

After recording, please return to:
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Dorough & Dorough, LLC
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Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 60894
Page: 40
Deed Book: 60901
Page: 663

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENCLAVE AT CHASTAIN**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENCLAVE AT CHASTAIN (hereinafter referred to as "First Amendment") is made this 25th day of June, 2020 by **MHTP AMBLE GREEN, LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant") and **ENCLAVE AT CHASTAIN HOMEOWNERS ASSOCIATION, 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 Enclave at Chastain, which was recorded December 6, 2019 in Deed Book 60894, Page 40, *et seq.*, Fulton County, Georgia land records and re-recorded December 9, 2019 in Deed Book 60901, Page 663, *et seq.*, aforesaid records (hereinafter as such document may have been supplemented and/or amended from time to time referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation formed in accordance with the Georgia Nonprofit Corporation Code to be the Association referenced in the Declaration to have the power and authority set forth therein; and

WHEREAS, Article 11, Section 11.7(a) of the Declaration provides, in pertinent part, that the Declarant may unilaterally amend the Declaration for any purpose, provided such amendment

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

WHEREAS, Article 9, Section 9.5 of the Declaration provides, in pertinent part, that so long as Declarant owns any property in the Community or has the right to add additional property to the Community as provide in Section 2.2 of the Declaration, Declarant shall have the right, without a vote of the members of the Association, to reconfigure or relocate the Courtyard Easement Areas by recording an amendment to such effect in the Fulton County, Georgia land records; provided, however, no such relocation or reconfiguration shall materially adversely affect the Owner of a Lot entitled to the use and enjoyment of such Courtyard Easement Area without the consent of the Owner thereof; and

WHEREAS, Declarant desires to amend the Declaration to reconfigure the Courtyard Easement Areas benefiting and/or burdening Lots 23 – 28, as applicable, which Lots are owned by the Declarant as of the date this Amendment is recorded in the Fulton County, Georgia land records; and

WHEREAS, this First Amendment does not materially adversely affect the substantive rights of any Owner other than Declarant to use his or her Lot or Courtyard Easement Area;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Enclave at Chastain, 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 Exhibit "C" in its entirety and replacing it with a new Exhibit "C", which Exhibit "C" is attached to this First Amendment and by this reference incorporated herein.

2.

Unless otherwise defined herein, the 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.

4.

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

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

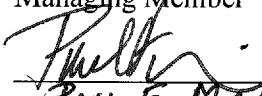
DECLARANT: **MHTP AMBLE GREEN, LLC**, a Delaware limited liability company

By: TRI-SEVEN MHH, LLC, a Delaware limited liability company, its Managing Member

By: TriPacific Residential Investors – Seven, LLC, a Delaware limited liability company, its sole member

By: TriPacific Residential Investors – Five, LLC, a Delaware limited liability company, its sole member

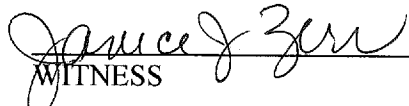
By: TriPacific Capital Advisors, LLC, a Delaware limited liability company, its Managing Member

By:  (SEAL)

Print Name: PAUL F. MANNING

Title: AUTHORIZED SIGNATORY

Signed, sealed, and delivered in the presence of:


WITNESS

NOTARY PUBLIC (SEE FOLLOWING PAGE)

FIRST AMENDMENT TO THE

Attached to and made a part of: DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENCLAVE AT CHASTAIN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

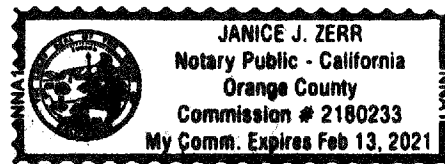
State of California)
County of Orange)

On June 25 2020, before me, Janice J Zerr, Notary Public, personally appeared PAUL F MANNING, who signed the above-referenced Instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Janice J Zerr (SEAL)



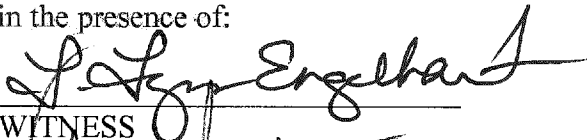
IN WITNESS WHEREOF, the Association hereby acknowledges and consents to this First Amendment as of the date and year first written above.

