

Return recorded to:
THE LANCE LAW FIRM, PC
57 Sears Way
Blairsville, GA 30512

***Cross-reference with Covenants in Deed Book 991,
Pages 166-184, Union County, Georgia records and
Amendment to Covenants in Deed Book 1003, Pages 362-
364, Union County, Georgia records.*

STATE OF GEORGIA
COUNTY OF UNION

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,
PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING
WITH THE LAND FOR THIRTEEN HUNDRED SUBDIVISION**

The undersigned Declarant, by their presence hereby makes, declares and imposes upon the referenced parts of the property described, the following Second Amendment to Declaration of Covenants, Restrictions Property Owners Association And Limitations Running with the Land for Thirteen Hundred Subdivision, and by their signature below as allowed, provided for and pursuant to the Declaration section Duration and Amendment, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in Land Lots 281, 282, 283, 294, 295 and 296, 9th District, 1st Section, Union County, Georgia, and being Lots 1-103, as shown on the Final Plat for Thirteen Hundred (1300), Phase 1, by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 11/05/14 and being recorded in Plat Book 66, Pages 283-286, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 294, 9th District, 1st Section, Union County, Georgia and being Lot 103 (Tract A) containing 6.26 acres, more or less, and Tract B containing 0.25 acres, more or less, as shown on a survey for RD Acquisitions, LLC, by Blue Ridge Mountain Surveying, Inc. dated 11/08/14, and being recorded in Plat Book 66, Page 287, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 282, 9th District, 1st Section, Union County, Georgia, and being Lots 105-107 Thirteen Hundred (1300) Subdivision, as shown on the Survey for RD Acquisitions, LLC, by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 11/20/14 and being recorded in Plat Book 66, Pages 294, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 283, 284, 293 and 294, 9th District, 1st Section, Union County, Georgia, and being Lots 99 & 104, Thirteen Hundred (1300) Subdivision, as shown on the Survey for RD Acquisitions, LLC, by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 03/25/2015 and being recorded in Plat Book 67, Pages 105, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 282 and 283, 9th District, 1st Section, Union County, Georgia, and being Lots 108-140, as shown on the Final Plat for The Stables at Thirteen Hundred (1300), by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 03/25/2015 and being recorded in Plat Book 68, Pages 38-40, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 248, 249, 257 and 284, 9th District, 1st Section, Union County, Georgia, and being Lots 200-293, as shown on the Final Plat for The Cove at Thirteen Hundred (1300), by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 06/01/2015 and being recorded in Plat Book 68, Pages 60-67, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 257 and 284, 9th District, 1st Section, Union County, Georgia, and being Lots 294 & 295 of The Cove at Thirteen Hundred (1300) Subdivision, as shown on the Survey for GA Homestead, LLC, by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 06/04/2015 and being recorded in Plat Book 67, Page 124, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 282, 9th District, 1st Section, Union County, Georgia, and being Tract B containing 9.00 acres, more or less, of The Stables at Thirteen Hundred (1300) Subdivision, as shown on the Survey for GA Homestead, LLC, by Blue Ridge Mountain Surveying, Inc., RS No. 3007, dated 06/01/2015 and being recorded in Plat Book 68, Pages 59, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

The undersigned Declarant agrees to amend the Restrictions as follows:

- (1) Article One Definitions in the Declaration Covenants recorded in Deed Book 991, pages 166-182, Union County records, shall be amended to include the addition of Article Definitions numbered and entitled 1.15 THE COVE said Article use Definitions shall read as follows:

1.15 THE COVE shall refer to Lots 200 through 294.

(2) Article Three Use Restrictions in the Declaration of Covenants recorded in Deed Book 991, pages 166-182, Union County records, shall be amended to include the addition of the following:

3.30 DOCKS. Owners of property with lake access that intend to place a dock on said property shall submit dock permits for approval to the Tennessee Valley Authority (TVA).

3.31 COMMON DOCKS. The community dock, boat slips, boat ramp and pavilion shall be located in the lakeside common area by Lot 225.

(3) Article Four Building Requirements numbered and entitled 4.1 (a) Dwelling Size in the Declaration of Covenants recorded in Deed Book 991, pages 166-182, Union County records and Article Four Building Requirements numbered and entitled 4.1 (a) Dwelling Size in the Amendment to Declaration of Covenants recorded in Deed Book 1003, pages 562-564, Union County records, shall be deleted in their entirety and said 4.1 (a) Dwelling Size shall read as follows:

(a) Dwelling Size.

1. The minimum size home construction in The Overlook shall consist of no less than 1,800 square feet of heated floor space for single story dwellings. The square footage will exclude porches, garages and unfinished basements. The minimum footprint shall be no less than 1,600 square feet for multi-level structures, and shall not include garages, terraces or porches. Square footage measurements shall be taken from the outside exterior walls of dwellings. Each dwelling in The Overlook must have a minimum two (2) car attached or detached garage. Garage doors must be constructed of high quality materials and carriage doors are recommended. No front loading garages will be permitted without prior approval of the ARC. At no time shall a front loading garage be permitted unless extreme topography warrants such a variance. Homes in the Overlook are to reflect the so-called "Craftsman" architectural style. In addition to all regulations required in Article 4.3, all plans for homes to be constructed in The Overlook must be approved as meeting the "Craftsman" style requirement by the Declarant for so long as Declarant maintains control and authority pursuant to the Covenants and Restrictions. Once authority passes to the Association and/or ARC, said additional "Craftsman" style requirement shall be approved by such governing authority prior to construction.
2. The minimum size home construction in The Ridge shall consist of no less than 1,600 square feet of heated floor space for single story dwellings. The square footage will exclude porches, garages and unfinished basements. The minimum footprint shall be no less than 1,400 square feet for multi-level structures, and shall not include garages, terraces or porches. Square footage measurements shall be taken from the outside exterior walls of dwellings.
3. The minimum size home construction in The Stables shall consist of no less than 1,400 square feet of heated floor space for single story dwellings. The square footage will exclude porches, garages and unfinished basements. The minimum footprint shall be no less than 1,200 square feet for multi-level structures, and shall not include garages, terraces or porches. Square footage measurements shall be taken from the outside exterior walls of dwellings.

