

Deed Book 55481 Pg 581

Cathelene Robinson  
Clerk of Superior Court  
Fulton County  
136 Pryor Street SW

RECEIVED

OCT 19 2015

CATHELENE ROBINSON, C.S.C.

D.C.S.C. Fulton Co., Ga.

PLEASE RETAIN THIS RECEIPT, THANK YOU

CFN	Inst	Bk & Page	Amount
2015-207063	COVE AM	DE-55481-576	\$22.00
0000-000000	ADD CR	XX-00-00	\$2.00

Date Filed: Oct-19-2015 at 11:18am

Register/Trans: CCD 20151019-02  
Presented By: DOROUGH & DOROUGH

CROSS REFERENCE: Deed Book: 54566

Page: 622

RECORDING	\$22.00
TOTAL FEES DUE	\$24.00
Payment for Recording Fees: Ck# 38195	\$24.00
TOTAL AMOUNT TENDERED	\$24.00
BALANCE DUE	\$0.00

OFFICIAL RECEIPT  
Printed October-19-2015 at 11:19 AM

**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR THE ENCLAVE ON COLLIER**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR THE ENCLAVE ON COLLIER (hereinafter referred to as "Second Amendment") is made this 11th day of October 2015 by **JWC COLLIER VALE, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant") and **THE ENCLAVE ON COLLIER NEIGHBORHOOD ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association");

WITNESSETH

**WHEREAS**, Declarant executed that certain Declaration of Protective Covenants for The Enclave on Collier, which was recorded January 23, 2015 at Deed Book 54566, Page 622, *et seq.*, Fulton County, Georgia records; as amended by that certain First Amendment to Declaration of Protective Covenants for The Enclave on Collier, recorded March 17, 2015 at Deed Book 54714, Page 530, *et seq.*, aforesaid records (hereinafter as supplemented and/or amended from time to time, collectively 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

**WHEREAS**, Article 12, Section 12.4(a) of the Declaration provides, in pertinent part, that the Declarant may unilaterally amend the Declaration for any purpose; provided, however, such amendment shall not: (a) materially affect the substantive rights of any Owners to use and

enjoy the Owner's Lot; (ii) adversely affect title to any Lot without the consent of the affected Owner; or (iii) adversely affect the rights of the holder of any security interest granted by Declarant encumbering any portion of the Community unless the holder thereof consents in writing; and

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

**WHEREAS**, this Amendment does not: (a) materially affect the substantive rights of any Owners to use and enjoy the Owner's Lot; (b) adversely affect title to any Lot; or (c) adversely affect the rights of the holder of any security interest granted by Declarant;

**NOW THEREFORE**, the undersigned hereby adopt this Second Amendment to the Declaration of Protective Covenants for The Enclave on Collier, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article 1, Section 1.11, entitled "Exclusive Common Property," in its entirety and replacing it with a new Section 1.11 to read as follows:

**1.11. "Exclusive Common Property"** means a portion of the Community whether owned by Declarant or conveyed to the Association as Common Property, reserved for the exclusive benefit and use of a particular Townhome Unit or Detached Lot as provided in Section 5.7 hereof, subject to the right of the Association and Owners to exercise those rights reserved for their benefit under Article 10 hereof.

2.

The Declaration is hereby amended by deleting Article 5, Section 5.4, entitled "Landscaping and Lawn Maintenance," in its entirety and replacing it with a new Section 5.4 to read as follows:

**5.4                    Landscaping and Lawn Maintenance.**

(a) By the Association. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the lawn and landscaping improvements located on the exterior portions of the Community, which shall include without limitation, the following: (a) lawn mowing on a regular basis; (b) tree and shrub pruning; and (c) watering landscaped areas. The Association shall not be responsible for the maintenance of any lawn or other landscaping on any portion of the Exclusive Common Property, except as may be otherwise provided herein.

The foregoing maintenance by the Association shall include mowing that certain eighteen foot (18') GA. Power Co. Access Route, located within the Georgia Power Company Easement, as the same is generally described on the recorded subdivision plat(s) for the Community.

Any common irrigation system installed by the Declarant or the Association, as the case may be, shall be Common Property, operated, maintained, repaired and replaced by the Association.

