

STATE OF GEORGIA
COUNTY OF COBB

Deed Book 15718 Pg 5194
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2020-0029854
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



Return To:
All-In-One Community Management
Attn: Nick Desenberg
5200 Dallas Hwy, Ste 200, #266
Powder Springs, Georgia 30127
(678) 363-6479

Cross Reference: Deed Book 5019, Page 339.

(Space Above Reserved for Recording Data)

AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HAMPTON GLEN

This Amended & Restated Declaration of Protective Covenants, Conditions, and Restrictions ("Declaration") is made on the date hereinafter set forth by Hampton Glen Homeowners Association, Inc. ("Association").

WITNESSETH:

WHEREAS, Firstmark Development Corporation, recorded that certain Declaration of Protective Covenants Conditions, and Restrictions for Hampton Glen Subdivision on the 1st day of August, 1988, at Deed Book 5019, Page 339, et seq. as may have been amended from time to time, in the records of Cobb County, Georgia ("Original Declaration");



WHEREAS, Article IX, Section 7(d) of the Original Declaration provides for amendment of the Original Declaration by written agreement of at least seventy-five (75%) percent of the Hampton Glen Lot Owners;

WHEREAS, the Owners wish to amend the Original Declaration, including submitting it to the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq. ("Act");

WHEREAS, at least seventy-five (75%) of the Owners of Lots have agreed in writing to the Amendment, as certified to by the attached signature of the Association's representative(s); and

WHEREAS, the following amendments are not material with respect to first mortgagees in that the amendments do not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines the amendments or a portion of the amendments materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to the amendments, then the amendments so determined by the court shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then for those amendments so determined by the court the corresponding provisions of the Original Declaration prior to this amendment shall control with respect to the affected first mortgagees.

NOW, THEREFORE, the Original Declaration is amended in its entirety (except as to the provisions incorporated by reference in Article II of this Restated Declaration) and the following is simultaneously substituted therefore:

THIS AMENDMENT TO THE DECLARATION HEREBY SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTIONS 44-3-220, ET. SEQ.

CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

ARTICLE I
DEFINITIONS

"Association" shall mean and refer to Hampton Glen Homeowner's Association, Inc., its successors and assigns.

"Board" shall mean and refer to the Board of Directors of the Association.

"Common Area" shall mean all real and personal Property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

"Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the Bylaws and Articles of Incorporation of the Association.

"Declaration" shall mean, in addition to this document, the covenants, conditions, restrictions and easements and all other provisions herein set forth as may be amended from time to time.

"Lot" shall mean and refer to a platted portion of the Property other than the Common Area intended for independent use or ownership. The term "Lot" shall include within its meaning, but shall not be limited to, a numbered parcel identified on a plat of the Property recorded in the Public Records which is intended for independent ownership and shall, for all purposes, include the residence located thereon.

"Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

"Person" shall mean and refer to any natural Person, corporation, partnership, Association, trust or other legal entity, or any combination thereof.

"Property" shall mean and refer to all tract or parcel of land lying and being located within the Hampton Glen Subdivision as depicted on plats recorded in Plat Book 125, Page 61, Plat Book 126, Page 26 and Plat Book 129, Page 25, Cobb County, Georgia records, as may be supplemented or amended.

"Structure" shall mean and refer to:

(A) A thing or object, the placement or removal of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters, including any house trailer or any other temporary or permanent improvement to such Lot.

(B) Any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot, and any change in grade at any point on a Lot of more than six (6) inches.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

All real property previously subjected to the Original Declaration is hereby included by reference thereto, and by the recording of this Declaration, is subject to the covenants and restrictions hereafter set forth, and which is held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered. All said property is hereby submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as such act may be amended from time to time.

**ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE (ACC)**

Section 1. Purpose, Powers and Duties of the Architectural Control Committee:

