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Book 01510:0815 Augusta - Richmond County
2015047631 11/25/2015 10:58:33.00
\$16.00 DECLARATION RESTRICTIVE COVENA



2015047631 Augusta - Richmond County

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**AMENDMENT TO THE DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO
SOUTHAMPTON**

WHEREAS, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four -A 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, as subsequently amended; 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 Section One and Section Four – A, as subsequently amended; 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 Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One

and Section Four-A, as subsequently amended, dated November 6, 2007 by deleting Article VI, Paragraph 2 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, Resident, agent, or guest of such Owner, the Owner of any Lot, the Company, or the Association 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 Owner of any Lot, Company or Association 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.

The Board shall additionally have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations.

The Board or its designee may also enter upon any portion of the Property, including a Lot, in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and Lot subject to the violation.

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.

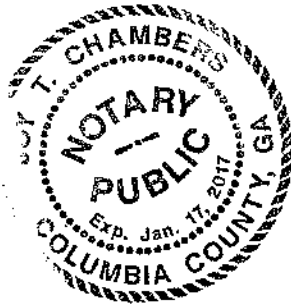
The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

This Amendment is made and entered into this 17th day of November, 2015.

Sworn to and subscribed
Before me this 17th day of
November, 2015.

Julie C. Arnes
Witness

Joy I. Ca
Notary Public
My commission expires: 1-17-17



COEL Development Co., Inc.

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

Stephen Beazley Builders, Inc.

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

Filed in this office:
Augusta - Richmond County
11/25/2015 10:58:33.00
Elaine C Johnson
Clerk of Superior Court