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After Recording, Return to
Sellers and Warren, P.C.
8681 Highway 92, Suite 200
Woodstock, GA 30189

AMENDMENT NUMBER ONE

TO

DECLARATION OF COVENANTS, RESTRICTIONS

AND EASEMENTS

FOR

WOODLAND TRACE HOMEOWNERS ASSOCIATION, INC.

MARCH 22, 2006

COPY

Sellers & Warren, P.C.
8681 Highway 92, Suite 200
Woodstock, GA 30189
770-924-9366

CROSS REFERENCE:
Deed Book 8568, Page 278
Cherokee County, Georgia

STATE OF GEORGIA
COUNTY OF CHEROKEE

First Amendment
To
Declaration of Covenants, Restriction and Easements
For
Woodland Trace Homeowners Association, Inc.

WHEREAS, Article 9.02 of the Declaration of Covenants, Restrictions and Easements for the Woodland Trace Homeowners Association, Inc. recorded at Deed Book 8568, Page 278, Cherokee County Georgia deed records, provides for amendment by Declarant.

NOW, THEREFORE, the purpose of this First Amendment is as follows:

1. Section 4.10: Budget Deficits During Control Period: Change the last sentence to read as follows: "Such advances shall be evidenced by a promissory note from the Association in favor of the Declarant and shall be paid back to Declarant, with interest at the Applicable Federal Rate as indicated in the tables pursuant to Internal Revenue Code Section 1274. Demand for payment in full may be made at any time after one year following the date on which Declarant no longer has the right to appoint or remove members of the Board and Officers of the Association. This right is terminated upon sale by the Declarant of the sale of 75 percent (75%) of the lots, unless right is extended by Special Resolution of the Board of Directors of the Homeowners Association.

2. Section 5.01: General: The following is added as a separate paragraph to this section as pertains to Landscaping.

> "This is not to be confused with the normal maintenance of existing structures; placement of new landscaping materials or maintenance of existing landscaping materials such as shrubs, trees, flowers, etc."

3. Section 5.04(a)(i) Design Standards: Delete the paragraph in its entirety and substitute the following:

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"All lots will be restricted to permanent single family housing of a minimum of 1,600 square feet of heated floor area. The foregoing square footage is exclusive of areas contained in open porches, carports, garages, and unfinished basements."

4. Section 5.06: Violations: The following statement is added to this section.

"This is not be confused with the normal maintenance of existing structures; placement of new landscaping materials or maintenance of existing landscaping materials such as shrubs, trees, flowers, etc."

5. Section 6.05: Landscaping: The following subsections are added.

Section 6.05.01(a) "Builders are required to sod the front areas of each lot to the back corners of the home."

Section 6.05.01(b) "Any reference to "landscaping" in these covenants is not to be confused with the normal maintenance of existing landscaping; relocating of existing landscaping materials, pruning; removal and replanting of dead landscaping materials such as shrubs, flowers, etc."

6. Section 6.06: Trees: This paragraph is deleted in its entirety and the following is substituted:

"No tree having a diameter of four(4) inches or more (measured from a point two (2) feet above ground level) shall be removed from any lot (except with respect to the removal and replacement of dead trees) unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the property may be included in the Design Standards of the ACC."

7. Section 6.10: Fences: The last sentence of this section is changed to read:

"The only kind of fences permitted shall be constructed of wood, wood-like materials or cedar. No chain link fencing will be allowed. Fences are permitted in the back yards only with the starting point being at the rear corners of the house."

8. Section 7.01(a)(iv) This section is deleted in its entirety.

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Signed, sealed and delivered

In the Presence of:

DECLARANT:

TURNMAN PROPERTIES, INC..
A Georgia Corporation

By: _____ (SEAL)

JIMMY TURNER, Secretary
Turnman Properties, Inc.

SEAL

Witness

(SEAL)

Notary Public

JAMES R. GEE NOTARY PUBLIC Exp. Jan. 06, 2010 CHEROKEE COUNTY, GA

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this First Amendment to Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Amendment to the Declaration to be executed and sealed this 24th day of March 2006.

Signed, sealed and delivered

In the presence of:

Unofficial Witness

Notary Public

JAMES R. GEE NOTARY PUBLIC Exp. Jan. 06, 2010 CHEROKEE COUNTY, GA

WOODLAND TRACE HOMEOWNERS ASSOCIATION, INC.

BY: _____ (SEAL)
Jimmy Turner, President
Turnman Properties, Inc.

SEAL

(CORPORATE SEAL)

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