BK: 1416 PG: 577-580 Filed and Recorded 05-29-2025 01:39 PM DOC# D2025-002437

Judy L. Ddom

JUDY ODOM CLERK OF COURT UNION COUNTY

AFTER RECORDING, RETURN TO:

Chad Henderson Calloway Legal LLC 2100 Riveredge Pkwy, Suite 1025 Atlanta, Georgia 30328

STATE OF GEORGIA COUNTY OF UNION

Cross Reference: DEED BOOK 1146, PAGE 496

AMENDMENT TO DECLARATION OF COVENANTS THE NEST AT BRANNON RIDGE RESERVE SUBDIVISION

This Amendment to the Declaration of Covenants is made this 19th day of March, 2025, by Tiny South, LLC, a Georgia limited liability company (hereinafter referred to as the "Declarant"), and The Nest at Brannon Ridge Reserve Homeowners Association, Inc., a Georgia nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, The Nest at Brannon Ridge Reserve (the "Community") is a residential community of single-family homes in Union County, Georgia, governed by that certain Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running with the Land for The Nest at Brannon Ridge Reserve Subdivision, recorded in Deed Book 1146, Page 496, Union County, Georgia real estate records (as such document may have been supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, Tiny South, LLC, is the Declarant as defined in Section 1.6 of the Declaration and the owner of certain property adjacent to the Community as described herein; and

WHEREAS, pursuant to Section 2.2 of the Declaration, Declarant has the authority unilaterally to annex Additional Property into the Declaration; and

WHEREAS, pursuant to Section 9.2 of the Declaration, Declarant has the authority unilaterally to amend the Declaration for any purpose; and

WHEREAS, Declarant desires to amend the Declaration, and the Association desires to join in the same, as evidenced by their execution of this Amendment herein below;

NOW, THEREFORE, pursuant to Section 9.2 thereof, the Declaration is hereby amended as follows:

The Declaration is hereby amended by deleting section 3.25 LEASES in its entirety and replacing it with the following:

3.25 LEASES. All rentals or leases of any property must be for a minimum of two (2) nights unless a lease for a shorter amount of time is approved by the Association. All leases must be in writing. Lot Owners are fully responsible for their tenants and must give written notice to the Association of their intent to lease or rent their Property.

NOW, THEREFORE, pursuant to Sections 2.2 and 9.2 thereof, the Declaration is hereby amended as follows:

DECLARANT HEREBY DECLARES that all of the property as described on Exhibit A attached hereto is annexed to and made a part of the Community, subject to the Declaration, and henceforth shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to all covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the said property, and which shall be binding upon all persons or entities having any right, title, or interest in the said property, their respective heirs, legal representatives, successors, successors-in-title and assigns, for the benefit of all owners of property subject to the Declaration.

ALL OTHER TERMS and provisions of the Declaration shall remain unchanged except as set forth herein or as previously amended. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned does hereby adopt and approve the above, and consents thereto, effective the date first above written.

Signed, sealed and delivered in the presence of:

TINY SOUTH, LLC,

a Georgia limited liability company

Unofficial Witness

Notary Public

Signed, sealed and delivered in the presence of:

By: Kim Bucciero, Managing Member

(SEAL)

Consented and agreed to by:

THE NEST AT BRANNON RIDGE RESERVE HOMEOWNERS ASSOCIATION, INC.,

a Georgia nonprofit corporation

Unofficial Witness

Notary Public

BV Kim Bucciero, its President

(CORPORATE SEAL)

Page 2 of 2

BK: 1416 PG: 579

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BK: 1416 PG: 580

EXHIBIT "A"

Additional Property

All that tract or parcel of land lying and being in Land Lots 17 and 20, 9th District, 1st Section, Union County, Georgia, beingLots 203 through 211 plus 216, inclusive, of Brannon Ridge Reserve Subdivision, Phase 3, as shown on plat of survey by Blue Ridge Mountain Surveying, dated March 10, 2025, recorded in Plat Book 75, Page 154, Union County, Georgia records, which recorded plat is incorporated herein and made a part of this description by reference.