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Carroll County, GA

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 5872
Page: 902

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TOWN WALK

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TOWN WALK (hereinafter referred to as "First Amendment") is made this 8th day of April, 2021 by **ROME AND REESE, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Town Walk, which was recorded November 24, 2020 at Deed Book 5872, Page 902, *et seq.*, Carroll County, Georgia land records (hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration"); and

WHEREAS, Article 11, Section 11.6(a) of the Declaration provides, in pertinent part, that the Declaration may be amended unilaterally by Declarant, provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use such Owner's Unit without the consent of the affected Owner;

WHEREAS, this amendment does not materially adversely affect the substantive rights of any Owner to use such Owner's Unit; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein, as evidenced by the signatures attached hereto and by this reference incorporated herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Town Walk, 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 adding to Article 1, a new Section 1.17, entitled "Limited Common Property," to read as follows:

> 1.17 "Limited Common Property" means a portion of the Community, whether owned by Declarant or conveyed to the Association as Common Property, reserved for the exclusive benefit and use of one or more but less than all Units, being defined as the "Storage Shed Structure" as provided herein and more particularly depicted Exhibit "D" attached hereto and by this reference incorporated herein.

2.

The Declaration is hereby amended by adding to Article 1, a new Section 1.18, entitled "Storage Shed Structure," to read as follows:

> 1.18 "Storage Shed Structure" means a storage shed structure within the Community being Limited Common Property reserved for the exclusive use of one or more Owners of Units 1, 2, 3, 4, 5, 6 and 7, respectively, as said Units are shown on the subdivision plats for the Community recorded or to be recorded in the Carroll County, Georgia land records which portions of said Storage Shed Structure are assigned as Limited Common Property to said particular Units as depicted on Exhibit "D" attached hereto.

3.

The Declaration is hereby amended by adding a new subsection (e) to the end of Section 4.6, entitled, "Specific Assessments" to read as follows:

> (e) expenses of the Association incurred for the maintenance, repair and replacement of the Storage Shed Structure, if any, which maintenance, repair and replacement of said Storage Shed Structure primarily benefits the Owners of Units 1, 2, 3, 4, 5, 6 and 7, respectively, such that the costs incurred by the Association in connection with the maintenance, repair and replacement of the Storage Shed Structure shall be equally allocated

and assessed against the Owners of Units 1, 2, 3, 4, 5, 6 and 7, respectively, as may be more particularly described in Section 10.11 hereof.

4.

The Declaration is hereby amended by adding to the end of the second paragraph of Article 5, Section 5.1, entitled, "Association's Maintenance Responsibility," a new subsection (g) to read as follows:

(g) the Storage Shed Structure as described herein.

5.

The Declaration is hereby amended by adding to the end of Article 10 a new Section 10.11, entitled, "Easement for Storage Shed Structure" to read as follows:

10.11 Easement for Storage Shed Structure. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive easement for use and enjoyment of the Storage Shed Structure by: (a) the Owners and Occupants of Units 1, 2, 3, 4, 5, 6 and 7, respectively, as shown on the subdivision plats for the Community recorded or to be recorded in the Carroll County, Georgia land records (collectively sometimes hereinafter referred to as the "Benefitted Owners"), (b) the legal representatives, successors and assigns of the Benefitted Owners, and (c) invitees and licensees of the Benefitted Owners. The Association shall maintain, repair and replace the Storage Shed Structure and keep the Storage Shed Structure in a good, neat and clean condition consistent with the Community-Wide Standard and shall specifically assess the costs incurred in connection with the foregoing equally against all of the Benefitted Owners as provided in Section 4.6 hereof. Notwithstanding the foregoing, in the event that the need for maintenance, repair, or replacement of the Storage Shed Structure is caused through the willful or negligent act of any Owner, their successors or assigns, or their respective lessees or invitees, then such maintenance, repair or replacement and all costs thereof shall be made at the sole expense of the responsible party.

6.

