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**DECLARATION OF COVENANTS, RESTRICTIONS  
PROPERTY OWNERS ASSOCIATION AND LIMITATIONS  
RUNNING WITH THE LAND FOR  
THE NEST AT BRANNON RIDGE RESERVE SUBDIVISION**

This DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR THE NEST AT BRANNON RIDGE RESERVE, made this 18<sup>th</sup> day of April, 2019 by TINY SOUTH, LLC (hereinafter "Declarant"), hereafter referred to together with its successors-in-title who come to stand in the said described property as its predecessor did as Declarant

WHEREAS, it is the intent of the undersigned owners to establish a general plan and uniform scheme of development and improvement of the upon referenced property; and

WHEREAS, the Owners wish to provide for the preservation and enhancement of property values, amenities and opportunity within the property in order to contribute to the personal and general health, safety and welfare of the property Owners and residents therein and do maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, Association, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and of the benefits to the Owners of THE NEST AT BRANNON RIDGE RESERVE and each and every subsequent Owner of any of the parcels and numbered lots in said development. These covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through, their heirs, successors in title and assigns, and THE NEST AT BRANNON RIDGE RESERVE, to-wit:

BK=1146 PG=497

## ARTICLE ONE

## DEFINITIONS

The following terms, as used in these restrictive covenants, shall have the following meanings

1.1 Accessory Dwelling Unit, also referred to as "ADU", is a secondary residential building with a room or set of rooms that have been designed or configured to be used as a separate residential dwelling unit and may contain, kitchen, living, and bedroom(s) and bathroom(s). The ADU must not exceed 600 square feet in heated space.

1.2 ARC shall mean and refer to the Architectural Review Committee to be established pursuant to the Bylaws of the Association.

1.3 Association shall mean and refer to THE NEST AT BRANNON RIDGE RESERVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.4 Board shall mean and refer to the Board of Directors of THE NEST AT BRANNON RIDGE RESERVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.5 Common Property shall mean any and all real and personal property and easements and other interests therein, together with any facilities and improvements located thereon, for the common use and enjoyment of the Owners, including, without limitation defined common areas located upon the Property, all of which are located at or upon the Property defined in the above referenced surveys. Common Property includes but is not limited to the portions of the property described as roads, access easements, and Common Property, as shown on that certain plat of survey as recorded in and the Common Area, 0.15 acre.

1.6 Declarant shall mean Tiny South, LLC, a Georgia limited liability company, and its assigns.

1.7 Dwellings shall refer to houses within the Property and Accessory Dwelling Units of which is used primarily for a residential dwelling.

1.8 Owner shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot or parcel which is a part of this Declaration, including contract sellers. Owner shall not include a mortgage holder unless and until such mortgage holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.9 Parcel and Lot shall mean and refer those Numbered Lots surveyed, platted and recorded as shown as Lots 101-122 inclusive, as shown in Plat Book 71, Pages 143-144, Union County, Georgia records, and any Lots hereafter added to or submitted to this Declaration.

BK:1146 PG:498

1.10 Property shall mean that real estate which is submitted to this Declaration as described on the plat and recorded as shown in those Lots which shall be surveyed from Plat Book 71, Pages 143 and 144, Union County, Georgia Records and any property hereafter submitted hereto.

ARTICLE TWO

PROPERTY SUBJECT TO THIS DECLARATION

2.1 EXISTING PROPERTY. The initial property subject to this Declaration upon the recordation hereof in the county public records, are the Property, said property being described on the Plat of survey referenced herein and as specified in Exhibit "A" hereof.

2.2 ADDITIONAL PROPERTY. Declarant reserves the absolute right to annex any additional property into the Property at its sole discretion and subject same to this Declaration as if it was an original part hereof. Additional property shall mean all that property and any as may be adjacent to or contiguous with the Exhibit "A" Property (or Property made a part of Brannon Ridge Reserve) which may be added to the Brannon Ridge Reserve in accordance with the terms of this Declaration or any adjacent property that is contiguous to property hereafter annexed pursuant to this provision. Property shall be deemed to be adjacent to or contiguous with property made a part of Brannon Ridge Reserve if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course including any river, creek or lake.

