

After Recording 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: 56382
Page: 70

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

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARLOW (hereinafter referred to as "Second Amendment") is made this 18th day of January, 2024 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 Second 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 Second 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 1, Section 1.5, entitled "Charleston Units" in its entirety and replacing it with a new Section 1.5 to read as follows:

1.5 "Charleston Units" means those Units identified as Lots 1-30, 165-181, 192-197, 211-215 and Unit 261, and as may be more particularly identified on a recorded subdivision plat for the Community.

2.

The Declaration is hereby amended by deleting Article 4, Section 4.7 entitled "Neighborhood Assessments," in its entirety.

3.

Exhibit "A-1" to the Declaration is hereby deleted in its entirety.

4.

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

5.

This Second 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.

6.

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

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

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

By: [Signature] (SEAL)
Print Name: Todd A. Hager
Title: Regional # VP

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/2/25



P:\Client\EA\EA Harlow\First Amendment.Harlow.docx

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

ASSOCIATION:

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

By:
Print Name:

Richard Kirby
RICHARD KIRBY
President

Attest:
Its:

A. Twomey for Brian Berman
Secretary

Signed, sealed, and delivered
in the presence of:

[CORPORATE SEAL]

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/27/2026

[NOTARY SEAL]

