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94 DEC 12 PM 1:10

Jay C. Stephenson

COBB SUPERIOR COURT CLERK

Return to:

Randolph A. Marks, Esq.
Two Midtown Plaza, Suite 1100
1360 Peachtree Street, N.E.
Atlanta, GA 30309

CROSS REFERENCE TO:

Deed Book 8357, Page 0417,
Cobb County, GA Records

STATE OF GEORGIA
COUNTY OF COBB

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR LEGACY PARK

THIS AMENDMENT, made and entered into as of the 5th day of
December, 1994, by LEGACY PARK OF GEORGIA, L.P., a Georgia
limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the "Declarant" under that certain
Declaration of Covenants, Conditions, and Restrictions for Legacy
Park, dated January 31, 1994, recorded in Deed Book 8357, Page
417, Cobb County, Georgia Records (herein referred to as the
"Declaration"); and

WHEREAS, Section 17.2(b) of the Declaration permits the
Declarant to amend the Declaration for any purpose, provided the
amendment has no material adverse effect upon any right of any
Owner (as defined in the Declaration) or title to any Unit (as
defined in the Declaration) without the consent of the affected
Owner;

NOW, THEREFORE, Declarant desires to amend the Declaration
as set forth herein:

1. A new Section 11.8 is hereby added to the Declaration:

11.8 Rezoning. For a period of ten (10)
years after the date of the first closing of a sale of
any portion of the Properties by Declarant to any
Builder, neither such Builder nor its successors,
successors-in-title, or assigns shall seek to obtain
any zoning change, modification or variance for such
portion of the Properties, or any part thereof, without
the prior written consent of Declarant.

2. The Declaration, as amended hereby, shall remain in
full force and effect.


for Amend fee 8823p.179

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IN WITNESS WHEREOF, Declarant has signed and sealed this instrument on the date first above written.

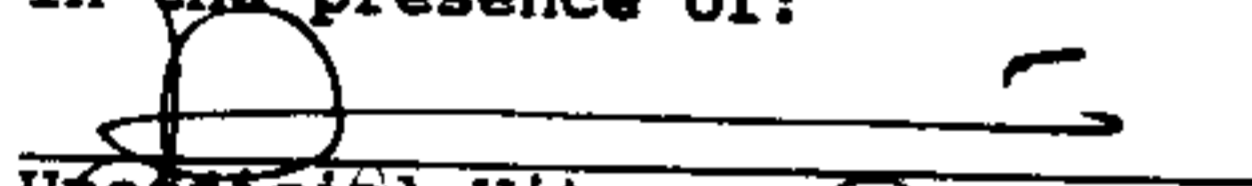
LEGACY PARK OF GEORGIA, L.P.


By: Legacy Park Macauley, Inc., a Georgia corporation, Its Sole General Partner

By: 
Stephen H. Macauley
Its: President and Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

Date of Execution by Notary Public: 12/8/94

My Commission Expires:

[NOTARIAL SEAL]



STATE OF GEORGIA

COUNTY OF COBB

CONSENT OF SECURITY DEED HOLDER

The undersigned, Bank South Mortgage, Inc. is the holder of the following (hereinafter, as heretofore and hereafter amended, referred to collectively as the "Loan Documents"):

(a) Deed to Secure Debt and Security Agreement, dated January 31, 1994, executed by Legacy Park of Georgia, L.P., a Georgia limited partnership, in favor of Bank South Mortgage, Inc., recorded in Deed Book 8007, Page 87, Cobb County, Georgia Records; and

(b) U.C.C. Financing Statement No. 94-785, between Legacy Park of Georgia, L.P., as debtor, and Bank South Mortgage, Inc., as secured party, filed in aforesaid records.

The undersigned hereby consents to the within and foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park, subordinates the Loan Documents to said First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park, and agrees that the undersigned shall not terminate said First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park upon foreclosure of the Loan Documents, or any one of them, or upon conveyance of the property encumbered thereby in lieu thereof. This Consent is binding upon the undersigned, its successors and assigns.

WITNESS the hand and seal of the undersigned.

Signed, sealed and delivered in the presence of:

BANK SOUTH MORTGAGE, INC.

