



STATE OF GEORGIA
COUNTY OF BULLOCH

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to the Declaration of Covenants and Restrictions for Sagebrush is made on this 18th day of March, 1993, by the Sagebrush Homeowners Association, Inc., acting on behalf of the unit owners of Sagebrush Homeowners Association, Inc., and by seventy-five percent (75%) of the unit owners in Sagebrush.

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants and Restrictions for Sagebrush is of record in Deed Book 433, pages 346-370, Office of Clerk of the Superior Court, Bulloch County, Georgia; and

WHEREAS, in accordance with Article XV, Section 3, the agreement of seventy-five percent (75%) of the unit owners in Sagebrush has been obtained and, in addition thereto, the agreement of the Sagebrush Homeowners Association has been obtained at a duly-held meeting of the Sagebrush Homeowners Association, as more particularly shown by the affidavit of the President of the Sagebrush Homeowners Association, Inc., attached hereto; and

WHEREAS, the signatures of seventy-five percent (75%) of the unit owners of Sagebrush appear below signifying consent to the amendment described herein by same;

NOW, THEREFORE, the undersigned do hereby amend the Declaration of Covenants and Restrictions for Sagebrush at ARTICLE

XI: INSURANCE at SECTION 1. Units, by DELETING the following:

SECTION 1. Units. Each unit consists of a residence and adjoining yards. The residence is a part of a building which shares a party wall and common roof system with an adjoining unit. Every building contains portions of two units, separated by the party wall described in this Declaration. The association shall obtain and maintain fire and casualty insurance, with such deductible amounts as the association may determine, and in an amount sufficient to provide for the full replacement of the unit if destroyed by fire or casualty. Each unit owner shall be liable to the association for the total cost of such insurance. One year's premium shall be paid in advance at the time of closing. Thereafter, each unit owner shall make monthly deposits to the association toward renewal premiums which monthly deposits shall be deemed a part of the general assessments. The deposits required for insurance premiums shall be treated as a portion of the general assessments and nonpayment thereof

FILED
BULLOCH CO. CLERK'S OFFICE
1993 MAR 19 PM 3 38
Clerk of Courts
Blair A. King

Recorded on the 23 day of March 1993 in Deed Book 433-137
BULLOCH SUPERIOR COURT
Deborah P. Pickett

shall result in a lien upon the property with the association having all the same rights and remedies as it would have for the enforcement of any other portion of the general assessments. The monthly insurance assessment shall be equal to one-twelfth (1/12) of the annual premium assignable to each individual unit. The insurance coverage furnished through the association will not include coverage for furnishings, personal effects or contents of any kind of the individual units or liability or medical payment provisions covering the interior of said unit, and such coverage shall be obtained by the owners themselves but may be included within the policy obtained by the association provided that such coverage is paid for in advance by the unit owner for the first year and additional amounts are paid to cover the cost of such coverage with the insurance assessment collected by the association. All insurance payments due shall be treated and enforced as a portion of the general assessments. The association may alter the provisions hereof concerning form and manner of obtaining insurance coverage, provided that each unit is insured to full replacement cost. The insurance coverage shall be maintained in the name of the unit owner of each unit together with the homeowners association, as their interest may appear. The interest of the homeowners association is limited to seeing that any destroyed or damaged building is repaired and replaced to its original condition so that the exterior appearance of the building is unchanged from its appearance prior to the loss or casualty to the building. Any building damaged or destroyed by fire or casualty must be replaced unless the unit owner and 75% of the other unit owners in the development vote in person or by written proxy at a meeting, thirty (30) days notice of which has been given, not to repair or replace such building. The policy of insurance shall list the name of any mortgagee or lienholder on the property. In the event that any unit is destroyed or damaged and no insurance coverage is available to repair or replace such unit, then the cost or remedying the defects to the property by making such repairs or replacements as the Board of Directors may determine necessary, or of cleaning up and removing debris from the premises may be assessed as a special assessment against all other units equally, to be collected over such period of time as the Board may deem appropriate. The homeowners association shall maintain liability insurance on the common areas and casualty insurance on any improvements thereon as well as fidelity bond coverage. These coverages and any other insurance which must be maintained as specified in the mortgage purchase requirements and policies of any of the federal agencies purchasing loans made upon units shall be maintained in such form and amounts as are required by such federal agencies. All insurance payments provided for herein shall be deemed a part of the general assessments, nonpayment of which shall result in liens and enforcement rights all as set forth under the preceding Article concerning general assessments.

