



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.

DB 847/408

Upon Recording, Return to:
Charles B. Waters, Jr.
STITES & HARBISON, PLLC
2800 SunTrust Plaza
303 Peachtree Street, NE
Atlanta, Georgia 30308

Cross Reference to:
Deed Book 736, Page 232, *et seq.*,
Union County, Georgia Records

**First Amendment to
Declaration of Protective Covenants, Conditions
and Restrictions for The Arbor**

This First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for The Arbor (hereinafter referred to as this "First Amendment") is made this 18th day of October, 2010, by UNITED COMMUNITY BANK, a Georgia banking corporation, hereafter referred to together with its successors-in-title who come to stand in the same relation to the property as its predecessor did as "Developer".

WITNESSETH

WHEREAS, Arbor Land Group, LLC, a Georgia limited liability company ("Arbor Land") caused to be filed that certain Declaration of Protective Covenants, Conditions and Restrictions for The Arbor, which is filed of record at Deed Book 736, Page 232, *et seq.*, of the real property records of Union County, Georgia (the "Declaration"); and

WHEREAS, United Community Bank became the Developer under the terms of the Declaration by virtue of that certain Assignment of Developer's Rights Given by Declaration of Protective Covenants, Conditions and Restrictions for the Arbor, which is dated October 9th, 2010, filed on October 15th, 2010, and is recorded at Deed Book 846, Page 107, aforesaid records; and

WHEREAS, the "Turnover Date" as defined in Section 1.01(aa) has not yet occurred; and

WHEREAS, given that the Turnover Date has not yet occurred, Developer may, pursuant to Section 6.08 of the Declaration, amend the Declaration by a document executed solely by Developer; and

WHEREAS, United Community Bank wishes to amend the Declaration by virtue of this First Amendment.

NOW, THEREFORE, by the power granted to United Community Bank pursuant to Section 6.08 of the Declaration, the Declaration is hereby amended as follows:

1.

Exhibit "B" to the Declaration (Architectural Standards) is hereby amended as follows:

(a) Item 5 on Exhibit "B" is stricken in its entirety and the following language is hereby inserted in lieu thereof:

5. Each single family residence must contain a minimum of 1,600 square feet of heated floor space and for Dwellings containing more than (1) level, a minimum of 1,200 square feet of heated floor space on the main level.

(b) Item 6 on Exhibit "B" is stricken in its entirety and the following language is hereby inserted in lieu thereof:

6. The design of each Dwelling shall be approved by the Design Committee, taking into account the following factors, among others: i) the exterior of all Dwellings must be a design appropriate for the natural, rustic environment of the Development and shall be in earth tone colors; ii) log and log siding is permitted on Dwellings, but vinyl siding is prohibited; iii) all exterior foundation materials of Dwellings shall be rock, brick or stucco, and shall be consistent with the remainder of the Dwelling; and iv) all Dwellings shall be of quality workmanship. The foregoing factors shall not be construed as a limitation on the authority or the discretion of the Design Committee.

(c) Item 8 on Exhibit "B" is amended to add the following:

There shall be no "front end loading garages", meaning no garages will have primary vehicular access entry on the same side as the front of the house. All garages must have side or rear loading vehicular access. An Owner may apply to the Design Committee for a variance with regard to the items as set forth in this paragraph, which variance application may be approved or rejected by the Design Committee in its sole discretion.

(d) Item 18 on Exhibit "B" is amended to add the following:

The items described in this paragraph may be stored on a Lot for longer than seven (7) days if, and only if, they are inside a garage and are, therefore, not visible to/from other Lots.

2.

Exhibit "C" to the Declaration (Development Rules) is hereby amended as follows:

UNION COUNTY, GEORGIA
FILED & RECORDED October 22,
2010 AT 4:20 P.M.
RECORDED IN BOOK 847 PAGE 408-410

Judy K. Odum
SUPERIOR COURT CLERK

(a) Item 2 on Exhibit "C" is stricken in its entirety and the following language is hereby inserted in lieu thereof:

Each Lot shall be used exclusively for single-family residential purposes only and no other purpose. No Lot shall at any time be used for any commercial, business or professional purpose.

3.

Other than as amended herein, the terms and provisions of the Declaration shall remain in full force and effect the same as if said terms and provisions were restated herein in their entirety.

IN WITNESS WHEREOF, United Community Bank, as Developer pursuant to the Declaration, executes and affixes its seal hereto this 18th day of October, 2010.

UNITED COMMUNITY BANK, a
Georgia banking corporation

[Signature]
By: Adam Born
Its: Assistant Vice President/ORE
Officer

Seal Affixed

[BANK SEAL]

Signed, sealed and delivered in the presence
of the following this 18th day of October, 2010.

[Signature]
Witness

[Signature]
Notary Public

