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Holly Henry-Perry, Clerk
Rabun County, GA

Return recorded to:
PATTON & LANCE LAW FIRM, LLC
57 Sears Way
Blairsville, GA 30512

***Cross-reference with Covenants recorded in
Deed Book O31, Pages 622-628, and Book E35,
Pages 459-461, Rabun County, Georgia records.*

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
AND FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR BLACK ROCK ESTATES SUBDIVISION**

The undersigned Declarant, by their presence hereby makes, declares and imposes upon the referenced parts of the property described, the following Amendment to Declaration of Covenants and Restrictions for Black Rock Estates, 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 38 & 39, of the Second Land District, Rabun County, Georgia, as more fully described on the attached Exhibit "A", which description is incorporated herein by reference and made a part hereof.

The undersigned parties agree to amend the Covenants and Restrictions as follows:

- (1) Paragraph 1 of the Declaration of the Covenants and Restrictions recorded in Deed Book O31, pages 622-628, Rabun County records shall be deleted in its entirety and amended as follows:

1. Membership in Blackrock Property Owners Association, Inc. is automatic upon the vesting of title in the individual lot or tract owners. The Association shall govern itself in accordance with its Bylaws and the General Statutes of the State of Georgia, and this subdivision and these covenants shall be subject to the Georgia Property Owners Association Act (OCGA §44-3-220 et seq.). The non-profit association shall be known as the Blackrock Property Owners Association, Inc. (hereinafter "Property Owners Association"). Each parcel or Lot shall enjoy one (1) vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly. The Declarant and its successors are all members of the Association until all lots are sold. The Association, acting through its Board of Directors shall have the rights and authority as set forth in the Declaration and in the By-Laws, to be adopted by the Declarant or the Association as set forth herein.

- (2) Paragraph 2 of the Declaration of the Covenants and Restrictions recorded in Deed Book O31, pages 622-628, Rabun County records shall be amended only as follows:

2. All tracts shall be residential and no residence shall be constructed thereon of less than 1400 square feet of heated living area. An additional guest house of not less than 1,000 square feet will be allowed on any Lot.

Paragraph 2 shall be further amended to include:

Notwithstanding anything elsewhere herein, camping by a property owner, the owners family and guests, shall be allowed on the owner's lot or tract for a maximum period of seven (7) days once in a thirty (30) day period and so long as professional camping equipment is used.

All other provisions of Paragraph 2 shall remain the same and be of full force and effect.

- (3) Paragraph 1 of the First Amendment to Declaration of Restrictions and Covenants recorded in Deed Book E35, pages 459-461, Rabun County records shall be deleted in its entirety and the original paragraph 11 shall revert to the original language as follows:

11. All residences or other structures shall be set-back from platted roads a minimum of 20 feet or no closer than 15 feet to any side lot line unless permitted by the Developer for usual terrain or obstructions beyond the owner's reasonable control or convenience.

- (4) Paragraph 2 of the First Amendment to Declaration of Restrictions and Covenants recorded in Deed Book E35, pages 459-461, Rabun County records shall be deleted in its entirety. No initial road maintenance fee shall be charged.

- (5) Paragraph 25 of the Declaration of the Covenants and Restrictions recorded in Deed Book O31, pages 622-628, Rabun County records shall be deleted in its entirety and amended as follows:

25. The Developer/Declarant herein is Blackrock Partners/LLC who reserves the right to make amendments to the Declaration of Covenants and Restrictions and any amendments thereto, up until the last lot is sold by Declarant.

- (6) The following paragraphs shall be added to the Declaration of Covenants and Restrictions recorded in Deed Book O31, pages 622-628, Rabun County records as follows:

26. A Water Hookup Fee in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid at the time construction begins and payable to Blackrock Partners, LLC, their successors and/or assigns.

27. No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Declarant reserves the right to erect entrance signs and remove any signs on future event sale dates.

28. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or other building of a similar

nature shall be used as a residence on any Lot, either temporarily or permanently; provided, however, that this Section shall not prohibit modular homes. This restriction shall not prohibit sales or construction trailer which may be used by Declarant or its agents in the conduct of development and sale of Lots or by builders in the construction of homes thereon. One outbuilding and one detached garage shall be allowed per Lot, subject to approval by the Architectural Review Board.

