



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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Filed: 09/27/2007 at 01:18:00 PM
Fee Amt: \$22.00 Page 1 of 7
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 811 PD 815-821

CROSS REFERENCE
Deed Book 759, Pages 545-551
Deed Book 811, Pages 254-260

RETURN RECORDED DOCUMENT TO:

(Recording Information)

Lynn Dillard Doss
Doss & Associates
Attorneys Law
Post Office Box 1277
710 West First Street
Blue Ridge, Georgia 30513

CORRECTIVE

ROAD EASEMENT AND MAINTENANCE AGREEMENT, WATER AGREEMENT,

PROPERTY OWNERS ASSOCIATION AND RESTRICTIVE COVENANTS FOR

SHALOM COURTYARD

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR SHALOM COURTYARD SUBDIVISION is made this the 18th day of September, 2007, by the undersigned, **WALDEN HOMES AND LAND, LLC**, (hereafter referred to collectively as "Developer").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot Nos. 67, 78 & 79 and being more particularly described as Shalom Courtyard, containing 99.87 acres of land, as shown on those surveys and plats dated the 26th day of July, 2006 as prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575. Said plats are recorded in Plat Hanger D-373 Pages 3-8, and in Plat Hanger D-374, Pages 1-4, in the Office of the Clerk of the Superior Court for Fannin County, Georgia. Said recorded plats are hereby made a part of this deed by reference thereto for a more complete description of the above described property.

The above described property is conveyed subject to all easements and rights of way as set forth on said recorded plat or as otherwise appearing of record.

The above described property is a portion of that property that was conveyed from Gilbert Family Limited Partnership as to a 98% interest and Warren E. Gilbert, Sr. as to a 2 % interest by Warranty Deed dated the 17th day of June, 2005. Said deed is recorded in Deed Book 658, Pages 229-230, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

The Developer reserves the right to divide the subject property into lots. All property and specifically including all lots shall be subject to the within declaration and restrictions.

1. **LAND USE AND BUILDING TYPE:** No lot will be used for any other purpose than for residential use. No building will be erected, altered, placed or permitted on any lot other than 1 detached family dwelling. A garage will also be permitted. No duplexes, condominium or multi-unit building shall be located on any of said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type other than Home School which is exempt and Rentals are exempt. However, on rentals, owners must provide to all renters the rules of the Property Owners Association and the covenants of the Subdivision.
2. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, trailer, lean-to, shack, garage, barn or other outbuilding will be used on lot at any time as a residence, either temporarily or permanently.
3. **MOBILE HOME OR MANUFACTURED HOME:** No mobile home or manufactured home of any type will be used or located on any lot at anytime as a residence either temporarily or permanently.
4. **ARCHITECTURAL CONTROL:** Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of houses erected on said lots and must be stuccoed, rocked or bricked.
5. **NUISANCES:** No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal trade, calling, or transaction will be done, carried on, suffered or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk (including old vehicles and discarded appliances), trash and garbage. No noxious or offensive activity, which emits an offensive odor, shall be suffered or permitted upon any lot.
6. **RESTRICTIONS ON MOTORIZED VEHICLES:** The use of trail bikes, motorcycles, three-wheelers, dune buggies or any similar type vehicle, if used, shall be used in such a manner as to create no disturbance to any other person on said property and shall not be used in any manner which will constitute an offensive activity or obnoxious or offensive noise.
7. **EASEMENTS:** Easements for the installation and maintenance of utilities, including electric power lines, are hereby reserved, whereby a power line with all essential clearing, may be installed along the roads and road right of ways and lot lines which traverse any lots in the property encumbered by these protective covenants.
8. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS:** Any and all building and construction on any of the lots which are the subject of these protective covenants shall be done consistent with, in all respects, any and all Federal, State and County governmental laws, rules, regulations and ordinances regulating said building and construction, including the installation of a septic tank system and water supply.

FURTHERMORE, the Developer hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns. The Developer hereby also declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to previously recorded covenants and made part of these covenants.

1. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time except in home work or work from home.

