

**ELECTRONICALLY FILED**

Book 8428 Page 337-341  
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Clerk of Superior Court

Forsyth County, Georgia

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After recording, please return to:  
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CROSS REFERENCE: Deed Book: 8231  
Page: 120

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**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MIDWAY VILLAGE**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIDWAY VILLAGE (hereinafter referred to as "First Amendment") is made this 22nd day of December, 2017 by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **MIDWAY VILLAGE TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter, the "Association").

WITNESSETH

**WHEREAS**, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Midway Village, which was recorded June 20, 2017 at Deed Book 8231, Pages 120-184, Forsyth County, Georgia land records (hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration"); and

**WHEREAS**, Article 10, Section 10.6(c) of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Units and the consent of the Declarant; and

**WHEREAS**, Declarant is the Owner of all of the Units in the Community and desires to amend the Declaration as set forth herein, as evidenced by the signature attached hereto and by this reference incorporated herein;

**NOW THEREFORE**, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Midway Village, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding a new Section 5.12, entitled "Trash Removal and Recycling," to the end of Article 5 to read as follows:

5.12 Trash Removal and Recycling.

(a) General. The Association shall have the right, but not the obligation, to designate and contract with a private trash removal company on behalf of all Owners and Occupants in the Community to pick up all usual and customary household trash and recycling on a regular basis.

(b) Costs of Trash Removal. Upon the execution of a contract with a private trash removal company as provided above, all charges for usual and customary trash collection and recycling shall be assessed to each Lot equally as part of the general assessment in accordance with Section 4.4 hereof. While the removal of normal household trash and recycling will be covered by such contract, additional charges may be incurred for the removal of used appliances, other large items or any other extraordinary pick-up needs and such additional charges incurred by the Association may be specifically assessed against the applicable Lot pursuant to Section 4.7 hereof. If a Lot Owner, for any reason, refuses trash collection and recycling service provided by the Association, such Owner shall nevertheless still be obligated to pay the full amount of the general assessment.

(c) Rules and Regulations. Unless otherwise provided by the Board, trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick-up and shall be removed within twenty-four (24) hours. When not in use, all trash and recycling receptacles shall be stored in the garage. All Community trash removal and recycling shall be subject to such further rules and regulations as the Board may adopt, including without limitation, the designation of a particular trash pick-up day throughout all or a portion of the Community.

2.

The Declaration is further amended by deleting Article 7, Section 7.16, entitled "Garbage Cans, Woodpiles, Etc.," in its entirety and replacing it with a new Section 7.16 to read as follows:

0.16 Garbage Cans, Woodpiles, Etc. All garbage cans, recycling bins, woodpiles, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community.

3.

Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration.

4.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Forsyth County, Georgia and shall be enforceable against current Owners of a Unit subject to the Declaration.


5.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: LENNAR GEORGIA, INC., a Georgia corporation

By:   
Print Name: JIM BOWERSOX  
Title: VICE PRESIDENT

Signed, sealed, and delivered in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires

  
[NOTARY SEAL]

[CORPORATE SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

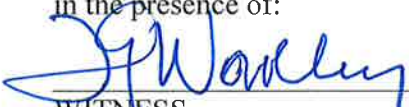
IN WITNESS WHEREOF, the Association hereby consents to and acknowledges this First Amendment under seal as of the day and year first above written.

ASSOCIATION: **MIDWAY VILLAGE TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation

By:   
Lora Bowers, Treasurer

Attest:   
James Bowersox, Secretary

Signed, sealed, and delivered in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires:

[NOTARY SEAL]



[CORPORATE SEAL]