4. The minimum size home construction of Lots 201-225 of The Cove shall consist of no less than 1,800 square feet of heated floor space for single story dwellings. The square footage will exclude porches, garages and unfinished basements. The minimum footprint shall be no less than 1,600 square feet for multi-level structures, and shall not include garages, terraces or porches. Square footage measurements shall be taken from the outside exterior walls of dwellings. Each dwelling must have a minimum two (2) car attached or detached garage. Garage doors must be constructed of high quality materials and carriage doors are recommended. No front loading garages will be permitted without prior approval of the ARC. At no time shall a front loading garage be permitted unless extreme topography warrants such a variance.
 5. The minimum size home construction for Lot 200 & Lots 226-294 of The Cove shall consist of no less than 1,400 square feet of heated floor space for single story dwellings. The square footage will exclude porches, garages and unfinished basements. The minimum footprint shall be no less than 1,200 square feet for multi-level structures, and shall not include garages, terraces or porches. Square footage measurements shall be taken from the outside exterior walls of dwellings.
 6. Declarant reserves the right to provide variances to provisions stated above in Article 4.1 (a) (1), (2), (3), (4) and/or (5) as might be deemed necessary and allowable by law for up to five years from the date of these covenants provided Declarant still owns a Lot in this subdivision or until Declarant turns this authority over to the Association at an earlier time, at Declarant's sole discretion. Once Declarant turns this authority over to the Association, or otherwise no longer has the authority to grant a variance under this paragraph, the Association shall have the right to provide variances to this provision as might be deemed necessary and allowable by law.
- (4) Article Eight Use Of Common Property in the Declaration Covenants recorded in Deed Book 991, pages 166-182, Union County records, shall be amended to include the addition of the following:
- (d) The Lodge and Pool shall be used by Property Owners and their guest only and shall be opened between the hours of 10:00am and 10:00pm. The Declarant, at his discretion, shall implement 'Standard Use' guidelines to follow while occupying this area. At no time may the Lodge or Pool be reserved and occupied for private events without the prior written consent of the Declarant or Association.
1. Property Owners and their guest shall use this area at their own risk. No lifeguard shall monitor the pool.
 2. The kitchen/bar area shall be closed and locked by 10:00pm.
 3. Property Owners and their guests shall be responsible for 'cleaning up' and throwing out their own trash upon use.
 4. No loud or obnoxious music shall be played at any time.
 5. Owners will be limited to two (2) guests if the lodge and pool area are fully occupied.
 6. The pool will be winterized and closed during the winter and will reopen in the spring.
- (e) The Lakeside Park, consisting of multiple sitting areas, grilling stations, pavilion,

sundeck, swim platform, boat ramp, docks, etc., shall only be used by Property Owners and their guests. No section of the Lakeside Park may be reserved without prior, written permission from the Declarant or Association.

- (f) The community dock shall be used on a temporary basis. Lot Owners may leave their boat tendered in slip at the dock for overnight purposes if space is available, and is intended for use by those Lots that cannot have a private dock. The Declarant or Association may create a standard use protocol for use of the dock slips, to be implemented and observed by all Lot Owners, if all the slips are consistently occupied.
- (g) At no time may a boat occupy a boat slip for more than twenty four (24) hours.
- (h) At no time may a boat occupy a slip unless the boat is owned by a Property Owner or the Declarant.
- (i) No boats or personal watercrafts shall be tendered to the swim platform at any time.
- (j) No boats or boat trailers may be parked in the parking area unless an unoccupied boat trailer parking spot is available. Boat trailer parking in this area is limited. At no time may a boat or trailer be parked there overnight.
- (k) The Equestrian and Barn common area located between Lots 51 and 52, shall be used by Property Owners only. This area is intended to allow Property Owners to leave their horse for short periods of time. The Declarant or Association may create a standard use protocol, to be implemented and observed by all Property Owners, if the equestrian area becomes fully occupied.
 - 1. Property Owners are required to 'clean up' the barn and equestrian area, as needed, after use.
- (l) The common areas shall not be occupied for overnight stays.
- (m) Declarant or the Association may temporarily close the common areas for construction improvements and maintenance.

Except as amended herein, all the provisions of the Declaration as set out in the aforementioned restrictions, and any amendments thereto, are hereby incorporated by reference as if the same were set out in full.

In witness whereof, the owners hereby set their hands and seals this, the 12th day of June, 2015.

Lynne Stokeland RD ACQUISITIONS, LLC, Declarant
Witness By: Scott Rye, Member

Amy S. Rahn
Notary Public
My Commission Expires: Sept. 30, 2017
NOTARY PUBLIC
TOWNS COUNTY, GA
Accepted, approved and consented to this 5th day of June, 2015.

Lynne Stokeland GA HOMESTEAD, LLC
Witness By: Scott Rye, Manager

Amy S. Rahn
Notary Public
My Commission Expires: Sept. 30, 2017
NOTARY PUBLIC
TOWNS COUNTY, GA
UNION COUNTY, GEORGIA
FILED & RECORDED June 17
20 15 AT 1:50 P.M.
RECORDED IN BOOK 1009 PAGE 60-64
Judith L. Odum
SUPERIOR COURT CLERK