

BY: *Stephen C. Jones* DEPUTY CLERK

*Amend. - DB 3682 pg. 597.*  
*Supplemental Dec. - DB 3935 pg. 440.*  
*" DB 3964 pg. 36.*

AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR MAINSTREET  
AND SUPPLEMENTARY DECLARATIONS THERETO

*Supp. Decla. 4*  
*p. 2*

WHEREAS, Irwin-Probst-Cohn, a Georgia Partnership composed of Richard Irwin, William R. Probst and Cohn Communities, Inc. by Jerald Cohn, President, and/or Cohn Communities, Inc. established the Declaration of Covenants and Restrictions for Mainstreet and recorded in Book 3097, Pages 98 - 118, and established the Supplementary Declaration of Covenants and Restrictions recorded in Book 3097, Pages 119 - 133, and established the Supplementary Declaration of Covenants and Restrictions, recorded in Book 3175, Pages 50 - 63, all in DeKalb County, Georgia, records and,

WHEREAS, certain Lots in Mainstreet (also known as Bridgewater Commons) have been conveyed to certain property Owners and,

WHEREAS, Irwin-Probst-Cohn, Cohn Communities, Inc. and said property owners desire to amend said Declaration and Supplements thereto,

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived of Irwin-Probst-Cohn, Cohn Communities, Inc. and the present property owners of lots and each and every subsequent owner of any of the lots in Mainstreet, the undersigned, Irwin-Probst-Cohn, Cohn Communities, Inc. and present property owners do hereby agree to, and do

amend the Declaration of Covenants and Restrictions for Mainstreet and Supplementary Declarations thereto by deleting, or adding or changing as follows:

Declaration of Covenants and Restrictions for Mainstreet (originally recorded in Book 3097, Pages 98 - 118, DeKalb County, Georgia records)

Article I, Section 6. Delete in its entirety:

"Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members."

Substitute in Lieu Thereof:

"Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

"ALL THAT tract or parcel lying and being in Land Lots 1, 2, 31 and 32, 16th District, DeKalb County, Georgia which is more particularly described as Tract IV, in Exhibit "A" attached hereto and made a part hereof."

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*For Supplemental Declaration - PB 4051 ps. 416-21*

*Affidavit 4/27-127*  
*132*

Article I, Section 7 "Living Unit" ADD the following at end of definition:

"(includes single family detached units, townhome units, apartment units, condominium units, etc.)"

Article II, Section 2(a). Delete in its entirety:

"Additions by the Developer. The Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of those lands illustrated in Exhibit B or which are contiguous to the lands illustrated in Exhibit B. For this purpose contiguous shall mean adjacent to or both sides of an area dedicated to public use. Nothing herein shall mean Developer must develop the Properties according to the General Plan of Development."

Substitute in Lieu Thereof:

"Additions by the Developer. Additional land as described in Exhibit "B" attached hereto and made a part hereof, or which are contiguous to the lands in Exhibit "B" may be brought within the scheme of the Declaration by the Developer, its successors or assigns, without the consent of the Owners, within ten (10) years of the date of this instrument; provided that the Veterans Administration determines that the addition is in accord with the General Plan of Development heretofore approved by them. For this purpose, contiguous shall mean adjacent to, or both sides of, an area dedicated to public use. Nothing herein shall mean Developer must develop the Properties according to the General Plan of Development."

Article II, Section 2(b). Delete in its entirety.

"Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the existing property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose."

Substitute in Lieu Thereof:

"Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the existing property pursuant to an affirmative vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose. So long as there is a Class C member, such annexation will require the approval of the Veterans Administration."

Article III, Section 2. Voting Rights. Delete in its entirety.

"The Association shall have three (3) classes of voting membership:

"Class A. Class A members shall be all Owners of Lots and shall be entitled to one (1) vote for each Lot owned."

"Class B. Class B members shall be all Occupants, either Owners or leasees as defined in Section 1, of all structures constructed on Lots in the Properties. Occupants of Living Units shall have one (1) vote for the Living Unit they occupy; Occupants of non-residential space shall have one (1) vote for each five hundred (500) square feet they occupy."

"Class C. The Class C member shall be the Developer, who shall have one (1) vote."

