

Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
I HEREBY SET THIS AS WIT ON THIS DAY IN PUBLIC VIEW AND WITH ME AND TWO OTHER NOTARY PUBLICS

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
ATTN: JCK

Cross Reference: Deed Book 14120
Page 459

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR SUTHERLAND PLACE

This **AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR SUTHERLAND PLACE** (hereinafter referred to as the "Amendment") is made on the date set forth below by **LAKE CLAIRE DEVELOPMENT, LLC**, a Georgia limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, on February 6, 2003, that certain Declaration of Protective Covenants for Sutherland Place was recorded in Deed Book 14120, Page 459, *et seq.*, DeKalb County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, a plat of survey for Sutherland Place prepared by Front Line Surveying & Mapping, Inc. was filed in Plat Book 133, Pages 106-108, DeKalb County, Georgia records;

WHEREAS, Article XIII, Section 4 of the Declaration provides that for so long as Declarant has the unilateral right to subject additional property to the Declaration as more specifically set forth in Article X of the Declaration, Declarant may unilaterally amend the Declaration for any purpose, provided that any such amendment neither materially adversely affects the substantive rights of any Owner, nor adversely affects title to any Lot or Unit without the consent of the affected Owner;

WHEREAS, as of the date of this Amendment, the period of time in which Declarant may subject additional property to the Declaration as provided in Article X of the Declaration has not expired, and that the changes proposed in this amendment neither materially adversely affects the substantive rights of any Owner nor adversely affects title to any Lot or Unit;

NOW, THEREFORE, in accordance with Article XIII, Section 4 of the Declaration, the Declarant hereby amends the Declaration as follows:

1.

The first complete sentence in Article VI, Section 7 is deleted in its entirety and replaced with the foregoing language:

No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Community, and no Owner or Occupant may keep more than a total of four (4) generally recognized house hold pets per Lot or Unit.

2.

The first sentence of the third paragraph in Article VI, Section 7 is deleted in its entirety and replaced with the foregoing language:

No potbellied pigs, snakes, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Community at any time.

3.

The first sentence of the second paragraph in Article VI, Section 22 is deleted in its entirety and replaced with the foregoing language:

Notwithstanding the above, Lot Owners are prohibited from placing, building or constructing any structure, improvement, wall, garden, statuary or landscaping on the Conservation Area shown on the Survey.

4.

Article XIII, Section 4 is deleted in its entirety and replaced with the following language:

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the property subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the property subject to this Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the property subject to this Declaration. Furthermore, during the time in which the Declarant has the authority to appoint the directors and officers of the Association pursuant to Article III, Section 2 of the Bylaws, Declarant may unilaterally amend this Declaration for any other purpose. Notwithstanding

the foregoing provisions, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Lot or Unit without the consent of the affected Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least two-thirds (2/3) of the total eligible Association vote; provided, however, no provision of this Declaration that reserves, grants, or exempts special rights, easements or exemptions to the Declarant shall be amended or removed without the Declarant's prior written consent for so long as the Declarant owns any property in the Community, or property that is subject to annexation to the Community, primarily for development and/or sale.

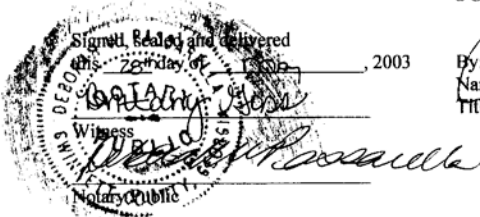
5.

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

IN WITNESS WHEREOF, the undersigned person, being the duly appointed representative of the Declarant, hereby executes this Amendment to the Declaration of Protective Covenants for Sutherland Place on this 28th day of May, 2003.

DECLARANT:

LAKE CLAIRE DEVELOPMENT, LLC
a Georgia limited liability company



By: [Signature] (SEAL)
Name: John P. Willis
Title: Managing Member

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires January 8, 2008
[NOTARY SEAL]

Deed Book 14576 Pg 639
[Signature]
Linda Carter
Clerk of Superior Court DeKalb Cty, Ga.

NOW, THEREFORE, in accordance with Article XIII, Section 4 of the Declaration, the Declarant hereby amends the Declaration as follows:

1.

The first subparagraph of Article VI, Section 5 is deleted in its entirety and replaced with the following language:

Section 5. Vehicles and Parking. Vehicles permitted under this Section shall be parked in areas specified herein or in designated areas authorized in writing by the Board. No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles, at any time, as determined by the Board. All vehicles of an Owner or Occupant shall be parked within a garage or on a driveway located on a Lot, on Limited Common Element parking spaces assigned to a Unit or such other areas as designated herein. Owners and Occupants are prohibited from parking on yard areas, along the roadways of the Community, or on any exterior parking space located on the Common Property for any period of time, unless otherwise permitted herein. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage.

2.