ARTICLE THREE

USE RESTRICTIONS

3.1 SUBDIVISION OF LOTS. No Lot shall be subdivided after being conveyed by Declarant.

3.2 COMMERCIAL ACTIVITY. No lot shall be used for any commercial activity or business with the exception of a home office, which shall only include offices contained within the physical structure of the home. Rental of a Dwelling or Accessory Dwelling Unit shall not be deemed a commercial or business activity, and therefore renting or leasing of Dwellings and Accessory Dwelling Units shall be permitted. Unless otherwise provided by the Board of Directors or Declarant, all leases shall have a minimum term of at least 2 nights and a maximum term of 30 days. Rental periods for longer than 30 days is strictly prohibited. No rental of Dwellings or Accessory Dwelling Units are allowed in excess of 30 days. All leases shall require, without limitation, that occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall obligate the occupants to comply with the foregoing Declaration. All rentals shall be subject to any Union County rules, ordinances, or taxes, if applicable. Notwithstanding anything to the contrary, use or leasing of a Dwelling or Accessory Dwelling Unity by a family member of Owner shall not be considered a rental subject to the restriction of rental terms longer than 30 days as set forth above.

BK: 1146 PG: 499

3.3 CONSTRUCTION OF HOMES. All homes and buildings must be completed within twelve (12) months from the date construction begins.

3.4 DETACHED BUILDINGS. Aside from the primary Dwelling, no more than two detached buildings including up to one Accessory Dwelling Unit and one Garage shall be allowed per Lot. The detached building and Accessory Dwelling Unit or Garage shall be constructed in the same style and manner of the primary Dwelling with regard to exterior siding, style and roof color. Any variations must be approved by Declarant or ARC. Guest quarters shall be permitted in the Accessory Dwelling Unit or Garage. All construction and permitting for Accessory Dwelling Unit, detached building, or garage shall be completed in accordance with local and state law. ADUs must be set back from the front property line at least as far as the primary dwelling unit. This section 3.4 and the limitation on the number of detached buildings shall not apply to Lot 120 as shown on Plat Book 71, Pages 143-144, Union County, Georgia records.

3.5 FENCES. Fences must be constructed of only wood products, black aluminum, or black iron and must be approved by Declarant or ARC in advance of construction of said fence. No chain link fences are allowed. Fences are not allowed between the Dwelling and subdivision road on the subdivision road side of any Dwelling.

3.6 LANDSCAPING. All residents must maintain their lot and grounds in an attractive manner. A reasonable amount of upkeep and landscaping must be performed by Owner. The reasonableness of the amount of landscaping done is to be determined by the Declarant or Association. Each lot shall be maintained in a neat and attractive condition including but not limited to mowing and/or weed eating so as not to become an eyesore to adjoining lots.

3.7 PONDS AND WATER FLOW. No building of ponds, redirection or restriction of water flow in any creek, stream, branch, or spring is permitted. Maintenance of existing ponds, creeks, streams, branches, or springs is allowed. Any creek shall not be used for irrigation. Decorative ponds and water features not to exceed eight (8) feet in diameter at its widest part shall be allowed but must be approved by the Association, and shall meet any applicable DNR, state or local requirements, rules, ordinances, approvals, etc..

3.8 LAND DISTURBING ACTIVITIES. No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities are done in accordance with local and state law and in an environmentally sound manner with minimal impact on the sensitive water environment and resources including but not limited to (i) the construction and maintenance of all sedimentation fences, etc. necessary to prevent all sedimentation, siltation, erosion, etc. from entering into the said streams, branches and/or springs and (ii) taking all steps necessary to prevent chemicals and/or other pollutants from entering into the said streams and/or branches.

BK:1146 PG:500

3.9 CUTTING OF TREES. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. Owners may only remove 30 percent of the trees on their Lot without the prior written consent of the Declarant or Association. Furthermore, other than for the purpose of preparing an area for construction of a Dwelling or other structure, no tree with a diameter of 8 inches or larger may be removed without the written consent of the Declarant or Association. All trees that have been cut must be entirely removed from property immediately, unless used for firewood which must be stacked within thirty (30) days of felling the tree.

3.10 ANTENNAS AND SATELLITE DISHES. No large antenna or satellite dishes of more than 18 inches in diameter are permitted. Any antenna or satellite dish must be in an inconspicuous location and not to be viewed or seen from the subdivision road.

3.11 EROSION CONTROL. Owners must construct erosion control methods such as siltation fences and/or screens, etc. during the home building process and must comply with local and state regulations with regard to same.

