After recording, please return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

CROSS REFERENCE: Deed Book: 21152
Page: 91

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR EDINBURGH

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this _____ day of _____, 2008 by **EDINBURGH HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

W I T N E S S E T H

WHEREAS, Pulte Home Corporation, a Michigan corporation, as "Declarant", executed that certain Declaration of Covenants, Restrictions and Easements for Edinburgh, which was recorded August 23, 2000 at Deed Book 21152, Page 91, *et seq*., Gwinnett County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article X of the Declaration, the Declaration may be amended upon the approval of: (a) those Members of the Association who own in the aggregate no fewer than sixty-seven percent (67%) of the Lots not owned by the Declarant; (b) the Declarant, if the Declarant shall then own any Lot or any other portion of the Edinburgh Property and (c) the Golf Course Owner, if the proposed amendment amends any of the following provisions of the Declaration: Article II, Section 5, paragraphs (d), (e), (f), (g) or (h); Article III, Section 3, paragraphs (c), (d), (e), (f) or (g); Article IV; Article VII, Section 1; or Article VIII; and

WHEREAS, further pursuant to Article X of the Declaration, the approval of any amendment by the Members of the Association shall be given by each such Member either by casting a vote in favor of such amendment at a meeting of the Members of the Association duly

called for such purpose, or by such Member signing a written approval of such amendment after the date on which such meeting was held; and

WHEREAS, Members of the Association who own in the aggregate no fewer than sixty-seven percent (67%) of the Lots not owned by Declarant agreed by affirmative vote or written consent to amend the Declaration as hereinafter provided; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement certifies that the approval of the Members of the Association who own in the aggregate no fewer than sixty seven percent (67%) of Lots not owned by the Declarant was lawfully obtained; and

WHEREAS, the Declarant consents to the foregoing First Amendment as evidenced by the signature attached hereto and by this reference incorporated herein; and

WHEREAS, the proposed amendment does not amend Article II, Section 5, paragraphs (d), (e), (f), (g) or (h); Article III, Section 3, paragraphs (c), (d), (e), (f) or (g); Article IV; Article VII, Section 1; or Article VIII of the Declaration; and

WHEREAS, the Association and the Members thereof desire to amend the Declaration as set forth herein and intend for this First Amendment to be prospective only;

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

1.

The Declaration is hereby amended by adding to Article VI of the Declaration, a new Section 8, entitled "Initiation Fee", to read as follows:

> Section 8. Initiation Fee. Upon each and every conveyance of title to a Lot in the Edinburgh Property, an initiation fee in the amount of One Thousand and No/100 Dollars ($1,000.00) shall be collected from the new owner at the closing of such transaction and paid to the Association; or if not collected at closing, shall be paid immediately upon demand by the Association and shall be collected as provided herein for the collection of assessments; provided, however any owner who sells his or her Lot and purchases another Lot in the Edinburgh Property shall be exempt from paying the initiation fee as set forth herein; provided, further, that any Lots conveyed by Declarant to a builder acquiring such Lot during the ordinary course of business and for resale purposes shall be exempt from paying the initiation fee as provided herein.
>
> The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the

Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. The initiation fee shall not apply to the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, but shall apply to the Owner acquiring the Lot from the foreclosing mortgagee.

2.

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

3.

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

4.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed under seal the day and year first above written.

ASSOCIATION: **EDINBURGH HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: _____
Name: _____
Its: President

Attest: _____
Its: _____
Secretary

Signed, sealed and delivered in the presence of

[AFFIX CORPORATE SEAL]

_____
Witness

_____
Notary Public

[AFFIX NOTARY SEAL]

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DECLARANT CONSENT

IN WITNESS WHEREOF, the undersigned Declarant hereby consents to the First Amendment this _____ day of _____, 2008.

DECLARANT: **PULTE HOME CORPORATION,** a Michigan corporation

By: _____
Name: _____
Title: _____

Signed, sealed, and delivered
in the presence of:

[AFFIX CORPORATE SEAL]

_____
WITNESS

_____
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

EXHIBIT "A"

Sworn Statement of President of
Edinburgh Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF GWINNETT

Re: Edinburgh Homeowners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Edinburgh Homeowners Association, Inc.

2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.

3. The foregoing First Amendment to the Declaration of Covenants, Restrictions and Easements for Edinburgh was approved by Members of the Association who own in the aggregate sixty-seven (67%) percent of the Lots not owned by the Declarant.

4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and Article X of the Declaration.

This the _____ day of _____, 2008.

By: _____
Name: _____

Sworn to and Subscribed
before me this _____ day of _____, 2008.

_____
Notary Public

[AFFIX NOTARY SEAL]