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STATE OF GEORGIA
COUNTY OF BARROW

Cross Reference: Deed Book: 2187
Page: 337
Deed Book: 2334
Page 394

**SECOND AMENDMENT TO THE COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR CANDLER PARK HOMEOWNERS
ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANDLER PARK (herein referred to as the "Amendment") is made as of the 9th day of May, 2022 by Candler Park Homeowners Association, Inc., a Georgia nonprofit corporation (herein referred to as the "Association").

WITNESSETH:

WHEREAS, PH 30, LLC executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Candler Park on December 13, 2018, in Deed Book 2187, page 337, *et seq.*, of the Barrow County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, and referred to as the "Covenants"); and

WHEREAS, PH 30, LLC executed and recorded an Amendment to that Declaration of Covenants, Conditions, and Restrictions for Candler Park on May 19, 2020, in Deed Book 2334; page 394, *et seq.*, of the Barrow County, Georgia land records thereafter, as may be amended and/or supplemented from time to time, and referred to as "Amendment 1"); and

WHEREAS, pursuant to that certain assignment of Declarant's Rights, recorded on December 20, 2018, in Deed Book 2189, Page 126, *et seq.*, PH 30, LLC assigned its rights as "Declarant" under the Covenants to Candler Park Homes, LLC (the "Declarant"); and

WHEREAS, pursuant to Section 8.02 of the Covenants, the Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the owner of any real property subject to the Covenants; and

WHEREAS, at least seventy-five percent (75%) of the Owners have signed this Amendment, as evidenced by the certification of the Secretary of the Association, attached as Exhibit "A" hereto and incorporated herein; and

WHEREAS, Candler Park Homes, LLC, as the Declarant, no longer holds title to any real property within Candler Park and subject to the Covenants;

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

1.

Section 5.01 of the Covenants is hereby amended to delete Section 5.01 in its entirety and replace it with the following:

5.01 Fencing:

- a. Acceptable type fences include: Privacy, Post and Rail (entrance), and Crossbuck. Chain link fencing is not permitted, except at least six (6) feet beyond the start of a wooded area in the rear of the lot. All rear yard chain link fences must be black and a maximum of four (4) feet in height.
- b. Fences are only permitted on the side of a lot and in the rear of houses to start at the rear corner of the house.
- c. Fences are to be properly maintained so that no broken or missing boards are visible.
- d. Broken or missing boards must be repaired or replaced within 30 days of receiving a report of violation.
- e. Fences if stained shall be stained brown, remain natural, painted white or painted to match the trim of the owner's house. Owner must provide the manufacturer's color code in the written request.

2.

Section 5.02 of the Covenants is hereby amended to delete Section 5.02 in its entirety and replace it with the following:

5.02 No exterior alteration or additions to any homes shall be allowed without the prior written consent of the Association.

3.

Section 5.12 of the Covenants is hereby amended to delete Section 5.12 in its entirety and replace it with the following:

5.12 Outbuildings:

- a. No outbuilding may be erected or maintained on any lot, except in the rear of the lot and all outbuildings/sheds must be approved by the Association.
- b. Buildings/sheds must be in the craftsman style design to maintain continuity of the neighborhood.
- c. Buildings/sheds cannot exceed the size of 12'x18', with roof pitch of 4/12 to a maximum of 7/12.
- d. Buildings/sheds must be on a concrete slab or the flooring system must be covered, or otherwise not visible.
- e. Buildings/sheds must be constructed to appear as the same material as home. No metal buildings or metal roofs are allowed.
- f. Buildings/sheds must be painted in the exterior colors of the home.
- g. Buildings/sheds roofs must use the same or similar shingles as the home.

4.

Section 5.25 of the Covenants is hereby amended to delete Section 5.25 in its entirety and replace it with the following:

5.25 There shall be no more than 5 permanent lawn ornaments on a given lot.

Section 5.28 of the Covenants is hereby amended to delete Section 5.28 in its entirety and replace it with the following:

5.28 Trash Collection Containers

- a. All trash collection containers shall be removed from curbside within 24 hours from trash pick-up.
- b. Trash containers, if not hidden from view of the street, should be placed farther from the street than the nearest corner of the owner's house. Trash not in containers is to be hidden from view of the street. A short L-shape section of privacy fence can be located at the front corner of a home for this purpose. A Modification Request Form (MRF) must be submitted for the modification.

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

ASSOCIATION: Candler Park Homeowners Association, Inc.
a Georgia nonprofit corporation

By: [Signature]
Carolyn Noel, President

Attest: [Signature]
Corrine Davis, Secretary

Sworn to and subscribed before me this
9 day of May, 2022.

[Signature]
NOTARY PUBLIC

[Signature]
My Commission Expires: 2-22-2023

[AFFIX NOTARY SEAL]



CERTIFICATION

Comes now Corrine Davis, as Secretary of Candler Park Homeowners Association, Inc., a Georgia non-profit corporation, and hereby certifies that at least seventy-five (75%) percent of the owners in Candler Park Subdivision have signed agreeing to the Second Amendment to the Covenants, Conditions, and Restrictions for Candler Park Homeowners Association, Inc. dated May 9, 2022.

Corrine Davis
Corrine Davis (Seal)
Printed Name: Corrine Davis
As Secretary of Candler Park Homeowners Association, Inc.

Signed, sealed and delivered in my presence
this 9 day of May, 2022.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:

[AFFIX NOTARY SEAL]