3.12 NOISES. No loud or obnoxious noise, including but not limited to, incessant dog barking, shall be permitted. Quiet time for the Property and subdivision shall be 11 pm EST.

3.13 ADVERTISING. No advertising shall be allowed on any Lot, except if a Lot or home is for sale, then it may be advertised as such. Notwithstanding, a Lot Owner is allowed to place one political sign on their Lot not to exceed 4 square feet. Said political sign is only allowed to be displayed for 90 days prior to the applicable election and must be removed no later than one day after the election takes place.

3.14 PROPANE TANKS. All propane tanks shall be placed underground unless otherwise approved by the Declarant or ARC in its sole discretion.

3.15 SEWAGE DISPOSAL. All septic systems shall be approved by the Union County Health Department or its respective governing agent at the time of construction.

3.16 TEMPORARY STRUCTURES. No structure of a temporary character, such as a basement, trailer, tent, shed, shack, garage, barn or other outbuilding will be used on any Lot at any time as a residence whether temporarily or permanently. Provided, however, that this paragraph shall not be deemed or construed to prevent the use of temporary construction, shed, or trailer during the period of actual construction of any residential structure on the such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All temporary structures shall be removed upon issuance of certificate of occupancy or completion of the primary dwelling. No outbuilding, garage, shed, shack, tent, trailer or temporary building of any kind shall be erected prior to commencement of the construction process.

3.17 MANUFACTURED HOME OR MOBILE HOME. No manufactured home or mobile home of any type shall be used or located on any Lot at any time whether

500

BK:1146 PG:501

temporarily or permanently. A construction trailer/vehicle shall be allowed during the construction period. A recreational vehicle shall be allowed for Declarant during the construction period. Modular homes are not prohibited under this provision.

3.18 RESIDENTIAL USE. Lots are for residential use only. No accumulation of discarded personal effects, debris, waste or garbage shall be permitted on any Lot at any time. The rental of Dwellings or Accessory Dwelling Unit is allowed in accordance with this Declaration and Section 3.2 above.

3.19 CLOTHESLINES. No clotheslines or outside clothing/garment drying area shall be located on any parcel or Lot unless they are installed in the backyard and are not visible from the subdivision roads or any adjacent Lot.

3.20 GARBAGE AND TRASH CONTAINERS. No parcel or Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers out of view of subdivision roads except as required during trash connection or pickup.

3.21 PETS. No animals, livestock or cattle shall be raised, bred, kept or maintained on any parcel or Lot, except that dogs, cats, or other ordinary pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No pet shall be permitted outside the boundaries of the Owners Lot unless accompanied by their Owners and on a leash. Up to six (6) female chickens (hens) shall be permitted per lot, so long as they are secured in a fenced area or coop or house-like structure. Said coop or structure shall be in a location so as to not be viewed from the subdivision road or an adjacent Lot. Under no circumstances are male chickens (roosters) allowed on any Lot.

3.22 RECREATIONAL VEHICLES. No recreational vehicles ("RVs") shall be used on a Lot as temporary or permanent residence, nor shall recreational vehicles be parked on subdivision roads within the development; however, recreational vehicles may be parked on said lots provided that they are fully enclosed within a structure that has the same siding as the house located on the Lot. A state-licensed, RV of 20 feet or longer in length shall be allowed on said Lot up to 3 consecutive days during a 30-day period, however, concrete pads or temporary power poles shall not be permitted.

3.23 NUISANCES. No Lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any extraordinary noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

(a) No automobiles, trucks, or other motor vehicles without a current year license tag may be placed or allowed to remain on the property.

501

BK:1146 PG:501

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(a) No automobiles, trucks, or other motor vehicles without a current year license tag may be placed or allowed to remain on the property.

501

BK:1146 PG:502

(b) No trail bikes, three and/or multi wheeler, dune buggies, all-terrain vehicles or other externally mounted engine vehicles shall be permitted in the development, including the Common Property, except for ingress and egress. Golf carts and side-by-side ATVs shall be permitted; however, all such vehicles shall be properly muffled so as not to disturb occupants of the surrounding property.

(c) No lot owner shall discharge any weapons on their respective lot except as needed for protection. Target practice is not allowed.

3.24 TOWERS. No towers, cell, radio, television, or otherwise, shall be erected without prior written approval of the Declarant.

