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CLERK SUPERIOR COURT, WALTON COUNTY
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After recording, return to:
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127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1845

Cross reference:
Deed Book No. Deed Book 1685,
Pages 325-375,
Official Records of
Walton County, Georgia

STATE OF GEORGIA
COUNTY OF WALTON

SECOND AMENDMENT TO MORGAN'S CROSSING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to Morgan's Crossing Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") is made and entered into this 23rd day of January, 2006 by Trident, LLC, a Georgia limited liability company ("Developer").

RECITALS:

WHEREAS, Developer entered into that certain Morgan's Crossing Declaration of Covenants, Conditions and Restrictions dated May 27, 2003, and recorded on May 30, 2003 in Deed Book 1685, Pages 325-375 in the records of Walton County, Georgia (the "Original Declaration"), as amended by that certain document entitled "Amendments" recorded in Deed Book 1943, Pages 356-359, aforesaid records (the "First Amendment") (the Original Declaration, as amended by the First Amendment, being referred to as the "Declaration"); and

WHEREAS, all terms with initial capitalizations that are not defined in this Second Amendment shall have the meanings ascribed to them in the Declaration;

WHEREAS, pursuant to the First Amendment and the Articles of Incorporation of the Morgan's Crossing Subdivision Homeowners Association, Inc., PBT Investments, Inc. is the sole Class A Member (the "Class A Member"); and

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WHEREAS, Developer no longer owns any lots in the development, and the Class A Member presently does own lots in the development; and

WHEREAS, the Class A Member desires to amend the Declaration for the aforesaid purposes upon the terms and conditions hereinafter set forth; and

WHEREAS, this Second Amendment was properly approved pursuant to Section 12.02 of the Declaration;

NOW, THEREFORE, in consideration of the covenants herein contained and the benefits to be provided hereunder, the parties for themselves, as successors, successors-in-title, and assigns do hereby amend the Declaration as follows:

1. The recitals set forth in this document are true and correct and are incorporated herein by this reference.

2. Section 7.14(a) of the Declaration is hereby amended as follows:

Delete the word "and" before "(b)" and insert a comma after the phrase "Section 8.06(c) below." At the end of the paragraph after the phrase "Section 4.05 above" insert the following:

"and (c) Developer and Owners shall have the right to have directional signs to houses for sale within the Development."

3. Section 8.12(b) of the Declaration is hereby amended as follows:

Delete the sentence "No garage doors shall open onto or front a street" and insert the following sentence in lieu thereof: "Garages may be side entry or front entry and garage doors may open onto the side of a Dwelling or front a street."

4. Section 8.14(c) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Every effort should be made to avoid placing plumbing or heating vents, stacks and other projections of any nature on the roof on the front of a Dwelling. Regardless of location on the roof, all such vents, stacks and any other projections from the roof of any Dwelling shall (i) be painted the same color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street."

5. Section 8.18 of the Declaration is hereby amended as follows:

Delete the phrase "shall be screened" and insert the phrase "may be screened" in lieu thereof.

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6. Section 8.19 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

"All exterior chimney chases shall be constructed of brick, stone, stucco, or of the same material and color as the siding of the Dwelling."

7. Section 8.27(b) of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

"All front yards of each Lot shall, unless otherwise approved by the ARC as a natural area or unless landscaped with shrubbery or other approved plant life, be sodded with grass consistent with Section 8.28."

8. Section 8.28 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

"**Grass.** No type or variety of lawn grass other than Bermuda, Zoysia or Fescue shall be planted or installed on each lot, and such lawn grass shall be planted and installed only in these areas where specified on the landscape plan approved by the ARC. The planting and installing of lawn grass in the front and side yard of any residential Lot shall be Bermuda or Zoysia and accomplished by the installation of full sod, while on the balance of the property it may be installed by full sodding, seeding, sprigging or plugging."

9. Section 10.04(a) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Notwithstanding anything provided to the contrary and subject to paragraph 10.04(c) in this Declaration, the annual Assessment and initiation fee for each Lot and Dwelling in the Development (including any Lot or Dwelling forming any part of the Additional Property) for the period commencing on the date hereof and continuing until and including December 31, 2007, shall include a one-time \$250.00 initiation fee, and an annual assessment fee. This annual assessment fee per Lot or Dwelling shall be calculated by taking the annual budget (defined below in Section 10.04(b)), and dividing it by the total number of Lots and Dwellings in the Development. The foregoing shall not limit or restrict any special Assessments levied pursuant to Section 10.05 below (with the approval of a majority of the Owners as provide therein) or any individual Assessments levied in accordance with the provision of Section 10.08 below."

10. Section 10.04 of the Declaration is hereby amended by adding the following new subsection (d) thereto:

10. (d) Notwithstanding anything to the contrary contained herein, as of February 1, 2006, any Lot owned by the Developer, the Class A Member, or any builder affiliated with the Class A Member, or any other builder, shall be subject to the annual assessment provided for herein upon the issuance of a certificate of occupancy for such Lot.

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Except as modified hereby, the Declaration shall remain in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Class A Member and Board of Directors has signed, sealed and delivered this Second Amendment as of the day and year written above.

CLASS A MEMBER:

Signed, sealed and delivered
in the presence of:

PBT INVESTMENTS, INC.
a Georgia Corporation

Norman D. Harrison
Witness

By: [Signature] (SEAL)
Print Name: JOSEPH B. FITTS, SR
Title: RESIDENT

[Signature]
Notary Public

[Signature]
Secretary

My Commission Expires: 2009

[NOTARIAL SEAL]

BOARD OF DIRECTORS, MORGAN'S CROSSING SUBDIVISION HOA

By: [Signature]
Print Name: BRUCE H. BOEN
Title: Director

By: [Signature]
Print Name: Corey C. Ralston
Title: Director

By: [Signature]
Print Name: Martin E. Lee
Title: Director

By: [Signature]
Print Name: DAVID A. LOBEZ
Title: Director

By: [Signature]
Print Name: Jan Williams
Title: Director

Ratified and Approved by the Board of Directors following their election and installation this the 23rd day of January, 2006.