

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
LEGACY AT RIVERVIEW**

WHEREAS, this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Legacy at Riverview Homeowner's Association (hereinafter the "First Amendment") is made on the date set forth below by at least a two-thirds majority of the Homeowners of the Association (hereinafter the "Owners"); and

WHEREAS, Legacy at Riverview adopted the Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter the "Declaration") for the operation of the Homeowner's Association on the 13<sup>th</sup> of February, 2006; and

WHEREAS, the words used in this First Amendment shall have the same meaning as set forth in the Declaration and the Articles of Incorporation for Legacy at Riverview; and

WHEREAS, pursuant to Article XI, Section 11.6 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the lots and the consent of the Declarant; and

WHEREAS, pursuant to Article XI, Section 11.5 of the Declaration, the rights of the Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; or (b) the date of recording by the Declarant in the real estate records of the county where the Community is located of a written instrument terminating all of declarant's rights hereunder.

NOW THEREFORE, the Owners hereby amend the Declaration as follows:

Article IV, Section 4.2, the last sentence, which reads as follows:

*All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.*

shall be amended to read as follows:

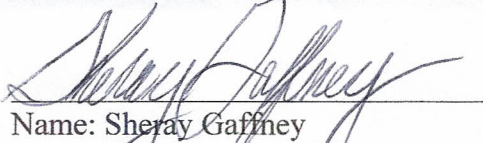
*At the discretion of the Board of Directors, payments may be applied first to costs, then to late charges, then to interest and then to delinquent assessments.*

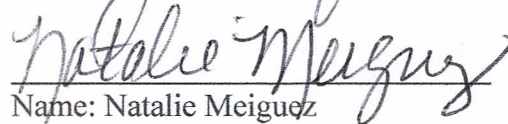
If any provision of this First Amendment is found to be in conflict with the Declaration, as amended, this First Amendment shall control.

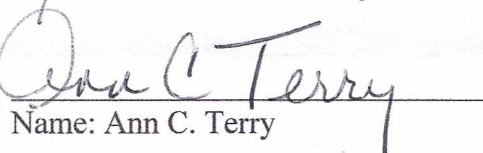
Unless the context clearly indicates otherwise, all other definitions shall remain as stated in the Declaration.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Legacy at Riverview is executed as of the 28<sup>th</sup> day of December, 2012.

BOARD OF DIRECTORS:

  
Name: Sheray Gaffney

  
Name: Natalie Meiguez

  
Name: Ann C. Terry



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Legacy at Riverview Homeowner's Association, Inc., a Georgia for profit corporation;

That the foregoing First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Legacy at Riverview, was duly adopted by a resolution of at least a two-third majority of the Owners via ballot delivered by the United States Postal Service on December 17<sup>th</sup>, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 4 day of February, 2013.

Natalie H. Mezger  
Secretary

STATE OF GEORGIA

§  
§  
§

COUNTY OF ULTON

BEFORE ME, on this day personally appeared Natalie H. Mezger the Secretary of the Legacy at Riverview Homeowner's Association, Inc. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said entity.

Given under my hand and seal of office, this 4<sup>th</sup> day of February, 2013.

Lashon W. Morgan  
NOTARY PUBLIC  
Cobb County, GEORGIA  
My Comm. Expires 05/04/2015

Lashon W. Morgan  
Notary Public – State of Georgia