

After Recording Return to:  
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CROSS REFERENCE: Deed Book: 56382  
Page: 70

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

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARLOW (hereinafter referred to as "First Amendment") is made this 18 day of August, 2023 by **EA HOMES, LP**, a Delaware limited partnership (hereinafter referred to as "Declarant" and "EA Homes") and **HARLOW HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association");

**WITNESSETH**

**WHEREAS**, CRP EAH ORR, L.L.C., a Delaware limited liability company, as "Declarant," executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Harlow, which was recorded July 20, 2016 at Deed Book 56382, Page 70, *et seq.*, Fulton County, Georgia land records (hereinafter as amended and/or supplemented from time to time, referred to as the "Declaration"); and

**WHEREAS**, CRP EAH ORR, L.L.C. assigned all of its rights, title, and interest as Declarant arising under the Declaration to EA Homes pursuant to that certain Transfer of Declaration Rights (Harlow), which was recorded April 9, 2019 at Deed Book 59872, Page 546, *et seq.*, Fulton County, Georgia land records; and

**WHEREAS**, Article 11, Section 11.6(a) of the Declaration provides, in pertinent part, that the Declarant may unilaterally amend the Declaration for any purpose; provided, however, such

amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Unit without the consent of the affected Owner; and

**WHEREAS**, this First Amendment does not materially adversely affect the substantive rights of any Owner to use his or her Unit; and

**WHEREAS**, Declarant desires to amend the Declaration as provided herein, as evidenced by the signatures 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 Harlow, 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 7, Section 7.13, entitled "Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items," in its entirety and replacing it with a new Section 7.13 to read as follows:

7.13 Artificial Vegetation, Gardens, Play Equipment , Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of any property in the Community unless it has been approved pursuant to Article 6 hereof. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains or water features may be erected on any Unit without prior written approval in accordance with the provisions of Article 6 hereof or as may be otherwise permitted in the Architectural Guidelines.

2.

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

3.

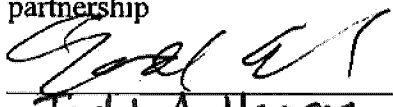
This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against current Owners of a Unit subject to the Declaration.

4.

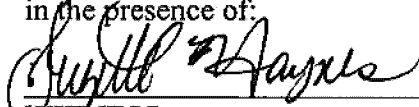
Except as herein modified, the Declaration shall remain in full force and effect.

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

DECLARANT: **EA HOMES, LP**, a Delaware limited partnership

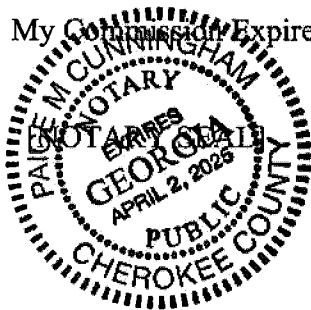
By:  (SEAL)  
Print Name: Todd A. Hager  
Title: Executive Vice President

Signed, sealed, and delivered  
in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires: 4/2/25



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

**ASSOCIATION:**

**HARLOW HOMEOWNERS**

**ASSOCIATION, INC.**, a Georgia nonprofit  
corporation

By:  
Print Name:

Andrei Leuchik (VP Harlow)  
for President Richard Kirby  
President A. Leuchik

Attest:  
Its:

Bryan Berman  
[Signature]  
Secretary

Signed, sealed, and delivered  
in the presence of:

Bry C. Isely

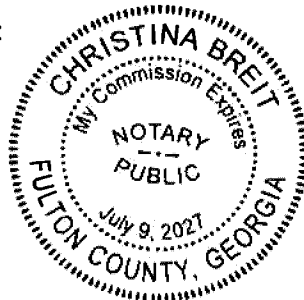
WITNESS

Christina Breit

NOTARY PUBLIC

My Commission Expires:

[NOTARY SEAL]



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