

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

Cross Reference:
Declaration recorded at
Deed Book 56798, Page 181 *et seq.*,
Fulton County, Georgia records

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
WEST TOWN**

This First Amendment to Amended and Restated Declaration of Covenants, Restrictions and Easements for West Town is made and entered into this 31st day of December, 2016, by Landmark Partners 2 LLC, a Georgia limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant has filed of record that certain Declaration of Covenants, Restrictions and Easements for West Town recorded at Deed Book 56798, Page 181 *et seq.*, Fulton County, Georgia Records (said Declaration being herein referred to as 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:

The first paragraph of Section 1 of Article IX of the Declaration (Association's Maintenance Responsibility) is hereby deleted and replaced with the following:

Section 1. Association's Maintenance Responsibility. Except as may be specifically provided otherwise below, the Association shall maintain the Area of Common Responsibility (whether or not constituting Common Areas), including: (i) all entrance gates (if any) and entry features to the Property, including any electrical and irrigation systems serving the entry features; (ii) all streets, alleys, parking areas (other than driveways) and sidewalks paralleling streets (but not front walks leading from a sidewalk or driveway to a homeowner's front stoop or front steps); (iii) all perimeter fencing around the boundaries of the Property, if any (provided that in no event shall the Association be responsible for the maintenance of any fencing installed by, or at the request of, an Owner); (iv) all entrance landscaping and landscaping within public rights-of-way abutting the Property;; (iv) all landscaping approved by the Association pursuant to Section 3, Article IX hereinbelow; (v) all storm water detention or drainage facilities serving the Property, if any; (vi) all amenities, if any; and (vii) sanitation removal, if and to the extent not included as a city services.

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.

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
31st day of December, 2016
in the presence of:

LANDMARK PARTNERS 2 LLC,
a Georgia limited liability company

Ashley Smith
Unofficial Witness
Amber Cogland
Notary Public

By: [Signature] (SEAL)
Adam Brock, Manager



Cathelene Robinson
Clerk of Superior Court
Fulton County
136 Pryor Street SW

PLEASE RETAIN THIS RECEIPT, THANK YOU

CFN	Inst	Bk & Page	Amount
2017-010687	COVE AM	DE-57100-424	\$12.00
0000-000000	ADD CR	XX-00-00	\$2.00

Date Filed: Jan-24-2017 at 09:47am

Register/Trans: CCD 20170124-41
Presented By: BROCK BUILT HOMES, LLC

RECORDING	\$12.00
TOTAL FEES DUE	\$14.00
Payment for Recording Fees:	
Cash	\$14.00
TOTAL AMOUNT TENDERED	\$14.00
BALANCE DUE	\$0.00

DUPLICATE RECEIPT
Printed January-24-2017 at 09:48 AM