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 Fee Amt: \$24.00 Page 1 of 6
 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct

BK **7211** PG **25-30**

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UPON RECORDING RETURN TO:

M. Larry Sprague
 Attorney at Law
 Fischer Development Company
 3940 Olympic Blvd., Ste. 100
 Erlanger, Kentucky 41018
 (859) 344-5968

Cross Reference:

Deed Book 6857, Page 107
 Deed Book 7192, Page 459

**SECOND AMENDMENT
 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
 RESERVATION OF EASEMENTS
 FOR
 BARRETT LANDING**

THIS SECOND AMENDMENT (hereinafter referred to as "Second Amendment") is made this 21st day of November, 2014 by **GRAND COMMUNITIES, LTD.**, a Kentucky limited partnership (hereinafter referred to as "Declarant") and **BARRETT LANDING HOMEOWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Barrett Landing, which was recorded on October 9, 2013 at Deed Book 6857, Page 107, Forsyth County, Georgia land records; as amended by Declarant pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Barrett Landing which was recorded on November 14, 2014 at Deed Book 7192, Page 459, Forsyth County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is the association formed to govern and manage the Common Property of Barrett Landing Subdivision ("Subdivision"), which Subdivision is more particularly described on the attached Exhibit "A" made a part hereof; and

WHEREAS, Declarant and Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership ("Builder"), which has signed a Consent and Acknowledgment attached to this Second Amendment, own at least two-thirds (2/3) of all Lots in the Subdivision;

WHEREAS, pursuant to Section 14.2 of the Declaration, Declarant and the Association, with the consent of at least two-thirds (2/3) of Owners of the Lots, desire to amend the Declaration; and

WHEREAS, this Second Amendment does not materially adversely affect the substantive rights of any Owners under the Declaration, or adversely affect the title to any Lot; and

NOW THEREFORE, the Declarant and Association with the consent of the Builder, hereby adopt this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Barrett Landing, hereby declaring that all 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. Section 4.6, Working Capital Assessment, is deleted in its entirety and replaced with the following:

4.6 Working Capital Assessment. Upon the sale of each and every Lot after it has been improved with Dwelling Unit, a working capital contribution in an amount determined by the Board from time to time, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association ("Working Capital Assessment"). The Working Capital Assessment shall constitute a Specific Assessment against the Lot, shall be in addition to, not in lieu of, the Base Assessment and shall not be considered an advance payment of such Base Assessment. The Working Capital Assessment may be used by the Association for any purpose which provides a direct benefit to the Subdivision, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Working Capital Assessment shall not apply to the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, but shall not apply to the Owner acquiring title to the Lot from the foreclosing mortgage.


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

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

The balance of this page is intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the Declarant and Association have caused this Second Amendment to be executed by its duly authorized officer under seal as of the day and year first above written.

DECLARANT:
GRAND COMMUNITIES, LTD.
a Kentucky limited partnership
By: Fischer Development Company
a Kentucky corporation
Its: General Partner

By: 
Todd E. Huss, President

Owner of Barrett Landing Subdivision Lots:
3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 17 & 67

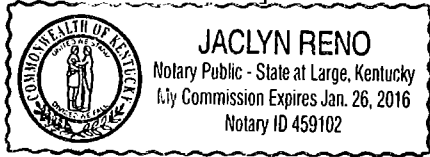
[AFFIX CORPORATE SEAL]



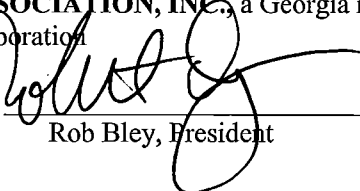
Signed, sealed, and delivered
in the presence of:


UNOFFICIAL WITNESS

Jaclyn Reno
NOTARY PUBLIC
My Commission Expires: 1/26/2016
[AFFIX NOTARY SEAL]



ASSOCIATION:
**BARRETT LANDING HOMEOWNERS
ASSOCIATION, INC.**, a Georgia non-profit
corporation

By: 
Rob Bley, President

Signed, sealed, and delivered
in the presence of:


UNOFFICIAL WITNESS

Jaclyn Reno
NOTARY PUBLIC
My Commission Expires: 1/26/2016
[AFFIX NOTARY SEAL]

