

After Recording Return To:

The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005

Cross Reference:
Deed Book 6851, Page 059

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR WHITEHAWK**

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

W I T N E S S E T H:

WHEREAS, Roberts L.P., a California limited partnership (hereafter referred to as Declarant"), recorded a Declaration of Protective Covenants for WhiteHawk (hereafter referred to as "Declaration") on November 1, 1991 in Deed Book 6851, Page 059 of the Gwinnett County property records; and

WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, 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 WhiteHawk Community or has the right to unilaterally annex additional property to the WhiteHawk Community; and

WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

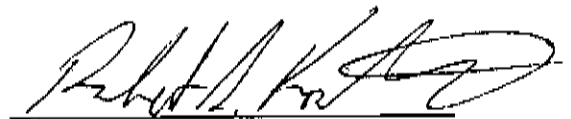
1.

Article I is amended by adding thereto the following:

(p) "Georgia Property Owners' Association Act" or "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified. WhiteHawk is a residential property owners development which is hereby submitted to the Act. The Community and Declaration are accordingly submitted to the Act.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.

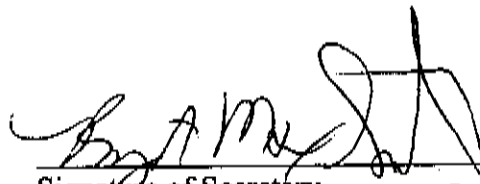
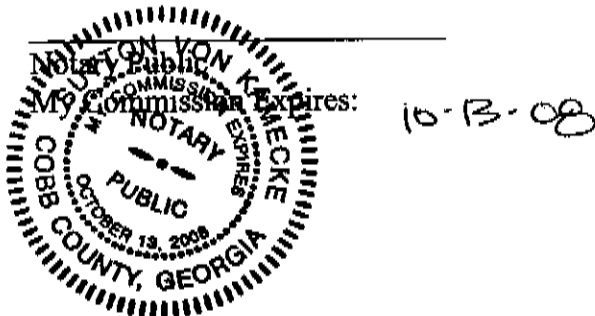


Signature of President

Print Name: Robert A. Kater

Sworn to and subscribed before me
this 2ND day of MARCH, 2005

Witness:

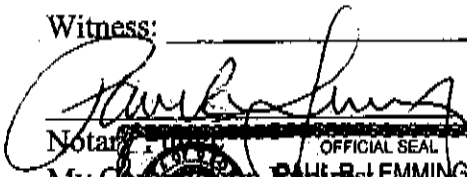


Signature of Secretary

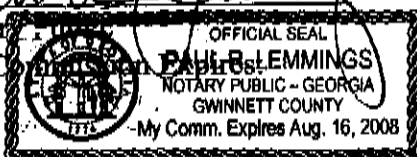
Print Name: Bryant Max Smith

Sworn to and subscribed before me
this 2nd day of March, 2005.

Witness:



Notary
My Comm.



After Recording Return To:

Cross Reference:
Deed Book 6851, Page

059
The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005

STATE OF GEORGIA

COUNTY OF GWINNETT

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WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, 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 WhiteHawk Community or has the right to unilaterally annex additional property to the WhiteHawk Community; and

WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

1.

Article XII, Section 1 is amended by adding thereto the following:

All costs of enforcement incurred by the Association, including attorney's fees actually incurred, may be specifically assessed against the violating Owner or other Person, regardless of whether an action in law or equity is filed by the Association.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.



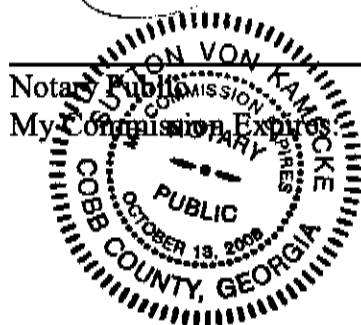
Signature of President

Print Name: Robert T. Katur

Sworn to and subscribed before me
this 2nd day of MARCH, 2005

Witness:

Notary Public
My Commission Expires:



10-13-08 OK



Signature of Secretary

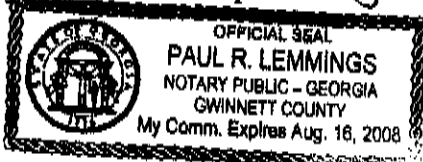
Print Name: BRYANT MAX SMITH

Sworn to and subscribed before me
this 7th day of MARCH, 2005

Witness:

Notary Public

My Commission Expires:



After Recording Return To:

Cross Reference:
Deed Book 6851, Page 059

The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
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STATE OF GEORGIA

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WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, 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 WhiteHawk Community or has the right to unilaterally annex additional property to the WhiteHawk Community; and

WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

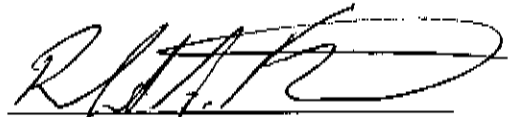
1.

