

SPACE ABOVE USED FOR RECORDING INFORMATION)

RETURN TO: SSS
MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GA 30060
(770) 429-1499

CROSS REFERENCE: Deed Book 10071, Page 53

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SEASONS PRESERVE AT HICKORY FLAT**

STATE OF GEORGIA
COUNTY OF CHEROKEE

This Amendment is made on the date hereinafter set forth by COMMUNITY BANK OF THE SOUTH, successor Declarant to SEASONS PRESERVE AT HICKORY FLAT, LLC (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Seasons Preserve At Hickory Flat, LLC, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Seasons Preserve at Hickory Flat on February 12, 2008 in Deed Book 10071, Page 53, Superior Court Records, Cherokee County, Georgia (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant's rights under the Declaration were transferred to COMMUNITY BANK OF THE SOUTH, in an instrument dated February 23, 2012, recorded on April 2, 2012 in Deed Book 11766, Page 249, Records of Cherokee County, Georgia Deed Records; and

WHEREAS, pursuant to authority granted in this Declaration, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, said Declaration is hereby amended as follows:

The existing Article IX (Maintenance Responsibilities) of the Declaration shall be deleted in its entirety and a new Article IX shall be inserted in lieu thereof, said new Article IX to read as follows:

ARTICLE IX
MAINTENANCE RESPONSIBILITY

Section 1. Association's Maintenance Responsibility in General. Except as may be specifically provided otherwise below, the Association shall maintain the Area of Common Responsibility (whether or not constituting Common Areas), including (a) all entry features to the Property, including any monuments, walls, fences, sidewalks that are not on Cherokee County Department of Transportation right of way, landscaping, and electrical and irrigation systems serving the entry features; (b) all aspects of the storm water detention or drainage facilities serving the Property that are not the responsibility of Cherokee County; and (c) all amenities, including the recreational facilities, sidewalks located within the amenity area and open space. In the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the occupant, family, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed to the Owner as a specific assessment. The Association may be relieved of all or any portion of the maintenance responsibilities to the extent that such property is dedicated to any local, state or federal government or quasi-governmental entity and said entity accepts the responsibility for maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board of Directors determines that such maintenance is desirable or necessary to maintain the Community Wide Standards.

All landscaping on Common Areas and maintenance obligations of the Association under this Article shall be performed in such manner and on such timetable as is necessary or desirable to maintain the Community Wide Standards. The Board of Directors, in its sole discretion, may leave portions of the Property as undisturbed natural areas and may change the landscaping at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers.

Section 2. Owner's Maintenance Responsibility. All maintenance and repair of each Lot and all improvements and landscaping located thereon or within any DOT Right-of-Way located between any street curb and the property line of any Lot (the "Right-of-Way") (unless specifically addressed as being the responsibility of the Association in Section 1 above) shall be the sole responsibility of the Owner thereof, who shall maintain and keep in good repair all landscaping, structures and improvements in a manner consistent with the Declaration and the Community Wide Standards. Such maintenance obligation shall include, without limitation, the following: prompt removal of litter and waste; keeping improvements, driveways, roofs and

exterior structures and lighting in good working order and repair and neat and clean condition, complying with all governmental health and police departments; repair of exterior damage to improvements, and regular mowing, edging, fertilization, weed control, maintenance and replacement of the grass, grounds, trees, flowers and shrubbery located on a Lot or within the Right-of-Way.

In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligations hereunder, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the Owner of such Lot at least fourteen (14) days notice and an opportunity to correct the unsatisfactory condition (except in the event of an emergency situation, which shall be solely determined by the Board of Directors, in which case no notice and opportunity to correct shall be required), to enter upon such Lot and correct the unsatisfactory condition. The Owner of the Lot upon which such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the other assessments and charges provides for in this Declaration. In addition, if such costs shall be paid to the Association by such Owner at the same date as the next due Annual Assessment payment, or at such other time, and in such installments, as the Board of Directors shall determine.

Section 3. Damage or Destruction. In the event of the occurrence of any damage or destruction by fire or other casualty to the improvements on an Improved Lot, such damage or destruction shall be repaired or rebuilt, as applicable in all events. All repair, reconstruction or rebuilding of the improvements shall be substantially in accordance with the plans and specifications for such damaged or destroyed improved Lot immediately prior to the occurrence of such damage or in accordance with such differing plans and specifications as are approved for such purpose by the Owner of such Improved Lot and the Board of Directors. The Owner of such damaged or destroyed Improved Lot shall be responsible for insuring that the work of repairing, reconstructing or rebuilding a damaged or destroyed Improved Lot is completed as soon after the occurrence of such damage or destruction as is reasonably practicable, at no cost or expense to the Association.

2.

This Amendment shall take effect as if same had been a part of the Declaration ab initio.

3.

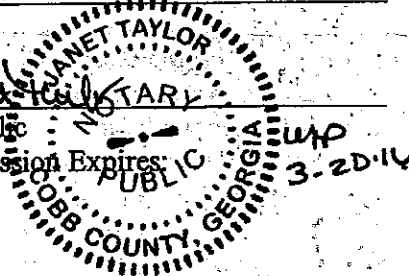
Except as otherwise specifically amended herein, said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by their respective duly authorized representatives on the 23 day of May, 2012.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires: 3-20-14



COMMUNITY BANK OF THE SOUTH

[Signature]

By: Julie C. Poole

Print Name: _____

Title: Group Vice President

Date Executed: May 23, 2012

(BANK SEAL)