- (A) The purpose of the Architectural Control Committee ("ACC") is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the ACC. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. Should the ACC or the Board determine that an Owner is in violation of the standards established by the ACC or of the Covenants and Restrictions contained herein; the Board shall have the right to assess said Owner a fee for non-compliance for so long as the violation exists. Unless otherwise stated in specific covenants, the fee will be determined based on a schedule of violations to be prepared by the ACC and/or the Board. In the event said schedule has not been prepared or a violation is not listed on said schedule, the assessment shall be twenty-five dollars (\$25.00) per day. Each day a violation exists shall constitute a separate violation and shall result in an additional assessment charged to an Owner who is non-compliant with the ACC's standards and/or the Covenants and Restrictions contained herein. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article VI of this Declaration.
- (B) To preserve the architectural appearance of the neighborhood, no construction or placement of Structures or other improvements or changes of any nature whatsoever shall be commenced or maintained by any Owner, his family, tenants, visitors, guests, servants and agents with respect to the exterior of any house or with respect to any other portion of any Lot or other parcel of land located on or annexed as a part of the Property, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, fences, swimming pools, tennis courts, greenhouses, playhouses, garages, guest quarters or other outbuildings, nor shall any exterior addition to or change or alteration thereof be made, unless and until the Owner of the Lot or parcel, or his authorized representative shall submit an application to the ACC describing the plans and specifications of the Improvement, which application will describe the nature, color, type, shape, height, materials and location of the intended Improvement. Said application must be submitted to the ACC for its review and approval no less than thirty (30) days prior to the commencement of initiation of any Improvement. This Section B shall not apply to the routine maintenance of pre-existing structures, including but not limited to, exterior painting or roofing when the same color is used or other routine work that does not change the appearance of the structure.
- (C) Temporary Improvements shall not require ACC approval so long as the temporary Improvement is removed within forty-eight (48) hours of its initial construction and/or

- placement on the Lot or parcel. However, under no circumstances shall any temporary Improvement be placed or constructed on a Lot or parcel if said temporary Improvement would interfere with vehicular traffic or represent a nuisance or pose a danger to the public health, safety, welfare, and morals of the residents and visitors to the Property.
- (D) The ACC shall have the sole authority to determine whether an application and accompanying plans and specifications submitted for approval are complete and include all required information necessary for the ACC to render a decision regarding an intended Improvement. The ACC shall have sole authority to approve or deny an application and the intended Improvement contemplated thereby. Within thirty (30) days of its receipt of an application, the ACC shall provide a written "Notice" to an Owner informing said Owner that the application is either complete or incomplete. If deemed incomplete, the ACC will specify the nature and type of information necessary to complete the application, which will remain tabled until such time as the Owner has provided the requested information. If no 'Notice' is provided to an Owner within the 30-day period indicating that the application is either complete or incomplete, the application shall be deemed complete. After the 'Notice' is sent indicating incompleteness and requesting additional information from Owner, the ACC shall have an additional 30 days to make its determination as to whether to approve or disapprove the application upon receipt of additional application information and notify the applicant that the intended Improvement is either approved or disapproved. If the ACC does not provide such notice to the applicant within the 30-day time frame, the application and Improvement shall be deemed approved by default without further action by the ACC or the Owner.
- (E) In rendering its decision, the ACC will consider whether (1) the intended Improvement is permissible under the Covenants and Restrictions promulgated by the Association as set forth in the Declaration as may be amended, (2) the Improvement would interfere with vehicular traffic or represent a nuisance or pose a danger to the public health, safety, welfare, and morals of the residents and visitors to the Property, (3) the intended Improvement enhances, maintains, or detracts from the aesthetic character of the Property, (4) the Improvement conforms to current architectural standards of the neighborhood and Property, (5) the benefits of the Improvement to the Owner outweigh any detrimental effects on surrounding properties or the Property, (6) the Improvement is intended to accommodate a disability of an Owner or his or her family members, guests, and other visitors, and (7) the Improvement is required by law or regulations which supersede those contained in this Declaration. Additionally, the ACC may, but is under no obligation to evaluate any other factors it determines may be necessary to reach an informed decision.
- (F) If an Owner or his tenant or other resident, or their guests or visitors initiate, commence, or maintain or cause to initiate, commence, or maintain any Improvement to a Lot without the written approval or approval by default of the ACC, the Board shall levy an assessment of not less than twenty-five dollars (\$25.00) per day against the Owner which assessment shall accrue daily until either the Owner receives written approval for the Improvement by the ACC after submission of a completed application, or (2) the Improvement is removed. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article VI of this Declaration.
- (G) Any assessment provided for in this Article III of the Declaration, together with interest thereon and costs of collection thereof, as provided herein, including reasonable attorney's fees and litigation expenses, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the Personal obligation of the Person who was the Owner of such Lot at the time when a violation occurred. The Personal obligation of an Owner for assessments hereunder shall not pass to his successors in title unless the

successor in title allows the violation to continue after being provided notice of such violation by the ACC or Board, or unless expressly assumed by the successor in title. Any such assessments and associated charges that are not paid within thirty (30) days after notice to the Owner by the Board or ACC shall be delinquent. In the event such assessments and associated charges remain unpaid after thirty (30) days, the Association may pursue any and all remedies for collection of delinquent assessments as provided for in Article VI of this Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner of a Lot, which is subject to this Declaration, shall be a mandatory member of the Association. The foregoing is not intended to include Persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights.

