

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF DEAN'S LAND SUBDIVISION AND
DEAN'S LANDING HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Dean's Landing Subdivision (hereinafter the "Subdivision") and Dean's Landing Homeowners Association, Inc. (hereinafter the "Association"), is made on this 5th day of January, 1995;

W I T N E S S E T H :

WHEREAS, the Developer caused to be filed on October 4, 1994 in the Records of the Clerk of the Superior Court of Gwinnett County, those certain Declarations at Deed Book 10736, Page 106;

WHEREAS, the Developer, as the sole Class "B" Member of the Association, has approved this First Amendment; and

WHEREAS, over fiftyone percent (51%) of the Class "A" Members of the Association have approved this First Amendment;

NOW, THEREFORE, the Incorporator, the Developer and the Members of the Association enact, adopt and approve this First Amendment to Declaration, as follows:

1. Article 3, Section 3, Subsection (a)(i) is deleted and in lieu thereof, is inserted the following: "(i) At such time as at least fiftyseven (57) lots are deeded to homeowners who have purchased the lots for the purpose of occupancy."
2. The title to Article 4 is hereby amended to read "Recreational Property".
3. Article 4, Section 2, Subsection (b) is amended by deleting the words "(if authorized by holders of fiftyone percent (51%) or more of those then entitled to vote" and substituting in lieu thereof the words "if holders of twothirds (2/3) or more of the vote of those then entitled to vote".
4. Article 4, Section 2, Subsection (f) is amended by deleting the words "fifty-one percent (51%)" and substituting in lieu thereof the words "twothirds (2/3)".
5. Article 5, Section 1 is amended by adding to the end of the existing section, "All prior provisions to the contrary notwithstanding, no builders who have been approved by the Developer and who have purchased a lot for the sole purpose of building a home for occupancy by persons other than the builder shall be required to pay annual assessments during their ownership of said lot (but not more than nine months). When the lot is deeded from the builder to the first owner/occupant the annual assessment for that year shall be prorated as of the day of closing."
6. Article 5, Section 8, Subsection (a) is amended by adding to the end of said subsection the following sentence: "No mortgagee (prior to foreclosure sale under its deed to secure debt or its acceptance of a deed in lieu of foreclosure) shall be

required to collect the assessments permitted under this Article.”

7. Article 8, Section 3 is amended by adding at the end of the section the following:
“The prior language in this section notwithstanding, any builder shall be permitted to build a house on a lot where the plans, specifications, workmanship and materials have previously been approved for that builder on another lot, regardless of the latter’s costs or selling price.”
8. Article 8, Section 21 is hereby amended by adding at the end of said section the following: “These covenants, conditions and restrictions may be enforced by the Association, or by any lot owner or group of lot owners individually, if the Association should fail to enforce the same.”
9. Article 8, Section 23 is hereby amended as follows: The existing language of Section 23 is hereby constituted to be Subsection (a) of Section 23 and the first sentence contained therein is hereby stricken and in lieu thereof is inserted the following: “The covenants and restrictions of this Declaration may be amended at any time following the date of this instrument by a subsequent instrument signed by members of the Association then entitled to cast at least twothirds (2/3) of the votes of each class of members of the Association; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Gwinnett County, Georgia Records and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, and unless written notice of the proposed amendment is sent to every member at least sixty (60) days in advance of any action taken.”
10. Section 23 of Article 8 is amended by adding a subsection (b) immediately following subsection (a) which reads as follows: “(b) Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions requires HUD/VA prior approval as long as there is a Class ‘B’ membership.”
11. Except as modified and amended by this First Amendment, the original Declaration of Covenants, Conditions and Restrictions of Deans Landing Subdivision and Deans Landing Homeowners Association, Inc., remains in full force and effect, as amended hereby.

THIS the 14th day of March, 1995.

Signed, sealed and delivered in the presence of:

/s/ Jerry Rogers

Witness

/s/ Mary L. Lankford

Notary Public

My Commission Expires: 12-7-98

Signed, sealed and delivered in the presence of:

/s/ Jerry Rogers

Witness

/s/ Mary K. Lankford

Notary Public

My Commission Expires: 12-7—98

C & C REAL ESTATE CORPORATION

By: /s/ Kelly Chen

Kelly Chen, President

Resident Signatures from lots 33, 16A, 1