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Carter Brown
Clerk Superior Court, Walker County, Ga.
Bk 02069 Pg 0225-0228

Prepared by and when recorded return to:
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CROSS REFERENCE:

(1) DEED BOOK 517, PAGE 86, OFFICE OF THE CLERK
OF THE SUPERIOR COURT FOR DADE COUNTY,
GEORGIA

(2) DEED BOOK 1953, PAGE 701, OFFICE OF THE
CLERK OF THE SUPERIOR COURT FOR WALKER
COUNTY, GEORGIA

**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this
"Amendment") is made to be effective as of the 31st day of DECEMBER, 2019, by
MCLEMORE HOLDINGS, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the declarant under that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated October 2, 2017, of record in Deed Book 517, Page 86 in the Clerk of the Superior Court of Dade County, Georgia (the "Dade Clerk's Office") and in Deed Book 1953, Page 701 in the Clerk of the Superior Court of Walker County, Georgia (the "Walker Clerk's Office"), as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2017, Page 704 in the Walker Clerk's Office, and in Book 534, Page 644 in the Dade Clerk's Office (the "First Amendment"), and as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 172 in the Dade Clerk's Office, and in Book 1953, Page 787 in the Walker Clerk's Office, as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 175 in the Dade Clerk's Office, and in Book 1953, Page 790 in the Walker Clerk's Office, as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 63 in the Dade Clerk's Office, and in Book 1982, Page 724 in the Walker Clerk's Office, and as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 66 in the Dade Clerk's Office, and in Book 1982, Page 727 in the Walker Clerk's (collectively, the "Declaration"); and

WHEREAS, Declarant desires to affirm and ratify the provisions of the First Amendment, which was executed by Declarant's predecessor-in-interest; and

WHEREAS, Declarant desires to amend the Declaration in order to remove certain property from the terms, conditions, and restrictions of the Declaration, and

WHEREAS, Declarant has the power to make and record such amendment pursuant to Section 18.2(a) of the Declaration;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 18.2(a) of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Declarant hereby revises Exhibit "E" – Commercial Tracts by removing in its entirety the first tract described thereon and labeled "TRACT 1 – Future Development (41.19 acres)". For avoidance of doubt, the revised version of Exhibit "E" – Commercial Tracts is attached hereto and incorporated herewith.

2. Declarant hereby ratifies and affirms the terms and conditions of the First Amendment.

3. **Sewer Management.** A new Section 4.11 is hereby added to the Declaration as follows:

"Declarant, its successors and assigns (and following the date that Declarant no longer owns any portion of the Properties, the Association), shall have the right to delegate to any entity of its choosing the responsibility of managing the Properties' sewer system and related infrastructure, by entering into a written management agreement with such entity. Such agreement may provide for up to a twenty percent (20%) overhead profit for the managing entity. The Association shall be responsible for the payment of all costs and fees due under such management agreement, including the overhead fee, and all amounts incurred shall be Common Expenses to be allocated among the Lots.

In order to connect to the Properties' sewer system, an Owner (i) may incur a reasonable tap fee payable to the managing entity described above (or other entity as Declarant may designate), and (ii) must submit written plans for same, to be reviewed and approved by the managing entity described above (or other entity as Declarant may designate).

4. All other provisions contained in the Declaration remain unchanged and the Declaration, as modified herein, remains in full force and effect.

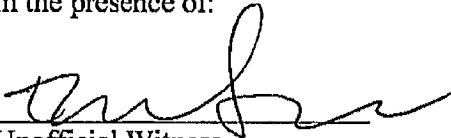
[SIGNATURES CONTINUED ON FOLLOWING PAGES]

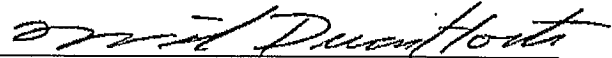
IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and date set forth above.

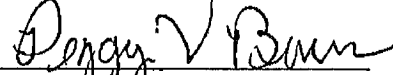
DECLARANT:

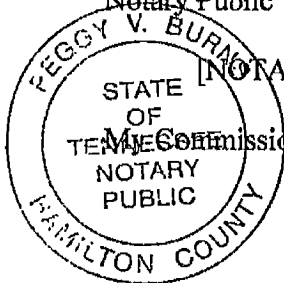
Signed, sealed and delivered
in the presence of:

MCLEMORE HOLDINGS, LLC,
a Georgia limited liability company


Unofficial Witness

By: 
Name: WILLIAM DUANE HORTON
Title: PRESIDENT


Notary Public



[NOTARIAL SEAL]

[CORPORATE SEAL]

EXHIBIT "E"

Commercial Tracts

Tract 2 – West of Scenic Highway:

All that tract or parcel of land lying and being in Original Land Lot Nos. 282 and 295 in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows: BEGINNING at a 1/2-inch rebar in a rock pile in the Southeast corner of Land Lot No. 282; thence North 00 degrees 09 minutes 28 seconds West, along the East line of Land Lot No. 282, a distance of 2,295.56 feet to a 1/2 inch rebar in the Southeast right of way line of Georgia State Route No. 157; thence South 50 degrees 45 minutes 39 seconds West, along the Southeast right of way line of Georgia State Route No. 157, a distance of 761.77 feet to the beginning of a curve to the left; thence Southwestwardly, along the curve to the left in the Southeast right of way line of Georgia State Route No. 157 (having a radius of 1,135.86 feet, a chord bearing and distance of South 33 degrees 27 minutes 33 seconds West, 675.61 feet), an arc distance of 685.99 feet to the end of the curve to the left; thence South 16 degrees 09 minutes 27 seconds West, along the Southeast right of way line of Georgia State Route No. 157, a distance of 1,239.33 feet to a 1/2-inch rebar; thence South 62 degrees 25 minutes 55 seconds East, a distance of 863.88 feet to a 1/2-inch rebar; thence North 87 degrees 55 minutes 33 seconds East, a distance of 525.00 feet to a 1/2-inch rebar in the East line of Land Lot No. 295; thence North 04 degrees 08 minutes 25 seconds East, along the East line of Land Lot No. 295, a distance of 321.98 feet to the POINT OF BEGINNING.