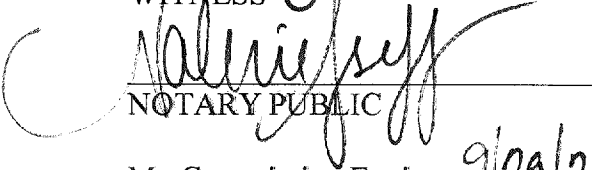
ASSOCIATION: **ENCLAVE AT CHASTAIN HOMEOWNERS ASSOCIATION, INC.**,
a Georgia nonprofit corporation

By: 
Greg Shiflett, President

[CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: 9/29/21

[AFFIX NOTARY SEAL]

VALERIE ASEFF
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires September 29, 2021

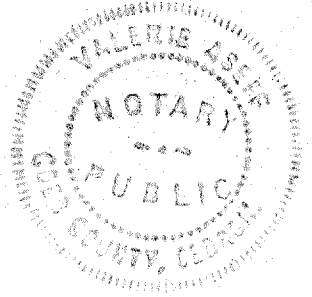
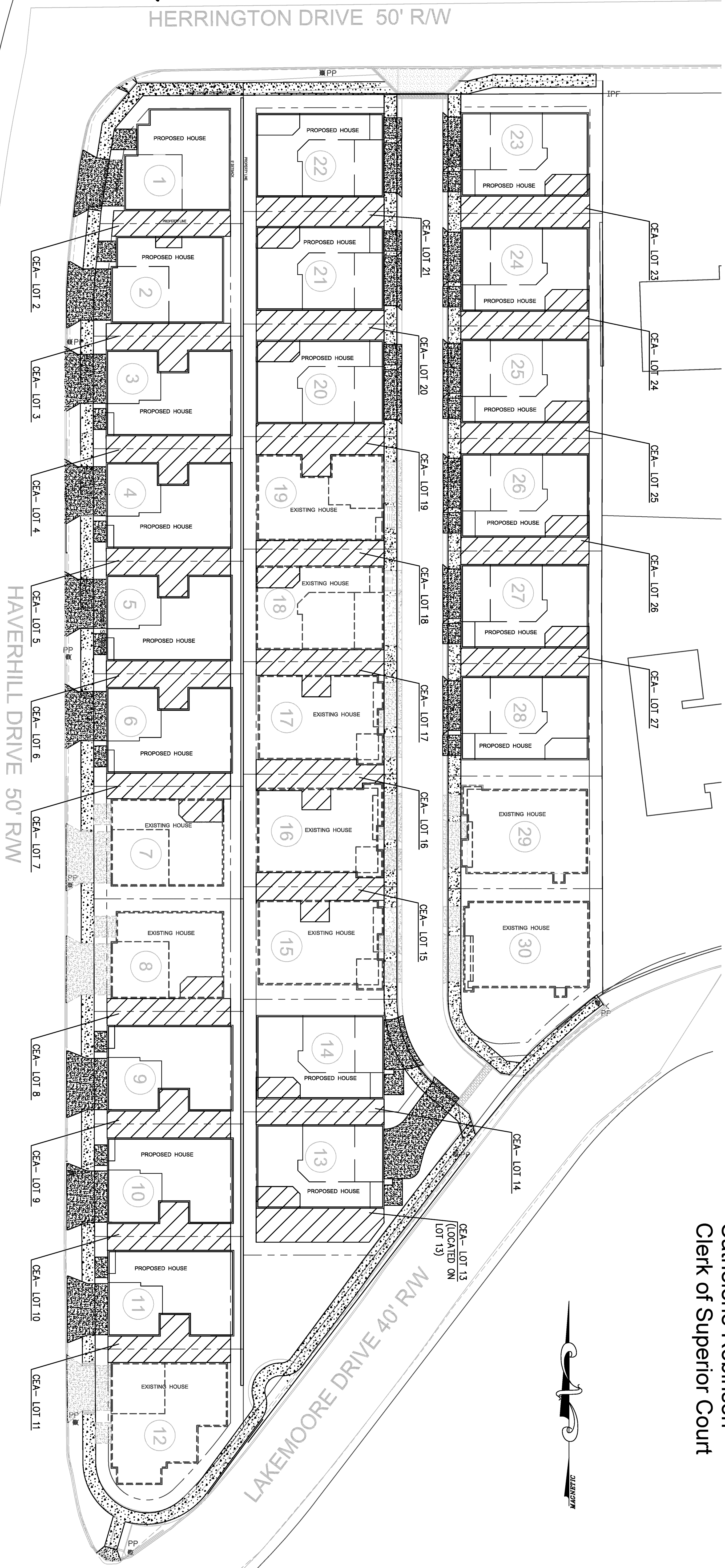