Every Person who is an Owner shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one Person is a Class A member by virtue of an Ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such Persons and in an attempt by two or more of them to cast the vote of such Lot, such Persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall be automatically suspended upon the member's failure to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such suspension, and there will be no refund for assessments paid for periods falling after the date of such suspension.

ARTICLE V PROPERTY RIGHTS

Section 1. Members Easement and Right of Enjoyment.

Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the common area. Including, without limitation, the right of pedestrian but not vehicular access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (A) The right of the Association to adopt and publish rules and regulations governing the use of the Common Area.
- (B) The right of the Association to borrow money for the purpose of improving the common area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and upon the assent of two-thirds (2/3) of the Class A members to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of any Owner, or the holder of any mortgage, irrespective of when executed.
- (C) The right of the Association to dedicate or transfer all or any part of the Common Area to any

public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A members, agreeing to such dedication or transfer has been recorded.

(D) The easements reserved in Article VIII of this Declaration.

Section 2. Declaration of Use.

Any Owner may delegate, in accordance with the Bylaws, his right of use and enjoyment in and to the Common Area and the improvements thereon to the members of his family, his tenants, guests and invitees, so long as mandatory dues and assessments have been paid in full for the calendar year by May 1. Any Owner whose dues remain unpaid after May 1 of the current year is banned from using the Common Areas and facilities until all dues and assessments, late fees, accrued interest, and costs of collection, including any attorney's fees and costs of litigation, have been paid in full. Late fees and interest will not begin to accrue until 12:01 AM on May 16 of each calendar year. Any damages, including but not limited to vandalism, theft, and destruction of Property, to the Common Areas caused or permitted by an Owner, his family members, tenants, guests, and invitees shall result in an assessment and/or fine and cost of replacement of damaged items being assessed against the Owner, and loss of use of Common Area facilities by the Owner, and possible criminal prosecution against the Owner and/or others causing damage to the Common Areas. The following are the rules of conduct for the Common Areas and facilities located thereon:

- (A) **Pool Area.** Only Owners or lawful tenants and their respective family members and invited guests are allowed in pool area. Owners or lawful tenants are responsible for conduct and actions of family members and guests. Every Owner or lawful tenant shall receive a key or code from the Association or Management Company to the pool area upon taking up residence in the community. Every Owner or lawful tenants and their respective family members and invited guests agree to abide by pool rules and/or direction given by the Pool Monitor /Lifeguard. Failure to follow pool rules or direction by Pool Monitor/Lifeguard may result in expulsion from use of the pool and pool area for the remainder of the calendar day and any additional time period determined by the Pool Monitor/Lifeguard and Board of Directors.
- (B) **Grounds.** Grounds are for pedestrian traffic only. No motorized vehicles, bicycles, skateboards, or skates are permitted beyond the parking Lot. All dogs must be on a leash and Owner is responsible for removing pet waste per Cobb County law. All Common Areas open at 7:00 AM and close at 10:00 PM unless otherwise posted.
- (C) **Parking Area.** Owners' overnight visitors are permitted to use the clubhouse parking lot to maintain compliance with no overnight street parking. Parking in the clubhouse parking lot is limited to Owners or their bona fide tenants, guests, and visitors. No such owner, guest or visitor shall park in the clubhouse parking lot for longer than twenty-four (24) consecutive hours and/or one night without the Owner or his bona fide tenant receiving express permission from a Board member after a request for same, which permission shall not be unreasonably withheld. Any request for such permission must include the names and addresses of the owner, visitors, registration of the vehicle, and estimated length of stay.
- (D) **Tennis Courts.** Tennis courts are limited to use by Owners or lawful tenants and their respective family members and invited guests. Tennis courts are restricted to use for tennis only. No skates, bikes, scooters etc. are permitted on the courts. Every Owner or lawful tenant shall receive a key or code from the Association or Management Company to the tennis courts gate upon taking up residence in the community.

ARTICLE VI ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments, and (2) special assessments for capital improvements, and (3) specific assessments to include fines; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees actually incurred, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, actually incurred shall also be the personal obligation of the Person who was the Owner of such Lot at the time when an assessment became due and payable. The Personal obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed personally by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for promotion of the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Common Area and improvements thereon, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments.

