i) the date on which the first Residence is sold to a third party other than Declarant or the builder of such Residence, or (ii) May 1, 1993.

3.

The following sentence is added to the end of Article 2.01(b) of the Declaration: "The Common Property consists of all of Lot 9-B (which includes the swim pool, tennis court and retention pond) and the entrance areas (including all improvements located at such areas) at the corner of Jodeco Road and Orchard Walk."

4.

Article 2.06 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

2.06 Maintenance. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain all grass and other landscaping located along or in dedicated rights of way which abut a Lot or entrances which were installed and maintained by Declarant and maintain the street signs located within the development. Notwithstanding the foregoing, Declarant will be responsible for maintaining all grass and other landscaping located along or in dedicated rights of way which abut a Lot until the earlier of (i) the sale by Declarant of one-third of the Lots located in the particular phase in which the subject Lot is located, or (ii) the date that Declarant sells such Lot. Upon the occurrence of the event specified in (i) above, the owner of the Lot shall become responsible for such maintenance. Declarant shall also be responsible for initially bringing the retention pond located on Lot 9-B into conformity with all applicable Clayton County laws and ordinances. Subsequent to such time the Association shall be responsible for maintaining the retention pond.

The foregoing maintenance shall be performed consistent with the Development-Wide Standard. If the Common Property as described in 2.01(a) of this Declaration is not maintained consistent with the Development-wide Standard, Declarant has the option to bring the Common Property up to the Development-Wide Standard within 15 days of delivery by Declarant to the Association of a written itemized statement of such cost, Declarant shall be reimbursed by the Association in accordance with such itemized statement.

5.

The first sentence of Article 3.03(c) of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof as the first two sentence of Article 3.13(c): "The Development will be composed of Lots to be developed in phases containing equal or unequal numbers of Lots. Each such phase will be platted of record in the office of the Clerk of the Superior Court of Clayton County."

6.

The following sentence is added to the end of Article 4.09 of the Declaration: "In no event will any advances by Declarant to the Association exceed \$500.00 per calendar year."

7.

The first sentence of Article 5.04(a) of the Declaration is deleted in its entirety and the following inserted in lieu thereof: "The ACC shall hold regular meetings at least once every six (6) months or more often as may be established by the ACC."

8.

The last sentence of Article 6.24 is deleted in its entirety and the following inserted in lieu thereof:

The main floor of any two-story residence shall contain at least 1,400 heated square feet for any residence located on a Lot on a cul-de-sac and 1,800 heated square feet for any other two-story residence. Notwithstanding the foregoing, the Architectural Control Committee may grant waivers of such square footage requirements in its sole and absolute discretion.

9.

The following is added as Article 6.26 of the Declaration:

6.26 Parking. No mobile homes, motor homes, house trailers, trucks, motorcycles, campers, vans, trailers, boats or other recreational vehicles shall be parked on the streets within the Property. No automobiles shall be parked on the streets of the Property on a regular basis or for more than a twenty-four hour period.

10.

Declarant hereby certifies that this First Amendment has been approved by Declarant.

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

SPIVEY ORCHARD ESTATES, LTD.
a Georgia limited partnership

BY

James E. Boyd
General Partner

Signed, Sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires:

(Notarial Seal)

(Original is signed, notarized and recorded in Book# 1889 Page# 776-779 on April 19, 1993)