

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

After recording, return to:
Mark D. Lefkow, Esq. *wait*
Nall & Miller, LLP
235 Peachtree Street, NE
Suite 1500
Atlanta, Georgia 30303

Cross-reference to the following:

24⁰⁰ mt
Deed Book 13592, pages 5919 through 5942, Cobb County, Georgia records
Deed Book 8701, pages 0466 through 0471, Cobb County, Georgia records
Deed Book 9344, pages 0435 through 0440, Cobb County, Georgia records
Deed Book 10554, pages 405 through 426, Cobb County, Georgia records

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

FOR EAGLE RIDGE SUBDIVISION

The Eagle Ridge Property Owners Association, Inc. (the "Association") makes this Amendment to its Declaration of Covenants, Restrictions and Easements, as amended at Deed Book 13592, pages 5919 through 5942 in the records of the Superior Court of Cobb County, Georgia ("Declaration") as to the parcels of land described in Exhibit A hereto:

WHEREAS, the Association is a nonprofit association organized under the Georgia Nonprofit Corporation Code, as amended from time to time, having been duly incorporated as such pursuant to Articles of Incorporation; and

WHEREAS, the Association has, pursuant to its Articles of Incorporation, its Bylaws and its recorded Declaration as amended, conducted a meeting at which 2/3 of a quorum (consisting of 10% of the members of the Association entitled to cast a vote on the matter of this Amendment) voted in favor of this Amendment, as required by Section 6.2 of the Declaration and as allowed by law; and

WHEREAS, the Association desires to further promote the recreation, health, safety, welfare and common benefit and enjoyment of the owners of lots within the subdivision; and

WHEREAS, the Association does not desire to replace or supercede the other provisions of the Declaration except for those provided herein,

WHEREFORE, the Association amends the Declaration as follows, and does not replace or supercede any of the other provisions of the Declaration except those specifically enumerated herein, and incorporates the existing Declaration not superceded hereby as though fully set forth herein:

I

Section 1.1 of the Declaration is hereby replaced with the following:

- 1.1 Eagle Ridge Property Owners Association “Eagle Ridge Property Owners Association” means the party identified above as the Eagle Ridge Property Owners Association. The Association elects to avail itself of the benefits and provisions of the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, et seq., as amended from time to time.

II

Section 5.0 of the Declaration is hereby replaced with the following:

- 5.0 Right of Enforcement. This Declaration and the Restrictions herein shall inure to the benefit of and shall be enforceable by (i) the Eagle Ridge Property Owners Association, (ii) the ACC and (iii) each Owner, his legal representatives, heirs, successors and assigns, who shall have all legal and equitable remedies, including, but not limited to all of those rights enumerated in the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, et seq.

III

Section 5.3 of the Declaration is hereby replaced with the following:

- 5.3 Liens for Assessments and Right of Abatement.
 - 5.3.1 Liens for Assessments. All sums lawfully assessed by the Association assessed against any lot Owner or the Owner’s lot, whether for the share of common expenses pertaining to such lot, fines, or otherwise, and all reasonable charges made to any lot Owner or lot for materials furnished or services rendered by the Association at the Owner’s request to or on behalf of the lot owner or lot, shall, from the time the sums become due and payable, be the personal obligation of the lot Owner and constitute a lien in favor of the Association on the lot prior and superior to all other

liens whatsoever except: (1) Liens for ad valorem taxes on the lot; (2) The lien of any first priority mortgage covering the lot and the lien of any mortgage recorded prior to the recording of the declaration; or (3) The lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the lot. The Association may, but is not required to, record such lien for assessments.

5.3.2 Right of Abatement and Fines. The ACC and the Association, through the Association's Board of Directors, have the "Right of Abatement," meaning that the ACC or the Board may enter at all reasonable times upon any lot as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section. The ACC or the Board may impose upon the owner of a lot in violation of the Declaration reasonable monetary fines, and may impose the costs of abatement, removal, extinguishment, repair, breach and collection, to include reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or 10% per annum from the date the same was first due and payable. The assessments and fines provided under the Declaration shall be a binding personal obligation of each Owner as to which they are assessed, as well as a lien on the Owner's lot.

IV

Section 5.5 of the Declaration is hereby replaced with the following:

5.5 Collection of Fines and Statements of Assessments.

5.5.1 Collection of Fines. If any monetary cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law or an action in equity against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees. The lien may be foreclosed by the Association by an action, judgment and foreclosure in the same manner as other liens for the improvement of real property

not less than ten days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the lot owner both at the address of the lot and at any other address or addresses which the lot owner may have designated to the association in writing. The notice shall specify the amount of the assessments then due and payable together with authorized late charges and interest accrued thereon.

- 5.5.2 Statements of Assessments. Any lot owner, mortgagee of a lot, person having executed a contract for the purchase of a lot, or lender considering the loan of funds to be secured by a lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against the lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five business days of receipt of such request, mail or otherwise furnish such a statement regarding amounts due and payable at the expiration of such five day period with respect to the lot involved.

