

After recording, please return to:

Kaye & Porter, LLP  
258 N. Broad St.  
Winder, GA 30680

Cross Reference to:  
Deed Book 17W, Pages 340-411  
Deed Book 22R, Pages 529-532,

FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE HIGHLANDS

This Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for the Highlands (hereinafter called the "Amendment") is made this 1st day of January, 2018 by Embassy Development, LLC, a Georgia limited liability company, hereinafter referred to as "Declarant", for the purposes of amending the Declaration of Covenants, Conditions and Restrictions for the Highlands.

WHEREAS, Declarant, Embassy Development, LLC as successor by assignment from GARSHA, LLC, is the record title owner of Lots 1, 3, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 23, 24, 25, 26, 27, 28, 29 Block A and Lots 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 36, 28, 39, 40, 41, 42, 43, 44, 45, Block B and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 Block C and BR Homes, LLC, record owner of Lots 18, 19, 20, 21, 22 Block A, lots in the Highlands Subdivision, hereinafter referred as the "Subdivision" as shown and depicted on a Plat of Subdivision recorded in Plat Book A340, Pages 8-10 in the Office of the Clerk of the Superior Court of Oglethorpe County, Georgia, to which reference is made and which is incorporated herein by such specific reference thereto.

WHEREAS, the Declarant is desirous of amending the prior covenants, as specifically provided in this instrument.

NOW, THEREFORE, Declarant hereby declares that the Declarant Property referenced above is hereby subjected to all of the provisions of the Prior Covenants, except for the changes and modifications set forth below, and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to those prior Covenants, except for the changes and modifications set forth below.


1. Article 9.1 General: Standard (F) "Builder shall plant at least four (4) hardwood trees in front of structures on lots that have no trees fronting the property. Plans submitted for approval shall be included with a landscaping plan depicting shrubbery, foliage and/or sod extending at least to rear of house", which is included in the Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for the Highlands recorded in Deed Book 22R, Pages 529-532, shall hereby be removed from the Declaration of Covenants, Conditions and Restrictions for the Highlands.

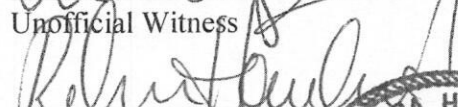
2. Dues and Assessments. No Lots owned by the Declarant, and no uninhabited Lots in the Subdivision owned by any new home builder shall be subject to any dues, assessments arising by virtue of the Covenants. The initial annual dues are \$300.00 (Three Hundred Dollars) payable annually which shall be prorated based upon the calendar year. There is also an initiation fee of \$300.00 (Three Hundred Dollars) payable each time title to a completed house is transferred.
  
3. Date of Commencement of Annual Assessments. The annual assessments and dues provided for in the Covenants shall commence as of the dates that title to a Lot containing a completed house for which a certificate of occupancy has been issued is sold or occupied, which ever event first occurs.

Except as modified herein, all terms and conditions of the Covenants as originally recorded shall be applicable and remain in full force and effect to the Declarant Property. All capitalized terms used herein shall be as defined in the Covenants, except as the same may be differently defined herein.

IN WITNESS WHEREOF, the Supplemental Declarant has hereunto affixed its hand and seal the date above appearing.

Signed, sealed and delivered in the presence of:

  
 \_\_\_\_\_  
 Unofficial Witness

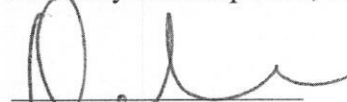
  
 \_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

[AFFIX NOTARIAL SEAL]




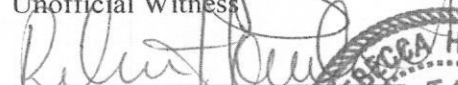
Embassy Development, LLC

  
 \_\_\_\_\_  
 Michelle Kaye, Attorney  
 In Fact

Consented to:

Signed, sealed and delivered in the presence of:


  
 \_\_\_\_\_  
 Unofficial Witness

  
 \_\_\_\_\_  
 Notary Public

[AFFIX NOTARIAL SEAL]



BR Homes, LLC

  
 \_\_\_\_\_  
 Michelle Kaye, Attorney  
 In Fact