EXHIBIT "C"

Courtyard Easement Areas



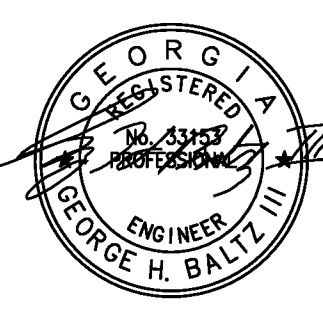
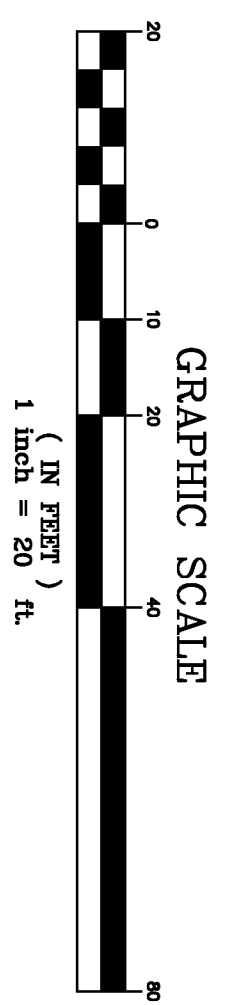
Deed Book 61837 Page 568
 Cathelene Robinson
 Clerk of Superior Court

NOTE : ALL NEW STRUCTURES ARE SHOWN WITH 10' BETWEEN BUILDINGS

COURTYARD EASEMENT AREA (CEA):

- 1.9. "COURTYARD EASEMENT AREA" MEANS THE REAL PROPERTY LOCATED BETWEEN RESIDENTIAL DWELLINGS ON ADJACENT LOTS WHICH IS RESERVED FOR THE EXCLUSIVE USE AND ENJOYMENT OF ONE OF THE ADJACENT LOT OWNERS, AS MORE PARTICULARLY SET FOR IN SECTION 9.1 HEREOF. THE COURTYARD SHALL BE FOR THE EXCLUSIVE USE OF THE OWNER WHO HAS ACCESS TO SUCH AREA FROM THE OWNER'S HOME, REGARDLESS OF WHETHER THE COURTYARD EASEMENT AREA IS LOCATED ON THE ADJACENT OWNER'S LOT.

NOTE - NO EXCLUSIVE COURTYARDS FOR LOTS: 1, 12, 22, 28, 29, & 30



House Layout Plan		REVISIONS	
DATE	11-25-19	6-18-20	CLIENT REVISIONS
SCALE	AS SHOWN		
DRAWN	PZ		
CHECKED	GHB		

Prepared for
Monte Howett Homes
 5775 Glen Ridge Drive,
 Building B, Suite 100
 Atlanta, GA 30328

Prepared By:
CRESCENT VIEW ENGINEERING, LLC.
 211 Frasier Street
 Marietta, Georgia 30060
 678-324-8410
 www.crescentvieweng.com

House Layout Plan for
Enclave at Chastain Subdivision
 Land Lot 64, 17th District
 City of Atlanta, Fulton County, Georgia

Sheet No.
P-1