3.25 LEASES. All rentals or leases of any property must be for a minimum of two (2) nights and maximum of 30 days in duration 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.

3.26 BOATS AND BOAT TRAILERS. Boats and boat trailers may be stored in the driveway of a house for no more than five days during a thirty-day period. Boats and boat trailers may be stored in the garage or on a Lot if, and only if, the boat or boat trailers cannot be seen from the road and adjoining Lots or are in an enclosed structure allowed under these declarations. Boats or trailer shall be removed immediately upon request of Declarant or Association if it fails to comply with the Declaration.

3.27 CAMPERS AND TRAILERS. No campers or utility trailers may be stored on a lot for more than one week per year unless they are stored in an enclosed garage, subject to requirements of section 3.4, or not visible from the road or adjacent Lots.

3.28 COMMON PROPERTY/COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without written consent of the Association, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the subdivision, or the cul-de-sacs, or the Common Property. Neither the Association or Declarant shall be liable for any damage or injury resulting from such use of the Common Property to the extent permitted by law.

ARTICLE FOUR

BUILDING REQUIREMENTS

4.1 MINIMUM BUILDING REQUIREMENTS. The following shall be minimum requirements for construction of any improvement on any Lot. All drawings for accessory structures and/or construction plans for dwellings shall be approved by the Association or the Architectural Review Committee ("ARC"). The ARC shall review the plans to determine

502



BK=1146 PG=503

if they meet the style incorporated throughout the Property. A high emphasis shall be placed on curb appeal.

(a) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings. All exterior paint colors must be approved in advance by the ARC.

(b) Staining and Painting Staining and/or painting of all exterior surfaces of improvements shall be adequately done by Lot Owner as needed but not less than once every ten (10) years.

(c) Building Location. All buildings must meet local building codes and setback requirements, and be approved by Declarant or ARC.

(d) Garages. No front-loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted only when the lay of land dictates such a variance is required.

(e) Foundations. Dwelling foundations shall be finished with concrete, brick, stone, stucco or be built of split-face block that has the appearance of natural stone, to be approved by Declarant or ARC. No exposed block shall be permitted. All retaining wall shall be constructed of cement or cement blocks and finished to the same standards.

(f) Utility Lines. All utility lines (including electrical, telephone, and cable TV lines) shall be placed underground.

(g) Property Appearance. The owner of each Lot (whether vacant or occupied) in the subdivision shall maintain the Lot in a neat and attractive condition. Should any lot owner not maintain their property they shall receive written notice from the ARC or Association, and if the property is still not maintained, the Association may cause to have the property mowed and maintained at the owner, owners expense. Signs may be located on the property which advertise the property for sale but shall be similar to real estate sale signs.

(h) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools shall be permitted.

(i) Landscaping. Landscaping around dwellings shall be completed within thirty days of completion of construction.

(j) Builders. All contractors, builders, and subcontractors must be approved by the ARC or Declarant prior to start of construction. ARC or Declarant shall have the sole authority to approve or disapprove of contractors, builders, and subcontractors.

(k) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses and no exposed block walls shall be permitted.

503

BK:1146 PG:504

(i) Solar Panels shall be allowed however no Lot shall install or erect solar panels for the primary purpose to create power for resale other than selling to power company. No solar farms are allowed on the Property.

4.2 PARCEL OR LOT SIZE. Notwithstanding other provisions of this Declaration, Owners and Declarant shall have the right to subdivide, combine any Lot or parcel, or portions of lots or parcels into other lots that are a part of this subdivision, in effect changing the boundary line of the lots so long as the Lot size meets county, city and local building requirements. However, other than the above exception no residential parcel or Lot shall be subdivided into smaller parcels than the original Lot size as shown on the above referenced plat of survey. The Association does not have any authority to grant variances under this paragraph.

4.3 ARCHITECTURAL AND BUILDING CONTROLS. With the specific exception of Declarant, all building plans with regard to exterior color and overall aesthetic appeal must be approved by the ARC. Once Declarant no longer owns property in the subdivision, all building plans pursuant to this paragraph must be approved by a two-thirds vote of the ARC or Board of Directors for the Association if no ARC has been formed with regard to exterior color and overall aesthetic uniform in appearance. All construction shall be in compliance with state and local building codes at all times.

