

UPON RECORDING RETURN TO:
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DOROUGH & DOROUGH, LLC
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Decatur, Georgia 30030
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CROSS REFERENCE: Deed Book: 55184
Page: 166

SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
ST. ANDREWS

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. ANDREWS ("Amendment") is made this 7th day of February, 2017 by **ST. ANDREWS COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association"), **MJH HOMES, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for St. Andrews, which was recorded on July 20, 2015 in Deed Book 55184, Page 166, *et seq.*, Fulton County, Georgia land records; as amended by that certain First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for St. Andrews, recorded June 7, 2016 at Deed Book 56248, Page 610, *et seq.*, aforesaid records (hereinafter as such document may have been supplemented and/or amended from time to time, collectively referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

THE PURPOSE OF THIS AMENDMENT IS TO DELETE ANY AND ALL REFERENCES TO LIVE/WORK TOWNHOME UNITS IN THE DECLARATION.

WHEREAS, Article 12, Section 12.6(a) of the Declaration provides that the Declarant may unilaterally amend the Declaration for any other purpose; provided, however, such amendment shall not: (a) materially adversely affect the substantive rights of any Owner to use and enjoy his Unit under the Declaration; (b) adversely affect title to a Unit without the consent of the affected Owner; or (c) adversely affect the rights of the then holder of any security interest granted by Declarant encumbered any portion of the Community unless the holder consents in writing thereto; and

WHEREAS, Article 9, Section 9.9 of the Declaration provides that as long as the substantive rights of existing Owners are not materially adversely affected, the Declarant may unilaterally amend the Declaration to modify the provisions of Article 9; and

WHEREAS, the foregoing Amendment does not: (a) materially adversely affect the substantive rights of any Owner to use and enjoy his Unit hereunder; (b) adversely affect title to a Unit without the consent of the affected Owner; or (c) adversely affect the rights of the then holder of any security interest granted by Declarant encumbered any portion of the Community; and

WHEREAS, Declarant desires to amend the Declaration as set forth therein, as evidenced by the signatures attached hereto and by this reference incorporated herein;

NOW THEREFORE, the undersigned hereby adopt this Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for St. Andrews, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article 1, Section 1.11, entitled "Live/Work Townhome Unit," in its entirety.

2.

The Declaration is hereby amended by deleting Article 1, Section 1.20, entitled "Unit," in its entirety and replacing it with a new Section 1.20 to read as follows:

1.20 "Unit" shall mean either a Townhome Unit or a Detached Lot. The ownership of each Unit shall include, and there shall automatically pass with the title to each Unit as an appurtenance thereto, whether or not separately described, membership in the Association and all of the rights and interest of an Owner in and to the Common Property, as herein provided.

3.

The Declaration is hereby amended by deleting Article 7, Section 7.2, entitled "Residential Use," in its entirety and replacing it with a new Section 7.2 to read as follows:

7.2 Residential Use. Each Unit shall be used for residential purposes exclusively. Leasing of a Unit for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Unit, except that the Owner or Occupant residing at the Unit may conduct business activities within the residential dwelling located on such Unit so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Nothing in this Section 7.2 shall be construed as prohibiting the Declarant or any builder with the consent of Declarant from maintaining model homes, speculative housing, sales trailers or construction trailers on Units in the Community.

4.

The Declaration is hereby amended by deleting the first paragraph of Section 8.1 in its entirety and replacing it with a new paragraph to read as follows:

8.1 General. In order to protect the equity of the individual members, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as

such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Article. Units may be leased for residential purposes only.

5.

The Declaration is hereby amended by deleting Article 9, Section 9.1, entitled "General," in its entirety and replacing it with a new Section 9.1 to read as follows:

9.1 General. The provisions set forth in this Article shall be applicable only to the Townhome Units within the Community and shall be in addition to the other covenants, conditions, restrictions and easements set forth in this Declaration.

6.

The Declaration is hereby amended to delete Article 9, Section 9.7, entitled "Live/Work Townhome Units," in its entirety.

7.

Unless otherwise defined herein, the defined terms used in this Amendment shall have the same meaning as set forth in the Declaration.

8.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against all current Owners of Units subject to the Declaration.

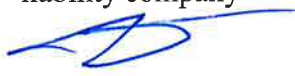
9.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant hereby consents to this Amendment under seal as of the date and year first written above.

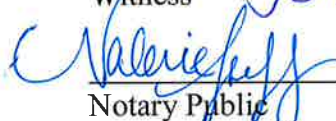
DECLARANT: MJH HOMES, LLC, a Georgia limited liability company

By:  (SEAL)
Print Name: Mante Hewett
Title: Manager

Signed, sealed and delivered
in the presence of:



Witness

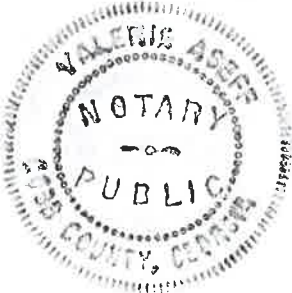


Notary Public

My Commission Expires: 9/29/2017

Notary Public
Cobb County, Georgia
My Commission Expires 09/29/2017

[AFFIX NOTARY SEAL]



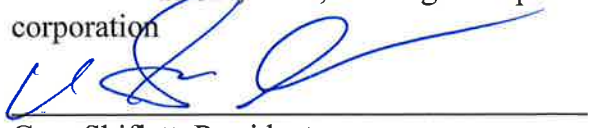
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby consents to and acknowledges the foregoing Amendment as of the 7th day of February, 2017.

ASSOCIATION:

ST. ANDREWS COMMUNITY
ASSOCIATION, INC., a Georgia nonprofit
corporation

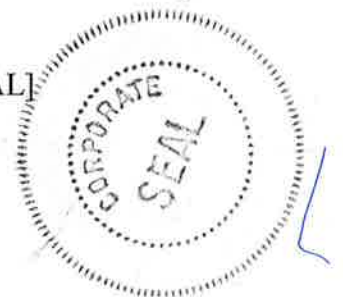
By:


Greg Shiflett, President

Attest:


Adam Brown, Secretary

[AFFIX CORPORATE SEAL]



Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: 9/29/2017

Notary Public
Cobb County, Georgia
My Commission Expires 09/29/2017

[AFFIX NOTARY SEAL]

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