"When more than one (1) person holds interest or interests in any Lot, Living Unit or unit of non-residential space, the vote for such Lot, Living Unit or unit of non-residential space shall be exercised as they among themselves determine."

"The Class C membership shall cease upon written notice from the Developer to the Association which shall be no sooner than December 31, 1977 and no later than December 31, 1993."

Substitute in Lieu Thereof:

"The Association shall have three (3) classes of voting membership:

"Class A. Class A members shall be all Owners of Lots and Living Units (as hereto before defined) and shall be entitled to one (1) vote for each Lot or Apartment Living Unit Owned; PROVIDED, however, the aggregate votes of Owners of Apartment Living Units shall not exceed the number of votes cast by all other members of Class A."

"Class B. Class B members shall be Owners of non-residential Lots and shall be entitled to one (1) Vote for each five hundred (500) square feet of office and professional space they own."

"Class C. The Class C member shall be the Developer, who shall have One(1) vote."

"When more than one (1) person holds interest or interests in any Lot, Living Unit or unit of non-residential space, the vote for such Lot, Living Unit or unit of non-residential space shall be exercised as they among themselves determine."

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residential space shall be exercised as they among themselves determine.

"The Class C membership shall cease when seventy-five percent (75%) of all Lots within the Properties have been conveyed to an Owner or on January 1, 1985, whichever occurs earlier. For this purpose, the term "Owner" shall exclude builders, contractors, investors or other persons or entities who purchase a Lot for the purpose of constructing improvements thereon for resale to an Owner."

Article IV, Section 3, ADD (e), as follows:

"(e) The Association may not alienate in any way or form the Common Areas and amenities thereon without the prior approval of all holders of outstanding first mortgages or deeds to secure debt against any and all property or properties that are governed by these Declarations or amendments thereto; provided, however, this provision shall not be applicable for easements for utilities, sewer, storm and sanitary, road right-of-way deeds and any other conveyances for dedication to the public."

Article IV, Section 4. Delete in its entirety.

"Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions."

Substitute in Lieu thereof:

"Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the property, subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions."

Article IV, Section 5. Delete in its entirety.

"Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner."

Article IV, Section 6. Delete in its entirety.

"Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements on the Properties, but notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than the termination of the Class C membership. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area."

Substitute in Lieu Thereof:

"Section 5. Title to Common Area. Title to the Common Area in Each Phase or Parcel of the Properties will be conveyed to the Association by the Developer, free and clear of encumbrances, before the first lot in each Phase or Parcel is conveyed to an Owner."

Article V, Section 1, Paragraph 2. ADD the following:

"The personal obligation for delinquent assessments shall not pass to the heirs, assigns or estate of the Owner unless expressly assumed by them."

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Article V, Section 2, General Assessment. ADD the following.

"(d) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

"From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

"From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose."

Article V, Section 3, (b). Delete in its entirety.

"Method of Assessment. The assessment shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel and collected and disbursed by the Association. Until completion and conveyance of all lots in a Parcel the Class C member shall set the annual Parcel assessment, and thereafter by a vote of two-thirds (2/3) of the directors, The Board shall fix the annual Parcel assessment for each Parcel, and date(s) such assessments become due, with the advice of the Owners of Lots in that Parcel; provided that each Parcel assessment shall be sufficient to meet the obligations imposed by this Declaration and the Supplementary Declaration for that Parcel. The Board may provide for collection of parcel assessments annually or in monthly, quarterly, or semi-annual installments; provided however, that upon default in the payment of any one or more installments, the entire balance of said assessments may be accelerated at the option of the Board and be declared due and payable in full."

Substitute in Lieu Thereof:

"Method of Assessment. The assessment shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel and collected and disbursed by the Association. The Class C member shall set the initial Parcel Assessment, with the approval of the Veterans Administration, and thereafter by a vote of two-thirds (2/3) of the directors, The Board shall fix the annual Parcel assessment for each Parcel, and date(s) such assessments become due. The Board may provide for collection of parcel assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessments may be accelerated at the option of the Board and be declared due and payable in full.

and ADD the following

"(c) Maximum Annual Parcel Assessment. The Supplementary Declaration for each Parcel shall set forth the initial maximum annual assessment for the given Parcel.

