

WHEN RECORDED MAIL TO:

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FILED & RECORDED

2017 AUG 30 AM 10: 20

LEIGH W. STANRETT  
CLERK  
ELBERT SUPERIOR COURT

BOOK 618 PAGE 375-377

CROSS REFERENCE: DEED BOOK 432, Pages 227-232  
DEED BOOK 447, Pages 306-308  
DEED BOOK 448, Pages 658-664  
DEED BOOK 396, Pages 638-645  
DEED BOOK 415, Pages 495-502

STATE OF GEORGIA )  
) AMENDED DECLARATION OF PROTECTIVE COVENANTS  
COUNTY OF ELBERT )

WHEREAS, the Savannah Landings Subdivision located in Elbert County, Georgia, is a development for residential purposes subject to Protective Covenants recorded in Deed Book 432, at Page 227; Deed Book 447, at Page 306; and Deed Book 448, at Page 658, all of Elbert County, Georgia Records, and the subdivision is divided into three (3) phases, being: Craft's Ferry Landing phase, Sandy Landing phase, and Newton's Landing Phase only; and

WHEREAS, the Savannah Bluffs Subdivision - PHASES 2, 3, and 4 located in Elbert County, Georgia, is a development for residential purposes subject to Protective Covenants recorded in Deed Book 396, at Pages 638-645, Elbert County, Georgia Records; and

WHEREAS, the Patriot's Point Subdivision - PHASES 2, 3, and 4 located in Elbert County, Georgia, is a development for residential purposes subject to Protective Covenants recorded in Deed Book 415, at Pages 495-502, Elbert County, Georgia Records; and

WHEREAS, because of economic changes since the publication of the previous Protective Covenants, it is necessary for the DEVELOPER, to amend and modify the Protective Covenants so as to encourage growth and improvements to bolster property values for all of the lots and to encourage growth on said lots and in the subdivision; and

WHEREAS, these amendments and modification apply to the Sandy Landing phase, the Newton's Landing Phase, the Crafts Ferry Phase, Savannah Bluffs Subdivision - PHASES 2, 3, and 4, and Patriot's Point; and

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners included in said plats, the undersigned does hereby amend and modify the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the property of the aforementioned plan and known as Savannah Landings Subdivision, Savannah Bluffs Subdivision - PHASES 2, 3, and 4, and Patriot's Point .

1. ADDITIONAL COVENANTS: The protective covenants setforth herein are intended to enhance and supplement any local or State zoning or use requirement, and these restrictions do not conflict or contradict any previous restrictions. These restriction supplement and revise the restrictions recorded in Deed Book 432, at Pages 227-232, Deed Book 447, at Pages 306-308, and Deed Book 448, at Pages 658-664, Deed Book 396, at Pages 638-645, and Deed Book 415, at Pages 495-502, all of Elbert County, Georgia Records.

2. Section 7 of each of the referenced Protective Covenants is modified and amended as follows:

- (A) As provided in Section 7, ¶ (a) 3 of each covenant, the size of the dwelling shall have a minimum of **NINE HUNDRED FIFTY (950) SQUARE FEET** of heated and cooled area, exclusive of all open porches, garages, basements, and/or walk out lower levels.
- (B) Section 7, ¶ (a) 2 of each covenant, is hereby clarified so that the requirements of this paragraph are made clear so that: 1) the "builder" or "contractor" is defined to include the individual property owner, but all the construction must meet all state and local building requirements, including the necessary local building permits; and 2) the "due diligence" provision that requires that all improvements be completed "within one year" is intended to mean that the improvements must be completed within one (1) year after the initiation and beginning of the construction. It is further understood and intended that this provision does not require the landowner to construct improvements on the property at any time during the landowner's ownership of the property.

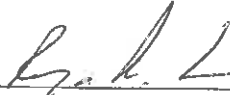
3. Section 8 of the Savannah Landings referenced Protective Covenants is modified and amended as follows:

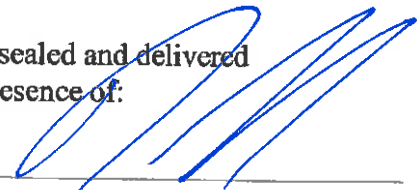
As provided in Section 8, ¶ (a) of the "mini-farms" section of the Savannah Landings covenants, it is amended to provide, the size of the dwelling shall have a minimum of **NINE HUNDRED FIFTY (950) SQUARE FEET** of heated and cooled area, exclusive of all open porches, garages, basements, and/or walk out lower levels.


4. All other restrictions herein cited remain in full force and affect.

IN WITNESS WHEREOF, the undersigned Developer has signed and affixed its seal  
this the 29<sup>th</sup> day of August, 2017.

EVERGREEN RESOURCES, LTD., INC.

BY:   
Ryan R. Faulkenberry, Its President  
and Authorized Agent

Signed, sealed and delivered  
in the presence of:  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public, Elbert County, Ga  
[NOTARY SEAL AFFIXED]  
My Commission Exp. 9/7/2026