And by SUBSTITUTING IN LIEU THEREOF the following:

SECTION 1. Units. Each unit consists of a residence and adjoining yards. The residence is a part of a building which shares a party wall and common roof system with an adjoining unit. Every building contains portions of two units, separated by the party wall described in this Declaration. Each unit Owner shall obtain and maintain fire and casualty insurance jointly in the name of the Owner and the Association with such deductible amounts as the Owner may determine, and in an amount sufficient to provide for full replacement of the unit if destroyed by fire or casualty. The policy of insurance shall list

name of any mortgagee of lienholder on the property. Each Owner shall be liable to the Association for the total cost of such replacement or repair, should be unit be destroyed or damaged. The insurance coverage required by this Declaration for the benefit of the Association shall not include coverage for furnishings, personal effects, or contents of any kind of the individual units or liability or medical payment provisions covering the interior of said unit, and such coverage shall be obtained by the Owners themselves. The Association may alter the provisions hereof concerning form and manner of obtaining insurance coverage, provided that each unit is insured for the full replacement cost by each Owner.

Each Owner shall provide the Association with proof of the required insurance coverage specified herein upon the annual renewal of the policy or within ten (10) days after receipt of a request in writing from the Association to provide such proof.

The right of the Association is to control and direct the timely repair of any destroyed or damaged building and to replace the building to its original condition so that the exterior appearance of the building is unchanged from its appearance prior to the loss or casualty to the building. Any building damaged or destroyed by fire or casualty must be replaced unless the unit owner and 75% of the other unit owners in the development vote in person or by written proxy at a meeting, thirty (30) days notice of which has been given, not to repair or replace such building. The policy of insurance shall list the name of any mortgagee or lienholder on the property. In the event that any unit is destroyed or damaged and no insurance coverage is available to repair or replace such unit, then the cost or remedying the defects to the property by making such repairs or replacements as the Board of Directors may determine necessary, or of cleaning up and removing debris from the premises may be assessed as a special assessment against all other units equally, to be collected over such period of time as the Board may deem appropriate.

The homeowners association shall maintain liability insurance on the common areas and casualty insurance on any improvements thereon as well as fidelity bond coverage. These coverages and any other insurance which must be maintained as specified in the mortgage purchase requirements and policies of any of federal agencies purchasing loans made upon units shall be maintained in such form and amounts as are required by such federal agencies. All insurance payments provided for herein shall be deemed a part of the general assessments, nonpayment of which shall result in liens and enforcement rights all as set forth under the preceding Article concerning general assessments.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Covenants and Restrictions for Sagebrush to be executed the day and year first above written.

SAGEBRUSH HOMEOWNERS ASSOCIATION, INC.

BY: Robert A. Lee
President

ATTEST: John M. Smith
Secretary

(SEAL)

STATE OF GEORGIA
COUNTY OF BULLOCH

AFFIDAVIT

Personally, before the undersigned attesting officer, came Robert Lee, President of the Sagebrush Homeowners Association, Inc., who being first duly sworn, deposes, and says as follows:

1. Deponent is the President of Sagebrush Homeowners Association, Inc.
2. On the 3rd day of August, 1991, a meeting of the Sagebrush Homeowners Association, Inc., was held.
3. At the meeting a lawful quorum was present.
4. At such meeting, that certain "Amendment to Declaration of Covenants and Restrictions for Sagebrush" pertaining to "Insurance" on the premises dated 8/3/91, was approved.
5. A complete record of these events is contained in the minutes of the Sagebrush Homeowners Association, Inc.
6. The undersigned gives this Affidavit for purposes of attachment to the formal amendment to the Declaration of Covenants and Restrictions for Sagebrush.

Robert A. Lee
President, Sagebrush Homeowners
Association, Inc.

Sworn to and subscribed before me
this 15th day of August, 1991.

Marlene M Davis
Notary Public, Ga., State at Large

STATE OF GEORGIA

COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 6th day of Sept., 1991.

J. A. Hutto

Owner

Signed, sealed, and delivered
in the presence of:

Marlene M Davis
Carollean Childers

Notary Public
County of Commission: Hall
Commission Expires: 1-16-94
Date Notarized: 9-8-91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 9 day of September, 1991.

Donald G Mitchell
Owner apt. 11 Sagebrush

Signed, sealed, and delivered
in the presence of:

Marlene M. Lewis
Wardlaw 2nd

Notary Public
County of Commission: Bulloch
Commission Expires: 4-20-92
Date Notarized: 9-9-91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 13th day of September, 1991.