"From and after January 1 of the year immediately following the conveyance of the first Lot in a Parcel to an Owner, the maximum annual Parcel assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the Owners of the Lots in that Parcel.

"From and after January 1 of the year immediately following the conveyance of the first Lot in a Parcel to an Owner, the maximum annual Parcel assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Parcel Owners who are voting in person or by proxy at a meeting duly called for this purpose."

Article V, Section 7. Delete the Second Sentence in its entirety.

"Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate charged on an "open account" to be set by the Board for each assessment period."

Substitute in Lieu Thereof:

"Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than six percent (6%) per annum."

Article V, Section 8. Subordination of the Lien to Mortgages. ADD the following:

"All holders of first mortgages on Lots in the Properties may, upon written request to the Association: (a) receive timely written notice of meetings of the Association; (b) inspect the financial records and similar documents at reasonable intervals during the normal business hours; (c) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to the Declaration, By-Laws, or Articles of Incorporation; and (d) receive timely written notice of any substantial damage or destruction to the Common Area and/or amenities."

Article VI, Section 1. Delete in its entirety:

"The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Class C member. At such time as the Class C membership expires the Board shall be appointed by the Board of Directors."

Substitute in Lieu Thereof.

"The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Board of Directors."

Article VI, Section 2. Purpose. ADD the following.

"Nothing herein shall give the Architectural Review Board authority to regulate, control or determine external design, appearance, use or location of Parcels under development, or to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Developer, his successors or assigns, PROVIDED said design use and location have been approved by the Veterans Administration or the Federal National Mortgage Association or appropriate departments of DeKalb County."

Article VII, Section 1 (a). Protective Covenants. Delete the second sentence in its entirety:

"Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration."

Substitute in Lieu Thereof.

"Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, provided the lease agreement is in writing and subject in all respects to the provisions of the Declaration, By-Laws and Articles of Incorporation."

Article VII, Section 3. Utility Easements. Delete in its entirety:

"There is hereby created a blanket easement upon, across, over through, and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Substitute in Lieu Thereof:

"There is hereby created an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Developer as shown on development drawings as approved by the Veterans Administration and/or the Federal National Mortgage Association."

Article VII, Section 5. ADD the following:

"In the event any portion of the Common Area (as herein defined) encroaches upon any Living Unit (as herein defined) or any Living Unit encroaches on the Common Area as a result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of The Properties (as herein defined), a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists."

Article VIII, Section 2. Amendment. ADD the following:

"So long as there is a Class C member, the following actions will require the prior approval of FHA or VA: Annexation of additional properties, dedication of common area and amendment of the Declaration of Covenants, Conditions and Restrictions."

Article VIII, Section 5. Limitations. Delete the following in its entirety:

"Section 5. Limitations. As long as there is a Class C membership the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups."

Exhibit "A". Legal Description. ADD the following:

TRACT IV

Add legal description of Common Area, Phase One.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
(originally recorded in Book 3097, Pages 119 - 125, DeKalb County, Georgia records.)

Article II, Section 2. Method of Assessment. Delete in its entirety.

"The assessment shall be levied by the Association against the Lots in the Parcel, and collected and disbursed by the Association. Until completion and conveyance of all lots in a Parcel the Class C member shall set the Annual Parcel Assessment, and thereafter by a vote of two-thirds of the directors, the Board shall fix the annual parcel assessment and date(s) such assessments become due, with the advice of the Owners of Lots in the Parcel."

Substitute in Lieu Thereof:

"At the time of incorporation of Mainstreet Community Services Association, Inc. there will be no Parcel assessment for this Parcel (set forth in Exhibit "A" of the original Supplementary Declaration) and only the General Assessment, as set forth in the Declaration of Covenants & Restrictions for Mainstreet, shall be assessed to Owners of Lots in this Parcel.

"Pursuant to a vote of two-thirds (2/3) of the Owners in the Parcel voting in person or by proxy at a meeting duly called for this purpose and approved by a two-third (2/3) vote of the Board of Directors, a maximum annual Parcel Assessment may be established by the Board in accordance with the requirements voted upon. Such action shall be recorded in the Corporate Minutes and Book of Resolutions of the Association.