2. The exterior of all structures to be constructed on any of said lots shall be completed within six (6) months from the date that construction begins. All exterior finishes to be of a nature to blend with the environment and overall design scheme of the Developer. The design scheme of the Developer being an integral part of the Development and contributing to its overall appeal.
3. All residences must contain a minimum of 1300 square feet of heated living space.
4. Drawings or design plans for all residences to be constructed on the subject lots to be approved by the developer or its designee prior to the commencement of any construction.
5. Campers or camping shall not be permitted on any lot.
6. No dwelling constructed on the above-referenced property shall contain less than 1300 square feet of finished heated area, excluding porches, decks, garages, and basements. All external surfaces shall be covered with materials that blend with surroundings such as wood, log siding, log or stone. No vinyl siding.
7. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
8. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Dogs that are generally deemed to be vicious, such as pit bulls, Rotweillers, Dobermans, and similar such breeds are specifically prohibited.
10. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
11. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
12. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefore, which must be at least five (5) feet from any Lot line.
13. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light there from is directed to fall only on the same premises where light sources are located.
14. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked-up permanently.
15. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a

professionally prepared sign for identification purposes; and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.

16. No outbuildings shall be permitted.
17. No lot shall be subdivided by any owner subsequent to the initial sale of the same by the Developer unless clearly stated in closing documents at closing. The integrity of the lot sizes is an essential element of this development.
18. Developer herein reserves the right to grant to the appropriate entities and/or owner of the above-referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.
17. Amenities must be used and maintained with the utmost character and integrity. There are no drugs, alcohol, offensive language or music permitted in any common areas.
18. Grounds maintenance – the areas around each residence or each vacant lot, must be kept in a neat well maintained manner. Large tree should not be planted in a manner that would obstruct existing views of adjacent lots.
19. All lots that are assigned an alphabetical designation are subject to the restrictions of the Toccoa River Mountain Protection Act and are further encumbered by the restrictions that will be stated on any development plat. Likewise, said lots bearing an alphabetical designation are restricted to recreational use only. Said lots are not public lots, but rather are the private property of the either the Developer or its designee pursuant to deed. There shall be no septic tanks or drain field lines placed on any of the lots bearing an alphabetical designation. No permanent structures of any type shall be allowed on said lots. All such lots are subject to the set backs of the Fannin County Land Development Ordinance.
20. All Common Areas and roads shall be maintained by the Shalom Courtyard Homeowner's Association.

It is the intent to maintain a wholesome family atmosphere for this subdivision and it's common areas.

ROAD MAINTENANCE AND AMENITIES ASSESSMENTS

Personal Obligation of Assessments; Claim of Lien: All purchasers of Lots within Shalom Courtyard by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance and amenities within said development (including all roads shown on the above-described survey); and (2) special assessments for emergency repairs to said roads and/ or amenities within said development these assessments to be established as follows:

1. For annual assessments for regular road maintenance and any amenities such as a pavilion, a pool or other common areas. The cost of any future common areas and amenities will be the responsibilities of the Property Owners Association. Each new owner shall pay a yearly fee for use and for regular road and amenities maintenance (to begin at \$500.00 per year per lot owned to be prorated for the remainder of the year at the closing of the initial sale of the lots). This amount shall be paid on or before January 1 of the year of the assessment. Any amount not paid by January 10-will incur a 10% late charges and will become a lien on the property at the interest rate of Prime plus 3% as published in the Wall Street Journal, prime re-computed on a quarterly basis (for the upcoming three months).

2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road and/ or amenities shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).
3. For owners with multiple lots that have the sole purpose of having a single residence, the assessment will be on no more than 2 lots.

The annual and special assessments, together with interest and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the 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 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in the development. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property. During the period of ownership of any lots by Developer, no assessments or fees shall apply to Developer and/or its lands.

RESERVATION BY DEVELOPER OF ROAD EASEMENT

The Developer hereby reserves unto its self, its successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations; (4) the right and easement of ingress and egress for purposes of development and construction; and (5) 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 ; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. Developer also reserves 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. Finally, the Developer reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Developer until conveyance of all lots in Shalom Courtyard has occurred and Developer has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of the Superior Courts for Fannin County.

It is the express intent of Developer to grant an easement along the road system within the boundaries of the afore-mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within. It is the express intent of Developer to reserve for Developer, Developer's heirs, and Developer's assigns, an easement for ingress and egress along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Developer, which might fail to expressly grant or reserve such an easement.