[Signature]
Unofficial Witness

By: [Signature]
Title: Dir. of Int. Lending

[Signature]
Notary Public

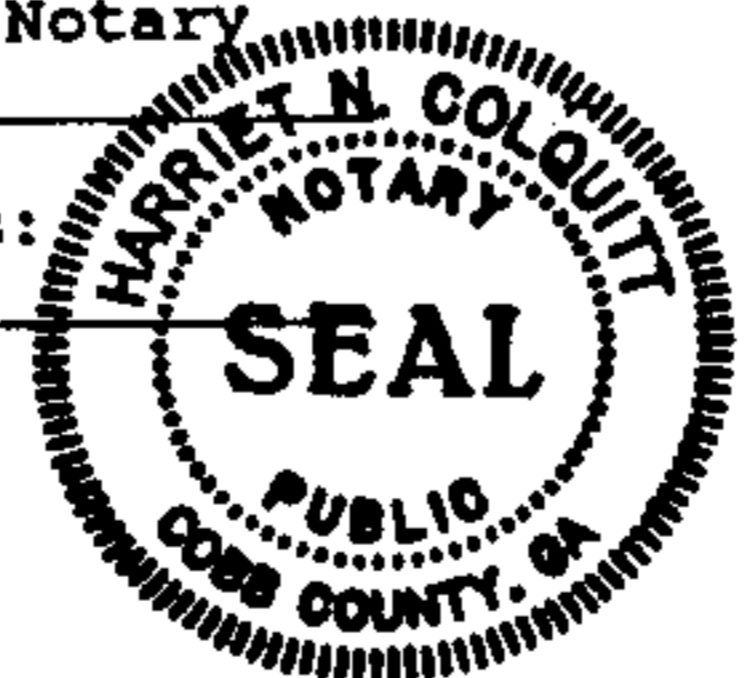
[CORPORATE SEAL]

Date of Execution of Notary Public: 12/9/94

Date of Execution: 12/9/94

My Commission Expires: _____

[NOTARIAL SEAL]



MY COMMISSION EXPIRES MAY 22, 1996

BK 8627 PG 0031



STATE OF GEORGIA

COUNTY OF COBB

CONSENT OF SECURITY DEED HOLDER

The undersigned, John F. Wieland is the holder of the following (hereinafter, as heretofore and hereafter amended, referred to collectively as the "Loan Documents"):

(a) Deed to Secure Debt and Security Agreement, dated January 31, 1994, executed by Legacy Park of Georgia, L.P., a Georgia limited partnership, in favor of John F. Wieland, recorded in Deed Book 8007, Page 112, Cobb County, Georgia Records; and

(b) U.C.C. Financing Statement No. 94-786, between Legacy Park of Georgia, L.P., as debtor, and John F. Wieland, as secured party, filed in aforesaid records.

The undersigned hereby consents to the within and foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park, subordinates the Loan Documents to said First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park, and agrees that the undersigned shall not terminate said First Amendment to Declaration of Covenants, Conditions and Restrictions for Legacy Park upon foreclosure of the Loan Documents, or any one of them, or upon conveyance of the property encumbered thereby in lieu thereof. This Consent is binding upon the undersigned, its successors and assigns.

WITNESS the hand and seal of the undersigned.

Signed, sealed and delivered in the presence of:

Richard [Signature]
Unofficial Witness

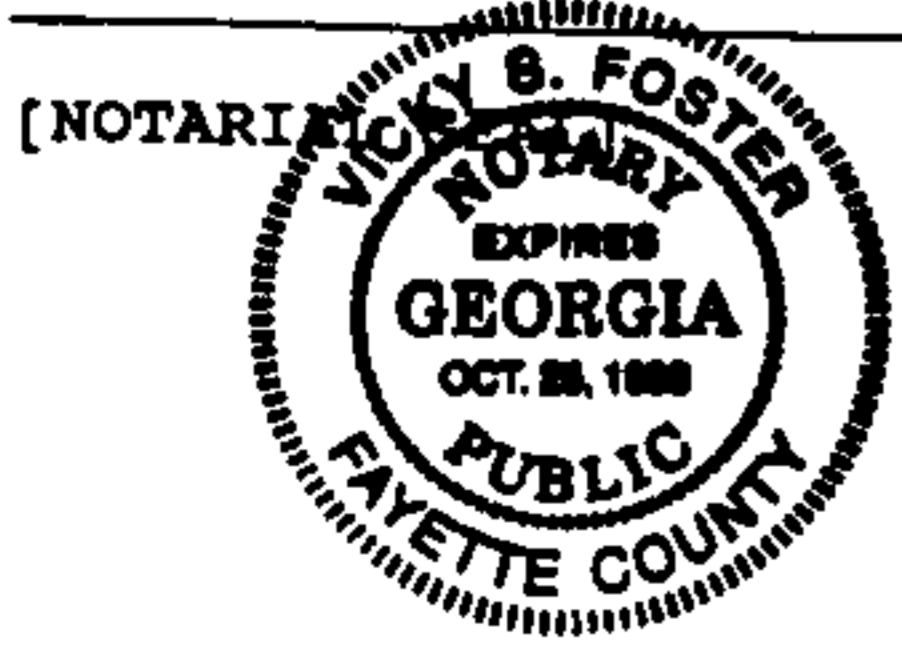
Vicky S. Foster
Notary Public

John F. Wieland [SEAL]
JOHN F. WIELAND

Date of Execution: 12/8/94

Date of Execution of Notary Public: 12/8/94

My Commission Expires: _____



BK 8627 PG 0032