"From and after January 1 of the year immediately following the establishment of said Parcel Assessment, the maximum annual Parcel Assessment may be increased by the Board of Directors each year not more than five percent (5%) above the maximum assessment for the previous year without the vote of the Parcel Owners.

"From and after January 1 of the year immediately following the establishment of said Parcel Assessment, the maximum annual Parcel Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Parcel Owners who are voting in person or by proxy at a meeting duly called for this purpose."

Article III, Section 1. Utility easements. Delete in its entirety.

"In addition to easements provided from the Declaration, there is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, replacing, repairing, and maintaining all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, etc. By virtue of this easement it shall be expressly permissible for the Owner or providing utility or service company to maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs, floors, slabs, and exterior walls of said residences provided the owner or utility or service company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility or service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements originally constructed."

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Substitute in Lieu Thereof:

"There is hereby created an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Developer as shown on development drawings as approved by the Veterans Administration and/or the Federal National Mortgage Association."

Article V, Section 2, Amendment. ADD the following:

"So long as there is a Class C member, any amendment to this Supplementary Declaration must have the prior approval of the Veterans Administration and/or the Federal Housing Administration (HUD) and/or Federal National Mortgage Association."

Article VI, Insurance Obligation of Owners, Sections 1, 2, and 3. Delete in its entirety.

"Section 1. The Association may designate from time to time either (i) an insurance carrier qualified to do business in the State of Georgia as the standard fire and extended coverage carrier for all Owners of Lots upon which Living Units are constructed and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners or (ii) obtain a master policy of fire and extended coverage insurance for all such Living Units on such Lots. The Association may also designate a new carrier and/or agent at any time or obtain a new master policy, such change to be effective sixty (60) days thereafter."

"Section 2. If the Association chooses to designate a standard insurance carrier, each Owner of a Lot upon which Living Units are constructed shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of all buildings constructed on such Owner's lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association. Each such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and add the cost of such payments, as a special assessment, to the normal assessment of such Owner."

"Section 3. If the Board of Directors chooses to obtain a master policy of insurance, such policy shall be in an amount equal to full replacement value of all buildings on the Lots upon which townhouses are constructed with a co-insurance clause and each Owner of such Lots shall be designated an additional insured. The cost of such insurance shall be part of the Parcel Assessment for such Lot."

ADDITIONAL DECLARATION OF PROTECTIVE COVENANTS AND ARCHITECTURAL CONTROLS FOR MAINSTREET (originally recorded in Book 3097, Pages 126 - 133, DeKalb County, Georgia records).

Item IV. Delete the last two sentences in their entirety.

"Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants."



Item XI. Delete sentences four and five in their entirety.

"Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants."

Item XII. ADD the following:

"Said permanent charge and lien shall be subordinate to the lien of any first mortgage."

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
(originally recorded in Book 3175, Pages 50 - 63, DeKalb County, Georgia records).

Article II, Section 2, Method of Assessment. Delete in its entirety.

"The assessment shall be levied by the Association against the Lots in the Parcel and collected and disbursed by the Association. Until completion and conveyance of all lots in a parcel the class C member shall set the Annual Parcel Assessment, and thereafter by a vote of two-thirds of the directors, the Board shall fix the annual parcel assessment and date(s) such assessments become due, with the advice of the Owners of Lots in the Parcel."

Substitute in Lieu Thereof:

"By a vote of two-thirds (2/3) of the Directors, the Board shall fix the annual Parcel assessment upon the basis provided above, provided, however, that the annual assessment shall be sufficient to meet the obligation imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full."

Article II, Section 3. Delete in its entirety.

"Basis of Assessment. The basis for the Parcel Assessment shall be the same as for the general assessment, as set forth in the Declaration and as may be amended from time to time."

Substitute in Lieu Thereof:

"Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Parcel assessment shall be Four Hundred Eight Dollars (\$408.00) per Lot.

"From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the Parcel Owners.

"From and after January 1 of the year immediately following the conveyance of the first Lot in the Parcel to an Owner, the maximum annual Parcel assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Parcel Owners who are voting in person or by proxy at a meeting duly called for this purpose."

