

FILED AND RECORDED

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Jay C. Stephenson  
COBB SUPERIOR COURT CLERK

*Book of Clay*

Cross reference:

Deed Book 7737, page 321;  
Deed Book 6574, page 244;  
Deed Book 6685, page 330;  
Deed Book 6872, page 83;  
Cobb County, Georgia Records.

STATE OF GEORGIA

COUNTY OF COBB

*1800*

**THIRD AMENDMENT AND RESTATEMENT  
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR AUSTIN LAKE SUBDIVISION**

THIS AMENDMENT, is made and entered into as of the *22nd* day of July, 1997, by AUSTIN LAKE DEVELOPMENT COMPANY, a joint venture composed of Austin Ventures, Inc., a Georgia corporation and Redden Ventures, Inc., a Georgia corporation (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision, dated March 26, 1992, filed April 8, 1992, in Deed Book 6574, page 244 and re-recorded in Deed Book 6685, page 330, Cobb County, Georgia Records (hereinafter referred to as the "Declaration"), which was amended by First Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision, dated September 25, 1992, filed September 28, 1992, recorded in Deed Book 6872, page 83, which was further amended by Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision, dated October 27, 1993, filed November 3, 1993, recorded in Deed Book 7737, page 321; and

WHEREAS, the Declaration provides that this Declaration may be amended unilaterally at any time and from time to time by Declarant; and

WHEREAS, the Declaration provides in Section 10.10(e) thereof that the rights of this Declaration may be extended to other real property by Declarant's submission of additional real property to the right, privileges, and obligations contained in the Declaration; and

WHEREAS, Declarant desires to add real property to this Declaration which shall serve as common area including the swimming pool and surrounding property, known as the "Landscape Area" and "Recreation Area";

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WHEREAS, Declarant desires to add additional real property to this Declaration which shall serve as additional common area including the lake known as "Austin Lake";

NOW, THEREFORE, Declarant hereby amends the Declaration pursuant to the authority set forth in the Declaration as follows:

1. Landscape and Recreation Area. The real property located in Land Lots 338 and 383, 17th District, 2nd Section, Cobb County, Georgia including the landscaped entrance way, common area and swimming pool of Austin Lake Subdivision, and as described in the plat survey of Austin Lakes Subdivision by John Gaskins, filed in Superior Court of Cobb County on February 18, 1997, recorded in Plat Book 138, Page 12, which description is incorporated herein by this reference (the "Landscape and Recreation Area") is hereby deeded to the Association, free and clear of any debt or other liens, and is hereby subjected to the covenants, conditions, limitations, restrictions, easements, liens, charges, rights and privileges hereby declared to insure the use of the real property as a high quality, low density, residential development all as contained in the Declaration. Upon the submission, the Recreation Area shall be subject to and governed by the Declaration as if included herein ab initio.

2. Austin Lake. The real property located in Land Lots 410 and 411, 17th District, 2nd Section, Cobb County, Georgia including the lake commonly known as Austin Lake, and more particularly described in Exhibit "A" attached hereto ("Austin Lake") is hereby deeded to the Association, free and clear of any debt or other liens, and is hereby subjected to the covenants, conditions, limitations, restrictions, easements, liens, charges, rights and privileges hereby declared to insure the use of the real property as a high quality, low density, residential development all as contained in the Declaration. Upon the submission, Austin Lake shall be subject to and governed by the Declaration as if included herein ab initio.

3. Ownership of Austin Lake and the Landscape and Recreation Area. In accordance with Section 5.01 of the Declaration, the Association shall own Austin Lake and the Landscape and Recreation Area.

4. Use of Austin Lake and the Landscape and Recreation Area. In accordance with Section 5.02, Austin Lake and the Landscape and Recreation Area shall be used as green space for the beautification of the Property and for recreational purposes, subject to the right of the Association to provide for alternative or additional uses and to impose reasonable rules and regulations with respect to Austin Lake and the Landscape and Recreation Area, as provided for herein and to be determined in the future.

5. Maintenance of the Austin Lake and the Landscape and Recreation Area. In accordance with Section 5.03, Austin Lake and the Landscape and Recreation Area shall be maintained by the Association, which may select a maintenance committee of not more than three (3) members to supervise and coordinate the routine maintenance and repair of Austin Lake and the Landscape and Recreation Area, which shall at all times be maintained in a neat, orderly, and attractive condition.

6. Insurance. In accordance with Section 5.04 of the Declaration, the Association shall obtain and maintain in full force and effect public liability insurance covering Austin Lake and the Landscape and Recreation Area and all damage or injury caused by the owners, their families, members, guests, agents and invitees on or about Austin Lake and the Landscape and Recreation Area. Such liability insurance shall have at least \$500,000.00 of coverage with respect to the injury or death of any one person, \$1,000,000.00 with respect to any one occurrence of bodily injury or death, and \$50,000.00 with respect to property damage or such other minimums as may be determined from time to time by the Association. Each Owner shall indemnify and hold the other owners and Declarant harmless from and against all claims, suits, judgments, losses, and costs and expenses resulting from or arising in connection with the activity of such Owner and its family members, guests, agents and invitees on or about Austin Lake and the Landscape and Recreation Area.

