

FILED AND RECORDED

WHEN RECORDED RETURN TO:

95 APR 19 PM 1:23

M. Maxine Hicks
Cofer, Beauchamp & Butler
Suite 200
99 West Paces Ferry Road, N.W.
Atlanta, Georgia 30303

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

9:00
RL
AFTER RECORDING RETURN TO:
SPECIALIZED TITLE SERVICES, INC.
7000 PEACHTREE DUNWOODY ROAD
SUITE 300 BUILDING #2
ATLANTA, GEORGIA 30328
ATTENTION 828
STS FILE # 100499

STATE OF GEORGIA
COUNTY OF COBB

REFERENCES: DEED BOOK 8357
PAGE 417
DEED BOOK 8627
PAGE 29

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LEGACY PARK**

THIS SECOND AMENDMENT is made this 3rd day of February, 1995, by Legacy Park of Georgia, L.P., a Georgia limited partnership (the "Declarant");

WITNESSETH

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Legacy Park which was recorded on July 11, 1994, in Deed Book 8357, Page 417, et seq. in the Office of the Clerk of the Superior Court of Cobb County, Georgia, and which was amended by an instrument recorded on December 12, 1994, in Deed Book 8627, Page 29, et seq. in the aforesaid records (such document as amended is herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Section 17.2(a) of the Declaration, the Declarant may unilaterally amend the Declaration so long as it still owns any portion of the property described in Exhibits "A" or "B" to the Declaration for development as part of the Properties, provided the amendment has no material adverse effect upon any right of any Owner or title to any Unit without the consent of the affected Owner (as those capitalized terms are defined in the Declaration); and

WHEREAS, Declarant still owns a portion of the property described in Exhibits "A" or "B" to the Declaration for development as part of the Properties; and

WHEREAS, the Declarant desires to amend the Declaration as set forth below; and

WHEREAS, this amendment has no material adverse effect upon any right of any Owner or title to any Unit;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration of Covenants, Conditions, and Restrictions for Legacy Park as follows:

1.

Section 10.3 of the Declaration is hereby amended by deleting the first sentence of the second paragraph of such section and substituting therefor the following:

BK 8823 PG 0179

The Base Assessment shall be levied equally against all Units subject to assessments; provided, each Unit shall be assessed at 50% of the full Base Assessment until the first day of the month following (a) the conveyance of the Unit to a Person who is not a Builder or Declarant; or (b) actual occupancy of the Unit by a Person who is not a Builder or Declarant or their employees or agents, whichever is earlier.

2.

Article XII of the Declaration is hereby amended by adding the following Section 12.5 immediately at the end thereof:

12.5. Signage. No sign of any kind shall be erected within the Properties without the prior written consent of the NCC or MC, as applicable, except:

- (a) such signs as may be required by legal proceedings; and
- (b) not more than one professional security sign of such size deemed reasonable by the Board in its sole discretion.

The Board, NCC and the Declarant may jointly or severally enforce this Section by any means specified in the Declaration, the By-Laws or the rules and regulations of the Association, including but not limited to self-help (removal of signs that are in violation of this Section), without notice to the Owner or occupant responsible for the violation. All costs incurred to bring the Unit into compliance shall be assessed against the Unit in accordance with Section 10.7 herein and neither the Board, NCC nor the Declarant shall be liable for damages resulting from enforcement of this provision.

3.

Section 13.6 of the Declaration is hereby amended by deleting the first sentence thereof and substituting therefor the following:

There are hereby reserved to Declarant (so long as the Declarant owns any property described on Exhibits "A" or "B" to this Declaration), the Association and the designees of each, non-exclusive easements for access, installation, pruning and other maintenance, removal and replacement of street trees and landscaping over those portions of the Properties lying adjacent to public road rights-of-way and consisting of a strip of land 50 feet in width and running the entire length of, and on both sides of, the loop road around the recreational and park area and running along the entire circumference of the lake ("Landscape Easement") and over such other portions of the Properties as are designated "Landscape and Access Easement" on the recorded plats of the Properties.

4.

Section 13.6 of the Declaration is also hereby amended by adding the following paragraph immediately at the end thereof:

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Declarant reserves unto itself and its designees the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of the easement granted or reserved under this Section 13.6, or (ii) to redefine the limits of any such easements.

