

FILED AND RECORDED

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CROSS REFERENCE: DEED BOOK 6574, PAGE 244; DEED BOOK 6685, PAGE 330; DEED BOOK 6872, PAGE 0083, COBB COUNTY, GEORGIA RECORDS

Jay C. Stephenson

STATE OF GEORGIA

COUNTY OF COBB

SECOND AMENDMENT AND RE-STATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUSTIN LAKE SUBDIVISION

THIS AMENDMENT, made and entered into as of the 27th day of October, 1993, by AUSTIN LAKE DEVELOPMENT COMPANY, a joint venture composed of AUSTIN VENTURES, INC., a Georgia corporation and REDDEN VENTURES, INC., a Georgia corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision, dated March 26, 1992, filed April 8, 1992, in Deed Book 6574, Page 244 and re-recorded in Deed Book 6685, Page 330, Cobb County, Georgia records (hereinafter referred to as the "Declaration"), which was amended by First Amendment and Re-Statement of Declaration of Covenants, Conditions and Restrictions for Austin Lake Subdivision, dated September 25, 1992, filed September 28, 1992, recorded in Deed Book 6872, Page 83, aforesaid records which, among other things extended this Declaration to additional real property known as "Phase II" of the Austin Lake Subdivision; and

WHEREAS, the Declaration provides that this Declaration may be amended unilaterally at any time and from time to time by Declarant; and

WHEREAS, Declarant is desirous of deleting the language in Section 5.05 of the Declaration regarding the Association being responsible for and paying for yard maintenance on all Lots numbered 23-43;

NOW THEREFORE, Declarant hereby amends the Declaration under and pursuant to the authority set forth in the Declaration as follows:

1. Section 5.05 Yard Maintenance. Section 5.05 of the Declaration regarding yard maintenance shall be deleted in its entirety, and in its place shall be inserted the following language regarding yard maintenance:

"Section 5.05 Yard Maintenance. Yard Maintenance shall be the exclusive responsibility of the Owners as to their respective Lots. Such yard maintenance shall include but not be limited to the maintenance of lawns, planting beds, trees and shrubbery."

2. Effect of this Amendment. Except as heretofore and specifically modified by this Amendment, all terms and conditions of the Declaration are hereby restated in their entirety as originally written and shall remain in full force and effect to bind the Property and the Phase II Property.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed and sealed as of the day and year first above written.


DECLARANT:


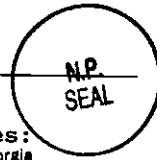
Signed, sealed and delivered in the presence of:

AUSTIN LAKE DEVELOPMENT COMPANY,
a joint venture


Unofficial Witness

BY: Austin Ventures, Inc., a
Georgia corporation

By: 
Chester A. Austin,
President


Notary Public 
My Commission Expires:
Notary Public, Cobb County, Georgia
My Commission Expires Oct. 25, 1995

[CORPORATE SEAL

CORPORATE SEAL

BY: Redden Ventures, Inc., a
Georgia corporation

By: 
Raymond Redden, President

[CORPORATE SEAL]

CORPORATE SEAL

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