(a) The standard for approval of building plans shall include, but not be limited to (i) aesthetic consideration; (ii) materials to be used; (iii) compliance with the standards then in effect at the Property and widely adopted (the "Community-Wide Standard"), this Declaration, or the design standards which may be adopted by the Association or Architectural Review Committee (ARC); (iv) harmony with the external design of the existing building, lots and structures, and the location in relation to surrounding structures and topography; and (v) any other matter deemed to be relevant or appropriate by the Board or ARC.

(b) Upon receipt of a completed ARC Checklist, the ARC must respond within thirty (30) days for final approval.

(c) One copy of site plans and schematic drawings shall be returned to Owner.

(d) Property Owners are responsible for agents, employees, contractors, and subcontractors.

(e) Review and approval of any application pursuant to this Paragraph may be made on any basis of aesthetic considerations, and the Association or ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the ARC, the Declarant nor Member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

504

BK:1146 PG:505

(f) The ARC may charge a fee to Owner for the approval process. Said fee may include the ARC's cost for hiring a third-party consultant to assist in review and compliance with the approval process.

(g) The ARC shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions.

ARTICLE FIVE

MAINTENANCE OF ROADWAY, IMPROVEMENTS, COMMON PROPERTY

5.1 Association shall maintain the roads within the Property as defined by the above listed surveys, and until and if the Association deeds the roads to the County (all such roads collectively referred to herein shall be private). Each Lot Owner by taking title to a lot in the subdivision, covenants and agrees to participate and cooperate on a pro rata basis, in the reasonable repair, replacement, maintenance and operation of the Private Roads and to maintain all slopes or other supports on all Lots for purposes of providing internal support to the Private Roads including, but not limited to, costs, repair and expenses. Repairs and maintenance as contemplated herein shall be solely and exclusively determined by the Declarant or Association. It is expressly acknowledged and understood by the Lot Owners that damage to the subdivision road caused directly by any construction or by other activities of a particular Lot Owner shall be the responsibility of said Owner to repair. Said damage shall include, but not be limited to, that damage caused by irresponsible use of and/or loading on said road during adverse conditions.

(a) Upon the submission for approval to ARC of building plans submitted to it, pursuant to Section 4.3 above, there shall be due a \$7,500 fee ("Road Improvement Fee") from the Lot Owner, for maintenance and road improvement and paving. Any excess funds shall be placed into a reserve account for road repair and maintenance by the Association. This fee shall be paid before any Construction on said site shall begin. If the Lot Owner fails to pay this fee before construction begins, the ARC may file a lien against Owner's property; withdraw any prior approval given, or any other remedies available at law or in equity, including a Court Order for Injunctive Relief.

(b) So long as Association is responsible for maintaining the subdivision roads, the above Road Improvement Fee shall be used to repair roads. Association shall keep the money contemplated in this item (5.1) in an escrow account, and keep an accurate accounting of how this money was used for road maintenance. Any funds in this escrow account for road development shall, upon Association relinquishing and turning over the roads to the County and being accepted by the County, be turned over to the Association's general fund for purposes of maintaining the property, inclusive of Common Property other than roads.

5.2 RESPONSIBILITY. Owners shall be solely responsible for any repairs, and costs of such repair, for the acts of their guests, invitees, agents or family members for damage to the private roads caused by gross negligence, intentional misfeasance of usage of the Private Road in

505

BK:1146 PG:506

a manner not constituting reasonable, ordinary, everyday or typical use of the Private Road. All such repair shall be completed in a timely and workmanlike manner.

5.3 MAINTENANCE OF COMMON PROPERTY/AREA. Association shall maintain and keep in good repair the Common Property. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, all maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving, and other improvements, if any, situated on the Common Property.

## ARTICLE SIX

## EASEMENTS

6.1 EASEMENT GRANTS The following easements are hereby granted and/or reserved over, across and through the property.

(a) ROAD INGRESS AND EGRESS. There is hereby granted to all subdivision parcel or Lot Owners, their heirs, successors, and assigns, and to all Owners of the limited Common Property, their heirs, successors, and assigns, reciprocal easement for ingress and egress across all roadways contained in the subdivision as well as access from the public roads to the subdivision roads. Said roads being platted on the subdivision plat of survey first referenced above. Further, no adjacent parcel or lot located outside of the Property shall be accessed by the subdivision roads or easements within subdivision. However, this restriction on adjacent property access shall not apply to Declarant, any adjacent property owned by Declarant, or any property annexed herein.

