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Gwinnett County, GA

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CROSS REFERENCE: Deed Book: 58466
Page: 740
Deed Book: 58473
Page: 80

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BUFORD VILLAGE**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BUFORD VILLAGE (hereinafter referred to as "Amendment") is made this 15th day of March, 2021 by LENNAR GEORGIA, INC., a Delaware corporation (hereinafter referred to as "Declarant") and BUFORD VILLAGE TOWNHOME ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter, the "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Buford Village, which was recorded March 8, 2021 at Deed Book 58466, Page 740, *et seq.*, Gwinnett County, Georgia land records and re-recorded March 10, 2021 at Deed Book 58473, Page 80, *et seq.*, aforesaid records (hereinafter as supplemented and/or amended from time to time, collectively referred to as the "Declaration"); and

WHEREAS, Article 10, Section 10.6(c) of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Units and the consent of Declarant; and

WHEREAS, Declarant is the owner of all of the Units in the Community and desires to amend the Declaration as set forth herein, as evidenced by the signatures attached hereto and by this reference incorporated herein;

**THE PURPOSE OF THIS AMENDMENT IS TO CLARIFY THAT THE UNITS WILL BE
CONVEYED AS BUILDING FOOTPRINTS RATHER THAN LOTS.**

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Buford Village, 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 1.16, entitled "Unit," in its entirety and replacing it with a new Section 1.16 to read as follows:

1.16 "Unit" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes a single residential dwelling site, as shown on the subdivision plat(s) for the Community recorded in the Gwinnett County, Georgia land records. The residential dwelling located on each Unit shall be attached by one or more party wall(s) to one or more residential dwellings located on adjacent Units so that the boundary between such Units and the residential dwellings located thereon is a line running along the center of the party wall separating said residential dwellings.

The ownership of each Unit shall include the exclusive right to use and possession of any and all portions of the heating and air conditioning units which are appurtenant to and serve each Unit (including, but not limited to, compressors, conduits, wires and pipes) and any porch, driveway, walkway, deck, patio, steps, wall, roof, foundation, sunroom or any similar appurtenance as may be attached to a Unit when such Unit is initially constructed. The ownership of each Unit shall include, and there shall automatically pass with the title to each Unit as an appurtenance thereto, whether or not separately described, membership in the Association and all of the rights and interest of an Owner in the Common Property, as herein provided.

In the case of a portion of the Community intended and suitable for subdivision into single-family attached townhomes but as to which no subdivision plat has been recorded in the Gwinnett County, Georgia land records, such property shall be deemed to contain the total number of Units depicted on Declarant's concept plan or site plan until such time as a subdivision plat is recorded with respect to all or a portion of said property. Thereafter, the portion described on the subdivision plat shall contain the number of Units shown on such subdivision plat and any portion not platted shall continue to be treated as set forth in this paragraph.

2.

The Declaration is further amended by deleting Article 4, Section 4.4, entitled "General Assessments," in its entirety and replacing it with a new Section 4.4 to read as follows:

4.4 General Assessments. General assessments shall be levied equally on all Units and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) costs to maintain the Community entry features, including landscaping and electricity and/or irrigation expenses associated therewith; (f) landscape maintenance; (g) costs to maintain and repair the private Community streets; (h) charges for utilities and services provided by the Association, if any; (i) costs to perform exterior maintenance to residential dwellings located on Units as provided in Section 5.4 hereof; (j) trash and recycling expenses, if any; and (k) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

3.

The Declaration is further amended by deleting Article 5, Section 5.1(a) in its entirety and replacing it with a new Section 5.1(a) to read as follows:

(a) General. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (i) all entry features and entry area landscaping serving the Community and any irrigation system and/or lighting system serving such entry features and appurtenant landscaping, regardless of whether such entry features are located within or outside the boundary of the Community; (ii) limited maintenance to the exterior of a residential dwelling located on a Unit as provided in Section 5.4 hereof; (iii) landscaping to Common Property; (iv) all Community green space and open space; (v) all pipes, utility lines, wires, plumbing, conduits

and systems that serve more than one (1) Unit or any portion of the Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (vi) the private Community streets; (vii) the centralized mailbox area and the mailboxes located thereon; (viii) exterior lighting serving the Community, including, without limitation, street lights, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any exterior lighting attached to, exclusively serving or located on the residential dwelling on such Unit; (ix) all street medians and street islands and appurtenant landscaping, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (x) any retaining walls located in the Community, regardless of whether they are located on a Unit or Common Property; and (xi) any perimeter fencing, regardless of whether they are located on a Unit or Common Property.

The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

4.

The Declaration is further amended by deleting Article 5, Section 5.5, entitled "Lawn and Landscape Maintenance," in its entirety and replacing it with a new Section 5.5, entitled "Landscaping to Common Property," to read as follows:

5.5 Landscaping to Common Property. As provided in Section 5.1 above, the Association shall be responsible for all landscaping to the Common Property. The Board of Directors in its sole discretion may leave portions of the Common Property as undisturbed natural areas and may change landscaping to the Common Property at any time and from time to time. The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed to the Common Property by the Association and the rights of Owners with respect to adding or modifying landscaping improvements to the Common Property, including, for example allowing Owners to install seasonal flowering plants in certain portions of the Common Property at their sole cost and expense. Owners shall not add trees, shrubs, bushes, plants or other vegetation to the Common Property without the prior written consent of the Board of Directors. Any landscaping improvements originally installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community and all costs associated therewith may be assessed against the Owner and the Unit as a specific assessment.

5.

The Declaration is further amended by deleting Article 7, Section 7.10, entitled "Fences," in its entirety and replacing it with a new Section 7.10 to read as follows:

7.10 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Unit; provided, however, Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

6.

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

7.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia and shall be enforceable against current Owners of a Unit subject to the Declaration.

8.

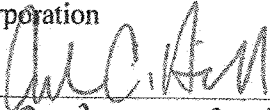
Except as herein modified, the Declaration shall remain in full force and effect.

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

By:
Print Name:
Title:



Andrew C Hill

Vice President

Signed, sealed, and delivered
in the presence of:

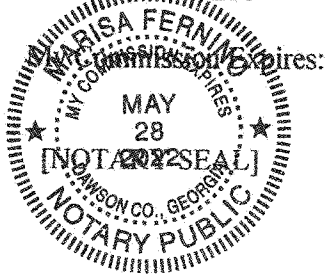
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WITNESS



NOTARY PUBLIC



[SIGNATURES CONTINUE ON FOLLOWING PAGE]


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

ASSOCIATION: **BUFORD VILLAGE TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 
Tom Bowers, President

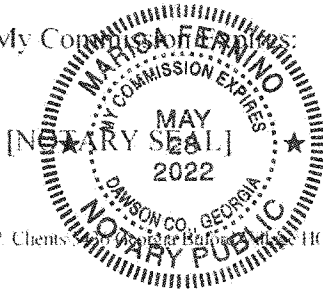
Signed, sealed, and delivered in the presence of:

[CORPORATE SEAL]


WITNESS


NOTARY PUBLIC

My Commission Expires:



P. Clients: [unclear] HOA Does First Amendment Buford Village Units Platted as Footprints.doc