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STATE OF GEORGIA
COUNTY OF COBB

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR KENNESBOROUGH SQUARE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Kennesborough Square is made by The Woods of Kennesaw Development Corporation as Declarant and the undersigned owners of property within Kennesborough Square with reference to the following facts:

A. The Woods of Kennesaw Development Corporation ("Declarant") filed that certain Declaration of Covenants, Conditions and Restrictions for Kennesborough Square ("Declaration") of record on 7-14-86 in Deed Book 4024, Page 310 Cobb County, Georgia records.

B. The Declarant and all owners of property in Kennesborough Square desire to amend the Declaration for the purpose of changing the responsibility for maintenance of roofs and maintenance of hazard insurance on Townhome Lots from the Kennesborough Square Homeowners Association, Inc. ("Association") to the individual owners of Townhome Lots.

C. The Declaration provides that it may be amended by the written consent of two-thirds of the owners of lots and the consent of any lot owner adversely affected by any amendment.

D. No institutional holder, insurer, or guarantor of a first mortgage within Kennesborough Square has provided

written request to the Association to become a "eligible holder" as that term is defined in the Declaration.

E. The Veterans Administration has not guaranteed any mortgage within Kennesborough Square.

F. The Federal Housing Administration has guaranteed mortgages within Kennesborough Square and has consented to this Amendment.

NOW THEREFORE, all the owners of Townhome Lots and the Declarant hereby amend the Declaration as follows:

1.

Article V, Section 1 is amended by deleting in its entirety the second full paragraph of said section so that the section as amended shall read:

Section 1. The Association's Responsibility. The Association shall maintain and keep in good repair the "Common Area." This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and grass areas, paving and other improvements situation on the Common Area. The Association shall maintain and keep in good repair all water and sewer pipes or facilities which serve more than one (1) Townhome Lot, whether located within or without a Townhome Lot's boundaries.

The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

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2.

Article VII Section 1 is amended:

A. By deleting the phrase "and for all buildings containing Townhome Lots" from the end of the first sentence so that the first sentence as amended shall read:

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall utilize every reasonable effort to secure a master policy providing fire and extended coverage in an amount equal to full replacement costs of all insurable improvements on the Common Area.

B. By deleting subsection (d) in its entirety and replacing such subsection with the following:

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

C. By adding to the end of subsection (g) the following:

Without limiting the generality of the foregoing each Townhome Lot Owner shall obtain and maintain fire and extended coverage insurance for each Townhome Lot in an amount at least equal to the replacement value of such Townhome Lot. "All-risk" insurance in like amounts shall satisfy the obligation to maintain insurance. If requested by the Association's Board of Directors each Owner shall file a copy of such insurance policy with the Association. In the event any Owner fails to obtain or to maintain in effect such insurance and such failure continues after ten (10) days written demand to such Owner to obtain and

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maintain such insurance, the Association's Board of Directors shall be authorized to obtain such insurance on behalf of such Owner and to charge the cost thereof to such Owner as a specific assessment applicable only to such Owner's Townhome Lot.

3.

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

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant and the Townhome Lot owners, have signed, sealed and delivered this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Kennesborough Square this 11th day of DECEMBER, 1987.

WOODS OF KENNESAW DEVELOPMENT CORPORATION

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed, and delivered this 11th day of DECEMBER, 1987, in the presence of:

[Signature]
WITNESS

NOTARY PUBLIC



[CORPORATE SEAL]



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