

Georgia, Cherokee County

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Anne M. Reneau
Clerk, Superior Court

Record and Return to:
M. Maxine Hicks, Esq.
Epstein Becker & Green, P.C.
Resurgens Plaza, Suite 2700
945 East Paces Ferry Road
Atlanta, Georgia 30326

Cross-Reference to:
Deed Book 3628, Page 165,
Deed Book 4012, Page 215,
Deed Book 4604, Page 167,
Deed Book 5121, Page 122
Cherokee County, Georgia records

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\$14.00
53195

STATE OF GEORGIA
COUNTY OF Cherokee

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWKS RIDGE

This Second Amendment to Declaration (this "Second Amendment"), is made as of the 16th day of October, 2002, 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 (herein referred to as the "Declaration"), as supplemented in Deed Book 4012, Page 215, and further supplemented in Deed Book 4604, Page 167, and as amended in Deed Book 5121, Page 122, in the Office of the Clerk of Superior Court of Cherokee County, Georgia;

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

WHEREAS, Declarant wishes to amend the Declaration on matters related to the provision of services and facilities for the Members of the Association;

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, the provisions of this Second 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

The following provision is hereby added as Section 4.9 of the Declaration:

4.9 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including the Declarant, to provide such services and facilities. The Association shall be further permitted to require Owners to utilize services delivered by the provider designated by the Association. By way of example but not limitation, the Association shall have the right to designate one trash removal company to provide service for all Units within the subdivision. The costs of services and facilities contracted for or provided by the Association may be funded by the Association through General Assessments or Specific Assessments, depending on whether the service or facility is provided to all Units or only to designated Units. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities to the benefited Unit(s) as a Specific Assessment(s) or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein shall be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

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 Second Amendment the day and year first above written.

DECLARANT:

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

CINDY S. WILDER
Notary Public, Cherokee County, Georgia
My Commission Expires February 28, 2005

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

By:

Name: JOSEPH J. TRUSSARDI
Title: VICE PRESIDENT



Rec 1-16-03