



Filed and Recorded:
11/9/2011 11:42:57 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Return To:
Lazega & Johanson, LLC
3520 Piedmont Road, N.E., Suite 415
Atlanta, Georgia 30305 Attn: JPL

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STATE OF GEORGIA
COUNTY OF DEKALB

Cross Reference: Deed Book 3175
Page 50

AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the Supplementary Declaration of Covenants and Restrictions [for Parkside Townhomes] was recorded in Deed Book 3175, Page 50, *et seq.*, DeKalb County, Georgia land records, as amended ("Parkside Supplementary Declaration"); and

WHEREAS, the Supplementary Declaration of Covenants and Restrictions [for Parkside Townhomes Unit Two] was recorded on March 15, 1976 in Deed Book 3464, Page 480, *et seq.*, DeKalb County, Georgia land records, as amended ("Parkside Unit Two Supplementary Declaration"); and

WHEREAS, the Parkside Unit Two Supplementary Declaration submitted all that property depicted on the plat recorded in Plat Book 66, Page 4, DeKalb County, Georgia to the Parkside Supplementary Declaration; and

WHEREAS, Article VI, Section 2 of the Parkside Supplementary Declaration provides that the Declaration may be amended by the affirmative vote or written consent or any combination thereof of not less than 51% of the owners of lots subject to this Supplementary Declaration;

WHEREAS, at least fifty-one percent (51%) of the owners of lots subject to the Supplementary Declaration have approved this Amendment; and

NOW, THEREFORE, the Parkside Supplementary Declaration is amended as follows:

1.

Article II, Section 1(b) of the Declaration is hereby deleted in its entirety and the following shall be substituted therefor:

(b) Purchasing group services, including, but not limited to, trash collection, utilities, insurance of the Common Area and insurance on the structures of the Living Units on the Lots (if the Association insures any portion of the Living Units on the Lots in accordance with Article VII of this Declaration);

2.

Article II, Section 1(c) of the Declaration is hereby deleted in its entirety and the following shall be substituted therefor:

(c) Preservation of property values within the Parcel through exterior maintenance of Living Units upon each Lot, if, in the sole discretion of the Board of Directors, the Association chooses to provide any such exterior maintenance. Unless, the Board of Directors notifies the Owners in writing that the Association shall provide maintenance to the exterior of the Living Units on a Lot, each Owner shall be obligated to maintain and repair all portions of the exterior and interior of his or her Lot, including all portions of the Living Unit.

The Board of Directors may adopt standards or guidelines to further define, interpret and expand the maintenance and repair obligations of the Association, if any. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

3.

Article VII of the Declaration is hereby deleted in its entirety and the following shall be substituted therefor:

Section 1. Individual Insurance. Beginning within 90 days of the Effective Date of this Amendment, every Owner shall be obligated to obtain and maintain at all times, blanket insurance in an amount sufficient to cover the full replacement cost of the Living Unit. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and commotion. Owners shall further be responsible for obtaining and maintaining at all times insurance covering the Owner's personal property kept in the Living Unit, and all betterments and improvements made to the Living Unit. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. If any Owner fails to obtain insurance as required hereunder and a loss occurs, causing damage to the Owner's Lot, then the Owner will be deemed to have waived any and all claims against the Association for such damage. Additionally, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner if the Owner fails or refuses to do so.

Section 2. Association Insurance. The responsibility to insure the Living Units on the Lots may be transferred to the Association upon the affirmative vote of a majority of all Owners of Lots in the Parkside Townhome Parcel. Any insurance purchased by the Association shall be assessed back against the Lots as a specific assessment. Notwithstanding the above, the Association's maintenance of hazard insurance covering portions of the Living Units on the Lots shall not change the maintenance and repair obligations of either the Association or Owners under Article II, Section 1(c) of this Declaration.

IN WITNESS WHEREOF, the undersigned officers of Mainstreet Homeowners Association, Inc. hereby certify that the above amendments to the Declaration were duly adopted by at least fifty-one percent (51%) of the owners of lots subject to the Supplementary Declaration.

This 28th day of October, 2011.

Sworn to and subscribed before me this
28th day of October, 2011.

[Signature]
Witness

[Signature]
Notary Public 10/28/11

[Notary Seal]

MAINSTREET HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]

