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CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

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TOM LAWLER, CLERK

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----
Ream to: Weisman, Nowick, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attn: JMH

STATE OF GEORGIA

Reference: Deed Book 13336
Page 0091

COUNTY OF GWINNETT

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHATTAHOOCHEE COVE HOMEOWNERS ASSOCIATION

WHEREAS, Homeland Communities, Inc., a Georgia corporation, and Falling Water Investment, Ltd., a Georgia limited partnership (hereinafter collectively referred to as the "Developer") recorded a Declaration of Covenants, Conditions and Restrictions for Chattahoochee Cove Homeowners Association on October 17, 1996, in Deed Book 13336, Page 0091, et seq., Gwinnett County, Georgia Records ("Declaration"); and

WHEREAS, the Declaration has been previously amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Chattahoochee Cove Homeowners Association recorded on December 27, 1996 in Deed Book 13605, Page 0034, et seq., Gwinnett County, Georgia Records; and

WHEREAS, the Declaration was further amended by the Second Amendment to Protective Covenants for Declaration of Covenants, Conditions and Restrictions for Chattahoochee Cove Homeowners Association recorded on June 30, 1997 in Deed Book 14378, Page 0056, et seq., Gwinnett County, Georgia Records; and

WHEREAS, the Declaration was further amended by a second Second Amendment to Declaration of Covenants, Conditions and Restrictions for Chattahoochee Cove Homeowners Association recorded on August 20, 1997, in Deed Book 14615, Page 0164, et seq., and re-recorded

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

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on September 26, 1997, in Deed Book 14798, Page 0077, et seq., Gwinnett County, Georgia Records; and

WHEREAS, Article XIV, Section 9 of the Declaration provides that the Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Units in the Chattahoochee Cove Homeowners Association, Inc. ("Association"); and

WHEREAS, the Developer no longer owns any real property subject to this Declaration; however, the Developer retains an unexpired option to submit all or any portion of the Additional Property to this Declaration; and, therefore, both the Association and the Developer have signed this Amendment; and

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or accorded in the Declaration to the holder of any mortgage encumbering any Unit or the Common Area affected thereby; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title, interest or privilege granted or accorded in the Declaration to the holder of any mortgage encumbering any Unit or the Common Area without such mortgage holder's consent to this amendment, then this amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this amendment; and, if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected mortgage holder; and

WHEREAS, this amendment does not affect the easements granted in Article VIII, Section 6 of the Declaration; however, the Developer has consented to this amendment; and

WHEREAS, at least seventy-five percent (75%) of the Owners of Units in Chattahoochee Cove and the Developer have approved this amendment;

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

1.

Article I, Section 7 of the Declaration is hereby amended by deleting therefrom the phrase "Limited Common Owner" and substituting therefor the phrase "Limited Common Area."

2.

Article I, Section 11 of the Declaration is hereby amended by adding the following to the end

(2)

thereto:

The Property 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.

Article I of the Declaration is hereby further amended by adding the following Sections 14 and 15 to the end thereto:

Section 14. "Act" shall mean and refer 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.

Section 15. "Common Expenses" shall mean and refer to the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Area and otherwise for the benefit of all Units.

4.

Article IV, Section 1 of the Declaration is hereby amended by adding the following subsection (f) to the end thereto:

(f) the right of the Board to impose sanctions, including reasonable monetary fines, for violation of the Association's Declaration, Bylaws or rules and regulations.

5.

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

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ARTICLE V

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 Common 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 Units, as may be authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, 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) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific or individual assessments levied by the Board hereunder against any particular Unit, including individual assessments pursuant to Article VI, Section 3, Article IX, Section 3 and Article XI, Section 2 of this Declaration and including, but not limited to, reasonable fines.

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 Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit 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. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia records evidencing the lien created under the Act and this Declaration.

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, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Area, 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.

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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 annual 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 may be applied by the Board, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(c) If the Board permits payment of the annual assessments in installments, and 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 annual assessment with ten (10) days written notice.

(d) If assessments, fines or 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 Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and occupant's right to use the Common Area (provided, however, the Board may not deny ingress or egress to or from the Unit).

Section 4. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective

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unless disapproved at a duly called Association 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.

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. However, the Board may propose a new or adjusted 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 Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

Section 5. Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment against all Owners, with notice thereof sent to all Owners. However, any special assessment which would cause the total of special assessments levied against any Unit in one calendar year to exceed two hundred (\$200.00) dollars first must be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent or present or represented by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

Section 6. Capital Budget and Contribution. The Board may prepare an annual or multi-year capital budget which 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 for above.

Section 7. Statement of Account. Any Owner, mortgagee, or a person having executed a contract for the purchase of a lot, or a lender considering a loan to be secured by a Unit, 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 such Unit. The Association shall respond in writing within five (5) business 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 Unit as of the date specified therein. The Association may require an additional fee not to exceed twenty-five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such person in connection with a closing or otherwise upon request.

