

After recording, please return to:

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Atlanta, Georgia 30309

Cross-Reference to:

Deed Book 3628, Page 165,  
Deed Book 4012, Page 215,  
Deed Book 4604, Page 167,  
Deed Book 5121, Page 122,  
Deed Book 5611, Page 230  
Deed Book 12841, Page 181,  
Deed Book 13372, Page 497  
Deed Book 14248, Page 1930  
Deed Book 14319, Page 1880  
Cherokee County, Georgia records

STATE OF GEORGIA

COUNTY OF CHEROKEE

**AMENDMENT AND SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAWKS RIDGE  
(Unit VI)**

THIS AMENDMENT AND SUPPLEMENT to Declaration of Covenants, Conditions, and Restrictions For Hawks Ridge (Unit VI) (this "Supplemental Declaration") is made as of May 10, 2019, by GREY HAWK RIDGE DEVELOPMENT CO., LLC, a Delaware limited liability company, d/b/a HAWKS RIDGE DEVELOPMENT COMPANY (the "Declarant").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Hawks Ridge was recorded on May 4, 1999, at Deed Book 3628, Page 165 *et seq.* of the Cherokee County, Georgia land records (as subsequently amended and supplemented, the "Declaration"); and

WHEREAS, Section 7.1 of the Declaration provides that Declarant may unilaterally annex, encumber and make subject to the terms of the Declaration all or a portion of the Additional Property through the recording of a Supplemental Declaration in the Public Records; and

WHEREAS, Section 7.4 of the Declaration further provides that Declarant may unilaterally subject and burden any portion of the Properties, including real property being annexed into the Declaration, to additional covenants and easements through the recording of a Supplemental Declaration in the Public Records; and

WHEREAS, the purpose of this Supplemental Declaration is to annex, encumber and make subject to the terms of the Declaration the real property set forth in the attached Schedule 1 (the "Unit VI Property"), which is a portion of the Additional Property, as well as to encumber the Unit VI Property with certain additional covenants and easements as set forth below;

NOW, THEREFORE, Declarant, being the fee simple owner of the Unit VI Property and pursuant to and in accordance with the terms and provisions of the Declaration, hereby subjects the Unit VI Property to the provisions of the Declaration, as amended herein, and to this Supplemental Declaration, which Supplemental Declaration shall apply to the Unit VI Property in addition to the provisions of the Declaration. The Unit VI Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, as amended, both of which shall run with the title to the Unit VI Property and shall be binding upon all persons having any right, title, or any interest in the Unit VI Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Hawks Ridge Community Association, Inc. in accordance with the terms of the Declaration.

1. The terms of the Recital and Schedule 1 are incorporated herein by this reference. Capitalized terms not otherwise defined in this Supplemental Declaration shall have the meaning ascribed to them in the Declaration. As used in this Supplement Declaration, the following terms have the following ascribed meanings:

A. "Declarant-Related Entity" means any Person that is a parent, subsidiary, or affiliate of Declarant, or in which Declarant or any parent, subsidiary, or affiliate of Declarant, or any officer, director, shareholder, partner, member, manager, principal, or trustee of any of the foregoing, owns, directly or indirectly, not less than fifty percent (50%) of such Person.

B. "Unit VI Restriction Period" means the period ending on the last of the following to occur: (i) the expiration of the Class "B" Control Period; (ii) the date on which Declarant ceases to own any portion of the Properties; and (iii) the date on which Declarant or any Declarant-Related Entity ceases to own any Private Amenity.

2. Exhibit "A" of the Declaration is hereby amended by adding to its terms the Unit VI Property described on the attached Schedule 1, which real property shall hereafter be encumbered by and subject to the terms of the Declaration, as amended herein, and shall be deemed part of the Properties as described in the Declaration.

