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Georgia, Cherokee County
Filed in office this 31 day of March 1998
at 9:00 AM. Recorded in Book 3056 Page 164
this 1 day of April 1998
Anne M. Reneau
Clerk Superior Court

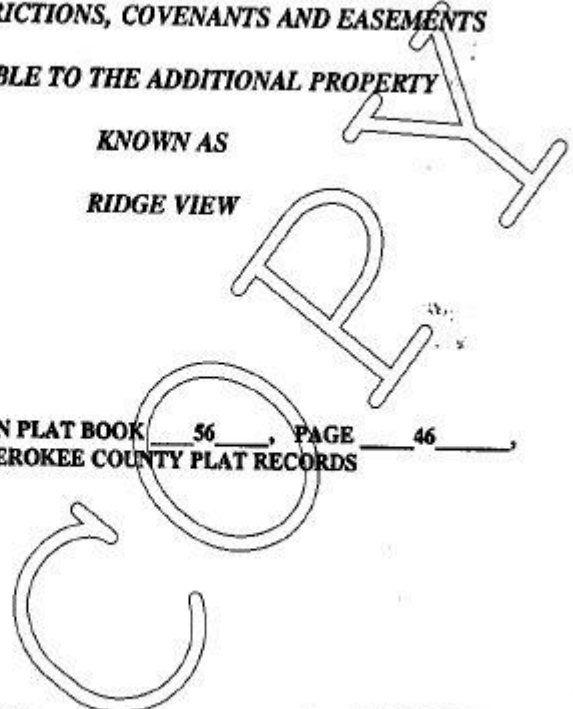
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**AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
TO ADD ADDITIONAL PROPERTY
SUBJECT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS FOR THE FALLS OF CHEROKEE
AND
OTHER RESTRICTIONS, COVENANTS AND EASEMENTS
APPLICABLE TO THE ADDITIONAL PROPERTY**

**KNOWN AS
RIDGE VIEW**

**PLAT RECORDED IN PLAT BOOK 56, PAGE 46
CHEROKEE COUNTY PLAT RECORDS**



**AMENDMENT OF
DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
TO ADD ADDITIONAL PROPERTY
SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS
RESIRICTIONS FOR THE FALLS OF CHEROKEE**

THIS DECLARATION is made this 30th day of March, 1998, by MBC. PARTNERS.
L.P., a Georgia Limited Partnership (hereinafter referred to as "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property which is located in Cherokee County, Georgia, which is described on that Plat recorded in Plat Book 56, Page 46, Cherokee County Plat Records, which Plat is included herein by reference thereto; and

WHEREAS the property is to become subject to those Declarations of Covenants, Conditions, Restrictions and Easements applicable to The Falls of Cherokee, which are recorded in Deed Book 2255, Page 020 at sequel to

WHEREAS pursuant to Article X Developer desires to subject the numbered lots shown on the aforementioned Plat to the Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee;

HOW THEREFORE, under and by virtue of Article X and the other applicable Articles of the Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee. Developer does hereby declare that the property shown on the aforementioned Plat, to wit: Lots 1 through 14 and Lot 20 are hereby made subject to the Declaration of Covenants, Conditions, Restrictions and Easements to The Falls of Cherokee.

The numbered lots shown on the Plat are made part of the Covenants, Conditions, Restrictions and Easements as if originally included therein.

This Declaration shall operate as an Amendment to the original Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee, and the Clerk of the Superior Court of Cherokee County is authorized and directed to file this Declaration onto the Deed Records of Cherokee County, Georgia, in accordance with the applicable Articles of the original Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee.

As provided for in the original Declarations, the numbered lots shown on the aforementioned Plat are made subject to the aforementioned Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee and shall enjoy the benefits and shall be subject to the conditions and obligations as set out in the original Declaration.

COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS APPLICABLE ONLY TO THE NUMBERED LOTS
SHOWN ON THE AFOREMENTIONED PLATS.

I. DRIVEWAYS TO RIDGE ROAD

A) All driveways accessing Ridge Road shall comply with Cherokee County regulations as to site distance and construction. The driveways, as they access Ridge Road, shall be placed and located on the individual lots as shown on the aforementioned Plat, unless otherwise approved by Cherokee County.

B) Lots 4 and 7 are subject to a non-exclusive 50-foot Easement for ingress, egress and all utilities to Lots 5 and 6. The Easement is 25-feet wide along each side of the common boundary between Lots 4 and 7.

C) Lots 11 and 14 are subject to a non-exclusive 50-foot Easement for ingress, egress and all utilities to Lots 12 and 13. The Easement is 25-feet wide along each side of the common boundary between lots 11 and 14.

D) The easement of lots 4, 7, and 14 are shown on the Plat referenced herein.

E) All lots are subject to the buffers and Easements as shown on the aforementioned Plat.

II. MAINTENANCE OF JOINT DRIVEWAYS

A) Lots 11, 12, 13 and 14 are subject to a Joint Driveway Maintenance Agreement as provided herein, which shall be a Covenant and shall run with title to each of these lots and shall inure to the benefit of each owner of lots 11, 12, 13 and 14.

B) Lots 4, 5, 6 and 7 shall be subject to a Joint Driveway Maintenance Agreement as provided herein, which shall be a Covenant and shall run with title to each of these lots and shall inure to the benefit of each owner of lots 4, 5, 6 and 7.

D) The "Easement" shall not be used for parking.

C) *Skipped in filed document*

E) The owner of each lot agrees to equally bear the cost and expenses of maintenance and repairs.

F) No advancement for repairs will be made by any lot owner for cost and repair without the prior agreement of the other applicable lot owners. In the event that a lot owner proposes some repairs and cannot reach an agreement with all the other applicable lot owners, then the agreement of 3 of 4 lot owners shall authorize the repairs after a written twenty (20) day notice is made by one lot owner to all other applicable lot owners.

G) If notice is made to the applicable lot owners and three (3) of the four (4) agree to cost and a lot owner refuses to pay his portion of the cost then the lot owners may advance the cost of repairs and file a lien on the lot of the lot owner who refused to pay their proportionate share and the lien shall be in the form as that provided for under Article VIII of the Declaration of Covenants, Conditions, Restrictions and Easements for The Falls of Cherokee.

H) No right to file a lien shall have any force and effect. until such time as it is filed and recorded on the Deed Records of Cherokee County, Georgia.

I) The lot owners who file the lien may also file a suit to recover a lot owners proportionate share of the cost of the driveway repairs and may also recover from the lot owner who failed to pay all reasonable attorneys fees and cost of collection.

IN WITNESS WHEREFORE, Developer has caused this instrument to be signed and sealed by the duly authorized partner/officer of the limited partnership as of the day and year first above written.

Signed, sealed and delivered
this 30 day of March, 1998,
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 1/22/98

**MBC PARTNERS, L.P., a
Georgia Limited Partnership**
By: *[Signature]*
General Partner
(Corporate Seal)

[Signature]
Rec. 4-1-98