

Participant ID: 0437264025

**BK 9133 PG 672 - 676**

After recording, please return to:  
Rachel E. Conrad  
Dorough & Dorough, LLC  
Attorneys at Law  
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Decatur, Georgia 30030  
(404) 687-9977

CROSS REFERENCE: Deed Book: 8114  
Page: 375

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**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHATSWORTH MANOR**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHATSWORTH MANOR (hereinafter referred to as "Second Amendment") is made this 3rd day of December, 2019 by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **CHATSWORTH MANOR HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter, the "Association").

WITNESSETH

**WHEREAS**, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chatsworth Manor, which was recorded February 28, 2017 at Deed Book 8114, Pages 375-437, Forsyth County, Georgia land records; as amended by that certain First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chatsworth Manor, recorded February 8, 2018 in Deed Book 8468, Pages 590-594, aforesaid records (hereinafter as supplemented and/or amended from time to time, collectively referred to as the "Declaration"); and

**WHEREAS**, Article 10, Section 10.6(a) of the Declaration provides, in pertinent part, that Declarant may unilaterally amend the Declaration for any purpose; provided, however, such amendment does not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot or adversely affect title to any Lot without the consent of the Owner of such Lot; and

**WHEREAS**, this Second Amendment does not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot or adversely affect title to any Lot; and

**WHEREAS**, Declarant 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 Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chatsworth Manor, 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 deleting Article 4, Section 4.13, entitled "Working Capital Contribution," in its entirety and replacing it with a new Section 4.13 to read as follows:

4.13 Working Capital Contribution. Upon each and every transfer or conveyance of title to a Lot after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board, from time to time in its sole discretion, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

2.

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

3.

This Second 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 Lot subject to the Declaration.

4.

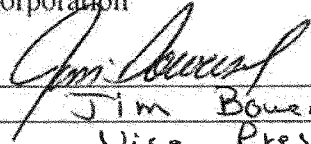
Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]


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

DECLARANT: **LENNAR GEORGIA, INC.**, a Georgia corporation

By:  
Print Name:  
Title:

  
\_\_\_\_\_  
Jim Bowesox  
\_\_\_\_\_  
Vice President

Signed, sealed, and delivered in the presence of:

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

ASSOCIATION:

**CHATSWORTH MANOR  
HOMEOWNERS ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

By:

Holly Yaeger  
Holly Yaeger, President

Attest:

Carter Richardson  
Carter Richardson, Secretary

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

My Commission

[NOTARY SEAL

MAY 28 2022



[CORPORATE SEAL]

