


STATE OF GEORGIA
COUNTY OF FORSYTH

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Lakes Edge Homeowners Association
6625 Highway 53 East, Suite 410 #150
Dawsonville, GA 30534


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Fee Amt: \$22.00 Page 1 of 6
Forsyth County, GA
Grea G. Allen Clerk Superior Ct
BK **6476** PG **682-687**

Cross Reference with Deed Book 3614, Page 471-495
Forsyth County Records.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LAKES EDGE SUBDIVISION

STATE OF GEORGIA
COUNTY OF FORSYTH

This second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakes Edge Subdivision entered into this 13th day of Nov., 2012, as approved by the Members of the Homeowners Association and attested to by the members of the Board of Directors as identified herein.

WITNESSETH:

THAT on the 17th day of February, 2003, the original Declaration of Covenants, Conditions, and Restrictions for Lakes Edge Subdivision was recorded in Deed Book 3614, Page 471-495, of the Forsyth County Records; and

THAT on the 22nd day of December, 2004, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakes Edge Subdivision was recorded in Deed Book 3614, Page 496-499, of the Forsyth County records; and

THAT home owners desire to further amend the Declaration. Therefore, for and in consideration of \$22 Dollars, the undersigned file this Second Amendment to the Declaration of Covenants, Conditions and Restrictions as follows:

Article 6 – Assessments

Paragraph 6.4 – Failure to Assess

Add “Or E-Mail” to first sentence:

Failure of the Board to fix assessment amounts or rates or to deliver, Mail, *or E-Mail* each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments.

Article 7 – Architectural Standards

Paragraph 7.3 – Guidelines and Procedures

Change paragraph 7.3c) : Change Modification Committee (MC) to Architectural Review Committee (ARC)

(c) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Declarant (for original construction) or to the ***Architectural Review Committee (ARC)*** (for modifications to existing improvements) for review and approval (or disapproval).

Paragraph 7.5 Variance

Change MC (Modification Committee) to ARC (Architectural Review Committee)

The Declarant or the ***ARC*** may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Declarant or the ***ARC*** from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance

Paragraph 7.6 Limitation of Liability

Change MC (Modification Committee) to ARC (Architectural Review Committee)

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant nor the ***ARC*** shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Article 8 – Use restrictions and Rules

Paragraph 8.2 Authority to Promulgate Use restrictions and Rules

Paragraph 8.2a) Add personal delivery and E-mail as notification options to 2nd sentence:

The Board shall send notice by mail, **personal delivery, or E-Mail** to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Paragraph 8.2 Authority to Promulgate Use restrictions and Rules

Paragraph 8.2c) Add personal delivery or E-Mail to the end of both sentences:

At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner by mail, **personal delivery, or E-Mail**. The Association shall provide without cost, a copy of the use restrictions and rules then in effect (hereafter the "Use Restrictions and Rules") to any requesting Member or Mortgages by mail, **personal delivery, or E-Mail**.

Paragraph 8.4 Lake Lanier

1st Paragraph: Change MC (Modification Committee) to ARC (Architectural Review Committee)

This Section of the Declaration and rules, use restrictions and design guidelines issued by the Board and the **ARC** shall govern the use of Lake Lanier and the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community, in addition to any rules of any governmental entity or agency having jurisdiction thereof.

Paragraph 8.4 Lake Lanier

2nd Paragraph: Change MC (Modification Committee) to ARC (Architectural Review Committee)

Owners are prohibited from withdrawing water from Lake Lanier for irrigation of lawns and gardens or for any other purpose. No docks shall be permitted except docks and/or boat slips originally installed by or on behalf of the Declarant. Retaining walls and similar structures shall not be installed without the prior written consent of the **ARC**. No boats shall be permitted on any portion of the Community without the prior written consent of the Board, and then only in accordance with such rules and regulations it may adopt. No boat access to Lake Lanier shall be permitted from other than any boat slips or the marina of which such boat slips are a part, unless otherwise specifically authorized by the Board.

