

State of Georgia, DeKalb County,
This is a true and correct copy of the original document which is on file and of record in the Office of the Clerk of Superior Court. Witness my hand and seal of the Superior Court of DeKalb County, Georgia.

This 19th day of Feb 1985
Signed [Signature]
Deputy Clerk, DeKalb County Superior Court
Book 5136 PAGE 579-582

FILED & RECORDED
DEKALB CO. GA.
JAN 17 2 31 PM '85

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AFFIRMATIVE OBLIGATIONS
AND RESTRICTIONS FOR OLD SAYBROOK

THIS AMENDMENT, made this 17th day of January, 1985,
by THE KEY COMPANY, a Georgia corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant did execute a Declaration of Covenants, Conditions, Affirmative Obligations and Restrictions for Old Saybrook dated January 7th, 1985 and recorded at Deed Book 5130, page 664-689, DeKalb County, Georgia Records (the "Declaration:"); and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, for an in consideration of Ten Dollars and other good and valuable consideration, Declarant declares that the Declaration is hereby amended as follows:

1. The tenth (10th) line of subparagraph 1(h) which reads "...mortgagee or holder as a deed to secure debt, its..." shall be deemed to read "...mortgagee or holder of a deed to secure debt, its...."

2. The second (2nd) line of the preamble of Section 3.4 which reads "...a vote of the members at a meeting of the Association shall be..." shall be deemed to read "...a vote of the Members at a meeting of the Association shall be...."

3. The third (3rd) line of subparagraph 4.3(b) which reads "...public or private utility, cable or drainage easements..." shall be deemed to read "...public or private utility supplier, utility, cable or drainage easements...."

4. The fourth (4th) line of subparagraph 5.3(a) which reads "...design, appearance, elevations or of any of the ..." shall be deemed to read "...design, appearance or elevations of any of the...."

5. The fifth (5th) line of subparagraph 5.4(a) which reads "...similar machines or objects outside of Owner's Home or ..." shall be deemed to read "...similar machines or objects outside of the Owner's Home or...."

6. The sixth (6th) line of subparagraph 5.5(c) which reads "... with a closed door or in an area which as the ..." shall be deemed to read "...with a closed door or in an area which the...."

7. The fourth (4th) line of subparagraph 5.7(e) which reads "...drawing account or investments of a reserve for (i)..." shall be deemed to read "...drawing account or investments as a reserve for (i)...."

8. The first (1st) and second (2nd) lines of Section 5.9 which read "The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the..." shall be deemed to read "The covenants, restrictions and affirmative obligations of this Declaration shall run with



and bind the land and shall be binding upon all grantees of Declarant, and persons claiming under them, specifically including, but not limited to, their successors and assigns, and shall inure to the...."

9. The sixteenth (16th) line of Section 5.10 which reads "...enforce any rights, reservations, restrictions, or conditions..." shall be deemed to read "...enforce any rights, reservations, restrictions, obligations or conditions...."

10. The fifth (5th) line of subparagraph 6.2(e) which reads "...personal injury or damage to the property, including..." shall be deemed to read "...personal injury or damage to property, including...."

11. The sixth (6th), seventh (7th) and eighth (8th) lines of subparagraph 6.2(g) which read "...obstructions shall be removed at the expense of the Association, at the request of the company providing the respective Utility." shall be deemed to read "...obstructions shall, at the request of the company providing the respective Utility, be removed by the Owner of the applicable Lot at such Owner's expense."

12. The fourth (4th) line of Section 7.1 which reads "...improvements thereon and shall be the responsibility of the..." shall be deemed to read "...improvements thereon shall be the responsibility of the...."

13. The word "member" at the beginning of the eleventh (11th) line of Section 8.1 shall be deemed to read "Member".



14. The seventh (7th) line of Section 8.2 which reads "...to one or two or more co-owners or co-tenants of a Lot shall..." shall be deemed to read "...to one of two or more co-owners or co-tenants of a Lot shall...."

15. The third (3rd) line of Section 8.3 which reads "...this Declaration, to construe and interpret its provisions, and..." shall be deemed to read "...this Declaration, and to construe and interpret its provisions, and...."

16. The first three (3) words of Section 8.6 which read "Section 9.1 hereof,..." shall be deemed to read "...Section 5.9 hereof,...."

Except as hereby amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed, sealed and delivered the date first above written.

THE KEY COMPANY

Signed, sealed and delivered
in the presence of:

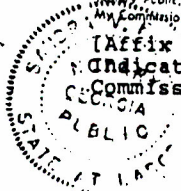
Ray M. Kelsoe
Witness

By: John L. Sauer (SEAL)
John L. Sauer,
President

Dendra V. Thenden
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Aug. 15, 1982

[Affix Notarial Seal and
Indicate Expiration Date of
Commission]



[SEAL]