Section 8. 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 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas including Limited Common Areas; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

6.

Article VI of the Declaration shall be amended by adding the following Section 5 to the end thereto:

Section 5. Enforcement. Any construction, alteration or other work done in violation of this Article, Article X, Section 4(g), any other provision of the Declaration, or the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the Unit or Limited Common Area to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter

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the Unit or Limited Common Area, remove the violation and restore the Unit or Limited Common Area, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Unit.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the Architectural Review Committee. All costs of any such action, including reasonable attorney's fees, may be assessed against such Unit. Furthermore, the Board shall have the authority to record in the Gwinnett County land records notices of violation of the provisions of this Article.

If any Owner or occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Area in violation of this Article, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remains on the Common Area without reimbursement to the Owner or occupant for any expense he or she may have incurred in making the change, alteration or construction.

7.

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

Section 3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and

expense, and such costs shall be an assessment and lien against the Owner and the Unit. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder. If the Board determines that the need for maintenance or repair is in the Common Area and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, which shall become a lien against the Unit and shall be collected as provided herein for the collection of assessments.

8.

Article X, Section 3 of the Declaration shall be amended by adding the following subsection

(c) to the end thereto:

(c) Garbage and recycling shall not be left out for pick-up more than twenty-four (24) hours prior to the scheduled pick-up time and recycling receptacles shall be returned inside the Unit within twenty-four (24) hours after pick-up. The Association's Board of Directors shall have the authority to establish rules and regulations regarding when, where and how garbage may be left on the Property for pickup and to impose penalties, including fines, for violations of this provision and such rules and regulations.

9.

Article X, Section 4(b) of the Declaration shall be amended by adding the following to the

end thereto:

Feces left by pets upon the Common Area or Limited Common Area, including the Limited Common Area serving the pet owner's Unit, must be removed promptly by the owner of the pet or the person responsible for the pet. In addition, the Board of Directors shall have the right to establish an area in the Property where all pets living in or visiting the Property must be taken by the owner of the pet or the person responsible for the pet to allow the pet to urinate and defecate. Owners who allow their pets (or the pets of their guests, tenants or

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family) to relieve themselves in areas other than the Board designated area shall be subject to penalties pursuant to this Declaration, including fines.

10.

Article X, Section 4(c) of the Declaration shall be amended by adding the following to the end thereto:

If any vehicle is parked on any portion of the Property in violation of this subsection (c) or subsection (h) below, or in violation of any other provision of this Declaration, the Bylaws or the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to the driveway serving another Owner's or Occupant's Unit or the Unit itself, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this subsection (c), neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

11.

Article X, Section 4(e) of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

(e) Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the

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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 Unit. 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 the Unit 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.

12.

Article X, Section 4(h) of the Declaration shall be amended by adding the following to the end thereto:

The Association's Board of Directors shall have the authority to establish a speed limit on the streets in the Property and Owners who violate said speed limit or the other provisions of this subsection (h), or whose family members, guests or tenants violate said speed limit or the other provisions of this subsection (h), shall be subject to penalties pursuant to this Declaration, including fines.

13.

Article XIV, Section 1 of the Declaration shall be amended by deleting that Section in its entirety and substituting therefor the following:

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in this 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 Units, the Limited Common Area and the Common Area; 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

(11)

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 Unit 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 Unit, and to suspend an Owner's right to vote or to use the Common Area 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 Unit. 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. 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.

(a) Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Area, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, (ii) 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 (iii) suspension of common utility services, which shall be governed by Paragraph 7(c)(v) 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) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspensions. Fines and suspensions 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) and/or suspension(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.

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(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.

(b) Additional Enforcement Rights. 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 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 subsection (a) above. 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.

The Association or its duly authorized agent shall have the power to enter any portion of the Limited Common Area or upon any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Unit Owner. Additionally, the Association shall have the authority to record in the Gwinnett County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

14.

Article XIV, Section 4 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

(13)

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

15.

Article XIV, Section 9 of the Declaration is hereby amended by deleting that Section in its entirety and substituting therefor the following:

Section 9. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Gwinnett County, Georgia land records.

In addition to the above, any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee.

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 ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Gwinnett County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned officers of the Chattahoochee Cove Homeowners Association, Inc., hereby certify that the above Third Amendment to the Declaration of was duly adopted by the requisite majority of the Association membership and the Developer.

This 21 day of February, 2004

CHATTAHOOCHEE COVE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 21 day of
February, 2004.

[Signature]
Witness
[Signature]
Notary Public

[NOTARY SEAL]



DEVELOPER:

HOMELAND COMMUNITIES, INC.

By: [Signature]

Title: CFO

Attest: [Signature]