Article XII is amended by adding thereto the following as Section 19:

Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety within the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security within the Community. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.

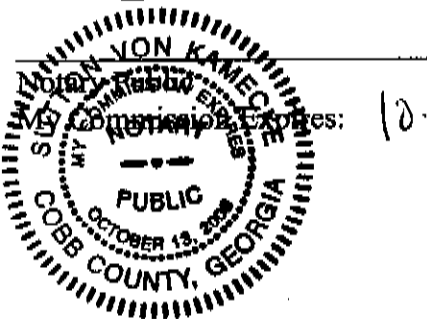


Signature of President

Print Name: Robert T Kontur

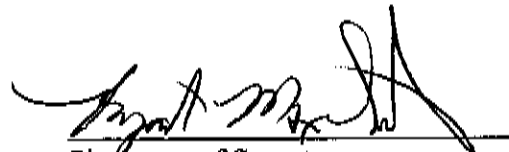
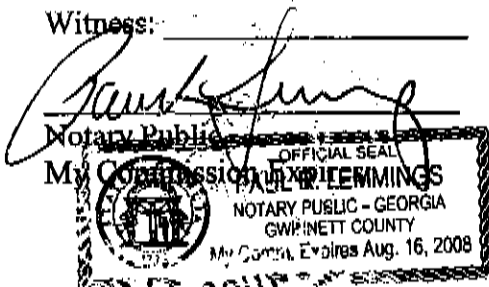
Sworn to and subscribed before me
this 2nd day of MARCH, 2005

Witness:



Sworn to and subscribed before me
this 2nd day of March, 2005.

Witness:



Signature of Secretary

Print Name: Bryant Max Smith

After Recording Return To:

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2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005

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STATE OF GEORGIA

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WITNESSETH:

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WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, 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 WhiteHawk Community or has the right to unilaterally annex additional property to the WhiteHawk Community; and

WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

1.

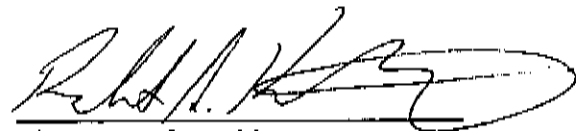
Article VI is amended by adding thereto the following as Section 31:

Number of Occupants. The maximum number of occupants in a dwelling on a Lot shall be limited to two (2) people per bedroom in the dwelling. The number of bedrooms in a dwelling shall be based upon the original building plans of the dwelling. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall apply to all dwellings within the Community, including dwellings that are being leased as provided herein; provided, however this occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the date this Amendment is recorded in the Gwinnett County, Georgia property records. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

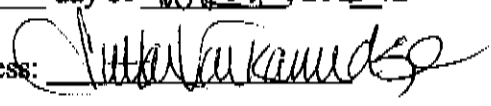
Dated this 2 day of March, 2005.



Signature of President

Print Name: Robert A. Kontur

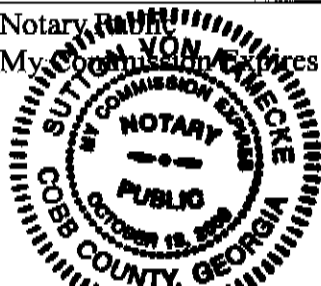
Sworn to and subscribed before me
this 2ND day of MARCH, 2005

Witness: 

Notary Public

My Commission Expires:

10-13-08



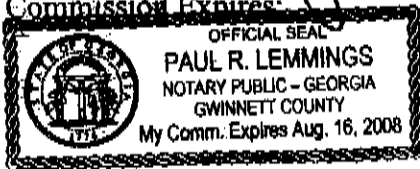
Raymond Max Smith
Signature of Secretary
Print Name: Raymond Max Smith

Sworn to and subscribed before me
this 7th day of March, 2005.