Attached  
Paraside

**Article III. Section 1. Utility Easements. Delete in its entirety.**

"In addition to easements provided from the Declaration, there is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, replacing, repairing, and maintaining all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, etc. By virtue of this easement it shall be expressly permissible for the owner or providing utility or service company to maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs, floors, slabs, and exterior walls of said residences provided the owner or utility or service company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility or service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed."

**Substitute in Lieu Thereof:**

"There is hereby created an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Developer as shown on development drawings as approved by the Veterans Administration and/or the Federal National Mortgage Association."

**Article IV. Section 3. Damage or Destruction. Delete in its entirety.**

"In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

"(1) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

"(2) other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense."

**Substitute in Lieu Thereof:**

"If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions."

**Article VI. Section 2. Amendment. ADD the following:**

"So long as there is a Class C member, any amendment to this Supplementary Declaration must have the prior approval of the Veterans Administration and/or the Federal Housing Administration (HUD) and/or Federal National Mortgage Association."

**Article VII. Insurance Obligation of Owners. Delete in its entirety:**

"Section 1. The Association may designate from time to time either: (1)

an insurance carrier qualified to do business in the State of Georgia as the standard fire and extended coverage carrier for all Owners of Lots upon which Living Units are constructed and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners or (ii) obtain a master policy of fire and extended coverage insurance for all such Living Units on such Lots. The Association may also designate a new carrier and/or agent at any time or obtain a new master policy, such change to be effective sixty (60) days thereafter.

"Section 2. If the Association chooses to designate a standard insurance carrier, each Owner of a Lot upon which Living Units are constructed shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of all buildings constructed on such Owner's Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association. Each such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and add the cost of such payments, as a special assessment, to the normal assessment of such Owner.

"Section 3. If the Board of Directors chooses to obtain a master policy of insurance, such policy shall be in an amount equal to full replacement value of all buildings on the Lots upon which townhouses are constructed with a co-insurance clause and each Owner of such Lots shall be designated an additional insured. The cost of such insurance shall be part of the Parcel Assessment for such Lot."

Substitute in Lieu Thereof:

"Section 1. Owners of Lots in this Parcel shall obtain fire, extended coverage and liability insurance to the full replacement value of all buildings constructed on such Owner's Lot.

"Until every Living Unit in a building is conveyed by the Developer to an Owner, as hereinbefore defined, the Developer may appoint the insurance carrier and each Owner of a Living Unit within the building, if he so desires, may obtain from the appointed carrier the minimum coverage stated above."

ADDITIONAL DECLARATION OF PROTECTIVE COVENANTS AND ARCHITECTURAL CONTROLS FOR MAINSTREET (originally recorded in Book 3175, Pages 58 - 63, DeKalb County Records)

Item IV. Delete the last two sentences in their entirety.

"Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants."

Item IX. Delete sentences four and five in their entirety.

"Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants."

Item X. ADD the following:

"Said permanent charge and lien shall be subordinate to the lien of any first mortgage."

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I

ALL THAT TRACT or parcel of land lying and being in Land Lots 2 and 31, 16th District, DeKalb County Records being Lots 1 thru 26 inclusive, Block A; Lots 1 thru 19 inclusive, Block B; Lots 8 thru 14 inclusive Block D Unit One of Phase One Bridgewater Commons as per plat recorded in Plat Book 60, Page 28, DeKalb County Records which plat is hereby referred to and made a part of this description.

TRACT II

ALL THAT TRACT or parcel of land lying and being in Land Lots 2 and 31, 16th District, DeKalb County Records being Lots 20 thru 31 inclusive, Block B; Lots 1 thru 13 inclusive, Block C; Lots 1 thru 7 inclusive Block D Unit Two of Phase One Bridgewater Commons as per plat recorded in Plat Book 60, Page 126, DeKalb County Records which plat is hereby referred to and made a part of this description.

TRACT III

ALL THAT TRACT or parcel of land lying and being in Land Lot 31, 16th District, DeKalb County Records being Lots 14 thru 19 inclusive, Block C; Lots 15 thru 19 inclusive, Block D; Lots 1 thru 19 inclusive, Block E; Lot 1, Block F; Lots 1 thru 13 inclusive, Block G Unit Three of Phase One Bridgewater Commons as per plat recorded in Plat Book 60, Page 127, DeKalb County Records which plat is hereby referred to and made a part of this description.