7. Austin Lake. This Section of the Declaration and rules, use restrictions, and design guidelines issued by the Association and the Architectural Control Committee shall govern the use of Austin Lake. The following provisions shall govern the use of Austin Lake:

- (a) Owners are prohibited from withdrawing water from Austin Lake for irrigation of lawns and gardens on a Lot or for any other purpose.
- (b) Retaining walls and similar structures shall not be installed without the prior written approval of the Architectural Control Committee.
- (c) No ice skating or water skiing shall be permitted on Austin Lake.
- (d) Owners may fish in Austin Lake provided any such Owner has obtained such licenses as may be required by any governmental entity.
- (e) No docks shall be permitted on any portion of the common area except docks originally installed by Declarant or its designees.
- (f) Owners of Lots may construct docks on the Owner's Lot, provided the Owners request and obtain approval of Declarant and the Architectural Control Committee for the dock construction.
- (g) No boats with gasoline-powered motors or boats over ten (10) feet in length shall be permitted on Austin Lake. Sailboats and row boats are permitted.
- (h) Boats with motors may have only electric motors. Jet skis and all other gasoline-powered craft are prohibited.
- (i) No swimming shall be permitted in Austin Lake at any time.

(j) Hours of Austin Lake use shall be from 10:00 a.m. until dark, or any other reasonable hours determined by the Association.

(k) All children under the age of twelve (12) shall be supervised by an adult at or near Austin Lake.

(l) No automobiles or motor vehicles of any type shall be driven on or parked at the dam.

(m) No alcohol products shall be consumed at or near Austin Lake.

(n) No boats shall be left or stored in Austin Lake, but shall be removed and stored on the Owner's Lot.

Declarant, the Association, the board, and the officers, directors, members, employees, and agents of any of them, shall not be held liable in any manner whatsoever for, and hereby disclaims any and all such liability and responsibility for, any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of Austin Lake. Each Owner of a Lot, by acceptance of a deed therefor, on behalf of such Owner and such Owner's family members, guests, and invitees, hereby agrees not to bring any action or suit against Declarant, the Association, the board, or the officers, directors, members, employees, and agents of any of them, and hereby releases, remises, quitclaims, and covenants not to sue any or all of the foregoing, for any claims, demands, and causes of action arising out of or in connection with the authorized or unauthorized use of Austin Lake and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Notwithstanding anything contained in this Declaration to the contrary, the Association or the Architectural Control Committee, in enforcing the use restrictions contained in this Amendment and the Declaration or in promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lot which adjoins, abuts or contains any part of Austin Lake if, in the discretion of the Association or Architectural Control Committee, such is necessary to uphold the appearance of the entire community, and especially Austin Lake.

8. Effect of this Amendment. Except as specifically modified by this Amendment, all the terms and conditions of the Declaration are hereby restated in their entirety as originally written and shall remain in full force and effect to bind the Property, Austin Lake and the Landscape and Recreation Area.

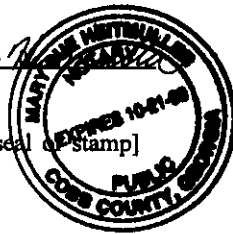
IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed and sealed as of the day and year first above written.

As to Austin Ventures, Inc.,  
signed sealed and delivered  
in the presence of:

Jennifer Harris  
Witness

Mary Sue Muller  
Notary Public

[Affix notarial seal or stamp]

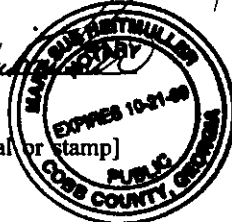


As to Redden Ventures, Inc.,  
signed, sealed and delivered  
in the presence of:

Raymond Redden  
Witness

Mary Sue Muller  
Notary Public

[Affix notarial seal or stamp]



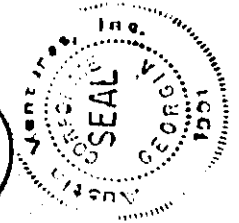
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AUSTIN LAKE DEVELOPMENT COMPANY,  
a joint venture

By: Austin Ventures, Inc.,  
a Georgia corporation

By: Chester A. Austin  
Chester A. Austin,  
President

[Corporate Seal]  
CORPORATE  
SEAL



By: REDDEN VENTURES, INC.,  
a Georgia corporation

By: Raymond Redden  
Raymond Redden,  
President

[Corporate Seal]  
CORPORATE  
SEAL

