

Type: STATE LAND RECORDS
Recorded: 2/25/2019 2:27:00 PM
Fee Amt: \$20.00 Page 1 of 5
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

Participant ID: 0437264025

BK 8806 PG 631 - 635

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: 8024
Page: 675

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LAKE HAVEN**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKE HAVEN (hereinafter referred to as "Amendment") is made this 31 day of January, 2019 by LAKEHAVEN PARTNERS, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant") and LAKE HAVEN HOA, INC., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Lake Haven, which was recorded on December 5, 2016, in Deed Book 8024, page 675, *et seq.*, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia (hereinafter referred to as the "Declaration"); and

WHEREAS, Article 10, Section 10.6(a) of the Declaration provides, in pertinent part, that the Declarant may unilaterally amend the Declaration for any purpose provided that such amendment does not: (i) materially adversely affect the substantive rights of any Owner to use his or her Lot hereunder; (ii) adversely affect title to any Lot without the consent of the affected Owner; or (iii) adversely affect the rights of the holder of any security interest granted by Declarant, encumbering any portion of the Community without consent of such holder; 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; and

WHEREAS, this Amendment does not: (a) materially adversely affect the substantive rights of any Owner to use his or her Lot; (b) adversely affect title to any Lot; or (c) adversely affect the rights of the holder of any security interest granted by Declarant encumbering any portion of the Community;

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Lake Haven, 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 Article 5, Section 5.7, entitled "Trash Removal and Recycling" to read as follows:

5.7 Trash Removal and Recycling

(a) General. To minimize the number of vehicles in the Community and to protect the health and safety of Owners and Occupants, the Association shall have the right, but not the obligation, to designate and/or 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. Notwithstanding the foregoing, prior to entering into a contract with a trash removal company, the Association shall provide each Owner with at least thirty (30) days written notice (or such longer period of time as may be reasonably necessary) of its intent to do so.

(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 4.6 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. Trash and recycling shall be subject to those rules and regulations set forth in Section 7.12 hereof.

2.

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

3.

This 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.

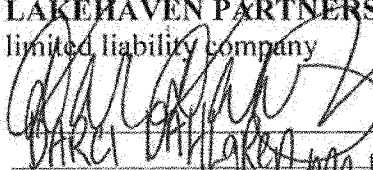
[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

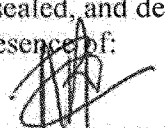
DECLARANT:

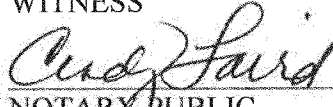
LAKEHAVEN PARTNERS LLC, a Georgia
limited liability company

By:
Name:
Title:

 (SEAL)
DARCY LAHAGUE
MANAGER

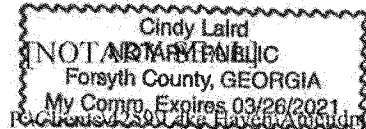
Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires:

3/26/2021



My Comm. Expires 03/26/2021
P:\Clients\250 Lake Haven\Amendment.Lakehaven.Trash Removal.doc

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

ASSOCIATION: LAKE HAVEN HOA, INC., a Georgia nonprofit corporation

By:
Name:

President

Attest:
Its:

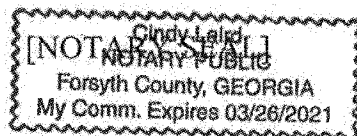
Secretary

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: 3/26/2021



[CORPORATE SEAL]