The Board of Directors in its sole discretion may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to time or may, with the consent of the Declarant promulgate rules setting forth the extent of maintenance to be performed. The Board of Directors may promulgate rules setting forth the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained by the Owner in a manner consistent with the Community-Wide Standard. Any landscaping improvements originally installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community, may be assessed against the Owner and the Lot as a specific assessment.

(b) Exclusive Common Property. Owners of Detached shall maintain the Exclusive Common Property appurtenant to such Detached Lot, which shall include the following: (i) lawn mowing on a regular basis; (ii) tree and shrub pruning and weeding, as applicable; (iii) shrub fertilization; (iv) monitoring plants, shrubs and lawns for insecticide and disease; (v) irrigating such areas on a regular basis, subject to any rules and regulations promulgated by the Board or established by local and governmental agencies; and (vi) such other landscaping activity as determined by the Board to be in the best interest of the Community.

3.

The Declaration is hereby amended by deleting Article 5, Section 5.7(a)(ii) in its entirety and replacing it with a new Section 5.7(a)(ii) to read as follows:

(ii) Detached Lots 13-28. Detached Lots 13-28, as identified on the recorded subdivision plat(s) for the Community shall have the Exclusive Common Property areas as shown on Exhibit "A" attached hereto and by this reference incorporated herein and as may be more particularly described in

Handwritten signature and initials in the bottom right corner of the page.

any exhibit recorded in connection with the sale of such Detached Lot. Exhibit "A" attached hereto shows the Exclusive Common Property applicable to Lot 19 in the Community, but is intended to be representative for Detached Lots 13-28 in the Community.

4.

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

5.

This Second 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 current Owners of a Lot subject to the Declaration.

6.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Association hereby consents to, approves and executes this Second Amendment under seal, this 11th day of October, 2015.

ASSOCIATION: **THE ENCLAVE ON COLLIER NEIGHBORHOOD ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: *Brian McBride*  
Brian McBride, President

Attest: *Bob Helgesen*  
Bob Helgesen, Secretary

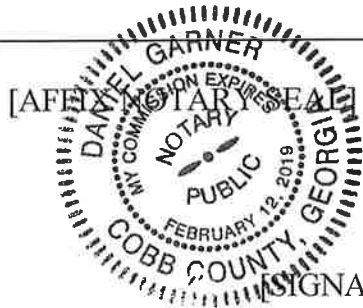
Signed, sealed, and delivered in the presence of:

[CORPORATE SEAL]

*Michelle Hester*  
WITNESS

*David Acuna*  
NOTARY PUBLIC

My Commission Expires: 2/12/2019



SIGNATURES CONTINUE ON FOLLOWING PAGE]

*Bob*  
*BM*  
*R*

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed under seal the day and year first above written.

DECLARANT: **JWC COLLIER VALE, LLC**, a Georgia limited liability company

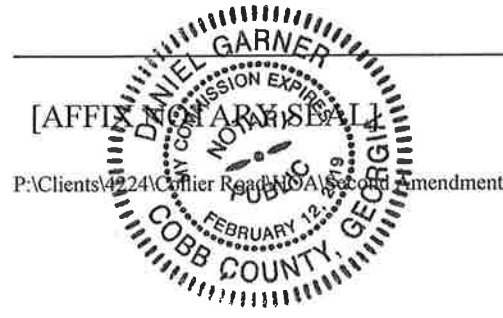
By: *[Signature]* (SEAL)  
Print Name: Stewart Sparks  
Title: Manager

Signed, sealed, and delivered in the presence of:

