

**Please return to:**

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**Cross Reference to Declaration:**

Deed Book 60037, page 154 et seq.,  
Fulton County, GA records

**SECOND AMENDMENT  
TO COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
CASTLEBERRY STATION  
FULTON COUNTY, GEORGIA**

THIS SECOND AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS FOR CASTLEBERRY STATION is made by Brock Built Homes, LLC, a Georgia limited liability company (hereinafter referred to as "*Declarant*").

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Restrictions and Easements for Castleberry Station recorded in Deed Book 60037, page 154, et seq., Fulton County, Georgia records (hereinafter the "Declaration"); and

WHEREAS, the Declarant desires to amend certain provisions contained within the Declaration; and

WHEREAS, pursuant to Article XII of the Declaration, until the termination of the Development Period, the Declaration may be amended by Declarant, who may unilaterally amend for any purpose; and

WHEREAS, the Development Period has not yet been terminated; and

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Leasing. Sections 7(b) and 7(d) (i) shall be deleted in their entirety and replaced with the following:

*(b) General. Any Owner of an Improved Lot may apply in writing to the Board to be a "Leasable Lot" (which shall mean an Improved Lot authorized to be leased). Upon approval of such written application, the Improved Lot shall become a Leasable Lot, so long as no more than twenty five percent (25%) of the Improved Lots are designated as Leasable Lots at any one time. If the designation of an Improved Lot as a Leasable Lot would result in more than twenty five percent (25%) of the Improved Lots being designated as Leasable Lots, such Improved Lot shall be placed at the end of a waiting list to be a Leasable Lot. At such times as less than twenty five percent (25%) of the Improved Lots are Leasable Lots, the Board shall notify the Owner of the Improved Lot at the top of the waiting list that it has become a Leasable Lot, and such Owner shall have ninety (90) days within which to lease the Improved Lot or it shall automatically revert to an Improved Lot that may not be leased. Any Leasable Lot shall automatically convert to an Improved Lot upon the sale or conveyance of the Leasable Lot, except for a conveyance which results from:*

- (i) the creation of a lien or other encumbrance which does not relate to a transfer of rights of occupancy in the property, such as a deed to secure debt;
- (ii) a transfer by devise, descent, or operation of law on the death of an Owner;
- (iii) a transfer where the spouse or children of the borrower become an Owner of the Leasable Lot;
- (iv) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Owner becomes an owner of the property; or
- (v) a transfer into an inter vivos trust in which the Owner is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

(d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

(i) General. All leases shall be in writing. Each Owner of a Leasable Lot shall be solely responsible for compliance with any federal, state and local statute, rule or ordinance governing the short or long term rental of the Leasable Lot. A Leasable Lot may be leased by the Owner for a term of any duration; provided, however, that within ten (10) days after executing a lease agreement for the lease of a Leasable Lot for a term of four (4) or more weeks, or a lease which, through one or more renewals results in the occupancy of the same tenant for four (4) or more consecutive weeks, the Owner shall provide the Board with a copy of the lease, the name and contact information of the lessee and all other people occupying the Improved Lot, and the address and contact information of the Owner. The Owner must communicate the terms of and provide the lessee, upon request, copies of the Declaration, Bylaws, and the rules and regulations, regardless of the length of the lease term.

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

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration Covenants, Restrictions and Easements to be executed by their duly authorized officers as of this 19<sup>th</sup> day of August, 2021.

Signed, sealed and delivered  
in the presence of:

**DECLARANT:**

Lauren Ramsey  
Witness

Brock Built Homes, LLC,  
A Georgia Limited Liability Company

Orceall C. Clarke  
Notary Public

By: Steve Broch (SEAL)  
Name: Steve Broch  
Title: Manager

Date: 8/18/2021

My Commission Expires: June 20, 2023

[NOTARIAL SEAL]

