



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.

Rec: \$16.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R Hunter

Cross Reference:
Deed Book 8046, Page 338

STATE OF GEORGIA

COUNTY OF CHEROKEE

**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR HAMPTON STATION**

This Amendment to the Declaration of Covenants, Restrictions and Easements for Hampton Station (hereafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, BEAZER HOMES, LLC, a Delaware limited liability company successor by conversion to BEAZER HOMES CORP., a Tennessee corporation (hereafter referred to as the "Declarant") recorded that certain Declaration of Covenants, Restrictions and Easements for Hampton Station on July 15, 2005, in Deed Book 8046, Page 338 of the Cherokee County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XIII, Section 13.1 of the Declaration, Declarant, for so long as it owns a Lot primarily for the purpose of sale, may amend the Declaration by an instrument in writing filed and recorded in the records of the Office of the Clerk of the Superior Court of Cherokee County, Georgia, without the approval of any owner or Mortgagee if: (1) 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; or (2) if such amendment is designed to facilitate the sales of Lots or the management or operation of the Community, and the same does not materially and adversely affect the rights of any owner or Mortgagee;

WHEREAS, as of the date of this Amendment, Declarant owns at least one Lot primarily for the purpose of sale;

WHEREAS, this 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;

Rec: \$16.00

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WHEREAS, this amendment is designed to facilitate the sales of Lots or the management or operation of the Community, and the same does not materially and adversely affect the rights of any owner or Mortgagee;

WHEREAS, Declarant desires to amend the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article V, Section 5.8 of the Declaration is amended by striking same in its entirety and replacing the following therefor:

5.8 Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot to any Person other than Declarant or a builder, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Amendment is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Lot to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Rec: \$16.00

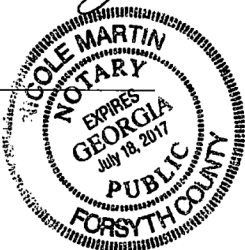
Patty Baker, Clerk of Superior Court - Cherokee County, GA

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 12 day of May, 2017.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

[Signature]
Notary Public



DECLARANT:

BEAZER HOMES, LLC, a Delaware limited liability company successor by conversion to BEAZER HOMES CORP., a Tennessee corporation

By: [Signature] (Seal)
Jeffrey Hoza

Its: Division President