3. The Unit VI Property is hereby encumbered and made subject to the following additional terms, covenants, easements and servitudes, all of which shall be deemed to have amended the Declaration with respect to the Unit VI Property only:

A. During the Unit VI Restriction Period, the Owner of all or any portion of the Unit VI Property may not petition or acquiesce to the re-zoning of any portion of the Unit VI Property, including but not limited to the modification of any existing zoning conditions affecting the Unit VI Property or the granting of any conditional use permits or similar administrative approvals, without Declarant's prior written consent.

B. During the Unit VI Restriction Period, the Owner of all or any portion of the Unit VI Property may not seek or acquiesce to the further subdivision, re-platting or the changing of boundary lines with respect to the Unit VI Property without Declarant's prior written consent.

C. Only detached, single family residences (and related improvements) consistent with the Community-Wide Standard and applicable law, and as otherwise approved in accordance with Article 9 of the Declaration, may be constructed upon any portion of the Unit VI Property.

D. No improvement of any nature whatsoever shall be made or installed upon the Unit VI Property by any Person whomsoever unless first approved in advance by the Architectural Review Board in accordance with the terms provided in Article 9 of the Declaration, including but not limited to any of the following site improvements (the "Site Improvements"): roads, drives, cul-de-sacs, traffic circles and such similar and related improvements; curb cuts and modifications to existing roads; sidewalks and paths; storm water facilities, pipes, detention ponds, vaults and such similar and related improvements; street gutters and curb inlets; sanitary sewer facilities, pipes, pumping stations and such similar and related improvements; water distribution and supply lines and similar and related improvements; electric power lines and power poles; telephone, cable television and Internet lines and supporting poles and improvements; street lights and poles supporting the same; fire hydrants; irrigation systems and equipment; entry features; street signs; landscaping; and, connections with any of the foregoing to existing improvements, whether or not located on the Properties. The approval of any and all Site Improvements may be further conditioned upon an agreement to be made between the Declarant, Association and Owner to complete and convey all or any portion of the Site Improvements to the Association or to a separately formed property owners association upon the satisfactory completion of construction of such improvements in the manner approved and required by the ARB.

E. Any and all streets and roads constructed or to be constructed on or about the Unit VI Property, whether by the Owner of all or any portion of the Unit VI Property or otherwise, are (or will be upon completion) deemed Private Streets and are (or will be upon completion) subject to the terms and provisions of the Declaration, including but not limited to Section 2.2 thereof.

F. No easement, license or servitude (including but not limited to utility easements) may be made and entered into by the Owner of the Unit VI Property, with respect to Unit VI Property and/or Properties, without the prior written consent of Declarant; and, any such easement, license or servitude shall be deemed null and void unless and until such consent is provided by Declarant in its sole discretion.

G. For the avoidance of doubt, unless set forth in a separate written instrument executed by Declarant, the Owner of the Unit VI Property shall not be deemed a "Builder" pursuant to and as defined by the terms of the Declaration and the Unit VI Property shall not be deemed a separate "Neighborhood" pursuant to and as defined by the terms of the Declaration.

4. This Supplemental Declaration shall be interpreted, construed and enforced according to the laws of the State of Georgia.

5. Except as modified above, the Declaration and all terms thereof shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOR SUPPLEMENTAL DECLARATION]

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration, under seal, as of the date first above written.

Signed, sealed and delivered  
in the presence of:

GREY HAWK RIDGE DEVELOPMENT CO.,  
LLC, a Delaware limited liability company, d/b/a  
HAWKS RIDGE DEVELOPMENT COMPANY

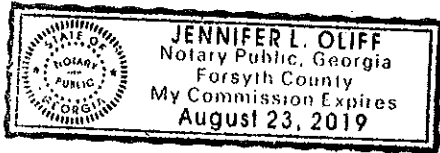
Leticia D. Pedro  
Witness

Jennifer L. Oliff  
Notary Public

My Commission Expires: 8/23/2019

By: [Signature] (SEAL)  
Name: Joseph J. Jillson  
Title: Owner

[NOTARIAL SEAL]



**SCHEDULE 1**

**Unit VI**

[ATTACH LEGAL FROM DEED OF CONVEYANCE]