29. ASSESSMENTS. The initial assessments shall be \$500.00 per lot per year, except no assessment is due on any Lot owned by Declarant until Declarant sells said Lot.

(a) The Owners, including Declarant, of each parcel or 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 deemed to covenant and agree to pay the Association annual assessments and special assessments subject to the terms of this paragraph. Any expenses incurred by the Association to enforce the covenants, restrictions and limitations described herein, or as amended, against an Owner(s) shall immediately accrue as an assessment to said Owner(s) in question. These additional accrued assessments may include, but are not limited to, any expenses incurred by the Association as a result of an Owner's failure to adequately maintain their Lot as required herein such as landscaping, mowing or weed eating.

(b) Declarant and later the Association shall keep this money in an escrow account, and keep an accurate accounting of how this money was used. Any money in this escrow account upon Declarant relinquishing this responsibility to the Association shall be turned over to the Association.

(c) The annual and special assessments, together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall also pass to his successors in title, provided the Association has caused a claim of lien to be recorded in the Public Records of Rabun County giving notice to all persons that the Association is asserting a claim of lien upon the parcel or Lot prior to the conveyance of title to the parcel or Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a residence shall be required to pay a reasonable rental for the residence and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same.

30. DELINQUENT ASSESSMENTS. If the annual or special assessments, or assessments for maintenance of limited common area, are not paid on or before fifteen (15) 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 assigns. If the Association files a claim, of lien on the public records of Rabun County, against any parcel or Lot, a Seventy-Five Dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created.

(a) If the annual assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or the maximum allowed by law, whichever is less. 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 fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought.

(b) In addition, if the annual assessment is not paid within thirty (30) days after the date when due, then the Owner shall lose right to use of the Common Property (excluding subdivision roads) 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 shall be due for 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.

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

In witness whereof, the Declarants hereby set their hands and seals this, the 8 day of August, 2013.

BLACKROCK PARTNERS, LLC
BLACKCHAT, LLC - Member
a North Carolina limited liability company
Tartan Capital, Inc. - Manager

By: JOHN J. SNOW, Director of
Tartan Capital, Inc.

(SEAL)

Witness

Notary Public

My Commission Expires: _____



EXHIBIT "A"

Tract 1

All that tract or parcel of land lying and being in Land Lot 38 of the Second Land District, Rabun County, Georgia, and consisting of 40.14 acres shown on plat of survey dated Dec. 6, 2006, prepared by William F. Rolander, Georgia Registered Land Surveyor No. 2042, said plat recorded in Plat Book 58, Page 236, Rabun County plat records. Said plat and record of the same being incorporated herein by reference for a more full and complete description of the property herein conveyed.

Said property is conveyed subject to rights of others to obtain water from the "Spring Tract" shown on the above referenced plat, including the right to access for maintenance and upkeep of necessary water lines and reservoirs as set out in Easement dated March 12, 1991, recorded in Deed Book A-13, Page 355 Rabun County deed records.

Also conveyed and subject to are the rights, privileges and obligations of that certain Joint Road Use Agreement and Easement and Road Maintenance Agreement dated March 22, 1991 between C. David Bauman, et al and Blanche Hamby, recorded in Deed Book A-13, Page 360, Rabun County deed records, the same being incorporated herein by reference.

Also conveyed are any other roads and easements appurtenant to subject property.

Said property is conveyed subject to certain covenants and restrictions imposed by Black Rock Estates, LLC Subdivision, the same being recorded on the Rabun County deed records, and any amendments thereto being incorporated herein by reference.

Further, the above-described 40.14 acre tract is conveyed with those rights and subject to those obligations more particularly described in that certain Joint Easement and License Agreement dated June 20, 2007 and recorded in Deed Book J32, Page 256, Clerk's office, Rabun Superior Court.

Tract 2

All that tract or parcel of land lying and being in Land Lots 38 & 39 of the Second Land District, Rabun County, Georgia, and consisting of 127.48 acres as shown on a plat of survey dated November 15, 2006, prepared by William F. Rolander, Georgia Registered Land Surveyor No. 2042, said plat being recorded in Plat Book 58, Page 50, Rabun County plat records. Said plat and record of the same being incorporated herein by reference for a more full and complete description of the property herein conveyed.

