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 Forsyth, GA
 Douglas Sorrells Clerk Superior Ct
 BK **3614** PG **496-499**

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**Return to: William L. Rogers, Jr.
 Whelchel & Dunlap, LLP
 P.O. Box One
 Gainesville, GA 30503**

Cross Reference with Deed Book 3614, Page 471-495
 Forsyth County Records.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR LAKE'S EDGE SUBDIVISION**

**STATE OF GEORGIA
 COUNTY OF FORSYTH**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Lake's Edge Subdivision (hereinafter the "Declaration") entered into this 10th day of September, 2004, by and between Lake Edge Partners, L.L.C., a Georgia limited liability company (the "Declarant") and the other owners of lots in Lake's Edge Subdivision (other than Declarant) who are hereinafter identified herein.

THAT WITNESSETH:

THAT WHEREAS, on the 17th day of February, 2003, Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Lake's Edge Subdivision which are recorded in Deed Book 3614, Page 471-495, of the Forsyth County Records; and

THAT WHEREAS, Declarant and lot owners desire to amend certain paragraphs of the Declaration; and

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the undersigned file this First Amendment to Declaration of Covenants, Conditions and Restrictions as follows:

1. Paragraph 2.2, Membership, of Article II is hereby deleted in its entirety and a new Paragraph 2.2 of Article II, is substituted thereof, to-wit:

"2.2 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

No Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and the By-Laws. Membership shall be appurtenant to an may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by any member or the member's spouse, but in no event shall more than one vote be cast for each Lot owned."

2. Paragraph 8.5, Boat Slips, of Article III is hereby deleted in its entirety and new Paragraph 8.5 of Article III is substituted thereof, to-wit:

"8.5 Boat Slips. Access to and use of the boat slips, if any, and any marina of which such boat slips are a part is strictly subject to the rules and procedures of the Association adopted by the Board and to any contract entered into by the Association and/or Declarant, and any right to enter or to use, any such boat slips or marina is by virtue of membership in the Association or ownership or occupancy of a Lot. All persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other person with regard to the nature or size of the improvements, or to the continuing ownership or operation, of any such boat slips and marina. No purported representation or warranty, written or oral, with regard to such boat slips and any marina of which such boat slips are a part shall ever be effective without an amendment hereto executed or joined into by the Declaration and the Association.

Boat slips, if any, shall be a part of the Common Property. All expenses of the Association associated with the operation, insurance, maintenance and repair of any boat slips and any marina of which such boat slips are a part shall be a common expense of the Association.

Any use of boat slips is subject to the rules and regulations of the United States Corps of Engineers, and any permit or license issued by the Corps of Engineers to Declarant or the Association. Reference to the application filed by the Declarant with the Corps for said boat slips is hereby made and incorporated herein, and all regulations set forth in said application are incorporated herein by reference."

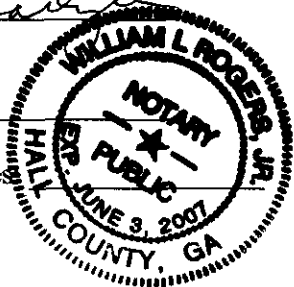
3. Except as amended herein the original Declaration of Covenants, Conditions and Restrictions for Lake's Edge Subdivision will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration the day and year first above written and the undersigned lot owners have executed this First Amendment to Declaration the date and year as shown hereinbelow.

Signed, sealed and delivered in the presence of:

Elaine A. Gault
Witness

W. J.
Notary Public
My Commission Expires
(SEAL)



LAKE EDGE PARTNERS, E.L.C.
A Georgia limited liability company

By: M & R Developments, Inc.

By: [Signature]
Robert D. Robison, President

Manager

(CORPORATE SEAL)

Signed, sealed and delivered in
the presence of:

James M. Buehly
Witness

Emily Jean Hall
Notary Public
My Commission Expires: 10/13/08
(SEAL)

OWNERS OF LOTS: (OTHER THAN DECLARANT)

Robert Allen (SEAL)
Robert Allen

Owners of Lot 17

OWNERS OF LOTS: (OTHER THAN DECLARANT)

Signed, sealed and delivered in the presence of:

James M. Buech
Witness

Emily Jean Farrell
Notary Public

My Commission Expires: 10/13/08
(SEAL)

Clarence Drier
Clarence Drier

Marilyn Drier
Marilyn Drier

Owners of Lot 5

11/30
Date

Signed, sealed and delivered in the presence of:

James M. Buech
Witness

Emily Jean Farrell
Notary Public

My Commission Expires: 10/13/08
(SEAL)

Charles Dumphy
Charles Dumphy

Deborah Dumphy
Deborah Dumphy

Owners of Lot 6

11/30
Date

Signed, sealed and delivered in the presence of:

James M. Buech
Witness

Emily Jean Farrell
Notary Public

My Commission Expires: 10/13/08
(SEAL)

Jimmy Brumbelow
Jimmy Brumbelow

Pamela Brumbelow
Pamela Brumbelow

Owners of Lot 24

11/30
Date

Signed, sealed and delivered in the presence of:

James M. Buech
Witness

Emily Jean Farrell
Notary Public

My Commission Expires: 10/13/08
(SEAL)

Mark Helland
Mark Helland

Tami Helland
Tami Helland

Owners of Lot 25

11/30
Date