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DeKalb County, Georgia

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STATE OF GEORGIA
COUNTY OF DEKALB

Cross References: Deed Book 13853, Page 424
Deed Book 14465, Page 472

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR ENCLAVE AT BILTMORE PARC, DEKALB COUNTY, GEORGIA**

WHEREAS, Declarant recorded a Declaration of Covenants, Restrictions and Easements for Enclave at Biltmore Parc, Dekalb County, Georgia at Deed Book 13853, Page 424, et seq., Dekalb County, Georgia Records, as amended at Deed Book 14465, Page 472, Dekalb County, Georgia Records (the “Declaration”); and

WHEREAS, Article 11, Section 11.6 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent of the Owners of at least two-thirds of the Units and the consent of the Declarant; and

WHEREAS, Declarant no longer owns any property in the Enclave at Biltmore Parc and a certificate of occupancy has been issued for each Unit and, therefore, the rights of Declarant to take, approve or consent to actions under the Declaration have been terminated; and

WHEREAS, Owners of at least two-thirds of the Units have provided their affirmative vote or written consent to amend the Declaration;

NOW, THEREFORE, the Second Amendment to Declaration of Covenants, Restrictions and Easements for Enclave at Biltmore Parc, Dekalb County, Georgia is hereby amended as follows:

1.

Article 5, Section 5.1 of the Declaration is hereby deleted in its entirety and the following substituted therefore:

“5.1 Association’s Maintenance Responsibility. The Association shall maintain: (a) all entry features and entry area landscaping whether or not such landscaping is on a Lot, privately owned property or public right-of-way; (b) the exterior portions of all Units; (c) landscaping in Enclave at Biltmore Parc as provided in Section 5.4; (d) all storm water detention/retention ponds and storm water drainage facilities serving Enclave at Biltmore Parc, if and to the extent such facilities are not maintained by a governmental entity or the Owners of Units containing such facilities; and (e) all water lines within Enclave at Biltmore Parc serving more than one Unit and the expenses for water provided to Common Property in Enclave at Biltmore Parc. Exterior maintenance of Units by the Association shall include painting of all exposed painted surfaces of buildings containing Units, roof maintenance, repair and replacement of such other maintenance as the Board of Directors shall determine will be done by the Association. The Association shall not be required to maintain windows, replace broken glass, repair or replace exterior lighting or maintain any mechanical equipment which serves only one Unit. In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guest, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.”

2.

Article 5, Section 5.4 of the Declaration is hereby deleted in its entirety and the following substituted therefore:

“5.4 Yard Maintenance. The Association shall maintain and keep in good repair the exterior portions of Enclave at Biltmore Parc and the yards located on each Unit. Any common irrigation system installed by the Declarant or the Association shall be Common Property, operated, maintained, and repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any. In the event that the Owner of a Unit obtains approval to construct a fence in accordance with this Section, the Association shall no longer be obligated to perform landscaping to enclosed portions of the Unit and such landscaping shall be the sole responsibility of the Owner. ”

3.

Article 5 of the Declaration shall be amended by adding the following Section 5.9:

“5.9 Individual Water Meters. The Association, acting through the Board, shall have the power and authority to cause the installation of separate water meters for each Unit and/or to require the Unit Owner to cause the installation of such meter.

Unit Owners shall facilitate any inspections necessary and shall otherwise cooperate with

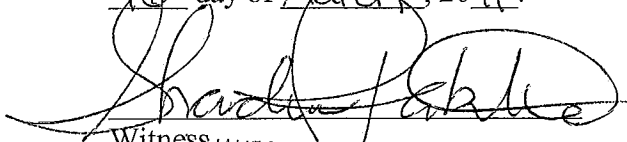
the Association regarding the installation of these meters. Each Unit Owner shall afford to the Association, its agents or employees, access through the Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their power and authority hereunder. Any and all costs for such installation, inspection, permitting, repair, maintenance and usage of or relating to the individual water meters shall be the sole obligation and expense of the Unit Owner and shall no longer constitute a common expense to be paid by the Association."

IN WITNESS WHEREOF, the undersigned officers for Enclave at Biltmore Parc Homeowners Association, Inc., hereby certify that the above Second Amendment to Declaration of Covenants, Restrictions and Easements for Enclave at Biltmore Parc, DeKalb County, Georgia was duly adopted by the required affirmative vote or written consent of the Owners and any required notices were duly given.

This 16 day of March, 2011.

Sworn to and subscribed to
before me this

16 day of March, 2011.

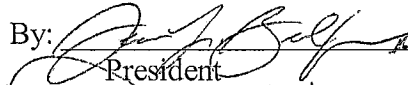


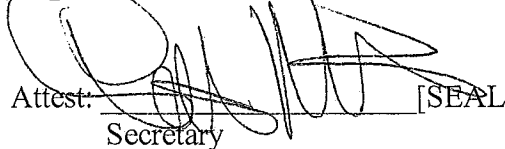
Witness SHADRONE PEMBERTON
NOTARY PUBLIC
DOUGLAS COUNTY
STATE OF GEORGIA
My Commission Expires September 18, 2011

Notary Public

[NOTARY SEAL]

**ENCLAVE AT BILTMORE PARC
HOMEOWNERS ASSOCIATION, INC.**

By:  [SEAL]
President

Attest:  [SEAL]
Secretary

[CORPORATE SEAL]