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CLERK SUPERIOR COURT

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STATE OF GEORGIA
COUNTY OF CLAYTON

Reference: Deed Book 1544
Page 001

05432
AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR RIVER'S EDGE PLANTATION AND
TO THE BY-LAWS OF RIVER'S EDGE PLANTATION COMMUNITY ASSOCIATION, INC.

WHEREAS, Builders Interest Development Corporation, a Georgia Corporation, ("Declarant") recorded a Declaration of Protective Covenants for River's Edge Plantation on April 3, 1989, in Deed Book 1544, Page 001, et seq., Clayton County, Georgia Records ("Declaration"); and

WHEREAS, the Declaration has been previously amended by the following amendments recorded in the Clayton County land records as follows:

<u>Deed Book/Page</u>	<u>Deed Book/Page</u>
1592/71 <u>et seq.</u>	1802/773 <u>et seq.</u>
1592/75 <u>et seq.</u>	1805/166 <u>et seq.</u>
1624/138 <u>et seq.</u>	1859/728 <u>et seq.</u>
1665/738 <u>et seq.</u>	2026/13 <u>et seq.</u>
1687/121 <u>et seq.</u>	2046/106 <u>et seq.</u>
1747/347 <u>et seq.</u>	2265/264 <u>et seq.</u>
1781/93 <u>et seq.</u>	2318/239 <u>et seq.</u>
1773/679 <u>et seq.</u>	2644/102 <u>et seq.</u>

THIS AMENDMENT SUBMITS THE COMMUNITY TO THE PROVISIONS OF THE
GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, et seq.

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WHEREAS, Article XIII, Section 4 of the Declaration provides that the Declaration can be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total River's Edge Plantation Community Association, Inc. ("Association") vote entitled to vote thereon; and

WHEREAS, this amendment does not adversely affect the Club; and

WHEREAS, the Declarant's consent to amend the Declaration is no longer required; and

WHEREAS, Owners holding at least two-thirds (2/3) of the total votes in the Association have approved this amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Exhibit "A", Paragraph (h) of the Declaration is hereby amended by deleting the first sentence therefrom and substituting therefor the following:

- (h) "Common Property" shall mean any and all real and personal property, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or outside the boundaries of the Community.

2.

Exhibit "A", Paragraph (i) of the Declaration is hereby amended by adding the following to the end thereto:

The Community is a residential property owners' development that hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as such Act may be amended from time to time.

3.

Exhibit "A" of the Declaration is hereby further amended by adding the following Paragraph (aa)

to the end thereto:

- (aa) "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as such Act may be amended from time to time.

4.

Article III, Section 2 of the Declaration is hereby amended by deleting the reference to "Article IV, Section 11" therein and substituting therefor the reference "Article IV, Section 10."

5.

Article IV of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Article IV
Assessments

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Association Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Residences as may be authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Residence, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) General Assessments or charges; (ii) Parcel Assessments, if applicable; (iii) special assessments, to be established and collected as hereinafter provided; and (iv) specific assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed hereunder. Parcel Assessments shall be levied against Residences in a particular Parcel where the Board has determined that certain Association Expenses benefit only that Parcel.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and, if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Residence and shall be a continuing lien upon the Residence against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Residence at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

Section 3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If the General or Parcel Assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received shall be applied, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments.

(c) If the Board permits payment of the General or Parcel Assessments in installments, and if assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the General or Parcel Assessments with ten (10) days written notice.

(d) If assessments and other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit

to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not limit ingress or egress to or from the Residence).

(e) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided herein and in the Act, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services paid for as a Common Expense to that Residence until such time as the delinquent assessments and all costs permitted pursuant to this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Residence and shall be collected as provided herein for the collection of assessments.

Section 4. Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Common Property during the coming year. The budget shall include separate line items for Parcel expenses for each Parcel. The Association Expenses shall be allocated to each Residence as follows: The amount of all estimated expenses to be incurred for the sole benefit of a particular Parcel shall be determined for each Parcel and that portion of the total estimated Association expenses attributable to a particular Parcel shall be allocated equally among the Residences in the Parcel and shall be levied as Parcel Assessments. The remaining Association Expenses shall be levied as General Assessments. The General Assessment shall be in an equal amount for all Residences.

The Board shall cause the budget and notice of the assessments to be levied against each Residence for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called annual meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the above, however, if the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings,

the new budget and assessment shall take effect without a meeting of the members.

Section 5. Special Assessments. In addition to the General and Parcel Assessments provided for in Section 2 above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Residence in one calendar year to exceed two hundred (\$200.00) dollars (except as provided in Article VII, Section 3 herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Property) first shall be approved by the affirmative vote of at least two-thirds (2/3) of Owners present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 6. Specific Assessments. Any expenses of the Association, including attorney's fees, occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specifically assessed against such Owners and their respective Residences. In addition, the Board shall be authorized to impose reasonable fines against Owners and their Residences pursuant to Article III, Part C, Section 20 of the By-Laws of River's Edge Plantation Community Association, Inc. The specific assessments provided for in this Section shall be levied by the Board and the amount and due date for such assessment so levied by the Board shall be specified by the Board.

