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Fee Amt: \$16.00 Page 1 of 3  
Forsyth County, GA  
Greg G. Allen Clerk Superior Ct

BK 8430 PG 255-257

Prepared by and return to:

Meritage Homes of Georgia, Inc.  
8000 E. Raintree Dr., Suite 300  
Scottsdale, AZ 85260  
Attention: Georgia Regional Counsel

Cross Reference to:  
Book 4867, Page 426-507

STATE OF GEORGIA  
COUNTY OF FORSYTH

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COBBLESTONE FARMS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE FARMS ("Amendment") is made on the date of its recordation in the Office of Superior Court of Forsyth County, Georgia.

WITNESSETH:

WHEREAS, REO Funding Solutions III, LLC, a Georgia limited liability company ("Declarant"), is the Declarant under that Declaration of Covenants, Conditions and Restrictions for Cobblestone Farms, recorded in Deed Book 4519, Page 114, as affected by that certain Scrivener's Affidavit recorded in Deed Book 4867, Page 426, as affected by that certain Quitclaim Transfer of Declarant Rights recorded in Deed Book 6354, Page 23, and as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone Farms recorded in Deed Book 7497, Page 423, Forsyth County, Georgia Records (the "Declaration");

WHEREAS, pursuant to Section 17.1 of the Declaration, the Declaration may be unilaterally amended by Declarant so long as such amendment has no material adverse effect upon the rights of more than 2% of the Owners.

NOW, THEREFORE, the Declaration is hereby amended and/or supplemented as follows:

1. Notwithstanding Article IV of the Declaration, neither the Association, the ARC, nor any other person or entity other than Declarant shall have any jurisdiction over Lots owned by Meritage Homes of Georgia, Inc., an Arizona corporation ("Meritage") with respect to architectural matters, and all previous approvals of architectural plans submitted by Meritage shall be effective with respect to all Lots owned by Meritage and shall be binding upon the Association and the ARC.

2. Notwithstanding Section 8.5 of the Declaration, the obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to the Declaration, (b) the month in which the Board first determines a budget and levies assessments pursuant to Article VIII, or (c) the month in which the Unit is conveyed to an Owner other than Declarant or a Builder, whichever is later.

3. Meritage shall be an approved and authorized Builder for all purposes under the Declaration. For the avoidance of doubt, Meritage shall be exempt from any Restrictions and Rules to the extent they prohibit, restrict or in any way inhibit the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices.

4. Declarant hereby assigns to Meritage its rights to expand the Community and remove property from the coverage of the Declaration pursuant to Sections 9.1 and 10.1 with respect to property owned by Meritage.

5. Meritage may construct and maintain upon its property and portions of the Common Area such facilities and activities as, in Meritage's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices.

6. No Person shall Record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of Cobblestone Farms without prior notice to and the written approval of Meritage. Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and Recorded by Meritage.

7. No amendment to or modification of any Restrictions and Rules or Architectural Guidelines shall be effective without prior notice to and the written approval of Meritage so long as Meritage owns property subject to the Declaration or which may become subject to the Declaration in accordance with Section 9.1 thereof.

All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration. Except as expressly modified hereinabove, each and every term and provision of the Declaration shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant herein has caused this instrument to be executed under seal, this 20 day of December, 2017.

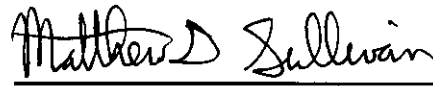
**DECLARANT:**

**REO FUNDING SOLUTIONS III, LLC,**  
a Georgia limited liability company

By: 

Name: Kevin Hiniker  
Vice President

Its: \_\_\_\_\_



Witness

  
Notary Public

My Commission expires: January 31, 2022

