

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

Cross Reference:  
Deed Book 17243, Page 001

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF**  
**PROTECTIVE COVENANTS FOR CRABAPPLE LAKE PARC**  
**(REGARDING USE OF LAKE)**

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

W I T N E S S E T H:

WHEREAS, Torrey/Lake Parc L.P., a Georgia limited partnership (hereafter referred to as "Declarant"), recorded the Declaration of Protective Covenants for Crabapple Lake Parc (hereafter referred to as "Declaration") on October 19, 1993, at Deed Book 17243, Page 001 of the Fulton County, Georgia land records;

WHEREAS, Article XII, Section 12.04 of the Declaration provides that the Declaration may be amended upon the written consent of the Owners of at least two-thirds (2/3) of the Lots and the consent of the Declarant, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community;

WHEREAS, Owners of at least two-thirds (2/3) of the Lots have approved this Amendment by written consent;

WHEREAS, the consent of Declarant is not necessary for the approval of this Amendment since Declarant neither owns any property for development and/or sale in the Community nor has the right to unilaterally annex additional property to the Community; and

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

1.

**Article VI, Section 6.32 is amended by striking same in its entirety and substituting the following therefor:**

6.32. Lake. Permitted use of the Lake by Owners in the Community shall be limited only to fishing and boating. No motorized boat of any kind shall be permitted, including boats with gas or electric motors; provided, however, the prohibition against motorized boats shall not apply to the Association which may use a motorized boat for maintenance purposes. No other use of the Lake shall be permitted, including, but not limited to, swimming, skating, and irrigation of any Lot. Access to the Lake for permitted use shall be from within an easement in the Community or from Common Property adjacent to the Lake. The Owner of any Lake Lot may access the Lake from such Lake Lot. Retaining walls, docks and similar structures shall not be installed on the Lake Lots without the prior written approval of the Architectural Review Committee. Notwithstanding anything contained in the Declaration to the contrary, no vegetable garden, hammock, statuary, swing set, play set, or similar play equipment, basketball goal or similar athletic equipment, dog house, other pet enclosure, sign, or any other structure or thing which, in the sole discretion of the Architectural Review Committee, tends to detract from the appearance of the Community, and especially the Lake, shall be permitted on any Lake Lot without prior written approval of the Architectural Review Committee. Only one boat may be stored on a Lake Lot, behind the residence located thereon, unless kept in an enclosed garage or other storage facility approved by the Architectural Review Committee. No boat may be left overnight on a Lake Lot or Common Property within twenty-five feet of the high water mark of the Lake.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CRABAPPLE LAKE PARC  
COMMUNITY ASSOCIATION, INC.

\_\_\_\_\_  
Signature of President  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Secretary  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public