John M. Smith
Owner

Signed, sealed, and delivered
in the presence of:

Marlene M Davis
Patricia Almy
Notary Public
County of Commission: Bulloch
Commission Expires: 7-4-92
Date Notarized: 9-13-91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 14 day of September, 1999.



Owner

Signed, sealed, and delivered
in the presence of:

Marlene M Davis

Marlene B. Glison

Notary Public
County of Commission
Commission Expires Nov. 13, 1991
Date Notarized: 9/19/91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 30 day of Sept, 1991.

Robert C. Lee
Owner

Signed, sealed, and delivered
in the presence of:

Robert C. Lee

Madame M. Davis

Notary Public
County of Commission: Bulloch
Commission Expires: 11-16-93
Date Notarized: 9-30-91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 25 day of November, 1991.

James E. Boggy
Owner

Signed, sealed, and delivered
in the presence of:

John M. Smith

Madelene M Davis
Notary Public
County of Commission: Bulloch
Commission Expires: 11-16-93
Date Notarized: 11-25-91

STATE OF GEORGIA
COUNTY OF BULLOCH

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AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 2nd day of December, 1991.

Hendley Property Inc.
M. Hendley President

Owner

Signed, sealed, and delivered
in the presence of:

John M. Smith

Madeline M. Davis

Notary Public

County of Commission: Bulloch

Commission Expires: 11/16/93

Date Notarized: 12-2-91

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 9 day of Dec.; 1991.

Cecil B. Howard
Owner

Signed, sealed, and delivered
in the presence of:

Marilyn M. Laws

Mary R. Dickerson

Notary Public

County of Commission: Bulloch

Commission Expires: May 1994

Date Notarized: 12-9-91

STATE OF GEORGIA
COUNTY OF BULLOCH

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AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 7th day of Jan., 1992.

J. A. Walker
Owner

Signed, sealed, and delivered
in the presence of:

Lisa D. Brock

Marlene M Davis Witness

Notary Public

County of Commission: Hall

Commission Expires: 8-13-94

Date Notarized: 1-9-92

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 16th day of January, 1992.


Owner

Signed, sealed, and delivered
in the presence of:

Marlene M. Davis, Witness

Michelle W. Hodges

MICHELLE W. HODGES

Notary Public, Bulloch County, Georgia

~~My Commission Expires July 13, 1993~~

County of Commission: Bulloch

Commission Expires: July 13, 1993

Date Notarized: January 16, 1992

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 24th day of January, 1992

Joe My Roman
Owner

Signed, sealed, and delivered
in the presence of:

Patricia Akms

Marlene M. Davis

Notary Public
County of Commission: Bulloch
Commission Expires: 11-16-93
Date Notarized: 1-24-92

STATE OF GEORGIA
COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 31 day of January, 1992.
Edryl Hamilton
Owner #7

Signed, sealed, and delivered
in the presence of:
Patricia S Alms
Marlene M Davis
Notary Public
County of Commission: Bulloch
Commission Expires: 11-16-93
Date Notarized: 1-31-92

STATE OF GEORGIA

COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 24 day of February, 1992

Joe Blankenbaker
Owner -- Linda Blankenbaker

Signed, sealed, and delivered
in the presence of:

L. M. Smith

Madeline M Davis

Notary Public

County of Commission: Bulloch

Commission Expires: 11-16-93

Date Notarized: 2-24-92

STATE OF GEORGIA
COUNTY OF BULLOCH

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AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to the Amendment to the Declaration of Covenants and Restrictions for Sagebrush concerning insurance.

This 8th day of May, 1992.

Thomas A. Lewis

Owner

Signed, sealed, and delivered
in the presence of:

Marlene M. Davis

Mary Lee Bishop

Notary Public
County of Commission: Bulloch
Commission Expires: 5/21/93
Date Notarized: 5-8-92

STATE OF GEORGIA

COUNTY OF BULLOCH

ASSENT TO AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SAGEBRUSH

I, the undersigned, an owner of a unit of Sagebrush, assent to
the Amendment to the Declaration of Covenants and Restrictions for
Sagebrush concerning insurance.

This 28th day of Jan, 1993.

Carl H. [Signature]
Owner

Signed, sealed, and delivered
in the presence of:

John M. Smith

Madeline M Davis

Notary Public

County of Commission: Bulloch

Commission Expires: 11-16-93

Date Notarized: 1-28-93