Paragraph 8.4 Lake Lanier

Delete 3rd paragraph in it's entirety:

Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls or any other structures or thing which, in the sole discretion of the Board or MC, tends to detract from the appearance of the Community shall be permitted on any Lake Lot, without the prior written consent of the MC. The restrictions contained in Article VI, Section 12 relative to front and side yards shall apply to the entire yard (front, side and rear) on each Lake Lot.

Paragraph 8.4 Lake Lanier

4th Paragraph: Change MC (Modification Committee) to ARC (Architectural Review Committee)
Declarant, its partners and affiliates, the Owners, the Association, the Board, the **ARC**, and the officers, directors, shareholders, members, employees, agents, successors and assigns of any of them, shall not be held liable in any manner whatsoever for, and hereby disclaims any and all such liability and responsibility for, any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of Lake Lanier and/or the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community. Each Owner of a Lot, by acceptance of a deed therefore, on behalf of such Owner and such Owner's family members, guests, and invitees, hereby agrees not to bring any action or suit against Declarant, its partners and affiliates, other Owners (and such Owner's family members, guests, and invitees), the Association, the board, the **ARC**, and the officers, directors, shareholders, members, employees, agents, successors and assigns of any of them, and hereby releases, remises, quitclaims, and covenants not to sue any or all of the foregoing for any claims, demands, and causes of action arising out of or in connection with the authorized or unauthorized use of Lake Lanier and/or the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time of the release.

Article 10 – Mortgage Provisions

Paragraph 10.6 Failure of Mortgagee to Respond

Delete Paragraph 10.6

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article 12 – Use Restrictions

Paragraph 12.2 Restricted Activities

Added the Following Restrictions:

- (v) Garbage cans and trash containers may not be kept outside

- (w) Window fans may not be visible from the outside

- (x) BBQ grills may not be used on/at the dock

- (y) Window Air Conditioning Units are prohibited

- (z) Basketball goals must be portable, kept in good condition, and be put away when not used for extended periods.

(aa) Solar panels of any type are not permitted on any house or lot unless the panel(s) are not visible from any other lot, street, or common area within the sub-division, or the solar device is incorporated into an architecturally approved roofing system. Prior approval from the ARC is required.

(bb) Power-generating windmills are not permitted on any lot or home within the subdivision.

Paragraph 12.3 Prohibited Conditions

Paragraph 12.3D: Change Modification Committee to ARC (Architectural Review Committee); add last sentence regards size of satellite dishes

(d) Any construction, erection, or placement of a thing, permanently or temporarily, on the outside portions of the Lot whether such portion is improved or unimproved, unless approved by the **ARC** as set forth in Article IX of the Declaration. This shall include, without limitation, above ground swimming pools; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind. **One satellite dish 2 feet in diameter or less for TV reception is permitted and must be attached to the rear of the home or yard in the most obscure location as possible".**

Article 13 – General provisions

Add Paragraph 13.9 – Communications

Communications between the Board of Directors and Association members shall be by US Mail, personal delivery, or E-Mail at the Board's discretion unless otherwise required by the laws of the State of Georgia. It is the responsibility of each Association member to keep the Secretary of the Board of Directors apprised of current E-Mail addresses.

Add Paragraph 13.10 Failure of Association Member to respond

Any Association Member who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Association Member within 30 days of the date of the Association's request, provided such request is delivered to the Association Member by certified or registered mail, return receipt requested.

IN WITNESS THEREOF, the undersigned members of the Board of Directors of the Lakes Edge Homeowners Association have executed this Second Amendment to the Declaration.

Dennis Muzik

Dennis Muzik – President
7375 Sawgrass Dr.

11-12-12

Date

Jim Bergen

Jim Bergen – Vice President
7080 Nichols Cove Dr.

11.12.12

Date

Janet Dekle

Janet Dekle – Secretary
7415 Kingfisher Lane

11.12.12

Date

Edith K. Whiteside

Edith Whiteside – Treasurer
7220 Heron Lane

11-12-12

Date

Signed, Sealed and delivered in the presence of:

Pamela C. Clark

Notary Public

My Commission Expires: 06/29/2013
(SEAL)

PAMELA C. CLARK
NOTARY PUBLIC
FORSYTH COUNTY, STATE OF GEORGIA
MY COMM. EXP. 06/29/2013