Section 7. Capital Budget and Contribution. The Board shall annually prepare a capital budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 4 herein. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 8. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Residence, or a lender considering a loan to be secured by a Residence, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Residence. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars

or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Residence as of the date specified therein.

Section 9. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

Section 10. Exempt Property. The following property shall be exempt from General Assessments, Parcel Assessments and special assessments:

(a) all Common Property (such term as used herein shall not include property which is within any Residence regardless of whether or not the Association is obligated to maintain any such property);

(b) the Club;

(c) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks; and

(d) all property owned by nonprofit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such nonprofit organizations is contingent upon prior approval by the Board.

6.

Article VI, Section 1 of the Declaration is hereby amended by deleting therefrom the sentence stating that "The Board may also restrict certain portions of the recreational facilities administered by the Association to adults only."

7.

Article VI, Section 3 of the Declaration is hereby amended by deleting the first sentence therefrom and substituting therefor the following:

Section 3. Signs. No sign of any kind, including yard sale signs, shall be erected by an Owner or Occupant within the Community without the prior written consent of the Board of Directors.

8.

Article VI, Section 4 of the Declaration is hereby amended by adding the following to the end thereto:

For the purposes of this paragraph, the terms "vehicles" and "trailers" shall specifically include trailers used for the purpose of carrying landscaping equipment and/or for the purpose of conducting a landscaping business.

9.

Article VI, Section 11 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 11. Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors or the Architectural Review Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Residence. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on a Residence which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

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10.

Article XIII, Section 3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land within the Community perpetually to the extent provided in the Act.

11.

Article XIII, Section 4 of the Declaration is hereby amended by deleting the last paragraph thereof and substituting therefor the following:

No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Clayton County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association, the Department of Housing and Urban Development and the Veterans Administration.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

12.

Article XIII of the Declaration is hereby amended by adding the following Section 22 to the end thereto:

Section 22. Dispute Resolution. The Association and any Owner or Occupant with a dispute which does not regard payment of General, Parcel or special assessments and which concerns the provisions of this Declaration, the By-Laws or any Association rule or regulation must follow the procedures set forth below and engage in mediation before filing a lawsuit regarding the dispute.

9

(a) Hearing with Board. In the event an Owner or Occupant has such a dispute with the Association, the Board, any officer or director, or the property manager of the Association, the Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of the dispute. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

In the event the Association has a grievance against an Owner or Occupant which does not involve payment of General, Parcel or special assessments, the Board shall notify the Owner or Occupant of the grievance and shall give notice of the date, time and place of a hearing to be held regarding the dispute.

(b) Mediation. If the dispute is not resolved by a hearing between the parties, the Association and Owner or Occupant shall schedule mediation with an attorney licensed to practice law in the State of Georgia. The parties shall attend the mediation and make a good faith effort to resolve the dispute by agreement. The costs of the mediation shall be shared equally by the parties, unless the Board elects for the Association to bear the costs of the mediation.

In the event that the parties do not resolve the dispute through either the hearing or mediation, then either party may file a lawsuit regarding the claim.

13.

Article II, Section 4 of the By-Laws is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Residences of record or to the Residences a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice given at an address other than his or her Residence, the Owner

shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice. The Board may serve such notice as described in this Section by publishing the required information as a notice in a newspaper or newsletter mailed to each Owner of a Residence.

14.

Article II, Section 9 of the By-Laws is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 9. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast one-third (1/3) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these By-Laws shall not be counted as eligible votes toward the quorum requirement. There shall be no quorum requirement for advisory votes.

15.

Article III, Part C, Section 20 of the By-Laws is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 20. Rule Making and Enforcement.

(a) Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Residences and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Residence, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Residence. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this Paragraph (b) shall not be required for late charges on delinquent assessments; suspension of voting rights, if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; or suspension of common utilities pursuant to Article IV, Section 3(e) of the Declaration.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(iii) Additional Enforcement Rights. Pursuant to Article XIII, Sections 1 and 2 of the Declaration and notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on the lot of any Residence upon a failure by the Owner to do so or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Paragraph (b) of this Section. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

IN WITNESS WHEREOF, the undersigned officers of the River's Edge Plantation Community Association, Inc., hereby certify that the above Amendment to the Declaration of Protective Covenants for River's Edge Plantation and to the By-Laws of River's Edge Plantation Community Association, Inc. was duly adopted by the requisite majority of the Association membership.

This 21 day of January, 2003.

RIVER'S EDGE PLANTATION COMMUNITY
ASSOCIATION, INC.

By: E. B. Martin Jr.
President
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 21 day of
January 2003.

Charles E. Henderson
Witness
Charles E. Henderson
Notary Public

Charles Henderson
Notary Public, Clayton County, GA
My Commission Expires January 2, 2007



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