WATER SERVICE

All lots in this development will be serviced by public water via the City of McCaysville, Georgia. Each lot owner shall be responsible for requesting water from the City of McCaysville, paying any tap on fee, and paying all user fees.

PROPERTY OWNERS ASSOCIATION

All lot owners become members of the SHALOM COURTYARD Homeowners Association at time of closing. Said association shall be incorporated by the Developer. There shall be one vote per lot. In the event of joint ownership of a lot, the vote may be exercised by only one of such joint owners. The Developer and its successors are all members of the Association until all Lots are sold.

Into this association it is hereby quitclaimed, transferred and conveyed all roadways, common areas, and any common amenities and utilities as shown on said recorded plat.

An Association meeting shall be called and convened each year on the first Saturday in June, commencing June 2007. The specific location and time of meeting is to be established by the Board of Directors and supplied to the members by notice. The meeting date may be changed by the Board of Directors of the Home Owner's Association pursuant to the By-Laws. The Developer, or its managing member, will preside as the temporary chairman at the first Association meeting until a Board of Directors is elected. Written notice of any meeting called shall be sent to all Association members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the meeting the presence of members either in person or by proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. All notices shall be sent to the address of the owner as maintained and set forth on the tax records of Fannin County, Georgia, unless notice, in writing, has been supplied to the Developer.

ASSESSMENTS: The Developer, for each Lot owned within the Property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the association annual assessments and special assessments.

The annual 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 not pass to his successors in title unless expressly assumed by them.

ASSESSMENT PURPOSE: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area (if any is shown on the recorded development plat), and of the homes situated upon the Properties. The assessments shall also be used to pay for liability insurance and taxes on roadways and common areas.

FEES INCURRED: All costs and expenses incurred by such a party in exercising its cure rights under the Agreement, including, without limitation, reasonable attorneys' fees, shall be paid to the incurring party by the defaulting party upon demand. In the event such costs and expenses incurred are not reimbursed within forty-five (45) days of the demand for payment of same, such costs and expenses shall bear interest at the rate of the lesser of the maximum amount permitted by application law or twelve (12%) percent per annum from the date of such demand.

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 assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall

relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The Owner's Association shall have the right from time to time to amend these restrictions and covenants by a vote of two thirds of the lot owners. Any such amendments shall be recorded on the Deed Records of Fannin County and cross referenced to the within document.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from after the date when this declaration is filed for record with the Clerk of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court for Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

For so long as Developer retains ownership of one or more lots in said subdivision, Developer shall have the right, in their sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

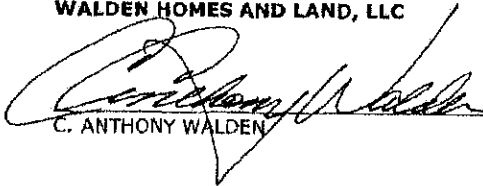
Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.

Binding Effect - This declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

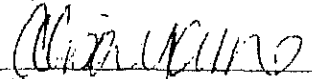

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE PROPERTY DESCRIPTION OF THE ORIGINAL RECORDED IN DEED BOOK 759, PAGES 545-551, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FANNIN COUNTY, GEORGIA.

WALDEN HOMES AND LAND, LLC


C. ANTHONY WALDEN SEAL

Signed, sealed and delivered in the presence of


Witness

Notary





Doc ID: 000609960001 Type: GLA
 Filed: 12/21/2007 at 09:00:00 AM
 Fee Amt: \$10.00 Page 1 of 1
 Fannin Co. Clerk of Superior Court
 DANA CHASTAIN Clerk of Courts

BK 824 PG 27

CROSS REFERENCE
Deed Book 759, Pages 545-551
Deed Book 811, Pages 254-260

RETURN RECORDED DOCUMENT TO: (Recording Information)

Lynn Dillard Doss
 Doss & Associates
 Attorneys Law
 Post Office Box 1277
 710 West First Street
 Blue Ridge, Georgia 30513

AMENDMENT TO

ROAD EASEMENT AND MAINTENANCE AGREEMENT, WATER AGREEMENT,

PROPERTY OWNERS ASSOCIATION AND RESTRICTIVE COVENANTS FOR

SHALOM COURTYARD

This AMENDMENT TO THE ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR SHALOM COURTYARD SUBDIVISION is made this the 10th day of December, 2007, by the undersigned, **WALDEN HOMES AND LAND, LLC**, (hereafter referred to collectively as "Developer").

