

RETURN TO:
Pulte Home Company, LLC
2475 Northwinds Parkway
Suite 600
Alpharetta, GA 30009

CROSS REFERENCE:
Deed Book: 15797
Page: 2128

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR WINSLOW AT BROOKSTONE**

This Amendment to Declaration of Protective Covenants for Winslow at Brookstone ("Amendment") is made as January 11, 2021, by Pulte Home Company, LLC, a Michigan limited liability company (hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

A. Declarant executed that certain Declaration of Protective Covenants for Winslow at Brookstone, which was recorded on September 16, 2020 in Deed Book 15797, Page 2128, Cobb County, Georgia records (hereinafter as supplemented and/or amended from time to time the "Declaration").

B. The Declaration provides in Section 15.2 thereof that during the Declarant Control Period the Declarant has the unilateral right to amend the Declaration. The Declarant Control Period has not expired.

C. Declarant wishes to amend the Declaration as provided herein.

AMENDMENT

NOW THEREFORE, pursuant to the powers retained by Declarant under Section 15.2 of the Declaration, and in accordance with the provisions of those sections, the Declaration is hereby amended as set forth herein.

1. Section 11.11 of the Declaration is hereby added to the Declaration:

Section 11.11 Conservation Easement. There are areas designated as "Conservation Easement Area" within the Community, and as shown on

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AMENDMENT

NOW THEREFORE, pursuant to the powers retained by Declarant under Section 15.2 of the Declaration, and in accordance with the provisions of those sections, the Declaration is hereby amended as set forth herein.

1. Section 11.11 of the Declaration is hereby added to the Declaration:

Section 11.11 Conservation Easement. There are areas designated as "Conservation Easement Area" within the Community, and as shown on

the recorded subdivision plats for the Community. The Conservation Easement Areas are located on Common Area and within Lots. In no event shall any development be made to any portion of the Community that is designated as a Conservation Easement Area that is in violation of this Section 11.11.

All areas designated as Conservation Easement Areas, including within a Lot, are subject to a perpetual Conservation Easement in favor of the Declarant, the Association, and Cobb County, Georgia.

The Declarant and the Association recognize the conservation value of the Conservation Easement Areas in its present state and have a mutual desire to afford protection thereto. Declarant and the Association recognize that a perpetual conservation easement is desirable for the following purpose(s): the protection of natural resources and preservation of open space, more specifically the limitation of land disturbance and decreasing the percentage of impervious surface within a planned residential community and conservation of land for recreation or aesthetic and environmental enrichment pursuant to the requirements of Chapter 134, Section 198.2 of the Official Code of Cobb County, Georgia.

To accomplish the purposes of this Conservation Easement the following rights are reserved by Declarant, and conveyed to the Association and Cobb County, Georgia by this easement:

A. To preserve and protect the conservation values of the Conservation Easement Areas; and

B. To enter upon the Conservation Easement Areas at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement.

Any activity on, or use of, the Conservation Easement Areas inconsistent with the purposes of the Conservation Easement, whether building, grading, excavating, trenching, damming, dumping, etc., is prohibited excepting only any necessary installation of materials and equipment or maintenance, repair, or replacement thereof with respect to the utility and sanitary sewer easements (if any). Should any such installation, maintenance, repair or replacement with respect to the utility and sanitary sewer easements occur, the Conservation Easement Area shall thereafter be restored to its original state as much as is practicable. Development that would significantly impair or interfere with the conservation values of the Conservation Easement Area is prohibited.

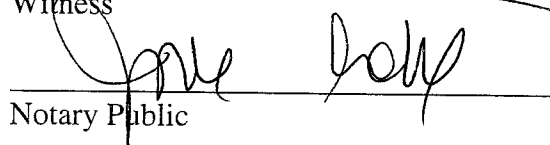
If Declarant, the Association or Cobb County, Georgia determines that a violation of the terms of this Easement has occurred or is threatened,

Declarant, the Association or Cobb County, Georgia shall have the option of giving written notice to the Owner of the affected Lot and give a reasonable time for correction, if necessary. "Reasonable time" shall be in the sole discretion of Declarant, the Association or Cobb County, Georgia. This option shall not preclude the right of Declarant, the Association or Cobb County, Georgia to seek judicial enforcement of the Easement, and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement. All costs incurred by Declarant, the Association or Cobb County, Georgia in enforcing this Easement, including reasonable attorney's fees, shall be borne by the subject Owner, unless such Owner ultimately prevails when in such event each party shall bear its own costs.

IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant, has executed this Amendment and affixed the corporate seal as of the day and year first written above.

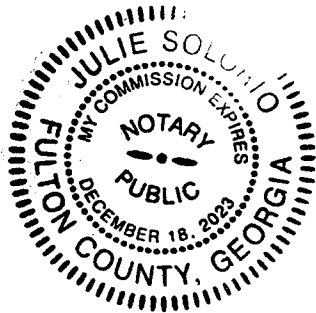
Signed, sealed and delivered in the presence of:

Witness 

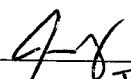

Notary Public

My commission expires: 12-18-23

[NOTARIAL SEAL]



Pulte Home Company, LLC,
a Michigan limited liability company

By: 
Name: José-L. Lopez
Its: Vice President

PULTE HOME
COMPANY, LLC
CORPORATE SEAL
MICHIGAN