

After recording, please return to:
Coulter & Sierra, LLC
1770 Indian Trail Road, Suite 300
Norcross, Georgia 30093
AHB / 2158.23

CROSS REFERENCES: Deed Book: 30773
Page: 640

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTER RESERVE TOWNHOMES**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PORTER RESERVE TOWNHOMES (hereinafter referred to as "Amendment") is made this 19 day of December, 2024 by Porter RE Investment, LLC, a Georgia limited liability company (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Porter RE Investment, LLC, a Georgia limited liability company, as Declarant, executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Porter Reserve Townhomes, which was recorded on February 17, 2023, in Deed Book 30773, Page 640, *et seq.*, DeKalb County, Georgia records (hereinafter as supplemented and/or amended from time to time, collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Section 11.6 of the Declaration, the Declarant may unilaterally amend the Declaration for any purpose; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Unit hereunder nor shall it adversely affect title to any Unit without the consent of the affected Owner; and

WHEREAS, the Declarant desires to modify the provisions of the Declaration related to maintenance of exterior decks and obtaining insurance for the townhome Units to shift the burden to the Owners directly; and

WHEREAS, the foregoing Amendment does not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Unit nor does it adversely affect title to any Unit.

NOW THEREFORE, the undersigned hereby adopt this Amendment, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

Article 5, Section 5.4 of the Declaration is hereby modified by deleting the existing Section replacing it with the following new Section 5.4:

5.4 Unit Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the exterior portions of all Units of the Community, except as provided below. Maintenance by the Association of exterior portions of Units shall include the following: (a) routine mowing, blowing, fertilizing, weeding of sod areas, pine straw and/or mulch on exterior portions of Units, including without limitation, landscaping within the patios, planters and courtyards, if any, of the Units; (b) exterior surfaces of garage doors; (c) all roofs, downspouts and gutters; (d) driveways, walkways, steps,; and (e) exterior building surfaces with the exception of hardware and glass (however, the Association shall not be responsible for waterproofing foundations either above or below grade). Unit Owners shall provide the Association access keys or codes to any locks on fence gates on the Unit, and the failure to do so shall waive the Association's obligation to perform maintenance in such area.

As provided in Section 4.5, the Association may have the right to assess costs and expenses incurred for the benefit of one or less than all Units to the benefited Owner(s). As provided in Section 4.5, the Association may have the right to assess costs and expenses incurred for the benefit of one or less than all Units to the benefited Owner(s). The Association shall not be responsible for maintaining, repairing and/or replacing the following: (i) HVAC or similar equipment located outside the Units; (ii) all doors, including screen and storm doors, and garage doors, hinges, frames and door frames and hardware which are part of the entry system; (iii) hose bibs contained in exterior walls of a Unit; (iv) lighting fixtures pertaining to a particular Unit and being located outside an entryway or in a garage; (v) window screens, window frames and glass; (vi) foundations and footings, including waterproofing (whether above or below grade); (vii) fences installed by an Owner and/or by the Declarant or its agents at the request of an Owner; (viii) locks on exterior gates serving only one Unit; (ix) pipes which serve only one (1) Unit whether located within or outside of the Unit's boundaries; and (x) maintenance, replacement, repair, painting, staining and related tasks for decks [whether enclosed or not], deck surfaces, patios [whether enclosed or not] and patio surfaces. The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as Units have equal rights to maintenance. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

2.

Article 8, Section 8.1 of the Declaration is hereby modified by deleting the existing Section replacing it with the following new Section 8.1:

8.1. Insurance Obtained by The Association. The Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association. Insurance obtained and maintained by the Association shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of the insured improvements. Alternatively, the Association may obtain "all risk" coverage in like amounts. **Notwithstanding anything to the contrary herein, nothing in this Section shall be construed as obligating the Association to obtain or maintain insurance on a Unit or an Owner's or Occupant's**

personal property.

The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least Two Million and NO/100 Dollars (\$2,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

All such insurance coverage obtained by the Association shall be written in the name of the Association for the benefit of all Owners. All policies shall be written by a company licensed to do business in Georgia, having at least an A- rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall be required to make every reasonable effort to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association.

In addition to other insurance required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

Premiums for all insurance obtained by the Association shall be a common expense of the Association.

3.

Article 8 of the Declaration is hereby modified by appending the following new Section

8.4:

8.4. Insurance Obtained by Owners. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide insurance for any portion of the Units and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all risk insurance on the Unit, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy; (b) liability policy covering damage or injury occurring on a Unit; and (c) insurance covering an Owner's or Occupant's personal property. The policies required hereunder shall be in effect at all times. Upon request by the Board of Directors, an Owner shall furnish a copy of such insurance policy to the Association. In the event that any Owner fails to obtain insurance as required herein, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner.

4.

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

5.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of DeKalb County, Georgia and shall be enforceable against current Owners of Units in the Community.

6.

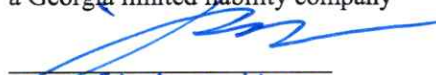
Except as herein modified, the Declaration shall remain in full force and effect.

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

DECLARANT:

PORTER RE INVESTMENT, LLC
a Georgia limited liability company

By:
Print Name:
Its:


Jinsong Yang
Manager

Signed, sealed and delivered
in the presence of


Witness

Notary Public



[AFFIX NOTARY SEAL]

