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Anne M. Lander

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Daniel O. Duncan, P.C.  
240 Cherokee Street  
Suite 201  
Marietta, GA 30060  
# 38586

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR COTTONWOOD CREEK**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Cottonwood Creek ("Amendment") is made and entered into as of this 26<sup>th</sup> Day of September 2001, by McBride & Son Homes Georgia, LLC, a Missouri limited liability company ("Successor Declarant").

**RECITALS:**

- A. The Property described on Exhibit A attached hereto is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Cottonwood Creek as recorded at Book 4376 Page 419 in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (hereinafter referred to as the "Covenants").
- B. In accordance with Section 1. (k) Of the Covenants and that certain instrument recorded at Book 4376 page 423 in the Office of the Clerk of the Superior Court of Cherokee county, Georgia, Successor Declarant has succeeded to all of the rights and privileges accorded the Declarant under the Covenants.
- C. Successor Declarant has determined to amend the Covenants, pursuant to the authority granted to Successor Declarant under Section 13. (c) Of the Covenants.

NOW, THEREFORE, Successor Declarant hereby amends the Covenants as follows:

- 1. Section 10. (a) (Vi) of the Covenants is hereby modified to read as follows:

No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot or in any manner which is visible from the exterior of any Single Family Dwelling; provided however, that nothing herein shall prohibit (A) an Owner from placing one "For Sale" sign (not to exceed 2 feet by 2 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or a successor builder-developer in connection with the development of the Properties and the sale and/or construction of improvements on the Lots.

- 2. Section 12 (a) of the Covenants is modified to include the following new provision, Section 12 (a) (vi):

(vi) No "For Rent" sign, "For Lease" sign or other similar sign may be erected, maintained or displayed on any Lot or in any manner that is visible from the exterior of any Single Family Dwelling.

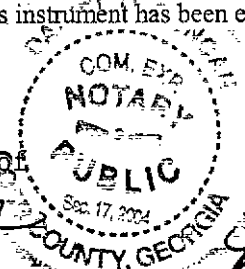
- 3. Section 9 of the Covenants is modified to include the following new provision, Section 9 (v):

(v) At the discretion of the Directors, to enter into such agreement or agreements as the Directors deem advisable for the inhibition of termite infestation of structures on the Property, provided however, neither the directors nor the Association shall have any liability to any Owner or any other party for termite damage to any Single Family Dwelling or any other portion of the Property, regardless of whether or not the directors into an agreement for the inhibition of termite infestation of structures on the Property.

Except as modified above, the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

McBRIDE & SON HOMES GEORGIA LLC



BY: Marvin E. Kefley  
Marvin E. Kefley, Member

Signed in the presence of  
Karon Masterson  
witness

Rec 10-30-001