



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.

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

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CROSS-REFERENCE TO:
DECLARATION OF COVENANTS,
CONDITIONS, AND EASEMENTS
FOR HAMPTON STATION
DEED BOOK 8046, PAGE 338,
CHEROKEE COUNTY DEED
RECORDS

SECOND AMENDMENT
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
HAMPTON STATION

THIS SECOND AMENDMENT to the Declaration of Covenants, Restrictions and Easements for Hampton Station, made and entered into this 16 day of March, 2011, by Beazer Homes Corp. ("Declarant")

WITNESSETH:

Whereas, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Hampton Station on July 15, 2005 in Deed Book 8046, Page 338, Cherokee County, Georgia Deed Records; said Declaration being amended by First Amendment to Declaration of Covenants, Restrictions and Easements for Hampton Station as recorded in Deed Book 8629, Page 232, Cherokee County, Georgia Deed Records; said Declaration, as amended being hereinafter referred to as the ("Declaration"); and

Whereas, Section 13.1(E) of the Declaration provides for amendments by the Declarant for so long as the Declarant owns a Lot primarily for the purpose of sale without the approval of any Owner or Mortgagee if "such amendment is deemed necessary, in Declarant's sole opinion, to make the provisions more workable, to clarify any provision or ambiguity or to eliminate any confusion or conflict"; and

Whereas, the Plats show easements for emergency access running over, upon and across portions of Lots to public roads ("Emergency Access Easement"); and

Whereas, the Declarant owns Lots primarily for the purpose of sale; and

Whereas, the Declarant desires to amend the Declaration to make the provisions affecting maintenance, upkeep, repair and replacement of any Emergency Access Easements as shown on the Plats more workable and to further eliminate any potential confusion or conflict.

NOW, THEREFORE, the Declarant, pursuant to the terms of Section 13.1 (E) of the Declaration, and in consideration of the above premises and for mutual considerations, hereby amends the Declaration of Covenants, Restrictions And Easements For Hampton Station as follows:

1. All defined terms herein shall have the same defined meaning as contained in the Declaration.

2. The Declaration shall be amended to add Section 6.1.1 after Section 6.1 of the Declaration which shall read as follows:

“Section 6.1.1. Other Association Responsibility. In addition to the responsibility of the Association regarding the Common Area as described in Section 6.1, the Association shall also be responsible for the maintenance, upkeep, repair and replacement of any Emergency Access Easement located on the Property, without regard as to whether or not any such Emergency Access Easement, or any portion thereof, is located within the Common Area or within the boundary lines of Lot as may be shown on any Plat.”

3. Section 6.3 shall be amended to read as follows:

“Section 6.3. Owner’s Responsibility. Except as provided in Sections 6.1 and 6.1.1 above, all maintenance of each Lot and all structures, parking areas, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration.”

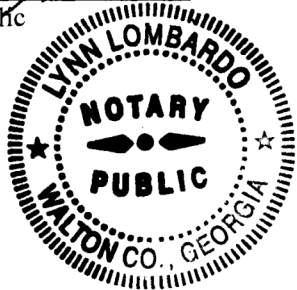
4. Except as amended hereby, the original terms and conditions of Declaration shall remain in full force and effect.

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

Signed, Sealed and Delivered
In the Presence of:

Cathy - Carmen Utley
Unofficial Witness

Lynn Lombardo
Notary Public



Beazer Homes, Corp.

By: *[Signature]*
Kevin Clark,
Division President

(Corporate Seal)

