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Forsyth County, Georgia
Dorough & Dorough, LLC (404) 687-9977

After recording, please return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 8328
Page: 290

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CANNON PLACE**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CANNON PLACE (hereinafter referred to as "First Amendment") is made this 16th day of October, 2017 by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **CANNON PLACE 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 Cannon Place, which was recorded September 18, 2017 at Deed Book 8328, Pages 290-354, 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;

THE PURPOSE OF THIS FIRST AMENDMENT IS TO DISCLOSE INFORMATION REGARDING THE RETAINING WALLS LOCATED WITHIN THE COMMUNITY

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Cannon Place, 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 the following language to the end of the first paragraph of Section 5.1:

In addition to the foregoing, the Association shall be responsible for the maintenance, repair and replacement to and of any retaining wall located in the Community, regardless of whether the same is located on a Unit or Common Property, as the same may be identified on the recorded subdivision plat(s).

2.

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

5.12 Retaining Walls.

(a) General. The Community contains several retaining walls which help stabilize certain slopes within the development. As provided in Section 5.1 hereof, the Association shall be responsible for the maintenance, repair and replacement to and of any retaining wall located in the Community, regardless of whether all or a portion thereof is located on a Unit or Common Property, as the same may be identified on the recorded subdivision plat(s). In addition to the foregoing, the Association shall be responsible for inspecting the retaining walls on an annual basis. The costs associated with such inspection, maintenance, repair and replacement shall be included as part of the general assessment to be paid by all Unit Owners equally; provided, however, in the event that any maintenance, repair or replacement to all or any portion of a retaining wall is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, 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 Unit of such Owner as a specific assessment.

The Association may not alter or change the maintenance responsibilities of the retaining walls as provided herein unless an amendment to the Declaration has been approved by: (a) Owners of at least two thirds (2/3) of the Units in the

Community as provided in Section 10.6 hereof; (b) Owners of all Units upon which any portion of a retaining wall is located; and (c) the Declarant until the rights of Declarant have terminated as provided in Section 10.5 hereof.

(b) Easements Reserved. Declarant hereby grants to the Association an easement over, under, through and across the exterior portions of any Unit containing any portion of a retaining wall as may be reasonably necessary to inspect, maintain, repair, replace and improve such retaining wall as provided herein.

(c) Use Restrictions. Any modification or alteration on or to a Unit containing a retaining wall or a Unit located adjacent to a retaining wall shall be approved pursuant to Article 6 hereof. In addition to the foregoing, the Owners of any Unit which contains a retaining wall and Owners of a Unit which is located adjacent to any portion of a retaining wall: (i) may not make any changes in and around such retaining walls and Unit, including, without limitation, changes to the drainage in and around said retaining walls; (ii) may not plant or install deep rooted trees or plant materials or install an irrigation system within fifteen (15) feet of any retaining wall; or (iii) take any other action or do any other thing that may adversely affect or undermine any retaining wall, as determined by the Board in its sole discretion. Any modification or alteration to a Unit which damages any portion of a retaining wall shall be the responsibility of the Unit Owner at his or her own cost and expense.

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.

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:
Title:

Chris Felton
Chris Felton
Vice President

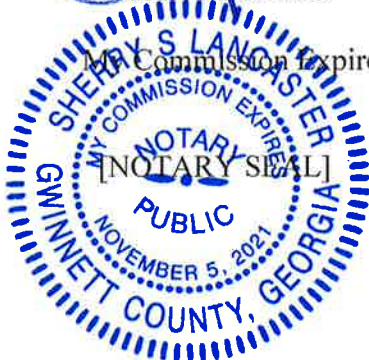
Signed, sealed, and delivered in the presence of:

[CORPORATE SEAL]

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-5-2021



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

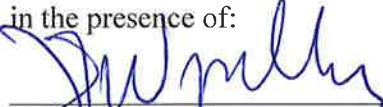
IN WITNESS WHEREOF, the Association hereby consents to and acknowledges this First Amendment under seal as of the day and year first above written.

ASSOCIATION: **CANNON PLACE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 
Chris Recker, President

Attest: 
James Bowersox, Secretary

Signed, sealed, and delivered in the presence of:


WITNESS


NOTARY PUBLIC

[CORPORATE SEAL]



My Commission Expires: 11-5-2021

