

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 30919, Page 576

STATE OF GEORGIA

COUNTY OF FULTON

**SECOND AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR MAGNOLIA PARK**

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

WITNESSETH:

WHEREAS, John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Protective Covenants for Magnolia Park on August 29, 2001, in Deed Book 30919, Page 576 of the Fulton County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Magnolia Park Neighborhood Association, Inc. (hereafter referred to as "Association") is the homeowners association identified in the Declaration;

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Units (other than Units of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as Declarant owns any property for the development and/or sale in the Community or has the right unilaterally to annex additional property to the Community);

WHEREAS, this Second Amendment has been approved by the affirmative vote of Owners of at least two-thirds (2/3) of the Units at a duly called meeting of the Association;

WHEREAS, as of the date of this Amendment, Declarant no longer owns any property for the development and/or sale in the Community;

WHEREAS, pursuant to Article IX, Section 1(a) of the Declaration, Declarant's right unilaterally to annex additional property to the Community expired on August 29, 2006; and

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

1.

Article IV, Section 9 of the Declaration is amended by striking same in its entirety and substituting the following therefor:

Section 9. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Unit, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) during the year in which this Second Amendment is recorded in the Fulton County, Georgia land records. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year for any transfer, conveyance, or sale that occurs during such fiscal year. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Unit. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Unit to an Owner's spouse, child, or sibling, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

2.

Article VI of the Declaration is amended by adding the following thereto as Section 28:

Section 28. Leasing. In order to protect the equity of the individual Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner-occupied homes, to prevent the Community from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Community be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Section.

(a) Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Unit 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. The Board of Directors is authorized to request

and receive documentation from an Owner demonstrating that any Occupant is the spouse, child or parent of the Owner. Such Owner shall comply with such request and provide the Association with such documentation.

(b) Restriction. No Owner who acquires his or her Unit after this Second Amendment is recorded in the Fulton County, Georgia land records may lease his or her Unit until the Owner has owned and occupied such Unit for a period of at least one (1) year.

(c) Leasing Provisions. Leasing of all Units shall be governed by the following provisions:

(1) General. Units may be leased only in their entirety; no fraction or portion may be rented. All leases shall be for a period of at least one (1) year, except with written Board approval. The Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations, and the written lease shall provide that the Owner has done so.

IN WITNESS WHEREOF, the undersigned hereby certify that the agreement of the required majority was lawfully obtained and that all notices required by the Georgia Property Owners' Association Act were properly given.

Dated this 17th day of October, 2019.

MAGNOLIA PARK NEIGHBORHOOD ASSOCIATION, INC.

[Handwritten Signature]

Signature

Title:

President

Print Name:

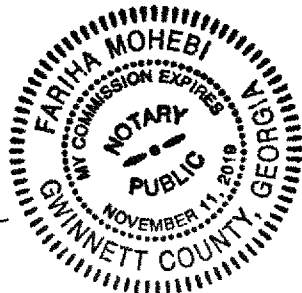
Thomas J. Clements

Sworn to and subscribed before me this 17th day of October, 2019


Witness:

[Handwritten Signature]

Notary Public



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

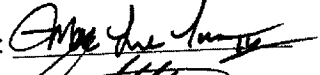


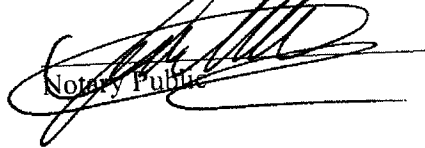
Signature

Title: TREASURER

Print Name: JOHN B. CONNORS

Sworn to and subscribed before me
this 17th day of OCTOBER, 2019

Witness: 


Notary Public

