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MACON CO, NC FEE \$23.00
PRESENTED & RECORDED

10-13-2010 04:02:32 PM

TODD RABY
REGISTER OF DEEDS
BY: TODD RABY
REGISTER

BK: CRP Y-33

PG: 1098-1101

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
EASEMENTS AND CONDITIONS FOR DIAMOND FALLS ESTATES, A SUBDIVISION**

This Amendment to Declaration of Protective Covenants, Easements and Conditions for Diamond Falls Estates, A Subdivision, is made effective the recording date hereof.

Whereas, the Original Declaration of Protective Covenants, Easements and Conditions for Diamond Falls, A Subdivision (Original Declaration) was recorded on January 6, 2009 at Book T-32, Pages 934-945, Macon County Registry; and

Whereas the first Amendment to Declaration of Protective Covenants, Easements and Conditions for Diamond Falls, A Subdivision (Original Declaration) was recorded on March 25, 2009 at Book X-32, Pages 1889-1891, Macon County Registry; and

Whereas, the Original Declaration provided in paragraph 28 that it could be amended in whole or in part at any time by a duly recorded amendment signed by the Declarant, Diamond Falls Estates, LLC until it had sold all of the Lots subject to the Original Declaration; and

Whereas, the property subject to the Original Declaration is described as a portion of the lands obtained by those deeds recorded at Book C-32, Pages 1327 and Book T-32, Page 932, Macon County Registry and further shown on that Plats recorded at Plat Cards 5997 & 5998, Macon County Registry (The Property) to which reference is made for a more complete description; and

Whereas, the undersigned, Declarant, who is still the owner of Lots subject to the Original Declaration amends the declaration as follows:

Paragraph I of the Restrictions Section of the Original Declaration is amended to delete the following provision:

Any campers, travel trailers, recreational vehicles, boats, watercraft, trucks used for commercial purposes, or similar vehicles, which are kept or maintained on any Lot shall be stored in an enclosed or screened area out of the view of other Lots in the Subdivision and roads in the Subdivision.

Paragraph 1 of the Restrictions Section of the Original Declaration is amended to add the following provision:

A recreational vehicle that is well cared for and mechanically sound may be utilized on a temporary basis on a Lot no more than 14 days per month. The Lot owner shall give written notice to the Diamond Falls Estates Property Owners Association of the dates the recreational vehicle will be utilized.

Whereas the first Amendment to Declaration of Protective Covenants, Easements and Conditions for Diamond Falls, A Subdivision (Original Declaration) was recorded on March 25, 2009 at Book X-32, Pages 1889-1891 which changed certain home square footage sizes and is again modified below as follows:

Paragraph 2 of the Restrictions Section of the Original Declaration is modified as follows:

2. Each principal residence constructed on any Lot shall consist of not less than 1200 square feet of enclosed heated floor space for a single floor residence or two floor residence. No building may exceed two stories in height (excluding crawl space and basement). The landscaping and grassing of each Lot shall be completed within one year from the time any construction begins on any Lot. All exterior construction shall be completed within one year after it has commenced.

The first sentence of Paragraph 3 of the Restrictions Section of the Original Declaration is amended to read as follows:

Paragraph 5 of the Restrictions Section of the Original Declaration is amended to read as follows:

5. Except as otherwise provided herein, no residence, building, or any other structure shall be built or maintained within 30 feet of any road right of way and 20 feet from any side or rear property line or within 30 feet from any creek or branch unless a variance is first obtained in writing from the Architectural Review Committee. For Lots 147-158, Phase I, no residence, building, or any other structure shall be built or maintained within 20 feet of any road right of way, 10 feet from any side property line, 15 feet from any rear property line or 30 feet from any creek. For Lots 13 & 107, Phase I, no residence, building, or any other structure shall be built or maintained within 20 feet of any road right of way, 10 feet from any side property line, 10 feet from any rear property line or 30 feet from any creek. This restriction shall not apply with respect to the interior boundaries between Lots being improved as a unit.

Paragraph 12 of the Restrictions Section of the Original Declaration, set out below for reference only, is amended to read as follows:

12. Only the Owner or Owners of any Lot shall operate or permit to be operated by those under their control, or by guests or others who ought to be under their control, motorcycles, three wheelers, four wheelers, ATV's, off-road vehicles or similar vehicles within the boundaries of the Subdivision if they have valid driver's license. No vehicle may be operated within the Subdivision unless currently legally licensed and insured. No such vehicle may be operated within the Subdivision before 10 am. or after 7pm. No such vehicle may be operated at excessive speeds or in such a way as to constitute a nuisance or a safety hazard. No such vehicles shall ever be occupied on Common Areas other than subdivision streets, parking lots or any areas designated for such use by the Diamond Falls Estates Property Owners Association.

Paragraph 15 of the Restrictions Section of the Original Declaration, is amended to read as follows:

15. No outdoor clotheslines will be permitted on any Lot. No sculptures, statues, or other artificial yard toys or adornments will be permitted on any Lot without the express prior written permission of the Architectural Review Committee. Swing sets are allowed as long as they are

kept in good repair.

Paragraph 21 of the Restrictions Section of the Original Declaration, is amended to read as follows:

21. Open, Grassy areas such as lawns and meadows shall be mowed at least annually. Thereafter, mowing shall be as needed.

All of the other provisions of the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF the Declarant has caused these presents to be properly executed.

DIAMOND FALLS ESTATES, LLC

BY: Shirley Buaf
Shirley Buaf, Member Manager

State of Georgia, County of Bibb

I, Kathy Marie Phelps, a Notary Public of the County and State aforesaid, certify that Shirley Buaf, personally came before me this day and acknowledged that the foregoing instrument was signed by her as an official act of Diamond Falls Estates, LLC.

Witness my hand and official stamp or seal, this 13th September, 2010.

Kathy Marie Phelps
Notary Public Seal-Stamp
My Commission expires: June 7, 2011

BY: Charles
Charles Buaf, Member Manager

State of Georgia, County of Bibb

I, Kathy Marie Phelps, a Notary Public of the County and State aforesaid, certify that Charles Buaf, personally came before me this day and acknowledged that the foregoing instrument was signed by her as an official act of Diamond Falls Estates, LLC.

Witness my hand and official stamp or seal, this 13th September, 2010.

Kathy Marie Phelps
Notary Public Seal-Stamp
My Commission expires: June 7, 2011

In Witness Whereof, the undersigned Lot Owners have set their hands and seals the dates shown below indicating their agreement to the foregoing amendment to the Declaration.

Signature:  (SEAL)
Roger J. Ahl
Lot Number 142, Phase 1

Signature:  (SEAL)
Eileen V. Ahl
Lot Number 142, Phase 1

State of North Carolina, County of Macon
I, COLLEEN C. ERVIEBEN, a Notary Public of the aforesaid County and
State hereby certify that Roger J. Ahl and Eileen V. Ahl, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument for the purposes therein
expressed.

Witness my hand and Notarial Seal, this 4 Oct.

Colleen C. Erviben
Notary Public
My Commission Expires: 6/29/2011

