



SABRIYA HILL

CLERK OF SUPERIOR COURT

Henry COUNTY

After recording, please return to:  
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Cross Reference: Deed Book: 19345  
Page: 1968

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**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR PEEKSVILLE LANDING**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PEEKSVILLE LANDING (hereinafter referred to as "Amendment") is made this 14th day of February, 2025 by **MILLROSE PROPERTIES GEORGIA, LLC**, a Georgia limited liability company (hereinafter referred to as "Millrose" and "Declarant") and **PEEKSVILLE LANDING PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter, the "Association");

**W I T N E S S E T H**

**WHEREAS**, Capshaw Development Company, LLC, a Georgia limited liability company ("Capshaw Development"), as Declarant, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Peeksville Landing, which was recorded June 18, 2024 at Deed Book 19345, Page 1968, *et seq.*, Henry County, Georgia land records (hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration"); and

**WHEREAS**, Capshaw Development assigned all right, title, interest, powers, privileges and immunities as Declarant arising under the Declaration, the Bylaws of Peeksville Landing Property Owners' Association, Inc, ("Bylaws") and Articles of Incorporation of Peeksville Landing Property Owners Association, Inc. to Millrose pursuant to that certain Assignment of Rights of Declarant Under the Declaration of Covenants, Conditions, Restrictions and Easements for Peeksville Landing, recorded February 4, 2025 in Deed Book 19397, Page 1294, *et seq.*, Henry County, Georgia land records; and

**WHEREAS**, pursuant to Article 10, Section 10.7(a) 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 Lot nor shall it adversely affect title to any Lot without the consent of the affected Owner; and

**WHEREAS**, this Amendment does not materially adversely affect the substantive rights of any Owners under the Declaration nor does it adversely affect title to any Lot; and

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

**NOW THEREFORE**, the undersigned Declarant hereby adopts this Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Peeksville Landing, hereby declaring that all of 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.

The Declaration is hereby amended by deleting Section 4.4(f) and Section 4.4(g) in their entirety.

2.

The Declaration is hereby amended by deleting Article 7, Section 7.4(f), entitled "Traffic Regulations," in its entirety.

3.

The Declaration is hereby amended by deleting Article 7, Section 7.25, entitled "Leasing Restrictions," in its entirety and replacing it with a new Section 7.25 to read as follows:

7.25 Leasing Restrictions.

(a) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines of the Association and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws and the Association's rules and regulations and Architectural Guidelines.

(b) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (i) a copy of the fully executed lease agreement; (ii) the name of the lessee and all other people occupying the Lot; (iii) the phone number of the lessee; (iv) the Owner's email address, telephone number and mailing address other than at the Lot; and (v) other such information as the Board may reasonably require.

(c) Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a 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 Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule, regulation or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

(d) Liability for Assessments: Assignment of Rent. If an Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge owed to the Association 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 of Directors, lessee shall pay to the Association all unpaid general, special and specific 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 of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other

charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. 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) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

4.

The Declaration is hereby amended by deleting Article 8, entitled "Insurance and Casualty Loss," in its entirety and replacing it with a new Article 8 to read as follows.

8.1 Insurance Obtained by Association. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Additionally, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. 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 One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors. Notwithstanding the foregoing, nothing in this Section 8.1 shall be construed as obligating the Association to obtain or maintain insurance covering a Lot, including, without limitation, any structures or improvements located thereon or a Lot Owner's or Occupant's personal property.

In addition to the other insurance coverage required by this Section, the Board of Directors shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without

compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the applicable requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

8.2 Insurance Obtained by Lot Owners. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of a Lot 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 casualty insurance on the Lot and all structures, dwellings and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy and, if reasonably available, shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard; (b) a liability policy covering damage or injury occurring on a Lot; and (c) insurance covering an Owner's or Occupant's personal property. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any structure or improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information is made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot subject to assessment under Article 4 hereof. Additional assessments may be made in like manner, as necessary, at any time

during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

8.4 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement located on a Lot shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of the Lot may elect to demolish all improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

9.5 Insurance Deductible for Common Property. In the event of an insured loss to the Common Property, the deductible shall be a common expense paid for by all Lot Owners equally; provided, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners or their occupants, guests, invitees, or lessees, then the Board may levy a specific assessment in the full amount of such deductible against such Owner(s) and his/her Lot(s).

5.

The Declaration is hereby amended by deleting Article 9, Section 9.11, entitled "Easements for Private Streets, Alley sand Sidewalks," in its entirety.

6.

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

7.

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

8.

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

[SIGNATURES ON FOLLOWING PAGE]

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

DECLARANT: MILLROSE PROPERTIES GEORGIA, LLC, a Georgia limited liability company

By: [Signature] (SEAL)  
Print Name: Tom Bowers  
Title: Vice President

Signed, sealed, and delivered in the presence of

[Signature]  
WITNESS

Ashley Roby McClintock  
NOTARY PUBLIC

My Commission Expires: 1/16/2027

[AFFIX NOTARY SEAL]

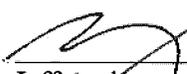
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IN WITNESS WHEREOF, the Association hereby consents and acknowledges this Amendment under seal as of the day and year first above written.

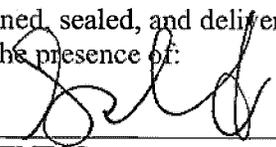
ASSOCIATION: **PEEKSVILLE LANDING PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

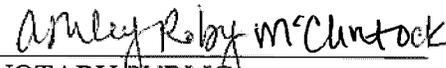
By:   
Lee Estock, President

Attest:   
Jeff Anthony, Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires: 1/16/2027

