



WATERSIDE

February 6, 2008

Hello Waterside Residents!

The HOA Board is pleased to announce the successful passing of three new amendments to the Waterside covenants. Copies of the amendments are included with this mailing. A couple of important highlights include the following:

1. Any home that was listed for sale prior to January 31, 2008, will not have the \$250 fee applied to the purchaser of the home. All homes sold beginning February 1, 2008, will have the fee applied to the purchaser of the home.
2. Regarding the amendment pertaining to the restriction of commercial vehicles on homeowner lots, if you own or operate a vehicle that is marked in any way, you will need to mail or email in a photo of the vehicle, your name, address, company name, vehicle year, make model and tag number to Jenni Clemons at Today Management:

Jenni Clemons, CMCA
Managing Agent
Today Management
10904 Crabapple Road, Roswell, GA 30075
770-998-2924, ext. 133
jclemons@todaymanagementinc.com

This provision will only apply to vehicles that were identified prior to January 31, 2008. Homeowners will have until February 29, 2008 to forward the information to Today Management. Otherwise, the HOA Board will view your marked vehicle as in violation of the amended covenant and will be fined until the vehicle is removed.

Please feel free to contact me with any questions related to these or any other issues in the community. Thanks.

Regards,

Josh Cahill
VP of Communications – Waterside HOA
ugacahill@yahoo.com

RECEIVED



JAN 31 2006

CATHERINE HORTON, O.B.G.

D.C.S.C. Fulton Co., Ga.

After Recording Return To:
The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005
ATTN: MRC

Cross Reference:
Deed Book 28440, Page 284

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR WATERSIDE SUBDIVISION**

This Amendment to the Declaration of Protective Covenants for Waterside Subdivision (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, D.R Horton, Inc.-Torrey, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Protective Covenants for Waterside Subdivision filed on January 27, 2000, in Deed Book 28440, Page 284 of the Fulton County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Waterside Homeowners' Association, Inc. (hereafter referred to as "Association") is the homeowners association defined and identified in the Declaration;

WHEREAS, pursuant to Paragraph 12(d.), of the Declaration, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of the Owners of at least two thirds (2/3) of the Lots in the Association and the consent of the Declarant, so long as Declarant owns any property within the Community or which may become part of the Community pursuant to Paragraph 9.;

WHEREAS, this Amendment has been approved by at least two thirds (2/3) of the Lots in the Association, which are evidenced by consent forms which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference;

FILE COPY

Paragraph 16 is amended by striking the same in its entirety and substituting the following therefor:

16. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the initiation fee shall be two hundred and fifty (\$250.00) dollars, to be paid in the year of the conveyance of ownership occurs. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, child, or a corporation, partnership, company, or legal entity in which the Owner is a principal; no initiation fee shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot; and no initiation fee shall be due from any Owner who has owned a Lot in the Community and who obtains title to a different Lot in the Community.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 18 day of January, 2008.

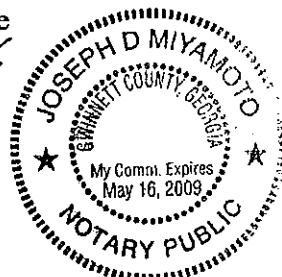
WATERSIDE HOMEOWNERS
ASSOCIATION, INC.

Mark P. Carroll
Signature of President
Print Name: Mark P. Carroll

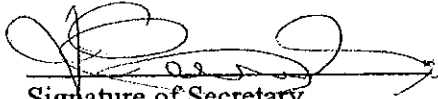
Sworn to and subscribed before me
this 18 day of January, 2008.

Witness: _____

[Signature]
Notary Public



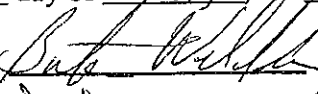
[SIGNATURES CONTINUE ON NEXT PAGE]

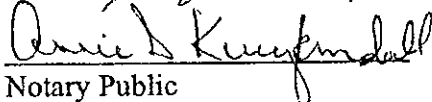


Signature of Secretary

Print Name: JASON EISENBERG

Sworn to and subscribed before me
this 17 day of January, 2008

Witness: 



Notary Public

expires 7-31-09