The third subparagraph of Article VI, Section 5 is deleted in its entirety and replaced with the following language:

Notwithstanding anything to the contrary stated herein, with respect to the exterior parking spaces located in Block 5 of the Community, the exterior parking spaces located to the east of Lot 46, as shown on the Survey, shall be used only for parking by Occupants that are not Owners of Lots in Block 5 of the Community, and the exterior parking spaces located along the northernmost side of the townhome building located in Block 5 of the Community shall be used only for guest parking or temporary parking by an Owner or Occupant of a Lot in Block 5 of the Community; provided, however, an Owner or Occupant shall not park a vehicle overnight in a parking space located along the northernmost side of the townhome building located in Block 5 of the Community. Disabled and stored vehicles are prohibited from being parked on any portion of the Community, except in garages or the Common Element parking deck located in the Condominium Neighborhood. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. Moreover, a vehicle of an Owner or an Occupant parked in a parking space located along the northernmost side of the townhome building located in Block 5 of the Community shall be considered "stored" if it remains parked in such parking spaces overnight.

3.

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned person, being the duly appointed representative of the Declarant, hereby executes this Amendment to the Declaration of Protective Covenants for Sutherland Place on this 3rd day of March, 2004.

DECLARANT:

LAKE CLAIRE DEVELOPMENT, LLC
a Georgia limited liability company

Signed, sealed and delivered,
this 3rd day of March, 2004

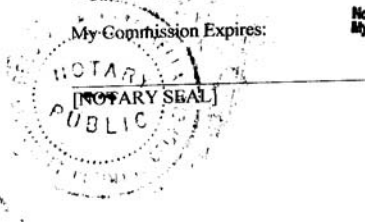
By: [Signature] (SEAL)
Name: John P. Willis
Title: Managing Member

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires January 6, 2006



Deed Book 15921 Pg 4
[Signature]
Linda Carter
Clerk of Superior Court, DeKalb City, Ga.
[Barcode]

Upon recording please return to:
Clara L. Fryer
Fryer, Harris, Ingram & Barrett
70 Lenox Pointe, N.E.
Atlanta, Georgia 30324

Cross Reference: Declaration at Deed Book 14120, Page 459

**SUPPLEMENTAL DECLARATION TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR SUTHERLAND PLACE**

THIS SUPPLEMENTAL DECLARATION is made as of August 2, 2003 by Lake Claire Development, LLC ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Protective Covenants for Sutherland Place in Deed Book 14120, Page 459, *et seq.*, of the DeKalb County, Georgia land records, on February 6, 2003 ("Declaration");

WHEREAS, pursuant to the terms of Article X of the Declaration, the Declarant has the unilateral right to subject all or any portion of the real property described in Exhibit "C" to the Declaration at any time within seven years after the recording of the Declaration by recording a Supplemental Declaration describing the property to be subjected to the Declaration;

WHEREAS, the property described in Exhibit "A" to this Supplemental Declaration is a portion of the property described in Exhibit "C" to the Declaration;

WHEREAS, this Supplemental Declaration is being executed and recorded within seven years of the recording of the Declaration; and

WHEREAS, the Declarant desires to submit the property described in Exhibit "A" hereto to the Declaration and to the jurisdiction of the Association.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby submits the property described in Exhibit "A" to the Declaration and to the jurisdiction of the Association as of August 2, 2003. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant herein, hereby executes this instrument under seal by and through the duly authorized officers of the corporation, this 13th day of August, 2004.

DECLARANT: LAKE CLAIRE DEVELOPMENT, LLC
A Georgia Limited Liability Company

BY: *John P. Willis*
JOHN P. WILLIS
Managing Member

Signed, Sealed and Delivered
This 13th day of August 2004.

Brittany Hodges
WITNESS

William Casselle



NOTARY PUBLIC
Commission Expires _____

Notary Public, Gwinnett County, Georgia
My Commission Expires January 6, 2006

IN WITNESS WHEREOF, the undersigned does hereby attest to the written acknowledgement and consent of the individual owners and mortgagees of lots depicted in this Supplemental Declaration of Protective Covenants for Sutherland Park

Clara L. Fryer
CLARA L. FRYER
NOTARY PUBLIC

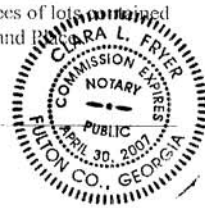


EXHIBIT "A"

Legal Description

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, AND 40 LOCATED ON :

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 211 OF THE 15TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS ALL OF THE REAL PROPERTY SHOWN AND DESCRIBED IN THAT CERTAIN PLAT FOR SUTHERLAND PLACE, PREPARED BY FRONTLINE SURVEYING & MAPPING, INC., DATED DECEMBER 13, 2002 AND RECORDED AT PLAT BOOK 133, PAGES 106-108, DEKALB COUNTY, GEORGIA RECORDS.