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Coulter & Sierra, LLC
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CROSS REFERENCES: Deed Book: 61198
Page: 500

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR TOWNES AT ENCLAVE**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TOWNES AT ENCLAVE (hereinafter referred to as "Amendment") is made this ____ day of _____, 2024 by **Enclave TH Investment, LLC**, a Georgia limited liability company (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Enclave TH Investment, LLC, a Georgia limited liability company, as Declarant, executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Townes at Enclave, which was recorded June 16, 2022, in Deed Book 60020, Page 798, *et seq.*, Gwinnett County, Georgia records, as amended by that certain Amended & Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements for Townes at Enclave, which was recorded May 16, 2024, in Deed Book 61198, Page 500, *et seq.*, aforesaid records, as amended by that certain Amended to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Townes at Enclave, which was recorded on December 19, 2024, in Deed Book 61591, Page 852, *et seq.*, aforesaid 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:

Article 5, Section 5.1 of the Declaration is hereby modified by deleting the existing Section replacing it with the following new Section 5.1:

0.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. All maintenance performed by the Association pursuant to this Declaration, including, without limitation, as required under Sections 5.1, 5.2 and 5.4 herein, shall be performed as determined in the sole discretion of the Board of Directors. The Association shall also maintain (whether or not constituting Common Property): (a) all entry features and entry area landscaping in the Community; (b) landscaping located on the exterior portions of all Units as provided in Section 5.4 hereof; (c) landscaping improvements located on the exterior portions of the Community, including parks, open space, medians and islands; (d) any irrigation system and the expenses for water and electricity, if any, provided to all entry features and Community landscaping; (e) Community street signs and street lights, including the expenses for electricity provided to all street lights; (f) all private Community streets, roads, paths and; (g) storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by a governmental entity; (h) perimeter walls, retaining walls and fencing in the Community, if any; (i) all water and sanitary sewer pipes or facilities that serve more than one Unit if and to the extent the same are not maintained on an ongoing basis by a governmental entity; (j) recreational facilities serving the Community, if any; (k) the Gate System serving the Community; (l) a termite bond covering the Units; and (m) that certain boundary fence installed by Declarant adjacent to Gwinnett Drive, regardless of whether such fence is located on Common Property or on Units. In addition, the Association shall have the right, but not the obligation, to provide pest control to the exterior of the Units, and to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the prevailing standard of maintenance within the Community, as determined in the sole discretion of the Board of Directors.

Any common irrigation system installed by the Declarant or the Association shall be Common Property, operated, maintained, repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any.

Any common sprinkler system serving Units installed by the Declarant or the Association Property shall be Common Property, operated, maintained, repaired and replaced by the Association. Any costs or expenses incurred for the maintenance, repair

and/or replacement of sprinkler heads located inside a Unit may be specially assessed to the Unit and Unit Owner where the sprinkler head is located. Further, to the extent the need for maintenance, repair and/or replacement is due to an act or omission of any Unit Owner, his/her Occupants, guests or invitees, any and all costs and expenses incurred by the Association to perform the maintenance, repair or replacement may be specifically assessed back to the Unit and Unit Owner.

2.

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 (but expressly not including the boundary fence installed by Declarant along Gwinnett Drive); (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.

3.

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.

4.

Article 8 of the Declaration is hereby modified by deleting the existing Section and replacing it with 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.

5.

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

6.

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

7.

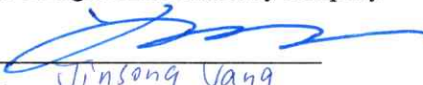
Except as herein modified, the Declaration shall remain in full force and effect.

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

DECLARANT:

ENCLAVE TH 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]



