

Return to:
D. Wright McLeod
Attorneys at Law
4420 Evans to Locks Road
Evans, GA 30809

Cross-reference with Deed Book 1151, page 676
Cross-reference with Deed Book 1154, page 1807
Cross-reference with Deed Book 1151, page 1679

Book 01321:1042 Augusta - Richmond County
2011043814 11/09/2011 15:50:25.00
\$20.00 DECLARATION RESTRICTIVE COVENA

2011043814 Augusta - Richmond County

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

**AMENDMENT TO THE DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS APPLICABLE TO
SOUTHAMPTON COMMUNITY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions Establishing and Providing for Southampton Community Association, Inc. dated November 6, 2007 is recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Deed Book 1151, page 676 through page 688; and

WHEREAS, COEL Development Co., Inc. and Stephen Beazley Builders, Inc. reserves unto itself, its successors and assigns, the right to amend this Declaration or any portion thereof as it may deem necessary because all lots have not been sold and the rights to amend have not been assigned to the Association; and

WHEREAS, COEL Development Co., Inc. and Stephen Beazley Builders, Inc. desires to amend the Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to Southampton Community Association, Inc.; and

NOW, THEREFORE, for One & 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COEL Development Co., Inc. and Stephen Beazley Builders, Inc. does hereby amend the Declaration of Covenants and Restrictions Establishing and Providing for Southampton Community Association, Inc. dated

November 6, 2007 by amending Article V, to add the following enumerated provisions and restrictions.

Article V

17. Vehicles, Parking and Repair.

All trucks in excess of three-fourths (3/4) ton, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, and other trailers must be parked or stored in a fully enclosed garage or an area not visible from the street or any neighboring property. This prohibition shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to vehicles used in connection with approved construction during the Development Period or thereafter. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to a Parcel for a continuous period in excess of forty-eight (48) hours, unless kept in an enclosure and not visible from the street or any neighboring property. "Inoperative vehicles" is meant to include, but is not limited to, vehicles without a license plate, vehicles that have not moved for fourteen consecutive days, uninsured vehicles, vehicles that do not comply with state law or any county or local ordinance governing the use of the vehicle on a public roadway, or is obviously inoperable. All repair of vehicles, including automobiles, trucks, motorcycles and all other motor vehicles must be done in a fully enclosed garage or a screened area not visible from the street or any neighboring property. The Board may promulgate additional rules regulating the use, repair, storage and parking of vehicles, watercraft and equipment.

AND amending Article VI, Paragraph 2 by deleting it in its entirety and replacing it with the following:

Article VI

2. Enforcement

In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of the Property, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing the Company shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

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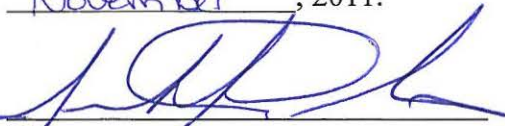
Book 01321:1044 Augusta - Richmond County
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If any vehicle is parked on any portion of the Property in violation of the Covenants or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a violation occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

This Amendment is made and entered into this 3rd day of November, 2011.

Sworn to and subscribed
Before me this 3rd day of
November, 2011.


Witness

Notary Public

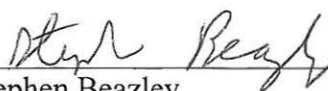
My commission expires: July 15, 2014



COEL Development Co., Inc.


Bill B. Beazley (L.S.)
As its: President

Stephen Beazley Builders, Inc.


Stephen Beazley (L.S.)
As its: President

Filed in this office:
Augusta - Richmond County
11/09/2011 15:50:25.00
Elaine C. Johnson
Clerk of Superior Court