It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated common expenses of operation of the Association for the coming year. Such budget is to include a capital contribution or reserve account in accordance with the capital needs of the Association. This budget shall include expenses relating to the Common Area and to the upkeep, repair, and maintenance and operation of the swimming pool, tennis courts and ancillary facilities. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than twenty-one (21) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by the members present and entitled to cast votes. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget, at any time proves inadequate for any reason, the Board may call a special meeting of the Association for the approval of a special assessment.

Section 4. Special Assessment.

In addition to the annual assessments authorized in Section 3 above, the Association may levy, in any assessment year, special assessments for the Common Expenses applicable to that year only, provided that any such assessment shall require the affirmative assent of a majority of the votes of the Lot Owners in Person or by proxy at a meeting duly called for such purpose, and so long as such assessment applies to the appropriate category therefore.

Section 5. Notice for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Said notice shall provide the date, time, and location of the meeting.

Section 6. Rate of Assessment.

Annual and special assessments must be fixed at a uniform rate for all Lots on an annual basis.

Section 7. Certificate of Assessments.

The Association shall, upon demand, and for a reasonable charge, not to exceed ten dollars (\$10.00), or such higher amount as allowed by the Act, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. If the Association fails to respond to any such request within ten (10) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same manner as provided for notices in Article X, Section 6 hereof.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association.

Any assessments not paid when due shall be delinquent. Any assessments not paid within fifteen (15) days after the due date shall be charged a 10% late fee. Simple, annual interest at the rate of 10% shall accrue upon the unpaid balance of the assessment beginning on the sixteenth (16th) day after the due date. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law and/or equity against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Lot. Any interest, costs, litigation fees and expenses, and reasonable attorney's fees attributable to any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner Personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real Property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to purchase any Lot at any sale and convey the same for the purpose of protecting its lien. No Owner may waive or otherwise escape liability for the assessments and other charges provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. Notwithstanding the preceding sentence, an Owner may give to the Association a deed in lieu of foreclosure or other action on a lien, subject to acceptance of the deed by the Association.

Section 9. Subordination of Lien to First Mortgages.

The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said Property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefore.

Section 10. Exempt Property.

The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (A) All properties to the extent of any easement or other interest therein dedicated and accepted by a governmental or quasi-governmental authority, including entities statutorily provided the right to exercise the power of eminent domain, and devoted to public use.
- (B) All Common Areas
- (C) All properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions contained herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 11. Effect of Delinquency.

Any Owner whose dues remain unpaid after May 1 of the current year, or who fails to pay fees as assessed under this Declaration is banned from using the Common Areas, including but not limited to the swimming pool, tennis courts and ancillary facilities, until all dues and assessments, late fees, interest, and costs of collection, including any attorney's fees actually incurred, and cost of litigation, have been paid in full. The Association may enforce its rights hereunder by prosecuting an action for trespass against an Owner or lawful tenant or by any other means available at law or equity to the Association. The costs of initiating and prosecuting any such action shall be added to the assessment due and payable by the Owner.

**ARTICLE VII
MAINTENANCE OF ASSETS**

Section 1. Association's Responsibility.

Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of:

- (A) All roads, driveways, walks, parking areas and buildings and other improvements situated within the Common Area,
- (B) Such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area, and
- (C) All lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Section 2. Owner's Responsibility.

Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration.

**ARTICLE VIII
EASEMENTS**

Section 1. Utility Easements.

There is hereby created in favor of the Association, an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewer, gas, telephone,

electricity, television cable or other communication or transmission lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section 1, no sewer, electrical line, water line or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

The following Covenants and Restriction shall apply to all Lots and to all Structures erected or placed thereon.

Section 1. Residential Use.

All Lots shall be restricted exclusively to single-family residential use.

Section 2. Common Area.

The Common Area shall be used by the Owners and their agents, employees, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association.

Section 3. General Lot Upkeep.

- (A) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property or any individual Lot. Owners in violation of this Section 3 shall receive a letter from the Board providing said Owner ten (10) days to remove the materials causing said violation. If, after ten days, the debris remains on the Property, the Board shall assess the Owner the initial sum of fifty dollars (\$50.00) for the Owner's failure to remove the offending material. The Board shall assess an additional fee of ten dollars (\$10.00) a day for each day the violation continues unabated. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article V of this Declaration.
- (B) Trash must be placed in proper receptacles when at curb. Trash receptacles and bagged trash must not be placed at the curb for more than 24 hours. Trash receptacles must be placed behind the house or in a place in which the receptacles cannot be seen from the street.
- (C) Lawns shall not exceed a grass height of 6". Hedges and bushes should be trimmed and neatly maintained. Gutters should be free of debris and well-draining. Roofs shall be clear of excessive leaf debris. Lawns shall be kept clear of excessive debris. Driveways should be maintained to the community wide standard.
- (D) Owner will be responsible for removing dead trees on their property or trees that are considered dangerous by an opinion of 2 certified arborists.
- (E) Owners in violation of this Section 3 shall receive a letter from the Board providing said owner five (5) days to correct the violation. If, after five days, the issue remains, the Board shall assess the Owner the initial sum of fifty dollars (\$50.00) for the Owner's failure to comply. The Board shall assess an additional fee of ten dollars (\$10.00) a day for each day the violation continues unabated. Failure to pay such assessed fee shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article V of this Declaration. Mailboxes must be maintained to the community wide standard.

