

Please return to:

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990 Hammond Drive, Suite 300
Atlanta, GA 30328

Cross Reference to Declaration:

Deed Book 29888, page 604 et. seq.,
DeKalb County, GA records

**FIRST AMENDMENT
TO COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE PARC AT EASTLAND
DEKALB COUNTY, GEORGIA**

THIS FIRST AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE PARC AT EASTLAND is made by THE PARC AT EASTLAND 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 THE PARC AT EASTLAND recorded in Deed Book 29888, page 604, et. seq., DeKalb 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. Section 7 shall be deleted in its entirety and replaced with the following:

Section 7. Leasing. In order to protect the equity of the individual Lot Owners, to preserve the character of the Property as a community of predominantly owner-occupied homes, and to comply with the zoning requirements applicable to the Property, the leasing of Improved Lots shall be governed by the restrictions imposed by this Section. **Except as provided herein, the leasing of an Improved Lot shall be prohibited.**

(a) Definitions. The terms "leasing", "lease" or "leased" shall mean the regular, exclusive occupancy of a Home by any person(s) other than the Owner, for which the Owner receives any consideration or benefit; provided however, that the term "leasing" shall not include the occupancy of the Home by the child or parent of an Owner or the occupancy by a roommate or others with respect to any Owner who occupies the Home as a Primary Residence. A "Primary Residence" is a Home with respect to which the Owner qualifies and has filed for a primary residence homestead exemption with the real property tax assessor of Fulton County, Georgia.

(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 without the ability to lease if the Improved Lot is not subject to an approved lease for ninety (90) or more consecutive days. Leasable Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of the Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations of the Association. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease. At least ten (10) days prior to entering into the lease of a Lot, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations of the Association adopted pursuant thereto.

The Owner of an Improved Lot which has been approved as a Leasable Lot shall, within the later of ninety (90) days after notification by the Board or ninety (90) days after issuance of a Certificate of Occupancy for a completed Residence on the Lot, subject such Improved Lot to a lease meeting the requirements set forth in this Section 7. Any Leasable Lot not subject to an approved lease upon the expiration of ninety (90) or more calendar days as required under this Subsection (b) shall automatically convert to an Improved Lot without the ability to lease such Improved Lot.

(c) Undue Hardship. In addition to the provisions of subparagraph (b) above, so long as no more than thirty percent (30%) of all Improved Lots are leased, the Board shall be empowered to allow reasonable leasing of an Improved Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations: (1) an Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Improved Lot was placed on the market, sell the Improved Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Improved Lot is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Improved Lot, in which case the Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph, have demonstrated that the inability to lease their Improved Lots would result in undue hardship, and have obtained the requisite written Board approval may lease their Improved Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Improved Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the

proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Paragraph shall be voidable at the Board's option.

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

(i) General. Leasable Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing of Leasable Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of an Improved Lot, 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 provide the lessee copies of the Declaration, Bylaws, and the rules and regulations.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of an Improved Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Leasable Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(aa) Compliance with Declaration, Bylaws, and Rules and Regulations. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Leasable Lot.

(bb) Liability for Assessment. When a Lot Owner who is leasing his or her Improved Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Applicability of this Section. Subsections (b) and (c) of this Section on Leasing (which limit the percentage of Lots leased) shall not apply to any leasing transaction entered into by the Declarant, a Primary Builder, the Association or the holder of any first Mortgage on an Improved Lot who becomes the Owner of an Improved Lot through foreclosure or any other means to the satisfaction of the indebtedness secured by such Mortgage.

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 First Amendment to Declaration
Covenants, Restrictions and Easements to be executed by their duly authorized officers as of this 23rd
day of August, 2022.

Signed, sealed and delivered
in the presence of:

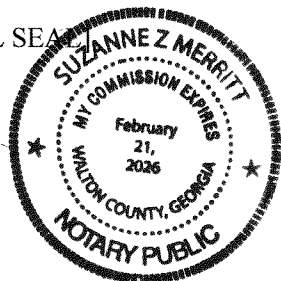
[Signature]
Witness

[Signature]
Notary Public

Date: 8/23/2022

My Commission Expires: 2/21/2026

[NOTARIAL SEAL]



DECLARANT:

The Parc at Eastland LLC,
A Georgia Limited Liability Company

By: [Signature] (SEAL)

Name: Adam Busch AS

Title: Manager