

After Recording Return to:
Morris, Manning & Martin, L.L.P.
990 Hammond Drive
Suite 300
Atlanta, Georgia 30328

Cross Reference:
Declaration recorded at
Deed Book 56303, Page 248
Fulton County, Georgia Records and
Deed Book 58235, Page 183
Fulton County, Georgia Records

**SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
VOYSEY @ ALPHARETTA DOWNTOWN
FULTON COUNTY, GEORGIA**

This Second Amendment to Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown is made and entered into this 29 day of August, 2018, by NEWHALL LAND CO., a Georgia corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has filed of record that certain Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown recorded at Deed Book 56303, Page 248, Fulton County, Georgia Records (as amended the "Declaration"); and

WHEREAS, the Declarant desires to amend certain provisions contained within the Declaration; and

WHEREAS, pursuant to Article XII of the Declaration, until the termination of the Development Period, the Declaration may be amended by Declarant, who may unilaterally amend for any purpose; and

WHEREAS, the Development Period has not yet been terminated.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

I. Restrictions

Article VIII titled "Restrictions" shall be amended as follows:

Section 21. No Combination of Lots. Section 21 shall be deleted in its entirety and replaced with the following:

Contiguous Lots may not be combined together without the prior written consent of the Board of Directors. In the event that the Board of Directors does approve such a combination ("Combination Lot"), such Combination Lot shall thereafter be deemed to be a single Lot for all purposes of this Declaration and shall thereafter only be liable for assessments for which a single Lot is subject to

pursuant to this Declaration. Notwithstanding anything contained herein, such Combination Lot shall be subject to a one-time assessment in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Combination Lot Assessment"). The Combination Lot Assessment shall be due and payable upon the first transfer of title of such improved Combination Lot from Builder to Owner.

Except as specifically amended herein, all capitalized terms contained herein have the meaning ascribed to them in the Declaration and the Declaration shall remain unchanged and in full force and effect.

****Remainder of page intentionally left blank****

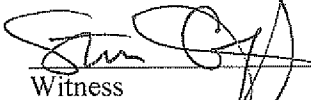
(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

(SIGNATURE PAGE OF SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VOYSEY @ ALPHARETTA DOWNTOWN)

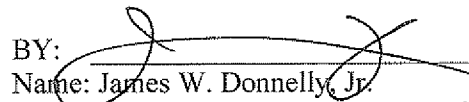
IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly
authorized officer on the day and year set forth below.

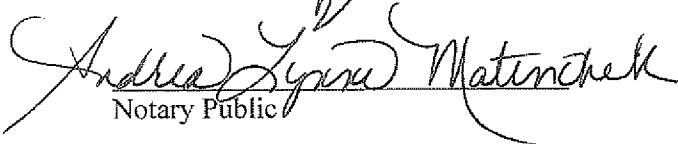
Signed, sealed and delivered this
29 day of August, 2018,
in the presence of:

NEWHALL LAND CO.,
a Georgia corporation



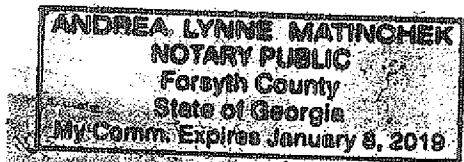
Witness

BY:  (SEAL)
Name: James W. Donnelly, Jr.
Title: President



Notary Public

[Notary Seal]



Deed Book 59183 Page 125
Cathelene Robinson
Clerk of Superior Court