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Return to: Lake Sovereign Homeowners Association, Inc.
Attention: President
330 Lake Sovereign Court
Canton, Georgia 30114

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 2657
Page 110

COUNTY OF CHEROKEE

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE SOVEREIGN SUBDIVISION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lake Sovereign Subdivision was recorded on March 21, 1997, in Deed Book 2657, Page 110, et seq., Cherokee County, Georgia Records ("Declaration"); and

WHEREAS, Article VIII, Section 8.02 of the Declaration provides for amendment of the Declaration by an agreement signed by at least seventy-five (75%) percent of the Owners; and

WHEREAS, at least seventy-five (75%) percent of the Owners of the Association desire to amend the Declaration and have approved this amendment; and

WHEREAS, this amendment is not material with respect to first mortgagees in that it does not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to this amendment, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagee;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Lake Sovereign Subdivision is hereby amended as follows:

I.

Article IV, Section 4.05 (a) of the Declaration is hereby deleted in its entirety and the following is substituted therefore:

- (a) Upon the first sale to an Owner who will individually or through tenants or assigns occupy a Lot, such sale to be made by Declarant or by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon and on all subsequent resales

of Lots, the purchaser of a Lot shall pay an initiation fee to the Association in an amount determined by the Board of Directors, which amount shall never be more than two times the amount of the annual maintenance/assessment fee payable by each Lot Owner, which amount may change from year to year.

2.

Article V, Section 5.14 of the Declaration is hereby deleted in its entirety and the following is substituted therefore:

5.14 Fences, Gazebos, Walls, Terraces, Decks and Arbors. All proposed gazebos, walls, wood fences, terraces, decks and arbors must be of a unifying design, consistent with the architectural character of the house and approved by the Architectural Review Committee. Fences shall be limited to decorative black metal, wood materials of natural wood colors and shall be located in rear or side yards, only. All referenced items in this section shall be maintained in a good state of repair. All chain link fences are prohibited, except in connection with community recreational facilities.

3.

Article V, Section 5.17 (a) is hereby deleted in its entirety and the following is substituted therefore:

All statue, statuary concrete and/or cement figurines, bird baths, benches and sculpture, if visible from the street, should be tasteful, blend with the natural environment, be in keeping with the style of the house, and be approved by the Architectural Review Committee.

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Cherokee County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

IN WITNESS WHEREOF, the undersigned officers of Lake Sovereign Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with proper notices given.

This 16th day of April, 2003.

ASSOCIATION: LAKE SOVEREIGN HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this 17th day of April, 2003.

Orsley Costello
Witness

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires June 20, 2004

By:

[Signature]
President

Attest:

[Signature]
Secretary