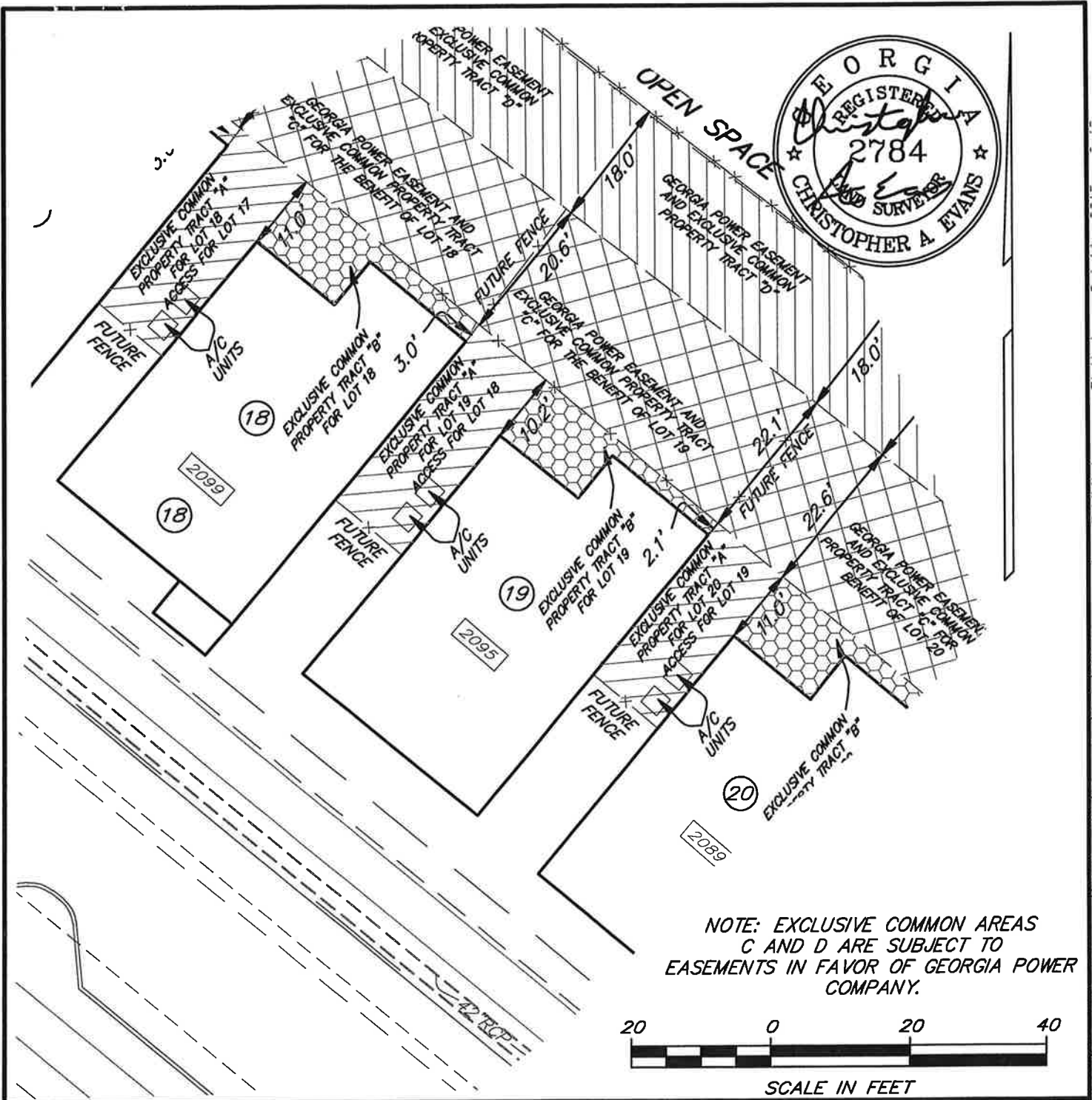
*[Signature]*  
WITNESS

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 2/12/2019



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NOTE: EXCLUSIVE COMMON AREAS C AND D ARE SUBJECT TO EASEMENTS IN FAVOR OF GEORGIA POWER COMPANY.



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 Canton, Georgia 30114  
 Phone: (770) 479-9698

COMMON AREA EXHIBIT FOR:  
**RESERVE AT COLLIER HILLS  
 LOT 19**

LOCATED IN L.L. 185  
 17th DISTRICT,  
 CITY OF ATLANTA,  
 FULTON COUNTY, GA.

FIELD DATE: N/A	DRAWN BY: JDW
OFFICE DATE: 02/10/15	CHECKED BY: CAE
SCALE: 1"=20'	FILE: P: W109