V

Section 6.1 of the Declaration is hereby replaced with the following:

- 6.1 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property and may be renewed from time to time or amended as provided herein.

VI

Section 6.2 of the Declaration is hereby replaced with the following:

- 6.2 Amendment. The Restrictions of this Declaration may be amended at any time by the agreement of lot owners of lots to which two-thirds of the votes in the Association pertain. Evidence of the required majority of lot owners to any amendment of the Declaration shall be evidenced by their execution of the amendment or the sworn statement of the president, of any vice president, or of the secretary of the Association attached to or incorporated in an amendment executed by the Association, which sworn statement states that agreement of the required majority was lawfully obtained and that all notices required by this article were properly given. Any amendment of the Declaration shall only become effective when recorded or at such later date as specified in the amendment.

VII

Section 8.8.1 of the Declaration is hereby replaced with the following:

- 8.8.1 (Annual Assessment) An annual fee of \$30.00 shall be required from each property owner, to cover the financial obligations incurred by Eagle Ridge Property Owners Association (i.e., maintenance and upkeep of front entrance, legal counsel, mediation fees, etc.).

VIII

Section 8.9 is hereby added to the Declaration as follows:

- 8.9 Meetings; Notice of Meetings. Meetings of the members of the Association shall be held in accordance with the provisions of the Association's bylaws, as amended from time to time, and in any event not less frequently than annually. Notice shall be given to each lot owner at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting and shall state the time, place, and purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all lot owners of record at such address or addresses as designated by such lot owners or, if no other address has been so designated, at the address of their respective lots. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the lot owners.

IX

Section 8.10 is hereby added to the Declaration as follows:

- 8.10 Quorum. A quorum shall be deemed present throughout any meeting or referendum of the members of the Association if persons entitled to cast at least 10% of the votes are present at the beginning of the meeting or participate in the referendum, provided that notice to the owners of lots within the Association be given pursuant to the bylaws and this Declaration.

WHEREFORE, this Amendment has been executed by the Eagle Ridge Property Owners Association on this, the 21st day of August, 2004 as attested by the signatures below and by the execution by the Janice Wright, Secretary of the affidavit attached hereto, which is also incorporated herein.

Eagle Ridge Property Owners Association, Inc.

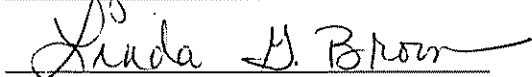


Cor Tadema (name)
President (title)



Janice Wright (name)
Secretary (title)

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 31st DAY OF
August, 2004.



NOTARY PUBLIC
(NOTARY SEAL)

My Commission Expires
4/9/2005

MY COMMISSION EXPIRES:



STATE OF GEORGIA
COBB COUNTY

AFFIDAVIT OF Janice Wright

PERSONALLY APPEARED before the undersigned officer, duly authorized by law to administer oaths in the state and county aforesaid, Janice Wright, who first being duly sworn, states on oath and deposes as follows:

1.

My name is Janice Wright . I am over the age of eighteen years old, am in all respects legally competent to execute this affidavit and all facts herein are based on my personal knowledge.

2.

I am the Secretary of Eagle Ridge Property Owners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of Georgia.

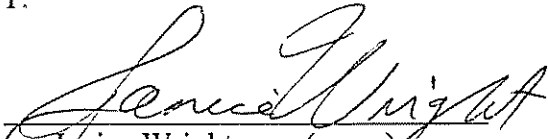
3.

I hereby certify and attest that the agreement of 2/3 of the Association members attending the meeting on August 21, 2004, which constituted a proper quorum under the Association's existing bylaws by virtue of at least 10% of owners of total lots in the Association attending, voted in favor of the foregoing amendment.

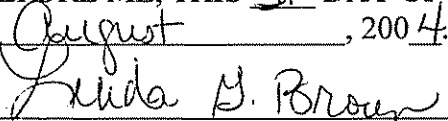
4.

I further certify that the required majority as set forth above was lawfully obtained and all notices required by Article 3 of Title 44 of the Official Code of Georgia were properly given.

FURTHER AFFIANT SAYETH NOT.



Janice Wright (name)
Secretary (title)

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 31st DAY OF
August, 2004.


NOTARY PUBLIC
(NOTARY SEAL)
MY COMMISSION EXPIRES: My Commission Expires
4/9/2005



EXHIBIT A

Second Amendment to Declaration of Covenants,
Restrictions and Easements for Eagle Ridge

Eagle Ridge, Unit I –

All that tract or parcel of land lying and being in Land Lot 1024 and 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 149, page 74, Georgia records.

Eagle Ridge, Unit II –

All that tract or parcel of land lying and being in Land Lot 1024 and 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 154, page 15, Cobb County, Georgia records.

Eagle Ridge, Unit III –

All that tract or parcel of land lying and being in Land Lot 903 and 1024, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 159, page 59, Cobb County, Georgia records.

Eagle Ridge, Unit III – Phase II

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 166, page 94, Cobb County, Georgia records.

Eagle Ridge, Unit III – Phase III

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County, Georgia as shown on plaint recorded in Plat Book 166, page 95, Cobb County, Georgia records.