

Filed in 4/8/2005 2:03:00 PM Office Clerk of Superior
Court Cherokee County, GA Deed BK 7217 Page 343 -
347, Patty Baker #1

After recording, please return to:
David N. Dorough, Jr.
Dorough & Dorough, LLC
Two Decatur TownCenter
125 Clairmont Avenue, Suite 520
Decatur, Georgia 30030

CROSS REFERENCE: Deed Book: 6725
Page: 43

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR NORTHBROOKE**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this
5 day of APRIL, 2005 by **HIGHWAY 140 MANAGERS, LLC**, a Georgia limited
liability company (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants,
Conditions, Restrictions and Easements for Northbrooke, which was filed on November 26, 2003
and recorded on November 26, 2003 in Deed Book 6725, Page 43, *et seq.*, Cherokee County,
Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration");
and

WHEREAS, pursuant to Section 11.6 of the Declaration, the Declaration may be
amended upon the affirmative vote or written consent of Owners of at least two-thirds (2/3) of
the Lots; and

WHEREAS, the Declarant is the Owner of at least two-thirds (2/3) of the Lots and desires to amend the Declaration as set forth herein;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Northbrooke, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to the Declaration a new Article 12 entitled, "Use of Recreational Facilities by Nonmembers," to read as follows:

Article 12
Use of Recreational Facilities by Nonmembers

12.1 Rights Reserved by Declarant. So long as the Declarant owns any property for development and/or sale in the Community or has the right to annex additional property to the Community, Declarant shall have the right to grant to Persons who are not members of the Association the right to use the Community recreational facilities. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. The Declarant may grant nonmember use rights to Persons on a nonrenewable annual basis or as an easement appurtenant to such Persons' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. Nonmember user fees shall be paid to the Association. Unless otherwise established by the Board of Directors, all fees shall be paid in one annual installment. The amount of such annual payment may be increased each year by the Board so long as the annual fee does not exceed the annual general assessment levied against members of the Association. Any use rights granted to nonmembers may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

12.2 Right and Easement of Use. Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users over, under, in and/or on the Community (including, without limitation, the above described recreational facilities), without obligation and without further charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use of Community recreational facilities by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress to and from the above described recreational facilities and the right of access, ingress to, use

and egress from for vehicular and pedestrian traffic over, under, on and across the Community roads, parking areas and walkways.

12.3 Remedy of Association Upon Failure to Pay User Fees. Declarant shall not be liable for and is hereby held harmless from any failure of any nonmember to pay a nonmember user fee to the Association where required to do so by this Section. In such case, in addition to any remedy available in this Declaration or under Georgia law, the Association may suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby held harmless from any personal injury or property damage caused by nonmembers, their family, guests and invitees, exercising any rights hereunder. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.

12.4 Right of Association to Grant Nonmember Use Rights. After the Declarant's option to grant nonmember use rights as set forth above terminates, the Association, acting by and through the Board of Directors, without a vote of the members shall be entitled to exercise the same rights reserved to the Declarant in this Article.

12.5 Capacity of Facilities. The rights granted under this Article for use of the Community recreational facilities shall be subject to any applicable limitations on bathing load for any swimming pool that may be a part of such facilities and other limitations on capacity of any of such facilities as may be established by any applicable government law, ordinance, rule or regulation.

2.

The Declaration is hereby further amended by adding the following Subsection 10.2(h) to the end of Section 10.2 of the Declaration entitled, "Easements for Use and Enjoyment," which Section shall state:

(g) the rights of Persons, if any, holding rights to use the Community recreational amenities granted by Declarant or the Association pursuant to Article 12 hereof.

3.

Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration.

4.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cherokee County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

5.

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

[SIGNATURES ON FOLLOWING PAGE]

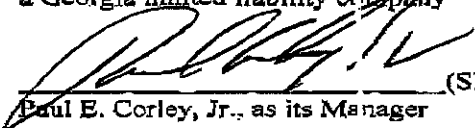
-4-

IN WITNESS WHEREOF, the Declarant, as the Owner of at least two-thirds (2/3) of the Lots, has caused this First Amendment to be executed under seal the day and year first above written.

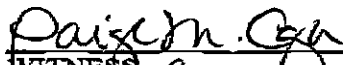
DECLARANT:

HIGHWAY 140 MANAGERS, LLC,
a Georgia limited liability company

By:

 (SEAL)
Paul E. Corley, Jr., as its Manager

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: 2/28/09

[AFFIX NOTARY SEAL]

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