Section 4. Erosion Control.

No activity which may create erosion or silt problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property unless approved by the ACC as being necessary to the construction or placement of an Improvement on a Lot. In which case, any measures necessary to ameliorate any erosion or silt problems shall be implemented by the Owner at his sole expense. Any harm or damage to other Lots or locations on the Property shall be the sole responsibility of the Owner notwithstanding the ACC's approval of the Improvement that caused such harm or damage.

Section 5. Signs.

No signs whatsoever shall be installed, altered or maintained on any common area or Lot or on any portion of a Structure visible from the exterior thereof, except:

- (A) Such signs as may be required by legal proceedings.
- (B) Not more than one "For Sale" or "For Rent" sign per Lot. In no event shall any such sign be larger than six (6) square feet in area.
- (C) Directional signs for vehicular or pedestrian safety.
- (D) Political signs announcing or supporting the candidacy of Persons for elective office in federal, state, or local elections which sign(s) may be displayed within 30 days of a primary, special, or general election, and must be removed within 3 days after the election for which the sign was posted has occurred. Any such sign or signs are limited to a total of six (6) square feet of display area in the aggregate.
- (E) Entry signs used to identify the subdivision, and marketing signs in conjunction with brochure holders used to advertise the sale of any home. After sale of said Property, the sign located thereon shall be removed immediately.

Section 6. Fences.

Installation of fences of any kind must be approved upon application to the ACC as required by Article II of this Declaration. Owners must submit fence requests to the ACC, in writing, indicating the style and location of the proposed fence. No exceptions are permitted. The approval process described in Article II of this Declaration shall govern and apply, subject to the following conditions:

- (A) No chain link, cyclone fences, or other wire fences may be placed on the Property.
- (B) Fences must not exceed six (6) feet in height.
- (C) Fences should be uniform in style within Lot or as approved by the ACC. In certain situations where the property backs up to the woods and the ground is frequently covered in water, the ACC may grant special consideration for an alternate type wooden/wire fence if it will not detract from the property or neighboring property.
- (D) Good side of fence must face out toward neighbor and street.
- (E) Fences should originate at rear corners of the house with exceptions being submitted to the ACC for review and decision.
- (F) Fences must remain natural or be painted to match house or trim color only, excluding shutter color. Fences may be sealed and/or stained natural wood colors to protect and prolong the life of the fence and preserve the aesthetics of the fence.
- (G) If placed upon Property lines, Owner(s) of the Lot(s) adjacent to the Property line(s) must give express written approval. Absent the express written approval of any adjoining Lot Owner, fences shall not be erected on Property lines but can be erected within Property line of Lot Owner erecting fence.
- (H) Man-made barriers, contiguous or otherwise, (including, but not limited to, lattice screens, retaining walls, and the like, excluding fences) shall not be greater than eight (8) feet in height.

- (I) No back-to-back fences will be allowed. If an Owner wishes to fence in their Property with a six-foot fence, but a neighbor to one side currently has a four-foot fence, the Owner must either join his fence to the neighbor's fence at the corners, or get written permission from the neighbor to take down that portion of fence and put up the six-foot fence. That portion of the fence replaced or joined will then become common Property of both the Owner and neighbor.
- (J) The Board shall have the right to assess a fee against any Owner who erects any fence without the prior approval of the ACC. Absent a showing of good cause for non-compliance by an Owner in violation of these restrictions; the Board shall assess five hundred dollars (\$500.00) for the initial violation. If the Owner in violation does not remedy the violation within sixty (60) days, the Board shall assess the Owner the amount of fifty dollars (\$50.00) per day beginning on the 61st day for each day the violation continues. Each day shall constitute a separate violation and shall result in an additional assessment charged to an Owner who is non-compliant with the Covenants and Restrictions contained in this Section 6. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article V of this Declaration.