Less and except the following described lots of the Black Rock Estates Subdivision, to wit: Lots 8, 11, 17, 19, 20 and 22, said lots shown on plat of survey dated November 15, 2006, recorded in Plat Book 58, Page 151; Lot 3 recorded in Plat Book 60, Page 98; Lot 4 recorded in Plat Book 60, Page 74; Lot 5A recorded in Plat Book 59, Page 245; Lot 17A recorded in Plat Book 60, Page 99; Lot 17B recorded in Plat Book 60, Page 77; and Lot 5 recorded in Plat Book 60, Page 336, Rabun County Plat records.

The above-described property is conveyed subject to an easement reservation retained by David A. Schofield, his successors and assigns, as set out in a Warranty Deed from David A. Schofield to Black Rock Estates, LLC herein or as otherwise provided in an Easement Agreement between David A. Schofield and Grantors herein.

Said property is conveyed subject to certain covenants and restrictions imposed by the Black Rock Estates, LLC Subdivision, the same being recorded on the Rabun County deed records, and any amendments thereto being incorporated herein by reference.

Tract 3

All that tract or parcel of land lying and being in Land Lots 18, 19, and 39 of the Second Land District, Rabun County, Georgia, and consisting of 14.95 acres, as shown on plat of survey dated

March 6, 2006, prepared by William F. Rolander, Georgia Registered Land Surveyor No. 2042, said plat being recorded in Plat Book 56, Page 230, Rabun County plat records. Said plat and record of the same being incorporated herein by reference for a more full and complete description of the property herein conveyed.

Also there is excerpted from Parcel Three portions of the tracts shown on the following recorded plats: Plat Book 60, Page 336; Plat Book 60, Page 74; and Plat Book 59, Page 245.

Said property is conveyed subject to certain covenants and restrictions imposed by the Black Rock Estates, LLC Subdivision, the same being recorded in the Rabun County deed records, and any amendments thereto being incorporated herein by reference.

Tract 4

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District, Rabun County, Georgia, and being identified as Lot 4, consisting of 3.00 acres, on plat of survey dated June 12, 2009, prepared by William F. Rolander, Georgia Licensed Land Surveyor No. 2042, said plat being recorded in Plat Book 60, Page 74, Rabun County plat records. Said plat and record of the same being incorporated herein for a more full and complete description of the property herein conveyed.

Said property is conveyed subject to all easements, reservations, rights of others and certain covenants and restrictions imposed by the Black Rock Estates, LLC Subdivision, the same being recorded on the Rabun County deed records and any amendments thereto being incorporated herein by reference, a copy of said covenants being recorded in Deed Book O-31, Pages 624-628, aforesaid records, the same being incorporated herein by reference.

Tract 5

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District of Rabun County, Georgia, and being identified as Lot 17A, consisting of 3.00 acres, on plat of survey dated January 20, 2009, prepared by William F. Rolander, Georgia Registered Land Surveyor No. 2042, said plat being recorded in Plat Book 60, Page 99, Rabun County plat records. Said plat and record of the same being incorporated herein for a more full and complete description of the property herein conveyed.

Said property is conveyed subject to all easements, restrictions, rights of others and certain covenants imposed by the Black Rock Estates Subdivision, LLC, the same being recorded in the Rabun County deed records, and any amendments thereto being incorporated herein by reference, a copy of said covenants being recorded in Deed Book O-31, Pages 624-628, aforesaid records, the same being incorporated herein by reference.

Tract 6

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District of Rabun County, Georgia, and being identified as Lot 17B, consisting of 3.00 acres, on plat of survey dated January 20, 2009, prepared by William F. Rolander, Georgia Registered Land Surveyor No. 2042, said plat being recorded in Plat Book 60, Page 77, Rabun County plat records. Said plat and record of the same being incorporated herein for a more full and complete description of the property herein conveyed.

Said property is conveyed subject to all easements, restrictions, rights of others and certain covenants imposed by the Black Rock Estates Subdivision, LLC, the same being recorded in the Rabun County deed records, and any amendments thereto being incorporated herein by reference, a copy of said covenants being recorded in Deed Book O-31, Pages 624-628, aforesaid records, the same being incorporated herein by reference.