TRACT IV

ALL THAT TRACT or parcel of land lying and being in Land Lots 1, 2, 31 and 32 of the 16th District, DeKalb County, Georgia being 67.68 acres, more or less, with the improvements located thereon, as shown on As-Built Survey of Mainstreet Community Services Association, Inc., Park and Recreation Area for Irwin-Probst-Cohn, made by Watts & Browning, Engineers, dated March 31, 1975, and recorded in Plat Book 64, Page 170, DeKalb County Records, which plat is incorporated herein by reference thereto and made a part of this description.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and  
affixed their seals, this the 13<sup>th</sup> day of May, 1975.

IRWIN-PROBST-COHN

By: Richard Irwin  
Richard Irwin

By: William R. Probst  
William R. Probst

By: J. Cohn  
Jerald Cohn, President  
Cohn Communities, Inc.

**COHN COMMUNITIES, INC.**

Jerald Cohn, President

Brian F. McColgan  
Lot 1134, Block Z

R. W. Denicke, Jr.  
Lot 15, Block "C"

D. Kent Leichter  
Lot 1159, Block 5

Howard I. Hughes  
Lot 1124, Block 7

Amendment to Declaration, Mainstreet  
Page - 14 -

WITNESS  
NOTARY PUBLIC  
QUINCY R. RYAN  
Notary Public, Georgia State of Large  
My Commission Expires May 22, 1978  
B. E. New

WITNESS  
NOTARY PUBLIC  
OWEN L. HARRIS  
Notary Public, Georgia State of Large  
My Commission Expires May 22, 1978  
B. E. New

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NOTARY PUBLIC  
OWEN L. HARRIS  
Notary Public, Georgia State of Large  
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NOTARY PUBLIC  
OWEN L. HARRIS  
Notary Public, Georgia State of Large  
My Commission Expires May 22, 1978  
B. E. New

Marcia Hopkins (SEAL)  
Marcia Hopkins  
Lot 12, Block "D"

Paul S. Horne (SEAL)  
Paul S. Horne  
Lot 3, Block "G"

George D. LaFerry (SEAL)  
George D. LaFerry  
Lot 16, Block "C"

Tommy L. Wigington (SEAL)  
Tommy L. Wigington  
Lot 1136, Block 2

Gerald G. Purgason (SEAL)  
Gerald G. Purgason  
Lot 11, Block "D"

B. J. Gammons (SEAL)  
B. J. Gammons  
Lot 18, Block "C"

B. D. Thames, Jr. (SEAL)  
B. D. Thames, Jr.  
Lot 4, Block "C"

E. C. Elliott (SEAL)  
E. C. Elliott  
Lot 24, Block "B"

Mrs. Robert C. Pennington (SEAL)  
Mrs. Robert C. Pennington  
Lot 4, Block "A"


Amendment to Declaration, Mainstreet  
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[illegible]

TO: C. F. Busbee (SEAL)  
Mrs. C. F. Busbee  
Lot 10, Block "G".

Phyllis B. Collins (SEAL)  
Phyllis B. Collins  
Lot 1155, Block 5


Thea L. Stewart (SEAL.)  
Thea L. Stewart  
Lot 14, Block "E"

  
J. Richard Ingram (SEAL)  
Lot 1084, Block 14

 (SEAL)  
Ronald M. Rocha  
Lot 1078, Block 14

Stewart H. Kowberry (SEAL)  
Lot 17, Block "E"


Lee Gutowsky (SEAL)  
Lot 13, Block "E"

 (SEAL)  
Herbert Kohn  
Lot 6, Block "C"


John L. Amaru (SEAL)  
John L. Amaru  
Lot 22, Block "A"

Amendment to Declaration, Mainstreet  
Page - 16 -

[illegible]

 (SEAL)  
John A. Kubik  
Lot 12, Block "E"

Thomas S. Taylor (SEAL)  
Thomas S. Taylor  
Lot 11, Block "E"


