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Attn: Lisa Fuerst, Esq.

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 9437
Page 314
Deed Book 9479
Page 492
Deed Book 10044
Page 479
Deed Book 24261
Page 344
Deed Book 49131
Page 101

AMENDMENT TO THE
PROTECTIVE COVENANTS FOR THE PINES AT KIMBALL BRIDGE,
UNITS ONE THROUGH FIVE,
FULTON COUNTY, GEORGIA

WHEREAS, The Pines at Kimball Bridge community is governed by a set of recorded covenants referenced below collectively referred to as the Declaration; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit One, Fulton County, Georgia were recorded in Deed Book 9437, Page 314 of the Fulton County, Georgia land records; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit Two, Fulton County, Georgia were recorded in Deed Book 9479, Page 492 of the Fulton County, Georgia land records; and,

WHEREAS, the plat for The Pines at Kimball Bridge, Unit III, submits Unit III of The Pines at Kimball Bridge community to the Protective Covenants for The Pines at Kimball Bridge, Unit II, Fulton County, Georgia; and,

WHEREAS, the plat for The Pines at Kimball Bridge, Unit IV, submits Unit IV of The Pines at Kimball Bridge community to the Protective Covenants for The Pines at Kimball Bridge, Unit II, Fulton County, Georgia; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Unit Five, Fulton County, Georgia were recorded in Deed Book 10044, Page 479 of the Fulton County, Georgia land records; and,

WHEREAS, a First Amendment to the Protective Covenants for The Pines at Kimball Bridge, Units One through 5 was recorded in Deed Book 24261, Page 344 of the Fulton County, Georgia land records; and,

WHEREAS, the Protective Covenants for The Pines at Kimball Bridge, Units One through 5 was further amended by an amendment recorded in Deed Book 49131, Page 101 of the Fulton County, Georgia land records; and,

WHEREAS, once again, the Lot Owners in The Pines at Kimball Bridge community wish to amend the Declaration; and,

WHEREAS, Section 18 of the Declaration states that the Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners and that any amendment must be recorded; and,

WHEREAS, 66% of the Lot Owners within The Pines at Kimball Bridge community desire to adopt this amendment to Declaration; and,

WHEREAS, The Pines Homeowners Association, Inc. ("Association") is the representative body of the Lot Owners within The Pines at Kimball Bridge community.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Section 23 and 28 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

23. Vehicles/Parking

No commercial vehicles of any kind shall be permitted on any lot or within the right-of-way of any street in The Pines at Kimball Bridge community except: (1) in garages or as otherwise approved by the Board; or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies, for the purpose of providing services to a lot. Commercial vehicles shall include, but are not limited to, buses, taxis, hearses, limousines, panel or commercial pickup trucks, work trailers, trucks with a cargo-load capacity of one ton or more, full size vans (excluding vans used by handicapped persons, mini vans or sport utility vehicles used as passenger vehicles and

receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (i.e., tool boxes, ladders, etc.), and vehicles with commercial writings or advertising signs on their exteriors (except for law enforcement vehicles marked as such). Prohibited advertising signs include but are not limited to the following: advertising wrap placed on all or a portion of a vehicle, magnetic signs placed on a vehicle, signs placed inside the vehicle that are visible from outside of the vehicle and bumper stickers larger than 36 square inches.

No trailers, towed vehicles, vehicles with roof racks (except personal mini vans and cars), house trailers, boat trailers, mobile homes, recreational vehicles, campers, trucks, trucks with camper tops, motor homes with camper tops, boats, boat trailers, jet-skis, motorcycles, mini-bikes, scooters, go-carts, golf carts, buses, or like equipment, shall be permitted on any lot or within the right-of-way of any street in the subdivision unless such vehicles or equipment are kept in a garage concealed from view from neighboring residents and streets.

No vehicles parked or stored in open view on residential property or the right of way of any street in the subdivision may be concealed with a vehicle cover.

All vehicles must be in working order and may not be unsightly. Disabled and stored vehicles are prohibited from being parked in The Pines at Kimball Bridge community except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in The Pines at Kimball Bridge community, other than in a garage, for more than 14 consecutive days without prior written consent of the Board. No vehicle maintenance or repair may occur on subdivision streets.

Personal (Non-Commercial) automobiles only may be parked in garages, driveways on lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass, landscaped areas, or unpaved areas on Lots. Guest vehicles are allowed temporary street parking (8 hours or less). Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways, mailboxes, traffic or fire hydrants. Absolutely no vehicles are to remain on subdivision streets for a period in excess of 8 hours.

No additional parking area shall be added to or utilized on a lot.

All parking and vehicles shall be subject to such rules and regulations as established by the Board of Directors for The Pines Homeowners Association, Inc. All homeowners and their tenants are bound by all covenants and by-laws of The Pines at Kimball Bridge community. Any homeowners and their tenants that fail to comply with all covenants and by-laws in their entirety are subject to legal action, property liens, fines and penalties, etc. imposed at the discretion of the Board of Directors.

The Board of Directors will provide written notification to both the homeowner and tenant when they are in violation of a covenant or by-law. The homeowner and tenant have 10 days from the date on the written notification sent by the Board to take corrective action on a covenant or by-law violation before further action by the Board is taken.

2.

All other provisions of the Declaration remain the same.

IN WITNESS WHEREOF, the undersigned officers of The Pines Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Lot Owners within The Pines at Kimball Bridge community, with any required notices duly given.

This 3rd day of May, 2014.

**THE PINES HOMEOWNERS
ASSOCIATION, INC.**

Sworn to and subscribed to before
me this 3rd day of May,
2014.

By: Joel C Hardy (Seal)
President

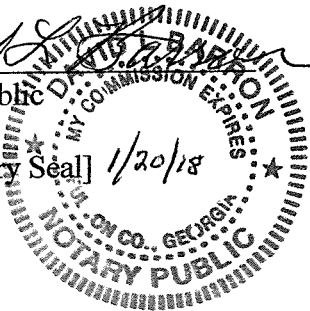
Attest: Cynthia Shubert (Seal)
Secretary

Ken Figue
Witness

[Signature]
Notary Public

[Notary Seal]

1/20/18



[CORPORATE SEAL]