

New Restrictions

Brannon Ridge Reserve

STATE OF GEORGIA
COUNTY OF UNION

**AMENDMENT (1) TO THE RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND**

Whereas, the holders of the legal title to more than 67% of the below listed subdivision, known as Brannon Ridge Reserve, said tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 17 & 20, 9th District, 1st Section, Union County, Georgia, being Lots One (1) through Fifteen (15), Phase 1 of Brannon Ridge Reserve Subdivision, as shown on plat of survey by Southern Geosystems, Ltd., dated 9/1/05 Revised 4/6/10, as recorded in Plat Book 63, Page 181, Union County records, which description on said plat is hereby incorporated by reference herein and made a part hereof.

Do hereby amend the recorded Declaration of Covenants, Restrictions, Easements, Reservations, Terms and conditions as follows:

Strike all Sections, Articles and other Verbiage of the original Declaration and replace them with the following:

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Brannon Ridge Reserve.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof.

1. All lots shall be for residential, single-family purpose only and cannot be subdivided.
2. No house or other structure shall be used for office or business purposes except that private offices may be maintained and used so long as such use is incidental to the primary residential use of such house.
3. All houses shall be constructed with no less than twelve hundred (1,200) square feet of heated living space if only one story. If two story, a minimum of one thousand (1,000) square feet on main floor, exclusive of any carport, garage, basement, deck, patio or open or closed screen porches. Carport, guest house or detached garage shall be constructed of the same exterior materials and similar appearance as the residence. Out buildings or barns must be constructed of new materials, and be similar to primary dwelling. Dwellings must exhibit the following outside exteriors: brick veneer, wood siding, and vinyl siding or Hardy Board. Primary dwelling may be a log house, frame construction, modular home or factory-built home. It is the intent and purpose of this restriction to insure that all dwellings and outbuildings shall be of "quality" workmanship and materials.

665

4. No building or any part thereof, including garage, barns and porches shall be erected on any lot closer than forty (40) feet to the centerline of the road easement and fifteen (15) feet from all other lot lines. Where more than one lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.
5. No mobile home, house trailer, double-wide trailer, relocated older homes, or other similar facilities shall be constructed, maintained, placed or otherwise allowed to be situated on any portion of said lots, but it will be permissible to use a travel trailer, camper or motor home (RV) during the construction period provided an approved septic system is installed.
6. Each building shall be on a solid foundation of poured concrete, block, stone or brick. All exterior cement or cinder block surfaces must be covered with brick, stone, rock or stucco. All exterior wood surfaces shall be either painted or stained or treated for weathering where a natural weathered appearance is desired. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards, and recommendations of the Union County Health Department, and approval of said system shall be obtained from said authority prior to beginning of construction of any dwelling on any lot.
7. When the construction of any building is once begun, work thereon must be pursued diligently and completed within 18 months. The exterior shall be completed within nine (9) months. All building debris shall be cleaned up and removed from the lot and a reasonable amount of landscaping (such as planting grass and shrubs) shall be completed within a reasonable period of time after the completion of the house.
8. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of "THE UNDERSIGNED" or Property Owner's Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction. Property owners shall be responsible for installing erosion control measures prior to construction. No bare dirt shall be left exposed except during construction. "THE UNDERSIGNED" shall not be responsible for any drainage or erosion issues caused by driveways, home sites, etc.
9. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All animals shall be kept in a manner so as not to be a nuisance to any neighbor.
10. No commercial signs except real estate brokers or owner's signs of "For Sale" or "Yard Sale" or such signs as may be required by legal proceedings shall be erected or maintained on any lot. "THE UNDERSIGNED" may erect signs identifying the subdivision and other information as necessary.
11. No lot shall be used for commercial activity or business. No lot shall be used in whole or part for any illegal activity nor for the storage of any hazardous materials, inoperable vehicles, trash and rubbish of any character whatsoever, nor for the storage of any property or thing that will cause noise that will, or might, disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Lot owners shall mow their unimproved lot a minimum of once a year. Unmowed areas may be bushhogged by "THE UNDERSIGNED" or Property Owner's Association at the lot owner's expense.
12. No title or interest in any portion of the above described property shall be sold or conveyed on a timeshare or interval ownership basis.

13. All roads in BRANNON RIDGE RESERVE are private roads. The cost of repair and upkeep is the responsibility of the Property Owner's Association.

14. It is explicitly understood by the lot owner that damage to the subdivision roads caused directly by any activity of a particular owner or persons working on the property or delivering goods or services to or for a particular owner shall be the responsibility of said owner to repair immediately.

15. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads, and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against "THE UNDERSIGNED" or any of their agents are hereby waived by the lot owners.

16. "THE UNDERSIGNED" will dedicate the roads, streets, avenues and necessary easements abutting the lot(s) to BRANNON RIDGE RESERVE Property Owner's Association when fifty percent (50%) of the lots are sold. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a Membership in the Association. This does not include those holding a security interest of an obligation, and giving of such interest shall not terminate the lot owner's membership. "THE UNDERSIGNED" reserves the right to add additional lots to BRANNON RIDGE RESERVE.


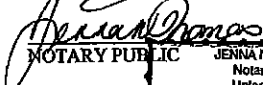
17. If the owners of lots in BRANNON RIDGE RESERVE violate any of the covenants set forth in the Declaration, it shall be lawful for any other person owning real property in the subdivision or the BRANNON RIDGE RESERVE Property Owner's Association, Inc., to prosecute any proceeding at law or in equity against any person or persons violating any of such covenants and either to prevent such owner from so doing or to recover damages for such violations, or both.

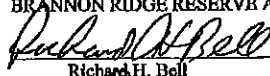
18. These covenants may be amended at any time by the agreement of owners of two-thirds of the lots in BRANNON RIDGE RESERVE. All amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.


19. These covenants and restrictions contained herein shall run with the land and shall bind all parties and persons claiming under them perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any covenant affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one (51%) percent of the persons owning Lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. Section 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to these covenants, by acceptance of a deed or other conveyance, agrees that the covenants contained herein may be extended and renewed as provided in this Paragraph. Except as specifically amended herein, the Declaration shall remain in full force and effect.

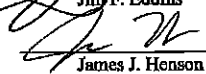
20. Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidity of any one of these covenants by judgment of any court of competent standing shall in no wise affect any of the other provisions, which shall remain in full force and effect.

BRANNON RIDGE RESERVE AMENDED


WITNESS 
 NOTARY PUBLIC  JENNA N. THOMAS
 Notary Public
 Union County
 My Commission Expires: State of Georgia
 My Commission Expires May 21, 2012


 Richard H. Bell


 Jim F. Eddins


 James J. Henson

UNION COUNTY, GEORGIA
 FILED & RECORDED August 3
 2010 AT 1:55 P.M.
 RECORDED IN BOOK 839 PAGE 665-668


 SUPERIOR COURT CLERK

899