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Deed Book **12841** Pg **181**
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Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Record and Return to:
M. Maxine Hicks, Esq.
DLA Piper LLP (US)
1201 West Peachtree Street
Suite 2800
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
Cherokee County, Georgia records

STATE OF GEORGIA

COUNTY OF CHEROKEE

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR HAWKS RIDGE**

This Third Amendment to the Declaration of Covenants, Conditions, and Restrictions (this "Third Amendment") is made as of the 1st day of January, 2014, by GREY HAWK RIDGE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, d/b/a HAWKS RIDGE DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions, and Restrictions for Hawks Ridge in Deed Book 3628, Page 165, as supplemented in Deed Book 4012, Page 215, and further supplemented in Deed Book 4604, Page 167, as amended in Deed Book 5121, Page 122, and as further amended in Deed Book 5611, Page 230, in the Office of the Clerk of Superior Court of Cherokee County, Georgia (as amended and supplemented, herein referred to as the "Declaration");

WHEREAS, pursuant to the terms of Section 15.2(a), Declarant may amend the Declaration for any purpose; and

WHEREAS, Declarant wishes to amend Section 8.2 of the Declaration to clarify the provisions in the Declaration with respect to Declarant's obligation for the payment of assessments;

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby amends the Declaration as set forth below, and the provisions of this Third Amendment shall be binding upon the Owners of Units within Hawks Ridge and upon the Hawks Ridge Community Association, Inc. (the "Association") in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

ARTICLE 2

Amendment to Declaration

Section 8.2 of the Declaration is hereby deleted and replaced by the following Section 8.2:

8.2 Declarant's Obligation In Lieu of Assessments. During the Class "B" Control Period, the Declarant shall annually pay the difference, if any, between (a) the amount of the assessments levied on all other Units that are subject to assessment pursuant to Section 8.9, and (b) the amount of the actual expenditures incurred by the Association during the fiscal year. The Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. Such payments may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be conspicuously disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

ARTICLE 3

Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:

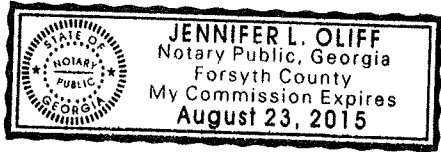
Witness

Notary Public

My Commission Expires:

8-23-15

[Notary Stamp]



DECLARANT:

Grey Hawk Ridge Development Co., LLC, a Delaware limited liability company, d/b/a Hawks Ridge Development Company

By:

Name:

Title:

Joseph J. Jillson (SEAL)
Joseph J. Jillson

