

After recording, please return to:  
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Decatur, Georgia 30030  
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CROSS REFERENCE: Deed Book: 24900  
Page: 799

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THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TOWNS AT DRUID HILLS

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR TOWNS AT DRUID HILLS ("Amendment") is  
made this 7th day of December, 2020 by **TOWNS AT DRUID HILLS  
HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter called  
the "Association").

WITNESSETH:

**WHEREAS**, CalAtlantic Group, Inc., a Delaware corporation, , as successor-by-merger to  
The Ryland Group, Inc., a Maryland corporation, executed that certain Declaration of Protective  
Covenants, Conditions, Restrictions and Easements for Towns at Druid Hills, which was recorded  
April 24, 2015 at Deed Book 24900, Page 799, *et seq.*, DeKalb County, Georgia land records  
(hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration");  
and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia  
Nonprofit Corporation Code to be the Association named in the Declaration to have the power  
and authority set forth therein; and

**THE PURPOSE OF THIS AMENDMENT IS TO CLARIFY THE INDIVIDUALS ENTITLED TO  
PARK IN A GUEST PARKING SPACE AND REDUCE THE NUMBER OF UNITS THAT MAY  
BE LEASED FROM TWENTY-FIVE PERCENT (25%) OF THE UNITS TO FIFTEEN  
PERCENT (15%) OF THE UNITS.**

**WHEREAS**, pursuant to Article 11, Section 11.6(c) of the Declaration, the Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Units and the consent of Declarant; and

**WHEREAS**, Owners of at least two-thirds (2/3) of the Units have agreed to amend the Declaration as specified herein; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement unequivocally states that: (a) Owners of at least two-thirds (2/3) of the Units agreed to the foregoing Amendment; (b) the consent of Owners of at least two-thirds (2/3) of the Units was lawfully obtained; and (c) that any notices required under the Declaration, Bylaws and the Act were given; and

**WHEREAS**, rights of Declarant have terminated pursuant to that certain Termination of Rights of Declarant under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Towns at Druid Hills, which was recorded on the April 3, 2019 at Deed Book 27470, Page 776, *et seq.*, DeKalb County, Georgia land records; and

**NOW THEREFORE**, the undersigned hereby adopt this Third Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Towns at Druid Hills, 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 Article 7, section 7.4(f), entitled "Guest Parking," in its entirety and replacing it with a new Section 7.4 to read as follows:

(f) Guest Parking. Portions of the Common Property may contain striped and lined parking spaces for use by the guests of Owners and Occupants, as more particularly set forth in Section 9.12 hereof and as may be shown on the recorded subdivision plat(s) for the Community ("Guest Parking Spaces"). The Guest Parking Spaces shall be on a first-come, first served basis and are reserved for the exclusive use of the guests of Owners and Occupants. For purposes of this Section 7.4(f), a guest is defined as an individual who resides in the Unit for less than seven (7) consecutive days, or an individual who resides in the Unit for less than twelve (12) non-consecutive days in a calendar month. A guest may park his or her vehicle in a Guest Parking Space for up to seven (7) consecutive days; provided, however, the temporary removal of a motor vehicle from a Guest Parking Space or the relocation of a motor vehicle from one Guest Parking Space to another Guest Parking Space shall not be sufficient to establish compliance with this restriction. Any guest residing at a Unit for more than seven (7) consecutive days or more than twelve (12) non-consecutive days in a calendar

month shall be deemed to be an Occupant of such Unit and must park his or her vehicle in either the garage serving the Unit or the driveway serving the Unit. An individual who resides at the Unit for less than five (5) days in a calendar month for three (3) consecutive months shall be considered a guest. Owners and Occupants are prohibited from parking in the Guest Parking Spaces. Any guest, Owner or Occupant who fails to comply with the provisions set forth in this subsection (f) shall be subject to the remedies of the Association under the Declaration or Georgia law.

2.

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

8.2 Leasing Permits. Any Owner desiring to lease a Unit shall submit a written request to the Board regarding the same. The Board of Directors shall automatically approve an Owner's request for a leasing permit and shall issue a leasing permit if less than fifteen percent (15%) of the Units in the Community are leased. If fifteen percent (15%) 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 fifteen percent (15%). Owners who have been denied a leasing permit shall be placed on a waiting list and when the number of leased Units falls below fifteen percent (15%), 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.

3.

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

4.

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 the current Owner of any Unit subject to the Declaration.

5.

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

[SIGNATURES ON FOLLOWING PAGE]

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

ASSOCIATION: **TOWNS AT DRUID HILLS HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: Jonathan Craft  
Print Name: Jonathan Craft  
President

Attest: Jennifer Maclean  
Its: Jennifer Maclean  
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

R Gascoyne  
Witness

[Signature]  
Notary Public

My Commission Expires: 9/19/2023

[AFFIX NOTARY SEAL]

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Edward J Burke  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires 9/19/2023

EXHIBIT "A"

Sworn Statement of Secretary of  
Towns at Druid Hills Homeowners Association, Inc.

STATE OF GEORGIA

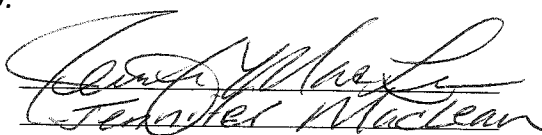
COUNTY OF DEKALB

Re: Towns at Druid Hills Homeowners Association, Inc.

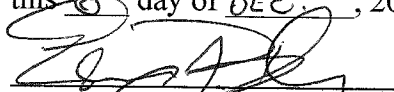
Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Towns at Druid Hills Homeowners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Towns at Druid Hills was approved by Owners of at least two-third (2/3) of the Units as provided by law and Article 11, Section 11.6(c) of the Declaration.
4. The consent of Owners of at least two-thirds (2/3) of the Units was lawfully obtained.
5. Any notices required by the Declaration, Bylaws and the Act were properly given.
6. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the 6 day of December, 2020.

By:   
Print Name: Jennifer Maclean

Sworn to and subscribed before me  
this 6 day of DEC, 2020.

  
Notary Public

My Commission Expires: 9/19/2023

[AFFIX NOTARY SEAL]

Edward J Burke  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires 9/19/2023