(b) PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.

(c) UTILITY EASEMENTS. Association hereby establishes for the benefit of, and grant and convey to, the Owner of each Lot, a perpetual, non-exclusive Easement appurtenant to each of the other Lots for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner of gas, telephone, power, water, sewer, or other utility lines serving any portion of a Lot within ten feet of the boundary line(s) of any Lot(s), provided there are no buildings or structures constructed in such areas. All such utility lines shall be installed and maintained below the ground level or surface of the Lots (except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected lot.

(d) WALKING EASEMENTS. There is hereby reserved for the express use of all Owners and their guests a 30' easement to be used as a pedestrian walking path, said 30' easement to be centered along the common boundary line of Lot 110 and Lot 111 and the common boundary line of Lot 109, Lot 112, Lot 108 and Lot 113. Further, along the eastern

506

BK=1146 PG=507

boundary of Lot 105, 106, and 107, there is hereby reserved 50' easement to be used as a pedestrian walking path, said 50 feet easement shall extend 50' from the centerline of the creek. The above lots are more particularly described on plat of survey filed in Plat Book 71, Pages 143-144, Union County, Georgia Records. The above described easements shall strictly be limited to foot traffic only. No motorized vehicles or other non-motorized vehicles are allowed to utilize the easement area. The walking path is intended for Owners and their guests to enjoy the beauty and scenery of the area in a peaceful and quiet manner.

## ARTICLE SEVEN

## BRANNON RIDGE PROPERTY OWNERS ASSOCIATION

7.1 MEMBERSHIP. All parcels or Lot Owners shall become member of THE NEST AT BRANNON RIDGE PROPERTY OWNERS ASSOCIATION, INC. ("Association") at time of closing. Each parcel or Lot shall enjoy one vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly. The Association, acting through its Board of Directors shall have the rights and authority as set forth in this Declaration and in the By-Laws, to be adopted by the Owners or the Association as set forth herein. The Association shall act by and through its Board of Directors as set forth in the Bylaws of the Association. The Board of Directors shall have the authority as set forth in this Declaration and Bylaws of the Association.

7.2 CONTROL BY DECLARANT. Declarant has the absolute authority to control the Association until Declarant has sold all Lots subject to this Declaration. Declarant may release and relinquish control of the Association sooner in Declarant's sole discretion.

7.3 MEETING. An Association meeting shall be called and convened each year at some time during the first two weeks of May after Declarant has relinquished control of the Association. At the first meeting following the relinquishment of control, Declarant shall preside as temporary chairman at the first Association meeting and shall serve on the Board of Directors, until such time as Declarant no longer owns property in the subdivision. At the first meeting following relinquishment of control, an initial Board of Directors consisting of Five (5) Lot Owners (with no more than one owner per lot serving) shall be elected. Written notice of any meeting called shall be sent to all Association members by either U.S. Mail or electronic message to the last provided e-mail by lot owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the meetings the presence of members either in person or by approved proxies entitled to cast fifty percent of all votes shall constitute a quorum.

(a) The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by this Declaration or By-Laws.

7.4 ASSESSMENTS. The annual Association assessment shall be four hundred dollars (\$400.00) per lot, per year.

(a) The Lot Owners of each Lot owned within the Property, by acceptance of a deed, therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is

507

BK: 1146 PG: 508

deemed to covenant and agree to pay the Association's annual assessments and special assessments subject to the terms of this paragraph.

(b) The Association shall keep the Assessment funds in an escrow account, and keep an accurate accounting of how this money was used.

(c) Annual assessments are due the 1st day of January of each new calendar year.

(d) No annual, special, or other assessment shall be required or paid by Declarant until such time as said Lot is conveyed to a person or entity other than Declarant. At time of sale by Declarant, the annual assessment shall be prorated and buyer shall pay to the Association its prorated portion of the assessment owed for the year that the Lot closing occurs.

(e) Lot Owners that own more than three vacant Lot shall be assessed \$400.00 on the first Lot and \$200.00 for each subsequent Lot. Upon a structure being erected on any vacant Lot, that Property owner shall be assessed \$400.00 notwithstanding the fact said Owner may own multiple Lots.

(f) At time of sale by a Lot Owner, the annual assessment shall be prorated and buyer shall pay to the Association its prorated portion of the assessment owed for the year that the Lot closing occurs, and any past due annual assessments from previous year(s).

