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CROSS REFERENCE: Deed Book 13674, Page 6257

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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
ADDIE'S POND SUBDIVISION**

STATE OF GEORGIA
COUNTY OF COBB

This **AMENDMENT** made on the 3rd day of November, 2006, by Addie's Pond HOA, Inc. (hereinafter referred to as the "Association") on behalf of at least two-thirds of the Owners of Lots in Addie's Pond (hereinafter collectively referred to as "Owners").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Addie's Pond Subdivision was recorded in Deed Book 13674, Page 6257, Superior Court Records, Cobb County, Georgia (said Declaration as amended being hereinafter referred to as the "Declaration"); and

WHEREAS, the original Declarant as defined in the Declaration no longer owns a Lot and pursuant to the authority granted in Article IX of the Declaration, Owners of at least two-thirds of all the Lots in Addie's Pond desire to amend the Declaration as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, said Declaration is hereby amended as follows:

1.

Article VIII (COVENANTS AND RESTRICTIONS), Section 3, Debris, of the Declaration is hereby deleted in its entirety and replaced with a new Section 3 to read as follows:

Section 3. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. Woodpiles shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, garbage and debris shall be regularly removed and shall not be allowed to accumulate. Debris or waste matter of any kind generated on the Lot of an Owner or on the Common Property may not be burned, buried or disposed of on the Common Property. No commercial, construction or roll-off dumpster shall be allowed to remain on any portion of the Property for more than ten (10) consecutive days. Exceptions may be approved only by the Architectural Control Committee.

2.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), Section 4, Erosion Control of the Declaration is hereby deleted in its entirety and replaced with a new Section 4 to read as follows:

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot. To the extent that any Owner undertakes any land disturbing activity, building, construction or other Improvements and/or alterations to the Owner's Lot or improvements located thereon, said Owner shall be solely responsible for any and all damages or problems relating to erosion or siltation caused by any such activity.

3.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), Section 5, Signs of the Declaration is hereby deleted in its entirety and replaced with a new Section 5 to read as follows:

Section 5. Signs. No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

- (iii) such signs as may be required by legal proceedings;
- (iv) not more than one "For Sale" or "For Rent" sign, which is subject to the approval of the Architectural Control Committee, provided, however, that in no event shall any such sign be larger than six (6) square feet in area; however, nothing in this subsection shall preclude a homeowner from including a brochure or information holder and an associated small sign (such as radio information about the home) in addition to the main "For Sale" sign, provided that each additional sign or brochure holder is limited to a size not to exceed two (2) square feet;
- (v) security signs no larger than twelve (12) inches by twelve (12) inches;
- (vi) contractor advertisement signs may be placed on a Lot for a maximum of seven

- days following completion of the particular construction project, provided that the particular construction project was approved in writing by the Architectural Control Committee;
- (vii) private event signage provided that the signage is placed on the Lot no more than forty-eight (48) hours prior to the particular event and is removed within twenty-four (24) hours after completion of the particular event.
- (b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

4.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), Section 9, Accessory Structures of the Declaration is hereby deleted in its entirety and replaced with a new Section 9 to read as follows:

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a play set, a swimming pool, a hot tub, a tool shed (restricted to size of 12x12x12), or dog house. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning laws. However, there shall be no lighting (e.g. for tennis courts, basketball courts, etc.) or any other outside lighting except as may be approved by the Architectural Control Committee. When constructing a swimming pool, the swimming pool must be enclosed by a fence which complies with all federal, state and local laws. All recreational and playground equipment should be placed in the rear of the house to minimize view from the street. Size, location, construction materials and color must be approved in advance by the Architectural Control Committee for ALL accessory structures. Trampolines must also meet Architectural Control Committee requirements regarding location, size, materials, etc. and must be approved in advance by the Architectural Control Committee. Above ground pools except for small kiddie wading pools will NOT be permitted on any Lot.

5.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), Section 11, Animals of the Declaration is hereby deleted in its entirety and replaced with a new Section 11 to read as follows:

Section 11. Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets and in accordance with all state and county laws, codes and ordinances. No pets shall be kept, bred or maintained for any commercial purpose. All household pets shall be kept on a leash when outside of an Owner's residence (as per Cobb County Leash Law). No pet which has caused any damage or injury to person or property shall be walked in the community,

whether on a leash or otherwise. All waste of animals must be cleaned up by Owner when walking. All pets shall be registered, licensed, and vaccinated as required by law. Per Cobb County Ordinances, no animal shall become a nuisance (as defined by Cobb County Animal Control).

6.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), Section 13, Miscellaneous Fixtures of the Declaration is hereby deleted in its entirety and replaced with a new Section 9 to read as follows:

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades, window boxes or security bars shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, arbors, or walls shall be installed or constructed upon any Lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any Lot or parcel of land, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge or wall.

7.

Section VII (EASEMENTS), Section 2, Easement for Development of the Declaration is hereby deleted in its entirety and the remaining sections of Article VII are hereby renumbered.

8.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), is hereby amended to add the following new Section 15 to read as follows:

Section 15. Sight Distance At Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, tree or shrub planting shall be placed or permitted to remain where it would create a traffic or sign problem. The Association has the right to trim and /or alter any item on any property located at street intersections which, in the sole discretion of the Board, fails to permit safe sight across the street corners or creates a traffic or sight problem and the Association may trim/alter any such items without it being deemed a trespass.

9.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), is hereby amended to add the following new Section 16 to read as follows:

Section 16. Guns. The use of firearms on the Property, other than the use of same by

an Owner on said Owner's Lot, is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, paintball guns, bow and arrows, and small firearms of all types.

10.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), is hereby amended to add the following new Section 17 to read as follows:

Section 17. Pond. The pond located on the Property (the "Pond") shall be used for surface water drainage and recreational purposes during daylight hours, excluding the use of motor boats (except when needed for maintenance by the Association). No persons are permitted in or on the water of the Pond and no type or form of water sport or activity is permitted, including, but not limited to, ice skating, boating (whether or not motorized) or swimming. Fishing from the banks of the Pond is permitted by residents of Addie's Pond Subdivision and their guests only provided that such fishing is conducted in compliance with all state, county and local laws, rules, regulations, statutes and ordinances. The general public (defined as persons who are not Owners of Lots in the Addie's Pond Subdivision and who are not guests of any Owner of any Lot in the Addie's Pond Subdivision) is prohibited from any use of the Pond.

11.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), is hereby amended to add the following new Section 18 to read as follows:

Section 18. Off-Road Vehicles. No motorized vehicles shall be permitted on any pathways or unpaved Common Property within the Addie's Pond Subdivision except for public safety vehicles authorized by the HOA Board.

12.

Section VIII (GENERAL COVENANTS AND RESTRICTIONS), is hereby amended to add the following new Section 19 to read as follows:

Section 19. Holiday Decorations. Holiday decorations shall be removed within two (2) weeks after the end of the particular holiday in question.

13.

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

IN WITNESS WHEREOF, the Association represents that the foregoing amendment has been agreed upon by at least two-thirds of the Owners of Lots and that the signatures of said Owners demonstrating said approval are on file with the Association. The Association has caused this amendment to be executed on the 3rd day of November, 2006.

ADDIE'S POND HOA, INC.

BY: Albert S. Wilson
TITLE: President

Signed, sealed and delivered
in the presence of:

Brandmuth
WITNESS

Kelly McMahon 11.3.06
NOTARY PUBLIC

Kelly McMahon
Bartow County

[CORPORATE SEAL]