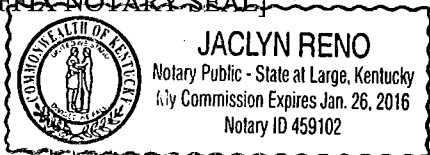


Exhibit "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lots 1241, 1242 and 1279 of the 3rd Land District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of Land Lots 1240, 1241, 1280 and 1281, said point marked by a ½ inch rebar pin found; THENCE traveling North 01 degrees 05 minutes 05 seconds West along the Land Lot Line common to Land Lots 1240 and 1241 for a distance of 1152.61 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said Land Lot Line South 89 degrees 08 minutes 38 seconds East for a distance of 416.26 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 89 degrees 07 minutes 36 seconds East for a distance of 416.19 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 89 degrees 08 minutes 33 seconds East for a distance of 416.22 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 89 degrees 09 minutes 19 seconds East for a distance of 309.99 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 01 degrees 06 minutes 52 seconds East for a distance of 187.78 feet to a point; THENCE South 01 degrees 07 minutes 59 seconds East for a distance of 187.29 feet to a point; THENCE South 01 degrees 07 minutes 59 seconds East for a distance of 74.28 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 26 degrees 02 minutes 58 seconds East for a distance of 117.16 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 89 degrees 04 minutes 45 seconds West for a distance of 180.32 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 06 degrees 58 minutes 44 seconds East for a distance of 281.73 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 04 degrees 08 minutes 32 seconds East for a distance of 281.74 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 42 degrees 35 minutes 32 seconds East for a distance of 25.53 feet to a point; THENCE South 42 degrees 35 minutes 32 seconds East for a distance of 129.28 feet to a point; THENCE along a curve to the left having a radius of 20.00 feet and an arc length of 31.18 feet, being subtended by a chord of South 87 degrees 15 minutes 18 seconds East for a distance of 28.12 feet to a point on the northwest right-of-way of Kelly Mill Road (80' right-of-way); THENCE traveling on said right-of-way along a curve to the left having a radius of 466.80 feet and an arc length of 6.98 feet, being subtended by a chord of South 47 degrees 39 minutes 13 seconds West for a distance of 6.98 feet to a point; THENCE continuing on said right-of-way South 47 degrees 20 minutes 31 seconds West for a distance of 82.76 feet to a point; THENCE leaving said right-of-way along a curve to the left having a radius of 20.00 feet and an arc length of 31.39 feet, being subtended by a chord of North 02 degrees 22 minutes 29 seconds East for a distance of 28.27 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 42 degrees 35 minutes 32 seconds West for a distance of 149.17 feet to a point on the Land Lot Line common to Land Lots 1242 and 1279, said point marked by a ½ inch rebar pin set; THENCE traveling on said Land Lot Line North 89 degrees 11 minutes 50 seconds West for a distance of 122.06 feet to a point, said point being the intersection of Land Lots 1241, 1242, 1279 and 1280; THENCE traveling on the Land Lot Line common to Land Lots 1241 and 1280, North 89 degrees 11 minutes 50 seconds West for a distance of 68.42 feet to a point, said point marked by a ½ inch rebar pin found; THENCE continuing on said Land Lot Line the following three (3) courses and distances: North 89 degrees 06 minutes 39 seconds West for a distance of

416.10 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 89 degrees 07 minutes 46 seconds West for a distance of 416.25 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 89 degrees 11 minutes 49 seconds West for a distance of 415.59 feet to a point at the intersection of Land Lots 1240, 1241, 1280 and 1281, said point marked by a ½ inch rebar pin found, said point being THE TRUE POINT OF BEGINNING.

Said property contains 40.031 acres as shown on Boundary Survey for Kelly Mill Road, LLC and Mountain State Bank, prepared by Georgia Premier Land Surveying, Inc., certified by Brian R. Suherland, GRLS No. 2900, dated 8/16/04, last revised 9/27/04.

TOGETHER WITH:

All rights and interest in and to that certain Temporary Construction Easement between Harbins Holdings, LLC and Kelly Mill Road, LLC, dated September 29, 2004, recorded at Deed Book 3529, Page 163, Forsyth County, Georgia Records.

ALSO TOGETHER WITH all easements, rights, and privileges as contained in that certain Sewer Easement Agreement by and between Barrett Landing LLC and Harbins Holdings, LLC, a Georgia limited liability company, dated June 9, 2006, and recorded at Deed Book 4364, Page 732, Forsyth County, Georgia Records.

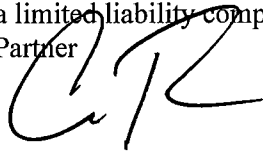
ALSO TOGETHER WITH all easements, rights and privileges, if any, as contained in that certain Grant of Sewer Easement by and between Land Depot, LLC, a Georgia limited liability company (f/k/a Land Depot, Inc., a Georgia corporation) and The City of Cumming, Georgia, dated March 27, 2013, filed and recorded March 28, 2013 in Deed Book 6632, Page 217, Forsyth County, Georgia records.

CONSENT AND ACKNOWLEDGMENT

The undersigned, Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership (“Builder”), as fee owner of Lots 2, 4, 82, 83, 84, and 85 of Barrett Landing Subdivision (the “Subject Lots”) hereby consents to the execution and delivery of the foregoing Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Barrett Landing (the “Second Amendment”), and to the filing thereof in the Forsyth County, Georgia Land Records. As required under Section 14.2 of that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Barrett Landing recorded in Deed Book 6857, Page 107 of the Forsyth County, Georgia Land Records, as amended (the “Declaration”), before the Second Amendment can become effective against each of the Lot Owners in Barrett Landing Subdivision, at least two-thirds (2/3) of the Owners of Lots located therein must consent to such Second Amendment. The Builder signs this Consent and Acknowledgment to memorialize that it does agree to the terms of the Second Amendment. Therefore, the Builder hereby agrees that the covenants, restrictions and conditions contained in the Second Amendment shall run with the land and bind the Builder and each immediate and remote successor owner of the Subject Lots owned by the Builder and his/her/their respective legal heirs and assigns.

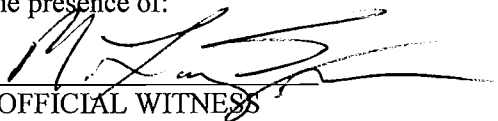
IN WITNESS WHEREOF, Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership, has caused the execution of this Consent and Acknowledgment as of this 21st day of November, 2014.

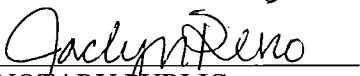
FISCHER HOMES ATL, L.L.L.P.
a Georgia limited liability limited partnership
By: Fischer Residential, LLC
a Georgia limited liability company
Its: General Partner

By: 

Greg Fischer, Executive Vice President

Signed, sealed, and delivered
in the presence of:


UNOFFICIAL WITNESS


NOTARY PUBLIC

My Commission Expires: 1/26/2016

