



Deed Book 15384 Pg 6495
Filed and Recorded Oct-18-2016 04:22pm
2016-0126478
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Mail

Upon recording return to:
David N. Dorough, Jr.
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030-2534
(404) 687-9977

Cross Reference: Deed Book 15317
Page 6057

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRVUE AT INDIAN HILLS**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRVUE AT INDIAN HILLS
(hereinafter referred to as the "Amendment") is made this 14th day of October, 2016
by **CRP EAH IH, L.L.C.**, a Delaware limited liability company (hereinafter referred to as the
"Declarant").

WITNESSETH:

WHEREAS, CRP EAH IH, L.L.C., a Delaware limited liability company, as Declarant,
executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements
for Fairvue at Indian Hills, dated February 26, 2016 and recorded on March 4, 2016 in Deed Book
15317, Pages 6057-6126, Cobb County, Georgia land records (hereinafter as such document may be
further supplemented and/or amended from time to time referred to as the "Declaration"); and

WHEREAS, Article 11, Section 11.6(a) of the Declaration provides that Declarant may
unilaterally amend the Declaration for any purpose; provided, however, such amendment shall
not materially adversely affect the substantive rights of any Owners to use his or her Unit
without the consent of the affected Owner; and

WHEREAS, the Declarant desires to amend the Declaration as herein provided and this
Amendment does not materially adversely affect the substantive rights of any Owners to use his
or her Unit;

NOW THEREFORE, the undersigned hereby adopts this Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Fairvue at Indian Hills, hereby declaring that the Declaration is hereby amended as follows:

1.

The Declaration is hereby amended by deleting Article 7, Section 7.4(a) in its entirety and replacing it with a new Section 7.4(a) to read as follows:

7.4 Vehicles; Parking.

(a) Vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking spaces serving the Unit" shall refer to the number of garage parking spaces and if, and only if, the Owners and Occupants of a Unit have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owner or Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Unit. All parking shall be further subject to such reasonable rules and regulations as the Board may adopt from time to time.

2.

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

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia.

4.

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

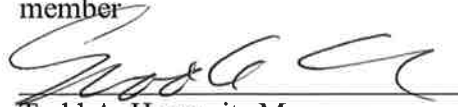
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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


DECLARANT: **CRP EAH IH, L.L.C.**, a Delaware limited liability company

By: CRP EAH Venture, L.L.C., a Delaware limited liability company, its sole member

By: EAH Operating Member, L.L.C., a Georgia limited liability company, its operating member

By:  (SEAL)
Todd A. Hager, its Manager

Signed, sealed, and delivered in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: 4/2/17