Section 7. Recreational Vehicles, Trailers, etc.

Recreational vehicles, trailers, campers, boats, trucks, (except pickups and vans), or any such equipment must be parked in the extreme rear of the Property with sufficient natural cover erected to shield same from being visible from the street. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen days. No Owner or occupants of any Lot or parcel of land shall repair or restore any vehicle of any kind upon any Lot or parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. If an Owner is in violation of this covenant, the Association will provide written notice giving said Owner ten (10) days to remove said violation. If the Owner does not remove the vehicle within ten (10) days, the Board shall assess a fee of fifty dollars (\$50.00) for non-compliance against the Owner at the end of the 10 day period and shall assess an additional fee of ten dollars (\$10.00) per day for each day the violation is not removed. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article V of this Declaration.

Section 8. Recreational Equipment.

Playground equipment, hereby defined as playgrounds, swing sets, and trampolines etc., shall be placed in back of the home so as to be out of view of the street whenever possible. Basketball goals are permitted so long as they are free standing and not attached to the home. All equipment must be maintained and kept in good condition. Prior to its installation on any Lot, any Recreational Equipment that can be viewed from the street must be approved by the ACC in accord with Article II of this Declaration.

Section 9. Accessory Structures.

If a detached accessory Structure has been approved by the ACC in accord with Article II of this Declaration, it may be placed on a Lot to be used for a playhouse, tool shed, doghouse or a garage. Such accessory Structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory Structure placed on a Lot shall be placed on a Lot in a location approved by the ACC and whenever possible, in a location so as to limit view of accessory structure from street. Such accessory Structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning laws.

Any outside lighting must not direct artificial light into any adjacent or neighboring Lot without the written permission of the Owner of that Lot. However, indirect lighting of or reasonable illumination of adjacent or neighboring Lots may be acceptable if such lighting does not negatively impact the

neighboring Owners' use and enjoyment of their Lots.

Section 10. Improvement of Lots.

All construction of primary dwelling, accessory Structures and all other improvements in Hampton Glen Subdivision shall be undertaken and completed in accordance with the following conditions:

- (A) All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable government agencies and authorities.
- (B) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory Structure constructed or placed on any Lot.
- (C) Only one mailbox shall be located on any Lot and must be consistent with the quality, style and design of the other Lots. All mailboxes must be maintained by the homeowner and must not be allowed to become unsightly. If said mailbox is damaged, the homeowner must repair or replace the mailbox with a mailbox that as close as possible resembles the same style, color and model as was installed by the Association in 2005. Any mailbox replacement must first be approved by the ACC in accord with Article II of this Declaration.
- (D) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials, equipment or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory Structure on such Lot. Nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonable necessary to install or construct the dwelling, improvement, or accessory Structure. In no event shall the material, equipment, or devices remain on a Lot past the expiration date of a governmental permit for said installation or constructions, as may be extended by the appropriate governmental agencies.
- (E) No exposed above-ground tanks for the storage of fuel or any other substance shall be located on any Lot. The allowed exceptions are: apparatus relating to solar energy, the location and design of which must first be approved by the ACC in accord with Article II of this Declaration; and water barrels for collecting rain or downspout water whose design and location must first approved by the ACC in accord with Article II of this Declaration. Water wells may be placed in the rear of the Property if properly shielded from the street and approved by the ACC.
- (F) Parking is only allowed in the paved driveway or adjacent hardened surface of each Lot. Parking on any other portion of a Lot is not allowed. Any addition to parking area must be approved by the board. No overnight street parking shall be permitted except for special occasions and temporary overflow. No double parking is permitted at any time. If overnight street parking is needed for special occasion or temporary overflow, the car must be parked in the direction of travel, in front of the appropriate home, along the curb and not obstructing the flow of traffic or blocking a driveway or fire hydrant.
- (G) All garages must have doors, and each garage door must match and be coordinated in design and color with the dwelling to which it is appurtenant. Any damaged garage doors must be repaired within thirty (30) days.
- (H) The Owner of a Lot upon which any construction occurs shall be solely and wholly responsible for any risks associated therewith, and shall be solely liable for any damage to any property, real or personal, private or public, that arises from or is connected with said construction. Repairs to any roads, driveways, sidewalks, or any other damaged Property must be made within thirty days after completion of the construction that caused the damage.
- (I) Tool sheds must be painted to match the house. Metal sheds are not permitted. All sheds must be pre-approved by the ACC as provided in Article II of this Declaration
- (J) Swimming pools must be installed in ground and pre-approved by the ACC as provided in Article II of this Declaration. No above ground swimming pools are permitted.
- (K) Tennis courts must be regulation size and pre-approved by the ACC as provided in Article II of this Declaration.
- (L) Hot tubs must be pre-approved by the ACC as provided in Article II of this Declaration.

