

FILED 22175
CLERK SUPERIOR COURTAttest: *Adams + Adams*

DEC 12 1990 2:22 PM

MONROE COUNTY, GEORGIA
BY *Angela Tucker* *clerk*
AMENDMENT TO RESTRICTIVE COVENANTS AND COMMON
PROPERTY MAINTENANCE AGREEMENT

WHEREAS, the undersigned, Jeff S. Tucker ("Tucker"), has subdivided that certain tract or parcel of land lying and being in Land Lots 171, 172, 177 and 178 of the Fifth Land District of Monroe County, Georgia, containing 38.28 acres (the "Property"), according to a Subdivision Plat of River Bend dated July 16, 1990 prepared by Hugh W. Mercer, Jr., Registered Land Surveyor No. 1890, said plat of record in Plat Book 17, Pages 12 and 13, Clerk's Office, Monroe Superior Court (the "Subdivision Plat"); and

WHEREAS, said Tucker has sold one of the lots in the Subdivision to George Walker and Martha G. Walker (the "Walkers") pursuant to a Warranty Deed recorded in Deed Book 326, Page 258, aforesaid Clerk's Office; and

WHEREAS, the aforementioned property as subdivided is subject to the terms and conditions of the Common Property Maintenance Agreement dated September 17, 1990 recorded in Deed Book 322, Page 121, aforesaid Clerk's Office (the "Maintenance Agreement") and the Restrictive Covenants dated September 17, 1990 recorded in Deed Book 322, Page 125, aforesaid Clerk's Office (the "Restrictive Covenants"); and

WHEREAS, the Restrictive Covenants and the Maintenance Agreement give the Owners (as said term is defined in the Maintenance Agreement) of the Lots (as said term is defined in the Maintenance Agreement) the right to purchase the real property contained in the 60' wide access easement (the "Access Easement") shown on the Subdivision Plat by giving notice of their exercise to the then owners of the lots adjacent to said Access Easement; and

WHEREAS, said Owners desire to exercise said right; and

WHEREAS, the undersigned desire to amend the Restrictive Covenants and the Maintenance Agreement to provide for the non-disturbance of a farm house partially located in the Access Easement.

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual benefits to be derived by the purchasers of the Lots and the undersigned, the Maintenance Agreement and the Restrictive Covenants are amended as follows:

1. Jeff S. Tucker, as the owner of the lots adjacent to the Access Easement, acknowledges and agrees that he has received notice of the sale of said Access Easement and the purchase price as set forth in the Maintenance Agreement has been paid in full.

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2. The undersigned acknowledge that a farm house has been constructed on a portion of the Property adjacent to the Access Easement and a portion of said farm house lies within the boundaries of said Access Easement. Notwithstanding any of the provisions contained in the Restrictive Covenants or Maintenance Agreement, the undersigned and all of their successors and assigns to any of the Lots do hereby agree not to disturb any portion of said farm house.
3. The undersigned have agreed to convey a one ninth (1/9) interest in and to the Access Easement to George and Martha G. Walker and all future sales of the Lots shall include the sale of an undivided one ninth (1/9) interest in and to the Access Easement to the purchaser thereof.
4. In all other respects, the terms and conditions of the Restrictive Covenants and Maintenance Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have here and to set their hands and affix their seals this ____ day of December, 1990.

Sealed, signed and delivered
in the presence of
Carol Wilson
Notary Public
My commission expires: Aug. 21, 1991

Sealed, signed and delivered
in the presence of
Carol Wilson
Notary Public

Jeff S. Tucker
Jeff S. Tucker

George Walker
George Walker
Martha G. Walker
Martha G. Walker

RECORDED

DEC 14 1990

Lyndell Williams
apesc

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