The Declaration is hereby amended deleting Article 8, Section 8.2, entitled "Leasing Permits," in its entirety and replacing it with a new Article 8, Section 8.2 to read as follows:

8.2 Leasing Permits. Any Owner desiring to lease a Unit shall submit a written request for a leasing permit to the Board of Directors. The Board of

Directors shall automatically approve an Owner's request for a leasing permit and shall issue the same if less than ten percent (10%) of the Units in the Community are leased. If ten percent (10%) or more of the Units in the Community are leased, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below ten percent (10%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When the number of leased Units falls below ten percent (10%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Unit at which time if the Unit is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (a) the sale or transfer of a Unit to a third party (excluding sales or transfers to an Owner's spouse); (b) the failure of an Owner to lease his or her Unit within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (c) the occupancy of the Unit by the Owner.

7.

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

8.

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

9.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: **ROME AND REESE, LLC**, a Georgia limited liability company

By: _____ (SEAL)
Print Name: JOSH CHAPMAN
Title: DECLARANT

Signed, sealed, and delivered in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

My Commission Expires: 2/15/22

[AFFIX NOTARY SEAL]

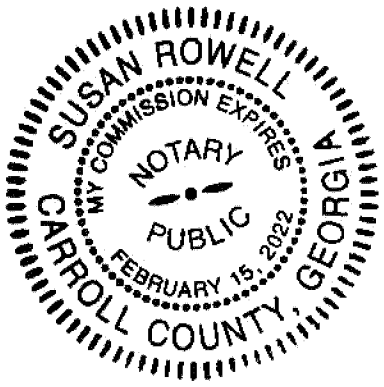

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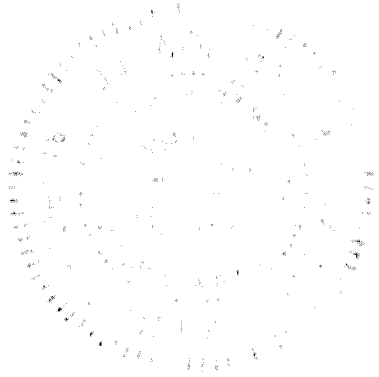
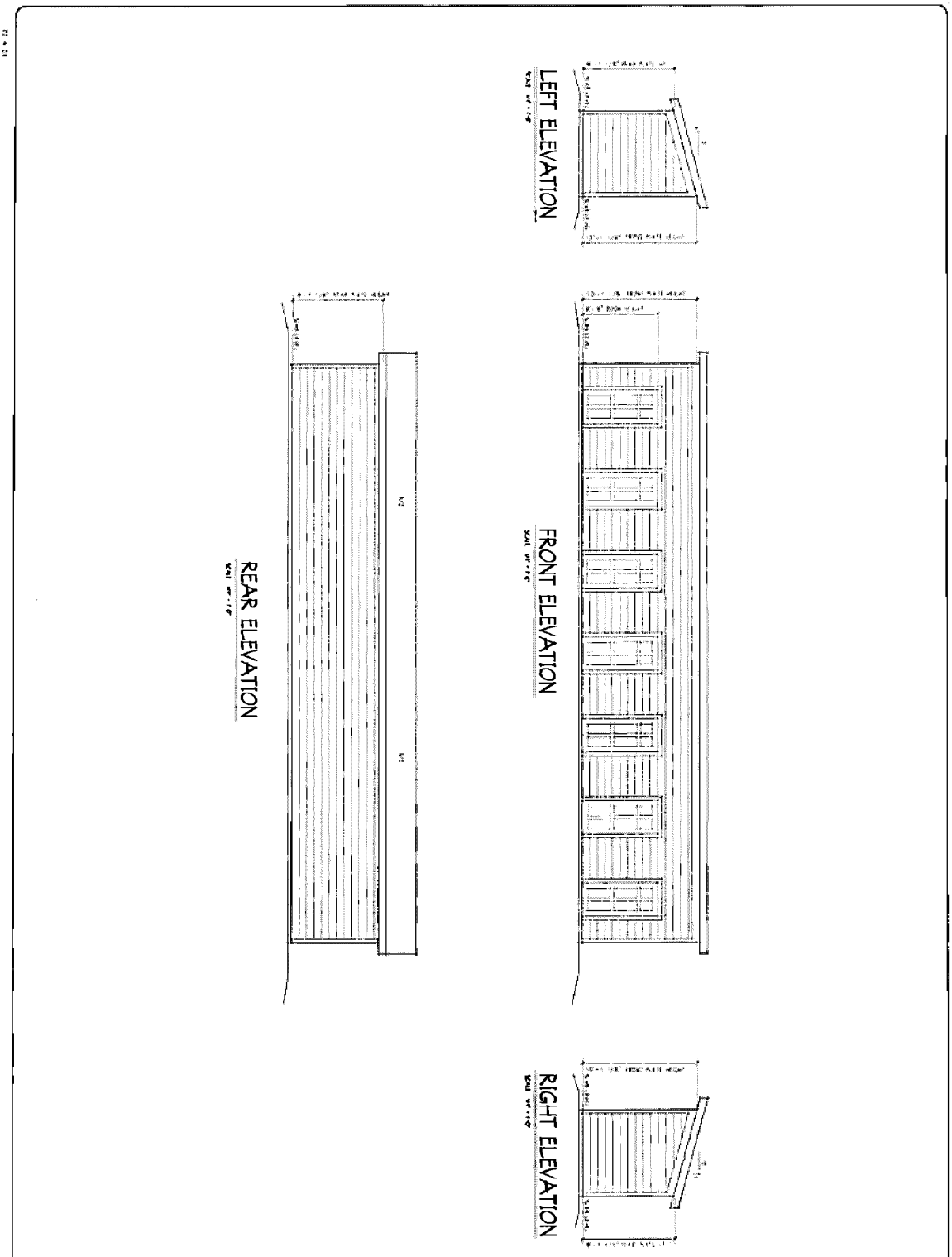
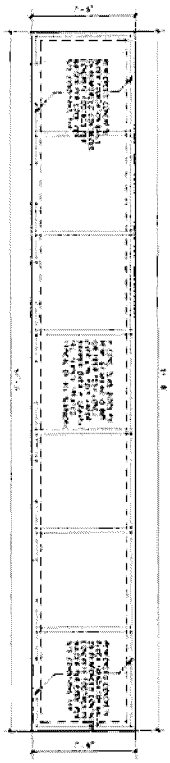
Exhibit "D"
Storage Shed Structure

[INSERTED ON FOLLOWING PAGE]

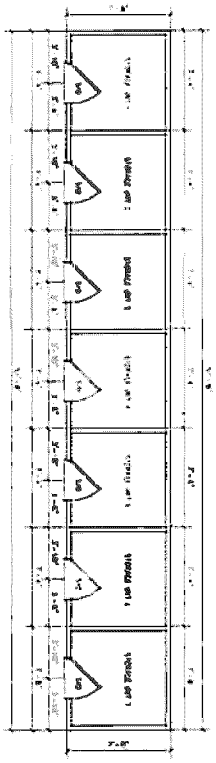


STORAGE SHED STRUCTURE

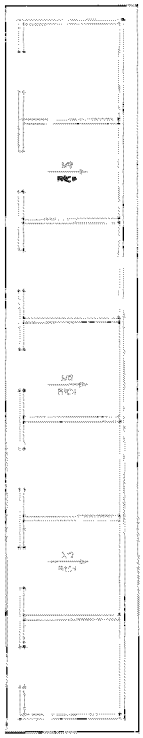




RAISED SLAB FOUNDATION



FLOORPLAN



ROOF PLAN

Unit 1 is assigned Storage Unit 1
Unit 2 is assigned Storage Unit 2
Unit 3 is assigned Storage Unit 3
Unit 4 is assigned Storage Unit 4
Unit 5 is assigned Storage Unit 5
Unit 6 is assigned Storage Unit 6
Unit 7 is assigned Storage Unit 7