



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

After recording, please return to:
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1950 Sullivan Road
Atlanta, GA 30337

CROSS REFERENCE: Deed Book: 13092
Page: 346

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR OLDE IVY AT VININGS TOWNHOMES**

$\frac{5}{18}$ THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 25th day of February, 2003 by **OLDE IVY AT VININGS TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, JOHN WIELAND HOMES AND NEIGHBORHOODS, INC., a Georgia corporation (hereinafter referred to as "Declarant") executed that certain Declaration of Protective Covenants for Olde Ivy at Vinings Townhomes, which was recorded on November 19, 1999 in Deed Book 13092, Page 346, *et seq.*, Cobb County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is a non-profit corporation organized under the Georgia Nonprofit Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, the Association and the Owners desire to amend the Declaration as set forth herein to provide that the Association shall maintain all decks and patio surfaces; and

WHEREAS, the Board of Directors will modify the annual budget in anticipation of the increased expenses to the Association for maintaining all decks and patio surfaces; and

WHEREAS, pursuant to Article V, Section 1 of the Declaration, upon resolution of the Board of Directors and approval of a Majority of the Total Association Vote, the Association may assume responsibility for providing additional exterior maintenance of a Unit; and

WHEREAS, pursuant to the definitions set forth in Exhibit "A" of the Declaration, a Unit includes any porch, deck, patio, or similar appurtenance as may be attached to a Unit when such Unit is initially constructed; and

WHEREAS, Declarant joins in this Amendment; and

WHEREAS, this Amendment was approved by the Board of Directors and was adopted by a Majority of the Total Association Vote at a meeting duly held on September 30, 2002.

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants for Olde Ivy at Vinings Townhomes, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting the second paragraph of Article V, Section 1, entitled, "Association's Responsibility" in its entirety and replacing it with the following:

The Area of Common Responsibility shall be deemed to include the Common Property, all grass, landscaping and paving within the Community, and the following: (a) exterior surfaces of garage doors (but the Unit Owner shall be responsible for the operation of the garage doors), (b) all roofs, downspouts, and gutters, (c) all exterior building surfaces with the exception of hardware and glass; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade, (d) all driveways, and (e) all decks (whether enclosed or not) and deck surfaces, and patios (whether enclosed or not) and patio surfaces. Specifically excluded from the Area of Common Responsibility shall be the following: (1) walkways, steps, landscaping within patios, planters or courtyards, if any, of the Units, (2) HVAC or similar equipment located outside the Units, (3) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system, (4) hose bibs contained in exterior walls of a Unit, (5) lighting fixtures pertaining to a particular Unit and being located outside an entryway or in a garage, (6) window screens, window frames and glass, (7) foundations and footings, including waterproofing, and (8) pipes which serve only one (1) Unit whether located within or without the Unit's boundaries. Upon resolution of the Board of Directors and approval of a Majority of the Total Association Vote, the Association may assume responsibility for providing additional exterior maintenance of a Unit.

2.

Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration.

3.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION:

OLDE IVY AT VININGS
TOWNHOME ASSOCIATION,
INC., a Georgia nonprofit
corporation

By: *Dan Fields*
 Name: Dan Fields
 Title: Vice President

Attest: *Rick Evans*
 Name: Rick Evans
 Title: Secretary

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered
in the presence of

[Signature]

Witness

[Signature]

Notary Public

My Commission Expires:

[AFFIX NOTARY SEAL]

