

RETURN DOCUMENT TO:
R. BRUCE RUSSELL, SR.
ATTORNEY AT LAW
P.O. BOX 1202
CLAYTON, GA 30525

FILED & RECORDED
DATE: 7/7/2009
TIME: 12:45 PM
BOOK: E35
PAGE: 459-461
Holly Henry-Perry, Clerk
Rabun County, GA

GEORGIA
RABUN COUNTY

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

WHEREAS, the undersigned Developer/Declarant published certain restrictions and covenants for Black Rock Estates Subdivision in Rabun County, Georgia; and

WHEREAS, Developer/Declarant is desirous of amending said restrictions and covenants.

NOW, THEREFORE the undersigned Developer/Declarant hereby amends its Declaration of Restrictions and Covenants for all properties sold subsequent to the date of this amendment, as follows:

-1-

Paragraph #11 of the original restrictions and covenants shall be amended to increase the distance from a platted road for any residential structure from the minimum of 20 feet to a minimum of 50 feet. Paragraph #11 of said original restrictions and covenants shall also be amended to

increase the distance from 15 feet to 50 feet from any side lot unless permitted by the Developer/Declarant for unusual terrain or obstructions beyond the owner's reasonable control or convenience. All provisions of said paragraph #11 of the original restrictions and covenants shall remain the same and be of full force and effect.

-2-

Paragraph #23 of said restrictions and covenants shall be amended to increase the initial road maintenance fee to \$1500.00 upon purchase of any lot, and \$500.00 per year thereafter until amended. Said fees shall be paid to the Black Rock Estates Property Owners Assoc., Inc. The initial road maintenance fee and other maintenance assessments established for said subdivision shall constitute a lien on the property of an owner as more fully established in O.C.G.A. § 44-3-232, and the Association is authorized to charge a delinquent charge provided in Paragraph B(1) of said Code Section and to exercise any and other lien rights described therein.

Declarant may waive the payment of any initial maintenance fee and defer other fees provided any waiver or deferment shall be in writing signed by Declarant. All other provisions of said paragraph #23 shall remain the same and be of full force and effect.

-3-

The cutting of mature trees or the removal of any growing timber, other than common underbrush shall be subject to review by the

Architectural Review Committee and no lot owner shall remove any mature tree or timber without written authorization of the Architectural Review Committee. No chain link fences, wire fences or privacy fences over five (5) feet high shall be built upon the property and all fences shall be subject to review by the Architectural Review Committee, which shall be governed by provisions of paragraph #2 of the original Declaration of Restrictions and Covenants for Black Rock Estates Subdivision.

THIS DECLARATION is a modification and amendment to those certain restrictions and covenants for Black Rock Estates Subdivision dated January 26, 2007 and shall apply to all properties conveyed subsequent to the date of this declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 25th day of June 2009.

Signed, sealed and delivered
in the presence of:

Black Rock Estates, LLC

Witness

Ray L. Bell, Manager/Member

L.S.

Notary Public

Frederick M. Brown, Jr., Manager/Member

L.S.

Commission Expires: 11/28/2009

