

After recording, please return to:
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CROSS REFERENCE: Deed Book: 15761
Page: 6405

**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CUMBERLAND STATION**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CUMBERLAND STATION (hereinafter referred to as "Amendment") is made this 13th day of October, 2022 by **LENNAR GEORGIA, LLC**, a Georgia limited liability company, as successor by conversion to **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and **CUMBERLAND STATION TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter, the "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Cumberland Station, which was recorded June 30, 2020 at Deed Book 15761, Page 6405, *et seq.*, Cobb County, Georgia land records (hereinafter as supplemented and/or amended from time to time referred to as the "Declaration"); and

WHEREAS, Article 10, Section 10.6(a) of the Declaration provides, in pertinent part, that 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 under the Declaration or adversely affect title to a Unit without the consent of the Owner thereof; and

WHEREAS, this Amendment does not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Unit under the Declaration or adversely affect title to a 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 adopt this Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Cumberland Station, 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 a new Section 5.13, entitled "Landscape Wall," to the end of Article 5 to read as follows:

Section 5.13 Landscape Wall.

(a) Maintenance. A portion of Units 55, 56 and 57, as identified on the recorded subdivision plat(s) for the Community, contains a landscape wall and appurtenant fencing which stabilize certain slopes within the Community. In addition to the maintenance obligations set forth in Section 5.1 hereof, the Association shall be responsible for the maintenance, repair and inspection, as the case may be, to such landscape wall and appurtenant fencing. The costs associated with such inspection, maintenance, repair and replacement shall be included as part of the general assessment to be paid by all Unit Owners equally; provided, however, in the event that any maintenance, repair or replacement to all or any portion of the landscape wall or related fencing 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 Unit of such Owner as a specific assessment.

The Association may not alter or change the maintenance responsibilities of the landscape wall as provided herein unless an amendment to the Declaration has been approved by: (a) Owners of at least two thirds (2/3) of the Units in the Community as provided in Section 10.6(c) hereof; (b) the Owners of Units 55, 56 and 57; and (c) the Declarant until the rights of Declarant have terminated as provided in Section 10.5 hereof.

(b) Easements Reserved. As provided in Section 9.7 hereof, the Association shall have an easement over, under, through and across the exterior portions of Units 55, 56 and 57 as may be reasonably necessary to inspect, maintain, repair, replace and improve the landscape wall and appurtenant fencing.

2.

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

3.

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

4.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

DECLARANT: **LENNAR GEORGIA, LLC**, a Georgia limited liability company, as successor by conversion to **LENNAR GEORGIA, INC.**, a Georgia corporation

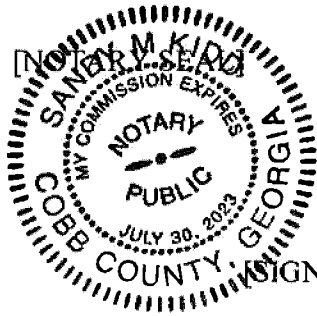
By: *RH* (SEAL)
Print Name: Ryan Houck
Title: Vice-President

Signed, sealed, and delivered in the presence of:

Curt Bonineau
WITNESS

Sandy M Kidd
NOTARY PUBLIC

My Commission Expires: 7/30/2023



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby consents and acknowledges this Amendment under seal as of the day and year first above written.

ASSOCIATION: **CUMBERLAND STATION
TOWNHOME ASSOCIATION, INC.,** a
Georgia nonprofit corporation

By: *Holly Yaeffer*
Holly Yaeffer, President

Attest: *Jeff Anthony*
Jeff Anthony, Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:

Curt Kominar
WITNESS

Sandy Kidd
NOTARY PUBLIC

My Commission Expires: 7/30/2023