WITNESSETH:

WHEREAS, Developer desires to amend the Road Easement and Maintenance Agreement, Water Agreement, Property Owner's Association and Restrictive Covenants for Shalom Courtyard; and

WHEREAS, the Developer desires to amend ONLY the following portion of said Road Easement and Maintenance Agreement, Water Agreement, Property Owner's Association and Restrictive Covenants for Shalom Courtyard as follows:

ROAD MAINTENANCE AND AMENITIES ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: Section 1: At such time as a lot is sold by the Developer or at such time as the first sale of any lot from a builder, the following assessments shall become effective and shall be in effect until a revision to the same is made by the Declarant or the Association.

Use and regular Road and Amenities Maintenance Fee: \$250.00 per year, per lot. This amount shall be paid on or before January 31 of the year of the assessment.

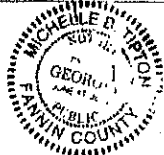
WALDEN HOMES AND LAND, LLC

 SEAL
 C. ANTHONY WALDEN

Signed, sealed and delivered in the presence of


 Witness


 Notary





Doc ID: 001637330002 Type: COVE
Recorded: 03/25/2015 at 09:00:00 AM
Fee Amt: \$12.00 Page 1 of 2
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 1122 PG 293-294

Return recorded document to:
Terry Lee Wilson, LLC
2403 East First Street
Blue Ridge, GA 30513
File No. 13-105

STATE OF GEORGIA
COUNTY OF FANNIN

Cross Reference:
Deed Book 811, Page 815
Deed Book 824, Page 27

Second Amendment to
Road Easement and Maintenance Agreement, Water Agreement,
Property Owners Association and Restrictive Covenants for South
Toccoa Estates, formerly known as Shalom Courtyard

THIS AMENDMENT is made this 11 day of ^{March} ~~February~~, 2015 by Level One Properties, LLC and Cheyenne Property Development, LLC ("Declarant").

WHEREAS, Declarant retains ownership of one or more lots in said Development, desires to amend the Road Easement and Maintenance Agreement, Water Agreement, Property Owners Association and Restrictive Covenants for Shalom Courtyard, recorded in Deed Book 81, Page 815, as amended in Deed Book 824, Page 27, Fannin County Records ("Covenants"), and has the authority to so amend as set forth therein.

NOW, THEREFORE, Declarant hereby amends the Covenants as follows:

1. The name of the Subdivision shall be changed to "South Toccoa Estates"
2. Wherever reference to "Walden Homes and Land, LLC" or "Developer" is made, said reference shall now refer to Level One Properties, LLC and Cheyenne Property Development, LLC, or "Declarant". The terms "Developer" and Declarant" shall be used interchangeably throughout the Covenants.
3. The references in paragraphs numbered 3 and 6 on page 3 of the Covenants to square feet shall be amended to be 1400 square feet. All other provisions in these two paragraphs shall remain the same.
4. The third sentence of the first paragraph under the heading "PROPERTY OWNERS ASSOCIATION" shall be amended to read: "There shall be one vote per lot for which dues are paid."

5. The first sentence of the paragraph titled "ASSESSMENTS:" on page 6 contains a statement that contradicts an earlier provision of the Covenants regarding payment of dues by the Developer, and shall be amended to state as follows: "Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenants and agree to pay the association annual assessments and special assessments." The remainder of this paragraph shall remain the same.
6. So long as any of the herein named entities own one or more lots, Developer shall be considered to retain ownership sufficient to modify, amend or alter the Covenants as provided on page 7 of the Covenants: Equity Trust Company, Custodian FBO Earnest Davis Roth, IRA; Equity Trust Company, Custodian FBO Earnest Davis Traditional IRA; Equity Trust Company, FBO Keith B. Williams IRA; and Equity Trust Company, FBO James E. Williams IRA. .

Except as amended herein, the Covenants remain as stated in the records of Fannin County, Georgia.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal the day and years first above written.