Witness: _____

Paul R. Lemmings
Notary Public

My Commission Expires: _____



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Cross Reference:
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WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

Article VI, Section 10 is amended by striking same in its entirety and substituting therefor the following:

Prohibition of Damage, Nuisance and Noise. Noxious, destructive, offensive or unsanitary activity shall not be carried on within the Community. No Owner or Person may use or allow the use of a Lot at any time, in any way, which may endanger the health or property of other Owners or Persons, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Persons, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Persons a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, raucous behavior or insobriety either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in a dwelling on any other Lot;
- (ii) Any threatening or intimidating conduct towards any Owner, Person, guest or pet within the Community;
- (iii) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property within the Community or which creates any threat to health or safety of any other Owner, Person or pet; or
- (iv) Any conduct which creates any noxious or offensive odor either outside of a Lot at any time or within a Lot if such odors can be detected in the normal course of activities on any other Lot.
- (v) Speakers, horns, sirens, whistles, bells, amplifiers or other sound devices, except as such devices may be used exclusively for security purposes;

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or other Person to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal or property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Person against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Person has not personally pursued all available remedies against the violator for redress provided under Georgia law.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.



Signature of President

Print Name: ROBERT A. KRATUK

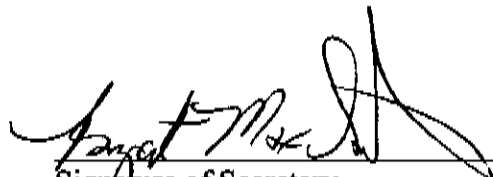
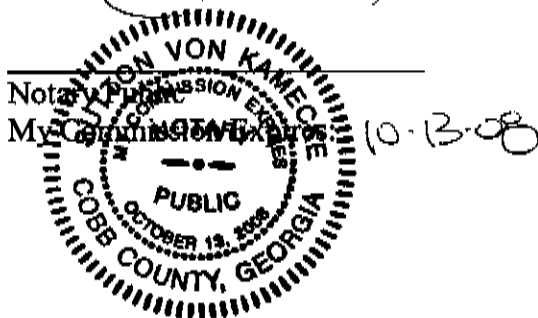
Sworn to and subscribed before me
this 2ND day of MARCH, 2005

Witness:



Notary Public

My Commission Expires:



Signature of Secretary

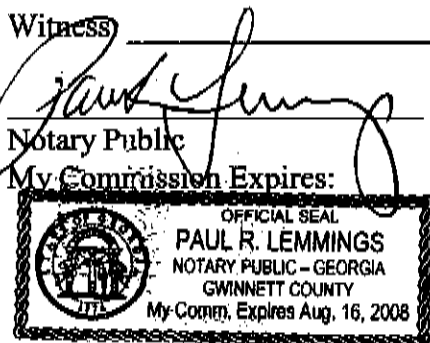
Print Name: BRYANT MAT SMITH

Sworn to and subscribed before me
this 7th day of March 2005.

Witness:

Notary Public

My Commission Expires:



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WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

1.

Article VI, Section 7 is amended by striking same in its entirety and substituting therefor the following:

In order to protect the equity of the individual Lot Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogeneous residential community of predominantly owner-occupied homes, and to prevent the Community from assuming the character of a renter-occupied complex, leasing of Lots shall be governed by the restrictions imposed by this Section.

Except as provided herein, the leasing of Lots shall be prohibited.

(A) Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence.

(B) Undue Hardship. The Board shall be empowered to allow reasonable leasing of Lots, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which would constitute "undue hardship" are those in which (1) an Owner must relocate his or her residence for employment purposes and cannot, within one hundred and eighty (180) days from the date the Lot was placed on the market, sell the Lot for a price no greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When leasing is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors, and the Board of Directors shall be empowered to bring an eviction proceeding against any Person who has leased a Lot in violation of this Section.

(C) Leasing Provisions. Such leasing as approved by the Board of Directors in order to avoid undue hardship shall be governed by the following provisions:

(1) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. Within ten (10) days from the execution of the approved lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees.

(2) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. No transient tenants may be accommodated in a Lot. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. All leases shall be for a period of at least six (6) months, except with written Board approval. The Lot Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations, and the lease form shall provide that the Owner has done so.

(3) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot in the Community shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the owner of the premises during the term of the agreement and any other period of occupancy by lessee.

(b) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to WhiteHawk Community Association, Inc., acting through the Board, the power and authority of enforcement

against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hercof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(c) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(D) Applicability of this Section. Leases existing on the date which this Amendment is recorded in the Gwinnett County, Georgia property records shall not be subject to the terms of Section and such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Section. Any Owner of a Lot which is leased on the effective date of this Declaration shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Gwinnett County, Georgia property records.

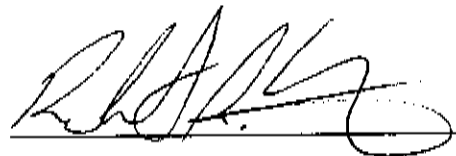
2.

