

After Recording Return to:
Derek S. Poarch
Bray & Johnson Attorneys
10 North Street
Canton, Georgia 30114
File #26224

Cross Reference to
Deed Book 6717, Page 2

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SMITHWICK CROSSING**

STATE OF GEORGIA
COUNTY OF CHEROKEE

This Amendment to Declaration of Covenants, Restrictions and Easements for Smithwick Crossing (hereinafter referred to as this "Amendment") is made effective as of this 9th day of March, 2007, by **SMITHWICK CROSSING, LLC**, a Georgia Limited Liability Company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Smithwick Partners, LLC filed that certain Declaration of Covenants, Restrictions, and Easements for Smithwick Crossing on the 23rd day of November, 2003, recorded at Deed Book 6717, Page 2-25, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration in certain specific regards in accordance with its rights contained in Paragraph 9.02 of Article IX of the Declaration.

NOW THEREFORE, Declarant does hereby provide as follows:

1.

Notwithstanding any other language or provision to the contrary in this Amendment, the Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Paragraph 6.03 of Article VI is hereby deleted and replaced by the following:

“Resubdivision of Property No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot (the Combined Lot) for construction of a single Lot thereon provided, however, that such Combined Lot may not be subdivided thereafter, and, provided further that the Owner of the Combined Lot shall be responsible for annual and special assessments of one (1) Lot irrespective of the number of original Lots that make up the Combined Lot.”

2.

Notwithstanding any other language or provision to the contrary in this Amendment, the Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Paragraph 6.17 of Article VI is hereby deleted and replaced by the following:

“Animals With the exception of original Lots 38, 39, 40 and 41, no agricultural animals may be kept on any Lot and no animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. Horses shall be allowed on original Lots 38, 39, 40 and 41. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.”

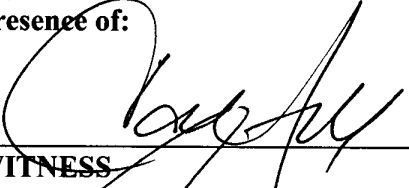
3.

Declarant hereby certifies that this Amendment to the Declaration has been duly approved by the Declarant and does not require the approval of other Owners or mortgagees, and shall be effective upon the latter to occur of the recordation hereof in the deed records of Cherokee County, Georgia or the date of execution shown above.

[CONTINUED ON NEXT PAGE]

This Amendment to the Declaration of Covenants, Restrictions, and Easements for Smithwick Crossing has been executed by the duly authorized Operations Manager on the day and year first above written.

Signed, sealed and delivered in the presence of:

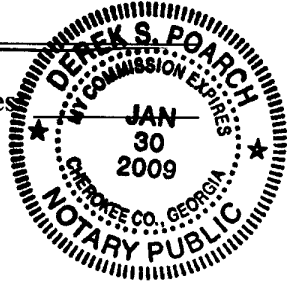


WITNESS

GRANTOR:
SMITHWICK PARTNERS, LLC

By:  (SEAL)
Dennis T. Floyd, Managing Member

NOTARY PUBLIC
My Commission Expires



(60827/dp)

