

After Recording Return To:  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: Brendan R Hunter

Cross Reference:  
Deed Book 53588, Page 342

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR GLENHAVEN AND THE BYLAWS OF  
GLENHAVEN COMMUNITY ASSOCIATION, INC.**

This Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Glenhaven and the Bylaws of Glenhaven Community Association, Inc. (hereafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, Beazer Homes Corp., a Tennessee corporation, (hereafter referred to as the "Declarant") recorded that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Glenhaven on February 24, 2014, in Deed Book 53588, Page 342 of the Fulton County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, attached to the Declaration as Exhibit "C" are the Bylaws of Glenhaven Community Association, Inc. (hereinafter referred to as the "Bylaws");

WHEREAS, pursuant to Article XVI, Section 16.2 of the Declaration, until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, the Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members;

WHEREAS, pursuant to Article V, Section 5.2 of the Bylaws, until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, the Declarant shall have the unilateral right to amend the Bylaws from time to time without the approval of the Association members;

WHEREAS, as of the date of this Amendment, one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have not been conveyed from Declarant to any other Person;

WHEREAS, Declarant desires to amend the Declaration and the Bylaws; and

NOW, THEREFORE, the Declaration and the Bylaws are hereby amended as follows:

1.

**Article III, Section 3.3 of the Declaration is amended by striking same in its entirety and substituting the following therefor:**

3.3. Board of Directors. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association's directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use.

2.

**Article VIII, Section 8.7 of the Declaration is amended by striking same in its entirety and substituting the following therefor:**

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed to the rear of the Lot in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

3.

**Article VIII, Section 8.13 of the Declaration is amended by striking same in its entirety and substituting the following therefor:**

8.13. Rubbish, Trash, and Garbage. Rubbish, trash and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles/trash cans and landscape bags which shall be stored in the garage unless on pick-up or trash collection days. They shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Woodpiles should not be visible from the street and should be neatly stacked. No organic material shall be buried anywhere in the community. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. This Section shall not apply to the Declarant, or its agents or designees.

4.

**Article VIII, Section 8.14 of the Declaration is amended by striking same in its entirety and substituting the following therefor:**

8.14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a Townhouse or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Townhouse. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a Townhouse. The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the placement of items outside of a Townhouse. Further, reasonable decorations, in the Board's sole discretion, shall be permitted outside of a dwelling, subject to such rules and regulations, if any, adopted by the Board. This Section shall not apply to the Declarant, or its agents or designees.

5.

**The first paragraph of Article III, Section 3.2 of the Bylaws is amended by striking same in its entirety and substituting the following therefor:**

The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use; or (b) the

voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association's directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use.

6.

**Article IV, Section 4.2 of the Bylaws is amended by striking same in its entirety and substituting the following therefor:**

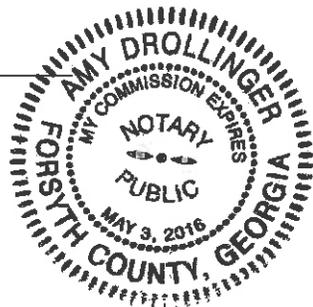
4.2 - Appointment of Officers. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. Upon the termination of the Declarant's right to appoint and remove officers, the Association officers shall be appointed annually by the Board of Directors, and shall hold office at the pleasure of the Board and until a successor is elected.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 28<sup>th</sup> day of July, 2014.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

[Signature]  
Notary Public



**DECLARANT:**

BEAZER HOMES CORP., a Tennessee Corporation

By: [Signature]  
Jeff Hoza

Its: Division President - Atlanta

[CORPORATE SEAL]