Article XII, Section 14 is amended by striking same in its entirety and substituting therefor the following:

Notice of Sale. In the event an Owner sells such Owner's Lot, the Owners shall give to the Association, in writing, prior to the effective date of such sale, the name of the purchaser of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require. The names of lessees shall be provided to the Board as set forth within Article VI, Section 7, as amended.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.

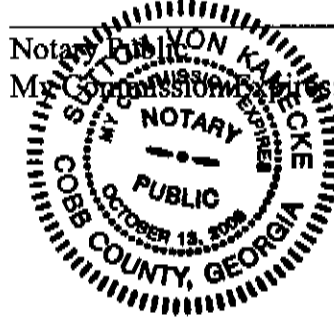
A handwritten signature in dark ink, appearing to be "R. H. A. K.", written over a horizontal line.

Signature of President

Print Name: Robert Kontur

Sworn to and subscribed before me
this 20 day of MARCH, 2005

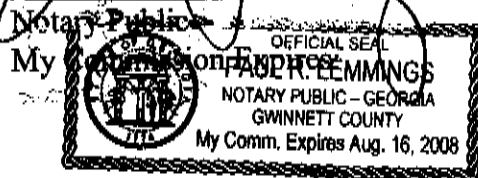
Witness: Vittoria Kauricke



Beyant Max Smith
Signature of Secretary
Print Name: Beyant Max Smith

Sworn to and subscribed before me
this 7th day of March, 2005.

Witness: Paula Jennings



After Recording Return To:

The Lueder Law Firm, LLC
2050 Marconi Drive, Suite 300
Alpharetta, Georgia 30005

Cross Reference:
Deed Book 6851, Page 059

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR WHITEHAWK**

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

WITNESSETH:

WHEREAS, Roberts L.P., a California limited partnership (hereafter referred to as Declarant"), recorded a Declaration of Protective Covenants for WhiteHawk (hereafter referred to as "Declaration") on November 1, 1991 in Deed Book 6851, Page 059 of the Gwinnett County property records; and

WHEREAS, Article XII, Section 4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, 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 WhiteHawk Community or has the right to unilaterally annex additional property to the WhiteHawk Community; and

WHEREAS, the Declarant no longer owns property for development and/or sale in the WhiteHawk Community and no longer has the right to unilaterally annex additional property to the WhiteHawk Community as such right expired on November 1, 1998 in accordance with Article IX, Section 1 of the Declaration; and

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

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

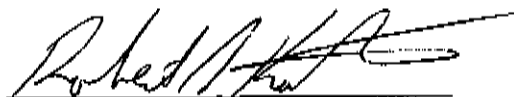
1.

Article VI, Section 12 is amended by striking same in its entirety and substituting therefor the following:

Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere within the Community without written approval of the Board of Directors or the Architectural Review Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained anywhere within the Community, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors within the Community, whether attached to a dwelling or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

IN WITNESS WHEREOF, this Amendment was approved by Owners of at least two-thirds (2/3) of the Lots.

Dated this 2 day of March, 2005.



Signature of President

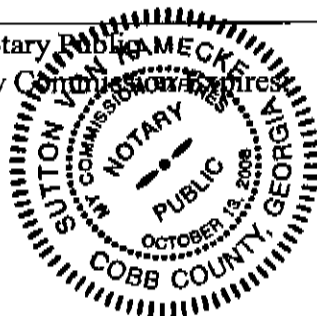
Print Name: Robert A. Karter

Sworn to and subscribed before me
this 2nd day of MARCH, 2005.

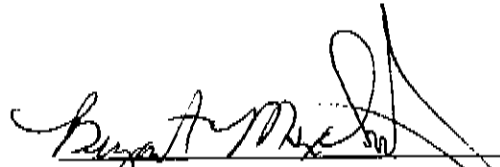
Witness: 

Notary Public

My Commission Expires

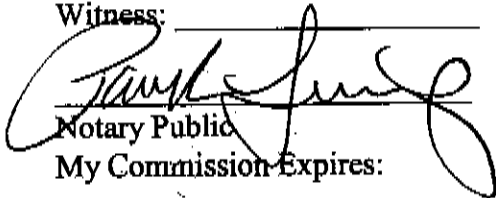


10-13-08


Signature of Secretary
Print Name: Bryant Max Smith

Sworn to and subscribed before me
this 27th day of March, 2005.

Witness: _____


Notary Public
My Commission Expires: _____

