

FILED AND RECORDED

1995 AUG 15 PM 3:48

COBB SUPERIOR COURT CLERK

Jan C. Stephenson

After recording, please return to:
David A. Herrigel, Esq.
Hyatt & Stubblefield, P.C.
225 Peachtree Street, Suite 1200
Atlanta, Georgia 30303

Handwritten initials

STATE OF GEORGIA
COUNTY OF COBB

References: Deed Book 8116
Page 171

Deed Book 8873
Page 107

*1400
182*

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR BROWN'S FARM**

THIS AMENDMENT is made as of the date set forth below by Cousins Real Estate Corporation, a Georgia corporation.

WHEREAS, on March 1, 1994, Cousins Real Estate Corporation, a Georgia corporation, as declarant ("Declarant"), recorded that certain Declaration of Covenants, Conditions, and Restrictions for Brown's Farm in Deed Book 8116, Page 171 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia ("Declaration"); and

WHEREAS, on May 18, 1995, Declarant filed that certain Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded in Deed Book 8873, Page 107 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, pursuant to the terms of Section 15.2 of the Declaration, so long as the Class "B" membership exists, the Class "B" Member may unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner (as such capitalized terms are defined in the Declaration); and

WHEREAS, the Class "B" membership presently exists, with the Declarant being the sole Class "B" Member; and

WHEREAS, Declarant desires to amend the Declaration to provide notice to all Owners of the risks involved with the use of the swimming pool and other recreational facilities within the Properties; and

WHEREAS, the amendments provided for herein have no material adverse effect upon any right of any Owner;

NOW, THEREFORE, pursuant to the authority described herein, Declarant hereby amends the Declaration by adding thereto the provisions set out below which shall be incorporated in the Declaration as Article XVI:

ARTICLE XVI
USE OF SWIMMING POOL AND OTHER RECREATIONAL FACILITIES

16.1. Use of Swimming Pool and Other Recreational Facilities. Each Owner acknowledges that certain recreational facilities, including, but not limited to, a swimming pool, have been or shall be provided within the Properties for the use and enjoyment of the Owners, their families, tenants, other occupants of a Unit, and the guests of any such Persons. Each Owner hereby acknowledges that there are risks associated with the use of any such recreational facilities, including but not limited to, the swimming pool, and that all users of such facilities are solely responsible for such risk. Each Owner, by accepting a deed to a Unit, acknowledges that he or she has not relied upon the representations of Declarant or the Association with respect to the safety of any recreational facilities provided within the Properties.

The Association may, but shall not be obligated to, contract with, employ or otherwise provide, from time to time, a lifeguard to be present at any swimming pool on the Properties. Each Owner acknowledges that the presence of a lifeguard shall not create a duty on the part of the Declarant or the Association in favor of the users of the swimming pool to provide for, insure or guarantee the safety of such use. Each Owner acknowledges that the presence of a lifeguard shall not in any way alter the risks assumed by each Owner, his or her family members, tenants, other occupants of Owner's Unit and guests of any such Persons, which risks shall continue to be assumed by the user of the swimming pool.

16.2. Limitation of Liability. Each Owner, by acceptance of a deed to a Unit, acknowledges that the use and enjoyment of any swimming pool or other recreational facility involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committees, and the Declarant are not insurers of personal safety and that each Person using the Properties assumes all risks of personal injury and loss or damage to property resulting from the use and enjoyment of any swimming pool or other recreational facility. Each Owner agrees that neither the Association, the Board and any committees, nor the Declarant shall be liable to such Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the use of any swimming pool or other recreational facility, including, without limitation, any claim arising in whole or in part from the negligence of the Association or the Declarant.

The Declarant or the Association may, but shall not be obligated to, implement or maintain certain safety measures designed to make use of any swimming pool or other recreational facility safer than such use otherwise might be; provided, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of the safety of any Person, including, but not limited to Owners, tenants, or occupants of any Unit or the guests of such Persons, while such Person is using any swimming pool or other recreational facility for any purpose. In addition, neither the Association

nor the Declarant shall be held liable for any loss or damage by reason of failure to provide adequate safety measures or ineffectiveness of safety measures undertaken. No representation or warranty is made that any safety measures undertaken will be effective, nor that any such measures will in all cases prevent any personal injury or loss or damage to property that the measure is designed or intended to prevent.

IN WITNESS WHEREOF, Declarant, as the Class "B" Member, has executed this Amendment under seal this 31st day of July, 1995.

DECLARANT: COUSINS REAL ESTATE CORPORATION, a Georgia corporation

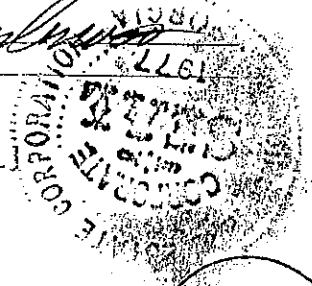
By: [Signature]
Title: President - Residential Division

Attest: [Signature]
Title: Secretary



Signed, sealed, and delivered this 31st day of July, 1995, in the presence of:
[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
DELORES
CHEROKEE COUNTY
DOCS 4809

[CORPORATE SEAL]



Notary Public, Cherokee County, Georgia
My Commission Expires Feb. 01, 1996