  
Douglas L. Walton  
Lot 1110, Block 8

Mrs. D.C. Penninger (SEAL)  
Mrs. D. C. Penninger  
Lot 1138, Block 2

Mary G. Bowman (SEAL)  
Mary G. Bowman  
Lot 1130, Block 3

Jean Martino (SEAL)  
Jean Martino  
Box 1142, Block 1

Don G. Dozier (SEAL)  
Lot 12, Block 4

 (SEAL)  
John J. Dement  
Loc 1, Block "G"

Samuel C. Fischer (SEAL)  
Samuel C. Fischer  
Lot 13, Block "B"



*[Handwritten signature]*

*[Circular stamp: U.S. DEPT. OF JUSTICE - STATISTICAL CONFIDENTIAL PUBLIC AFFAIRS]*

*[Handwritten signature]*

Nationality Public  
North Atlantic Treaty Organization  
Air Corps in Europe May 28, 1978

Mrs. Donnie G. Cooper (SEAL)  
Mrs. Donnie G. Cooper  
Lot 23, Block "A"

QUINCY RAILROAD  
 NOTARIAL  
 RECORD  
 Quincy, Illinois  
 Notary Public  
 Quincy, Illinois, County State of Large  
 N. H. Greenleaf, Esq. May 23, 1978

*Mrs. David J. Baumgartner* (SEAL)  
Mrs. David J. Baumgartner  
Lot 6, Block "D"


Witness  
NOTAR  
GEOFFREY  
BY *Geoffrey Paris*  
Notary Public  
My Commission Expires May 28, 1978

*Glenn Anderson* (SEAL)  
Glenn Anderson  
Lot 13, Block "C"

Witnes  
NOTAR  
GEORGE  
Notary Public  
State of Iowa  
My Comm. expires May 29, 1978

  
R. E. Johnson (SEAL)  
Lot 14, Block "C"

JIMBY  
 NO. 1111  
 GEORGE  
 P. 1111  
 Notary Public  
 Notary Public, State of Texas  
 My Comm. Expires June 22, 1978

  
Warren Oldham (SEAL)  
Lot 5, Block "C"

J. BY R. [Signature]  
 Witness  
 NOTARY  
 GEORGE [Signature]  
 Public - Public  
 New York City

Barbara Sue Brodie (SEAL)  
Box 3, Block "E"

Notary Public  
My Comm. Expires May 20, 1974

Kay Cahill (SEAL)  
Lot 15, Block "E"

9:12 PM, 1968, May 28, 1968  
T 121156  
7014  
Notary Public in State of Georgia

Robert D. Walker, Jr. (SEAL)  
Box 7, Block "C"

L.A. Co. Commission Expires May 24, 1978  
 Y. H. [Signature] B. Evers  
 Witness  
 T. H. [Signature]  
 E. A. [Signature]  
 Notary Public  
 E. A. [Signature]  
 Commission Expires May 24, 1978

Thomas K. Kinder (SEAL)  
Thomas K. Kinder  
t 1108, Block 9

Amendment to Declaration, Mainstreet

Page 2  
NOTARY PUBLIC  
WITNESS  
STATE OF GEORGIA  
Notary Public, Georgia State of Large  
Commission Expires May 22, 1978

Jeanne Miller (SEAL)  
Jeanne Miller  
Lot 1118, Block 7

WITNESS  
GEORGIA  
Notary Public, Georgia State of Large  
Commission Expires May 22, 1978

Charles D. Grindle (SEAL)  
Charles D. Grindle  
Lot 1129, Block 10

WITNESS  
GEORGIA  
Notary Public, Georgia State of Large  
Commission Expires May 22, 1978

Floyd P. Percy (SEAL)  
Floyd P. Percy  
Lot 13, Block "G"

WITNESS  
GEORGIA  
Notary Public, Georgia State of Large  
Commission Expires May 22, 1978

Frank R. Peters (SEAL)  
Frank R. Peters  
Lot 17, Block "D"

Witness

Notary Public

Witness

Notary Public

Witness

Notary Public

Witness

Notary Public

Witness

Notary Public

FILED & RECORDED  
DEKALB CO. GA.

MAY 20 4 46 PM '75

Clerk