7.5 ASSESSMENT PURPOSE. Annual assessments shall be used for subdivision road maintenance (to include road maintenance on roads between the Property and the county-maintained road), landscaping, entrance maintenance, insurance premiums, taxes, utility fees and improvements, maintenance, cleaning and caring of the Common Property, or other purposes deemed appropriate by the Declarant or Association or ARC to promote the recreation, health, safety and welfare of the residents in the subdivision; provided, however, the maintenance of Common Property and the payment of the insurance described above shall be given absolute priority over any other use of the Assessments that may be determined by the Association at a later date.

(a) The annual assessment may be used to mow the grass along the edges of the road and mow the Common Property to maintain community appeal.

7.6 SPECIAL ASSESSMENTS. Special assessments may be made for any lawful purpose by the approval of seventy-five percent of the membership at a meeting provided a quorum is established.

#### 7.7 DELINQUENT ASSESSMENTS.

(a) If the annual or special assessments, or assessments for maintenance of Common Property, are not paid on or before thirty days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and

508

BK:1146 PG:509

assigns. If the Association files a claim of lien on the public records of Union County, against any Lot, a lien fee of \$150 shall be added to the unpaid assessment and secured by the lien hereby created.

(b) If the annual assessment is not paid within thirty days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%). The Association may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fees and costs and fees on appeal. In addition, if the annual assessment is not paid within thirty days after the date when due, then the Owner shall lose voting rights until such time as assessments are paid in full.

(c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

(d) The Association shall upon demand at any time furnish to any Lot Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### 7.8 INSURANCE.

(a) The Association's Board of Director ("Board") or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief 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. Alternatively, the Association may purchase, "all-risk" coverage in the amounts.

(b) The Association 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 in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million dollars (\$1,000,000.00). The association shall be responsible to ensure this policy stays intact once the common areas are conveyed to the Association.

509

BK:1146 PG:510

## 7.9 REPAIR AND RECONSTRUCTION.

(a) Damage to or Destruction of Dwellings on Lots: In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with Community-Wide Standard.

(b) Tree damage on Lot. The Lot Owner shall proceed promptly to remove all damaged or fallen trees or those that have been cut on said Lot. (See Section 3.9 above).

7.10 SALE OF LOTS. Within thirty days after receiving title to a Lot, the purchaser of the Lot shall give the Association written notice of their Ownership of the Lot(s). Upon failure of an Owner to give the required notice within the thirty-day time period provided herein, the Association may levy fines against the Lot and/or home and Owner thereof, and assess the Owner for all costs incurred by the Association in determining their identity.

7.11 SECURITY. The Association may, but shall not be required to, from time to time, provide measures or take action which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenant, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

7.12 ESCROW ACCOUNT. All funds collected are required to be held in an escrow account under these covenants.

7.13 DECLARANT EXEMPTION. Declarant shall forever be exempted from paying any assessment of any kind. This exemption shall not restrict Declarant's right to full use, enjoyment and rights of any other Lot Owner in the subdivision, to include use of Common Property.

## ARTICLE EIGHT

## PROPERTY RIGHTS IN COMMON PROPERTY

8.1 USE OF COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent by the Association, except as specifically provided herein.

510



BK:1146 PG:511

(a) The use of the Common Property shall be governed by the Association. The Association may from time to time promulgate rules governing the use of the Common Property. Rules shall be in writing. Notwithstanding, Declarant reserves the absolute right to grant access to the Common Property to individuals other than Owners, to specifically include but not be limited to: any owners of adjacent properties or subdivisions. Further, should an additional phase of the subdivision be developed by Declarant, Declarant reserves the right to grant access to Common Property to owners in the separate phase. Said reservation of rights is exclusive to Declarant, and its successors and assigns, and granting of such right shall be at Declarant's sole discretion.

(b) Anyone who uses a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Association, the Board, nor the Declarant shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

8.2 EASEMENT OF ENJOYMENT. The rights of access to and from the Common Property shall include the right of the benefitted parties to the use of said Common Property for recreational purposes, use of the subdivision roads, and the right to repair and maintain the same.

(a) Except as provided in 8.2, the benefit of the aforementioned easement right shall be a covenant running with the land and appurtenant to the Ownership of lots within said subdivision, and may not be transferred, assigned or separately conveyed to any person, or entity which does not own title (equitable or legal) to one or more Lots within said subdivision.