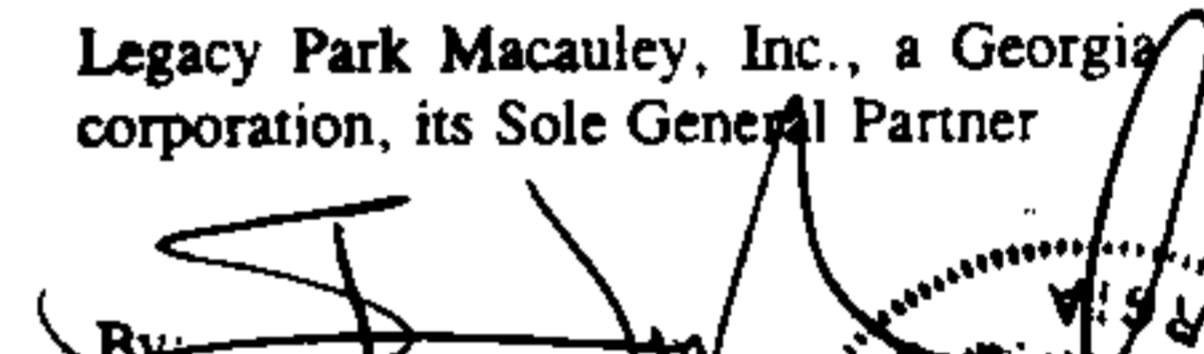
5.

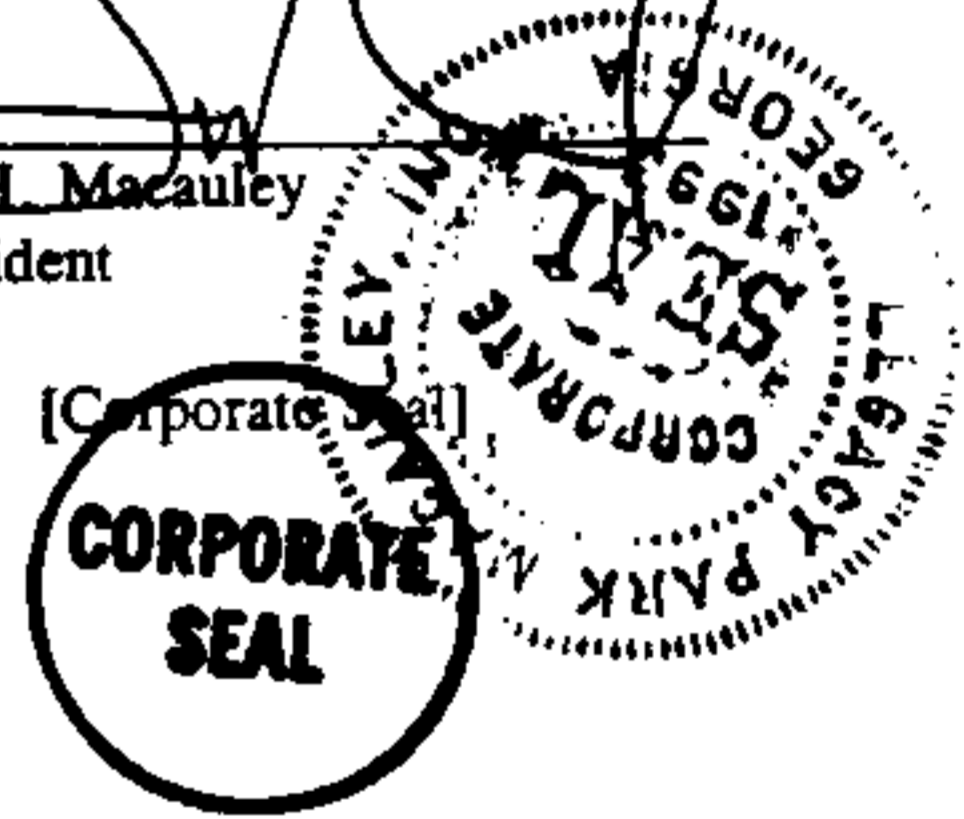
The definitions provided in Article I of the Declaration are incorporated herein by reference.

IN WITNESS WHEREOF, Legacy Park of Georgia, L.P., a Georgia limited partnership, as the Declarant, hereby executes this Amendment by and through its authorized representative on the date and year first above written.



DECLARANT: LEGACY PARK OF GEORGIA, L.P., a Georgia limited partnership

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


By: Stephen H. Macauley
Its: President

[Corporate Seal]


Signed, sealed, and delivered this
3rd day of February
1995, in the presence of:


WITNESS

NOTARY PUBLIC

My Commission Expires: _____
Notary Public, Cherokee County, Georgia
My Commission Expires Nov. 14, 1998

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