

ELECTRONICALLY FILED
Book 8471 Page 313-317
Date 2/12/2018 Time 3:01:00 PM
Clerk of Superior Court
Forsyth County, Georgia
Dorough & Dorough, LLC (404) 687-9977

After recording, please return to:
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CROSS REFERENCE: Deed Book: 8117
Page: 620

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

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAIN CREST (hereinafter referred to as "First Amendment") is made this 9th day of February, 2018 by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **MOUNTAIN CREST 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 Mountain Crest, which was recorded March 3, 2017 at Deed Book 8117, Pages 620-689, 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(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 Owners to use and enjoy their Lots or adversely affect title to any Lot without the consent of the Owner of such Lot; and

WHEREAS, this First Amendment does not materially adversely affect the substantive rights of Owners to use and enjoy their Lots 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 First Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Mountain Crest, 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 Section 5.9, entitled "Trash Removal and Recycling," to the end of Article 5 to read as follows:

5.9 Trash Removal and Recycling.

(a) General. If and to the extent trash removal and recycling is not provided by Forsyth County, the Association shall have the right, but not the obligation, to designate and 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.

(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. Community trash removal and recycling shall also be subject to those restrictions set forth in Section 7.13 hereof.

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 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 First Amendment to be executed under seal the day and year first above written.

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

By: *Chris Reuter*
Print Name: Chris Reuter
Title: President

Signed, sealed, and delivered in the presence of:

J. Woolley
WITNESS
Sherry S. Lancaster
NOTARY PUBLIC

[CORPORATE SEAL]



My Commission Expires

[NOTARY SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

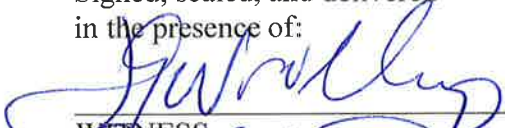
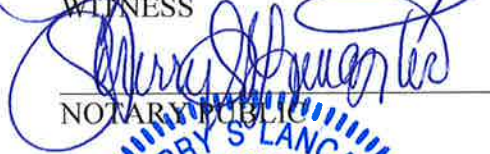
IN WITNESS WHEREOF, the Association consents and acknowledges this First Amendment under seal as of the day and year first above written.

ASSOCIATION: **MOUNTAIN CREST HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 
Chris Recker, President

Attest: 
James Bowerson, Secretary

Signed, sealed, and delivered in the presence of:


WITNESS

NOTARY PUBLIC

My Commission Expires



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