8.3 TITLE TO COMMON PROPERTY. The roadways and Common Property shall be conveyed to the Association at any time Declarant desires. However, title shall be conveyed subject to the following covenant which shall be deemed to run with the land and shall be binding upon the Association its successors, and assigns:

(a) In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition. The maintenance and repair of the Common Property shall include, but not be limited to the repair of damage to roadways, walkways, outdoor lighting, fences, decking, stone work, lookout pavilion and landscape maintenance, which is anticipated to be covered by the annual Association assessment described in section 7.4.

(b) This section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Property.

511

EK:1146 PG:512

## ARTICLE NINE

## ENFORCEMENT AND DURATION

9.1 ENFORCEMENT. Should a Lot Owner violate any of the covenants set forth in this Declaration, it shall be lawful for any other Lot Owner or person owning real property in the subdivision or the Association 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.

9.2 AMENDMENT. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration shall run with the land and shall be binding upon all Lot Owners and their heirs, successors and assigns, provided, however, that the Declarant retains the absolute right to amend this Declaration, as it may deem necessary, during the period Declarant is in control of the Association and all such amendments shall be binding upon all Lot Owners. Except as clearly stated in paragraph 9.3 or as otherwise provided in this Declaration, the Association shall have the right to amend these covenants once Declarant no longer controls the Association by approval of the Owners of seventy-five percent of the Lots subject to this Declaration. Provided the land designated as Common Property shall NOT be sold, except roads may be conveyed to the County. Common Property shall not be used for residential or commercial purposes during the duration of these covenants and restrictions. All amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.

9.3 AMENDMENT AFFECTING DECLARANT. No amendment may remove, revoke, affect, or modify any right of the Declarant without the written consent of the Declarant or its assignee.

9.4 DURATION OF COVENANTS AND RESTRICTIONS. These covenants and restrictions shall run with said land and shall be binding upon all portions and all 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 years, unless fifty-one percent of the persons owning parcels or 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. 44-5-0. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty-year renewal period. Every purchaser or grantee of 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.

9.5 BINDING OF HEIRS, ETC. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Property Owners and their respective heirs,

512

EK:1146 PG:513

administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

ARTICLE TEN

RESERVATION OF EASEMENTS

10.1 There is hereby reserved by and unto Declarant, its heirs, successors and assigns, all necessary licenses, rights, privileges, and easements over, under, upon, through and across the Property, including without limitation, (i) use said Property for rights-of-way and easements to erect, install, maintain and use electric and telephone lines, wires, cables, conduits, water mains, pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment and service, cable, television, water or other public/private conveniences or subdivision utilities; (ii) to access the Property for purposes of development and construction; and (iii) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of The Nest at Brannon Ridge Reserve Subdivision. There is also reserved for the Lot Owners the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the Property. All easements, rights-of-way, rights, licenses and privileges herein reserved shall be binding upon the Property and shall inure to the benefit of all lot owners.

10.2 There is hereby reserved by and unto Declarant a 40' non-exclusive perpetual easement for ingress, egress and utilities along the southern boundary of the 'COMMON AREA, 0.15 AC' for the benefit of Declarant's adjoining property being partially shown as N/F Future Development, Tiny South, LLC on the above referenced subdivision plat of survey.

10.3 Notwithstanding, Declarant reserves the absolute right to grant access to the Common Property to individuals other than Owners, to specifically include but not be limited to: any owners of adjacent properties or subdivisions. Further, should an additional phase of the subdivision be developed by Declarant, Declarant reserves the right to grant access to Common Property to owners in the separate phase. Said reservation of rights is exclusive to Declarant, and its successors and assigns, and granting of such right shall be at Declarant's sole discretion.

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513

BK: 1196 EG: 514


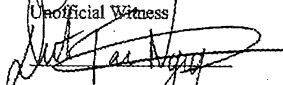
SO EXECUTED this 18 day of April, 2019

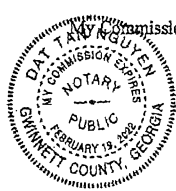
TINY SOUTH, LLC,  
a Georgia limited liability company

BY:   
KIM BUCCIERO, ITS MANAGING MEMBER

Signed, sealed and delivered

in the presence of:

  
Unofficial Witness  
  
Notary Public

Commission Expires: Feb 19 2022  


514