DECLARANT:

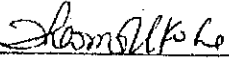
Level One Properties, LLC

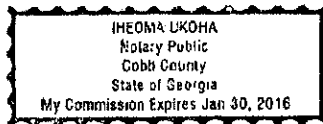
By:  (Seal)

Teresa A. Henderson, Member / Manager

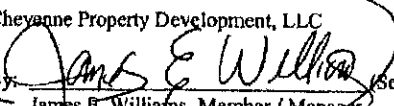
Unofficial Witness  *Deborah A. Kent*

Sworn to and subscribed before me
this 11th day of February, 2015.
MARCH

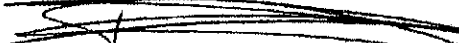

Notary Public



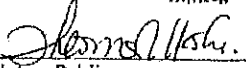
Cheyenne Property Development, LLC

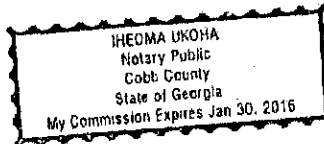
By:  (Seal)

James E. Williams, Member / Manager

Unofficial Witness  *Deborah A. Kent*

Sworn to and subscribed before me
this 11th day of February, 2015.
MARCH


Notary Public



Doc ID: 001900800002 Type: COVE
Recorded: 08/03/2015 at 09:29:00 AM
Fee Amt: \$12.00 Page 1 of 2
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 1135 PG 662-663

Return recorded document to:
Terry Lee Wilson, LLC
2403 East First Street
Blue Ridge, GA 30513

STATE OF GEORGIA
COUNTY OF FANNIN

Cross Reference:
Deed Book 811, Page 815

Third Amendment to
Road Easement and Maintenance Agreement, Water Agreement,
Property Owners Association and Restrictive Covenants for South
Toccoa Estates, formerly known as Shalom Courtyard

THIS AMENDMENT is made this 30 day of April, 2015 by Level One Properties, LLC and
Cheyenne Property Development, LLC ("Declarant").

WHEREAS, Declarant retains ownership of one or more lots in said Development, desires to
amend the Road Easement and Maintenance Agreement, Water Agreement, Property Owners
Association and Restrictive Covenants for South Toccoa Estates, fka Shalom Courtyard,
recorded in Deed Book 811, Page 815, Fannin County Records ("Covenants"), and has the
authority to so amend as set forth therein.

WHEREAS, it is to the interest, benefit and advantage of the Declarant, and to the other owners in
South Toccoa Estates and to each and every person who shall hereafter purchase any lot in said
development that the lots originally submitted as Lot 22 of Phase 3 of Shalom Point as shown on

the above referenced plat be included in said development and removed from the adjoining development; and

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant, and each and every subsequent owner of any of the lots in said development, said Declarant does hereby amend and revise the original declaration by amending the legal description of the original "Submitted Property" to add the property described as follows:

All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lots 67 and 68, Fannin County, Georgia, being Lot 22, containing 0.85 acre, more or less, as set forth in plat of survey by Lane S. Bishop, GRLS No. 1575, dated August 8, 2014 and recorded in Plat Hanger E-410, Page 3, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

Lot 22, as shown on the above referenced plat, is hereby included in the operation and effect of the Corrective Road Easement and Maintenance Agreement, Water Agreement, Property Owners Association and restrictive Covenants for Shalom Courtyard, recorded in Deed Book 811, Page 815, Fannin County Records, Georgia, as amended, and shall be a part of said subdivision.

This Amendment shall amend and supercede any prior covenants and agreements as to Lot 22 and shall run with the land and shall be binding on all parties and all persons claiming under them.

IN WITNESS WHEREOF, the said Declarant has hereunto set his hand and seal, the day and year first above written.

DECLARANT:

Level One Properties, LLC

By:  (Seal)

Teresa A. Henderson, Member / Manager

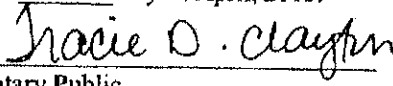
Cheyenne Property Development, LLC

By:  (Seal)

James E. Williams, Member / Manager


Unofficial Witness

Sworn to and subscribed before me
this 30 day of April, 2015.


Notary Public

