

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

After Recording Return To:
The Feldman Law Firm, LLC
500 Sugar Mill Road, Suite 200B
Atlanta, GA 30350
Attn: Paul J. Sharman

Cross Reference:
Deed Book 4540, Page 060

STATE OF GEORGIA

COUNTY OF CHEROKEE

SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITION, RESTRICTIONS
AND EASEMENTS FOR SERENADE

This Second Amendment to the Declaration of Covenants, Restrictions and Easements for Serenade (hereafter referred to as "Amendment") is made on the date set below.

W I T N E S S E T H:

WHEREAS, McCar Development Corp., a Georgia corporation, recorded that certain Declaration of Covenants, Restrictions and Easements for Serenade on April 16, 2001, in Deed Book 4540, Page 060 of the Cherokee County, Georgia land records (hereafter referred to as "Declaration");

WHEREAS, Serenade Homeowners Association, Inc. (hereafter referred to as the "Association") is the Homeowners Association identified in the Declaration and existing and operating in the Serenade subdivision;

WHEREAS, pursuant to Article X of the Declaration, the Declaration may be amended by the affirmative vote, written consent, or any combination thereof of two-thirds (2/3) of the Lot Owners (other than Declarant) and approval of such amendment by the Declarant, so long as the Declarant owns any property for development and/or sale in the community; and

WHEREAS, the Declarant no longer owns any property for development and/or sale in the community; and

WHEREAS, the following Amendment has been approved by the required percentage of the members of the Association as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by reference made a part hereof; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Article V of the Declaration is amended by adding by adding to the end of said Article V a new Section 10 which shall read as follows:**

Section 10. Initiation Fee. Upon each and every transfer or conveyance of a Lot to any person other than the spouse of the Owner or a trust if the Owner or his spouse are the beneficiaries thereof, the transferee or grantee becoming the Owner of the Lot shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to \$350.00 (hereinafter, the "Initiation Fee"). All Initiation Fees collected by the Association shall be deposited by the Association in a capital reserve account which shall be for the purpose of funding capital costs determined by the Board of Directors, including such capital costs as are required to repair or replace improvements which are part of the Common Property. The Initiation Fee may be increased by a majority vote of the Board of Directors.

2. **Article VII of the Declaration is amended by adding by adding to the end of said Article VII a new Section 14 which shall read as follows:**

Section 14. Prohibition on Leasing. In order (1) to carry out the purposes for which the Community was formed by preserving the character of the Community as a homogeneous residential community of predominantly owner-occupied homes and by preventing the homes from assuming the character of a renter-occupied complex, (2) to assist in compliance with the eligibility requirements for financing in the secondary mortgage market and (3) for other purposes, leasing of Lots in the Community shall be limited to five percent (5%) of the total number of Lots located in the Community, and only in the case of undue hardship, as must be demonstrated to the Board of Directors.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly executed on this 1st day of Sept., 2009.

SERENADE HOMEOWNERS
ASSOCIATION, INC.

Carl Gade
Signature of President

Print Name: Carl Gade

Kristin Laroni
Signature of Secretary

Print Name: Kristin Laroni

Sworn to and subscribed before me
this 1 day of Sept., 2009.

Witness: Mark Russell

Notary Public

Janice Kuper
Notary Public,
My Commission Expires March 27, 2011

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Serenade Homeowners Association, Inc. hereby swear under oath that the above Amendment was duly approved by the agreement of members of the Association holding at least two-thirds (2/3) of the total Association vote.

Sworn to and subscribed before me

this 1st day of Sept., 2009.

Janyth Kepic
Notary Public

My Commission Expires: _____
JANYTH KEPIC
Notary Public, DeKalb County, Georgia
My Commission Expires March 27, 2011

Carl Gade
CARL GADE, President

Kristin Leconi
Kristin Leconi, Secretary