Section 11. Accessory Structures Installed by Developer.

Entry signs, fences, and walls installed by the developer on the Property shall be and are hereby dedicated to the use and benefit of all Owners, and shall not be removed or altered without a two-third (2/3) majority vote of the Association's Class A members.

Section 12. Miscellaneous Fixtures.

To provide a neat, attractive and harmonious appearance throughout the neighborhood, the following restrictions apply:

- (A) No awnings, shades or window boxes shall be attached to, or hung from the exterior of any wall, window or door of any home on any Lot.
- (B) No foil or other reflective materials shall be used on any windows or sunscreens, blinds, shades or for any other purpose. No plastic coverings meant to seal out cold are allowed on exterior windows or doors.
- (C) Satellite dishes should be placed as far back as possible so as not to be an eyesore when viewed from the street.
- (D) No window mounted heating, air-conditioning or fan units are permitted on the primary structure. Any unit installed on a detached structure must be on the rear of the structure and not visible from the street.
- (E) Any clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any Lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall within the Property.
- (F) All roofing must be composed of composite or similar shingles and must be a shade of black. All plans for replacing current roofing along with color and style samples for new roof materials must be submitted to the ACC for approval pursuant to Article II of this Declaration. The Board shall have the right to assess a fee against an Owner who does not receive approval from the ACC prior to installation of new roofing. Any homeowner not complying will be assessed a fee one thousand dollars (\$1,000.00). If only a portion of the roof needs repair, the patch must match the existing roof shade exactly. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article V of this Declaration.

Section 13. Animals.

No animals, including birds, insects and reptiles, may be kept on any Lot unless kept solely as household pets. No breeding or other commercial uses of said animals are permitted on any Lot. An animal not permitted to be kept as a household pet under federal, state or local law or regulation shall not be permitted on any Lot. Except for animals trained and used for assistance of Persons with disabilities, no animals are permitted in the swimming pool area or on or around the tennis courts. No animals of any type are permitted in the swimming pool. No animal shall be permitted to become a nuisance. Any nuisance must be abated by the Owner or tenant of the Lot whereon the animal is kept within seventy-two (72) hours after notification of same from the Board. Any nuisance not abated with the 72 hour time period, or any nuisance that recurs within 72 hours of any previous abatement may result in action by the Board to have the animal removed from the Lot in addition to an assessment of a fee for failure to comply with this restriction. All dogs must be on a leash and under the control of their Owners when not on the Lot or Property upon which the dogs are normally kept. Excessive barking that disturbs neighbors is not permitted and shall be considered a nuisance under these Declarations. Pet waste removal is the responsibility of the Owner. Failure to do so is considered a nuisance under these Declarations.

Section 14. Leasing Restrictions.

Leasing within the Community is restricted as pursuant to the terms contained in **Exhibit "A"**, which is attached hereto and incorporated herein.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement.

The Association, ACC, and any homeowner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within ten (10) days after delivery of written notice of such violation or breach. Any assessment provided for in any Article of this Declaration together with interest thereon and costs of collection thereof, as provided herein, including reasonable attorney's fees actually incurred, and litigation expenses, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the Personal obligation of the Person who was the Owner of such lot at the time when a violation occurred. The Personal obligation of an Owner for assessments hereunder shall not pass to his successors in title unless the successor in title allows the violation to continue after being provided notice of such violation by the ACC or Board, or unless expressly assumed by the successor in title. Any such assessments and associated charges that are not paid within thirty (30) days after notice to the Owner by the Board or ACC shall be delinquent. In the event such assessments and associated charges remain unpaid after 30 days, the Association may pursue any and all remedies for collection of delinquent assessments as provided for in Article V of this Declaration. The Association shall have the right to levy a fine for any violation of this Declaration or other governing documents including architectural infractions, and such fine shall be considered a specific assessment. In the event an assessment for a violation of the provisions of this Declaration has not been specified herein, the assessment shall be twenty-five dollars (\$25.00) per day. Each day a violation exists shall constitute a separate violation and shall result in an additional assessment charged to an Owner who is non-compliant with the standards, covenants, and restrictions contained in this Declaration. The Board may establish a schedule of fees for violations of the standards, covenants, and restrictions by amending this Declaration as provided herein. Failure to pay such assessed fees shall be considered a delinquency and result in the loss of the Owner's use of the Common Areas until paid as further outlined in Section 11 of Article VI of this Declaration.

