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SPALDING COUNTY, GA

2011 DEC 27 AM 10 01

BY 28
MARCIA L. MORRIS, CLERK

After recording, please return to:
Michael E. Leavey
Dorough & Dorough, LLC
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 3179
Page: 171

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SUN CITY PEACHTREE**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SUN CITY PEACHTREE** (hereinafter
referred to as the "Amendment") is made this 22 day of November, 2011 by **PULTE
HOME CORPORATION**, a Michigan corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Pulte Home Corporation, a Michigan corporation, as Declarant, executed that certain Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree which was recorded November 6, 2007 in Deed Book 3179, Page 171, *et seq.*, Spalding County, Georgia land records (hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration"); and

WHEREAS, pursuant to Article XVII, Section 17.2 of the Declaration, during the Declarant Control Period, Declarant may unilaterally amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as herein 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 states that this Amendment was adopted and became effective in accordance with the provisions of the Declaration;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree, hereby declaring that all of 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.

Article X, Section 10.2 of the Declaration, entitled "Vehicles and Parking," is hereby amended by deleting the same in its entirety and replacing it with a new Article X, Section 10.2 to read as follows:

10.2 Vehicles and Parking. No automobile, truck, commercial vehicle, recreational vehicle, motorcycle, other motorized vehicle or cart, boat, trailer, or other wheeled vehicle or equipment, whether motorized or not motorized, shall at any time be parked or stored on any portion of the Properties other than in a garage. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes. For purposes of this Declaration, "commercial vehicle" shall include any vehicle bearing any commercial or business markings or which is used, in whole or in part, for any commercial or business purpose, regardless of its markings or configuration. Notwithstanding the foregoing, vehicles may be parked or placed on the paved driveway of a Lot as follows:

(a) If the Owner or lawful occupants of the Dwelling Unit have two private, personal, non-commercial vehicles and a golf cart or other approved electric powered vehicle for neighborhood transportation ("NEV"), or if the Owner or lawful occupants of the Dwelling Unit have three private, personal, non-commercial vehicles, one of the passenger vehicles other than the NEV, if any, may be parked on the driveway when the other two vehicles (or the NEV and one other vehicle, as the case may be) are in the garage;

(b) Automobiles, trucks, commercial vehicles, recreational vehicles boats, watercraft, trailers or other wheeled vehicles may be parked on driveways for up to a total of 48 hours during any consecutive seven (7) days, or as expressly and specifically permitted by the Board in writing or in rules and regulations adopted by the Board.

(c) All vehicles, personal property, or equipment parked or left on driveways shall at all times be operable and properly licensed and inspected as by law required. The Board may request and the Owner shall provide evidence or verification of operability or proper license or inspection, from time to time.

The Board shall have the authority to adopt additional rules and regulations regarding the presence and use of vehicles on any portion of the Properties, including, without limitation, parking or periods during which Dwelling Unit garage doors must be closed.

2.

Unless otherwise defined herein, the words used in this 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 Spalding County, Georgia and shall be enforceable against current Owners of Lots in the Properties.

4.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree to be executed under seal the day and year first above written.

DECLARANT: PULTE HOME CORPORATION, a
Michigan corporation

By: Ted Turner

Name: Ted Turner

Title: VP Land Development

[AFFIX ASSOCIATION SEAL]

Signed, sealed and delivered
in the presence of

Leslie A. Dekle
Witness

Leslie A. Dekle
Notary Public



[AFFIX NOTARY SEAL]



EXHIBIT "A"
Sworn Statement Of President Of
Sun City Peachtree Community Association, Inc.

STATE OF GEORGIA
COUNTY OF SPALDING

Re: Sun City Peachtree Community 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 Sun City Peachtree Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The Declarant Control Period has not expired or otherwise been terminated and foregoing First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree was adopted in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree.
4. Deponent makes this Affidavit pursuant to Article XVII of the Declaration of Covenants, Conditions, and Restrictions for Sun City Peachtree and Official Code of Georgia Annotated Section 44-2-20.

This the 22 day of November, 2011.

Sworn to and subscribed before me
this 22 day of November, 2011:

Leslie A. Dekle
Notary Public

Signed: Matthew Phillipoff

Print Name: Matthew Phillipoff

[AFFIX NOTARY SEAL]

