

After Recording Return To'
Lueder, Larkin & Hunter, L.L.C
5900 Windward Parkway, 8mte 390
Alpharetta, Georgia 30005
Attn: WHG

Cross Reference;
Deed Book 38749, Page 623
Deed Book 39752, Page 540

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR LAKE DEERFIELD
FULTON COUNTRY, GEORGIA**

This Amendment to the Declaration of Covenants, Restrictions and Easements for Lake Deerfield Fulton County, Georgia (hereafter referred to as "Amendment") is made on the date set below.

WITNESSE T H:

WHEREAS, McCar Development Corp. (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants, Restrictions and Easements for Lake Deerfield Fulton County, Georgia on October 22, 2004, in Deed Book 38696, Page 305 of the Fulton County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Declarant re-recorded the Declaration on November J, 2004, in Deed Book 38749, Page 623 of the Fulton County, Georgia land records;

WHEREAS, McCar Homes, Inc., a Georgia corporation, successor by name change to Declarant, recorded that certain First Expansion Amendment to Declaration of Covenants, Restrictions and Easements for Lake Deerfield Fulton County, Georgia on April 8, 2005, in Deed Book 39752, Page 540 of the Fulton County, Georgia land records;

WHEREAS, Lake Deerfield Homeowners Association, Inc. (hereafter referred to as "Association") is the homeowners association identified in the Declaration;

WHEREAS, pursuant to Article XII of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) of the Townhome Owners and approval by the Declarant, so long as the Declarant owns any property for development and/or sale in the community;

WHEREAS, this Amendment has been approved by at least two-thirds (2/3) of the Townhome Owners, which is evidenced by the written consent: forms which are incorporated herein by this reference and are on file with the records of the Association;

WHEREAS, as of the date that this Amendment was recorded in the Fulton County, Georgia land records, Declarant no longer owns any property for development and/or sale in the community;

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

1.

The Preamble of the Declaration is amended by striking the following language in its entirety:

NOW THEREFORE, Declarant does hereby submit the Property to the provisions of this Declaration. This document establishes a mandatory membership homeowners association, but does not, and is not, intended to submit the Property to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.

and substituting the following therefore:

NOW THEREFORE, Declarant does hereby submit the Property to the provisions of this Declaration. This document establishes a mandatory membership homeowners association. LARATTON DOES CREATE PROPERTY SUEJECT TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

2.

Article I of the 'Declaration is amended by adding the following thereto:

“Georgia Property Owners’ Association. Act” or “Act” shall mean the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, et seq., as the same may be supplemented, amended or modified. Lake Deerfield is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

3.

Article VI, Section 7 of the Declaration is amended by adding the following thereto:

(c)If an assessment, fine, or charge remains unpaid more than sixty (60)days after the due date or the amount owed on the Owner’s account is at: least seven hundred and fifty dollars and 00/100 (\$750,00), the Association, acting through the Board of Directors, shall have the right to suspend water or any other utility services to the Townhome that is paid for as a common expense by the Association upon ten (10) days written notice to the Owner. 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 Townhome. The water or other utility services shall not be required to be restored until all amounts owed by the Owner have paid in full and the expenses to disconnect and/or reconnect the water or utility service, including reasonable attorney’s fees, have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services. In the event the Board of Directors suspends any utility or service paid for as a common expense, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter the Townhome for the purpose of suspending and restoring the utility or service. No one exercising the rights in this subsection, shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.