
[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attention: Rebecca F. Drube

STATE OF GEORGIA
COUNTY OF COBB

Cross-Reference: Deed Book 13542
Page 75

**FIRST AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS AND
MANDATORY MEMBERSHIP FOR CHESTNUT SPRINGS**

WHEREAS, lot owners in the Chestnut Springs Subdivision in Cobb County, Georgia, recorded the Declaration of Protective Covenants and Mandatory Membership for Chestnut Springs ("Declaration") on May 29, 2002 in Deed Book 13542, Page 75 in the Cobb County, Georgia land records; and

WHEREAS, Paragraph 12 of the Declaration provides that the Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Participating Members holding at least sixty-six and two-thirds (66 & 2/3%) percent of the total eligible vote of the Chestnut Springs Homeowners Association, Inc. ("Association"); and

WHEREAS, Participating Members holding at least sixty-six and two-thirds (66 & 2/3) percent of the total eligible vote of the Association desire to amend the Declaration and have approved this Amendment;

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

1.

Paragraph 9 of the Declaration is hereby amended by deleting therefrom Section (e) thereof and substituting therefore the following new Section (e):

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board will require a non-

refundable Initiation Fee in the amount of five thousand five hundred dollars (\$5,500.00) in order for the Owner of a Lot to become a Participating Member of the Association as a Recreational Member. No membership type other than Recreational Membership will be offered subsequent to the Enrollment Period. The new Participating Member also shall be responsible for the payment of any and all fees and expenses incurred by the Association in submitting the Owner's Lot to Participating Membership in the Association, including but not limited to all attorney's fees, recording fees and any related charges. If the Owner of a non-Member Lot becomes a Recreational Member pursuant to this provision, the membership status of that Lot may not be changed to any other level, classification or category of membership.

IN WITNESS WHEREOF, the undersigned officers of the Chestnut Springs Homeowners Association, Inc., hereby certify that this Amendment to the Declaration of Protective Covenants and Mandatory Membership for Chestnut Springs was duly adopted by the required majority of the Association membership, with all required notices properly given.

This _____ day of _____, 20_____.

SWORN TO AND SUBSCRIBED
BEFORE ME this _____ day
of _____, 20_____.

CHESTNUT SPRINGS HOMEOWNERS
ASSOCIATION, INC.

Witness

By: _____ [Seal]
President

Notary Public

Attest: _____
Secretary

[NOTARY SEAL]

[CORPORATE SEAL]