Section 2. Severability.

If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence; clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be constructed as if such invalid part was never included therein.

Section 3. Headings.

The heading of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expirations of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the public records of Cobb County, Georgia.

Section 5. Rights and Obligations.

Each grantee of the Owners, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices.

Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President or to the ACC. Any Owner may designate a different address for notices to him by giving written notice to the Association.

Section 7. Amendment.

This Declaration may be amended unilaterally at any time by the Board under the following conditions:

- (A) If such amendment is necessary to bring any provision hereof into compliance with any applicable government statute, rule or regulation or judicial determination which shall be in conflict herewith.
- (B) If such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration.
- (C) If such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan or life insurance company, or by a governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration.
- (D) If such amendment is necessary to enable any government agency or insurance company to ensure mortgage loans on the Lots subject to this Declaration.

Notwithstanding the preceding Subsections A through D, this Declaration may be amended at any time by an agreement signed by at least sixty six percent (66%) of the record Owners of the Lots. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing. Any such amendment shall not become effective until the instrument evidencing such change has been filed of

record in the public records of Cobb County, Georgia. Every purchaser or grantee of any interest in any real Property made subject to this Declaration, by acceptance of a deed, agrees this Declaration may be amended as provided for under this Section 7.

Section 8. Failure of Enforcement.

In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the Owner of any Lot, then the Owner of any other Lot shall have the right to file an action in the Superior Court of the county where the Property is located for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 9. No Waivers.

In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 10. Conflicts & Order of Law.

If there are conflicts or inconsistencies between the provisions of the Act, other Georgia law, the Articles of Incorporation, the Declaration and the Bylaws, the provisions of the Act, other Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized representatives of the Association on this 17 day of January ~~20~~, 2020, and said representatives hereby swear and certify that after any duly required notice, at least seventy-five (75%) of Owners of Lots agreed in writing to the Amendment.

Hampton Glen Homeowners Association, Inc.

Michele Valencia

BY: Michele Valencia
TITLE: President.

[Signature]
WITNESS

ATTEST:

[Signature]
SECRETARY

Sworn to and signed before me
on the 17 day of Jan, 2020.

Shirley W. Murphy
NOTARY PUBLIC

[SEAL]

Shirley W Murphy
My Commission Expires
February 20, 2021

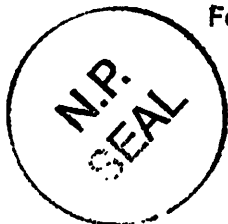


Exhibit "A"
Leasing Restrictions

In order to preserve the character of Hampton Glen subdivision as predominantly owner-occupied and thus protect the value of Lots within the Community, and ensure that Lots qualify for eligibility regarding mortgage financing, insofar as the criteria is based upon percentage of owner-occupied Lots, the leasing of Lots is prohibited, other than as provided herein for certain Mortgagees and except as provided in this Section.

Leasing of Lots is permitted only by: (1.) a Grandfathered Owner (2.) an Owner who has received a written Leasing Permit or Hardship Leasing Permit from the Board as provided in this Section (3.) the Association for any Lots owned by the Association.

The Board shall have the power to make and enforce reasonable rules and regulations in order to enforce the provisions of this Section, including the establishment of a reasonable processing fee for requests to approve leasing of a Lot, and the right to impose fines constituting a lien upon the Lot being leased.

Definitions.

Assessments- shall include (1.) annual assessments as defined in this Declaration. (2.) special assessments as that term is defined in this Declaration; and (3.) specific assessments, which are charges against a particular Lot that are established pursuant to the terms of the Declaration.

Effective Date- the date on which this Amendment to the Declaration of Covenants, Conditions and Restrictions for Hampton Glen is recorded in the County Records.

Leasing- for the purposes of this Declaration is defined as the regular, exclusive occupancy of a Lot by any person other than the Owner or a spouse, child or parent of an Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, or gratuity.

Grandfathered Owner- an Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date, and who has provided the Board, within thirty (30) days of the Effective Date, with a copy of the lease in effect on the Effective Date. Any Owner leasing a Lot on the Effective Date who does not provide a copy of the lease shall not be entitled to Grandfathered status and shall be considered in violation of the Declaration.

A Grandfathered Owner shall continue to be allowed to lease only until the earlier of: (1.) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's Spouse) (2.) the date that all current occupants of the Grandfathered Owner's Lot vacate and cease to occupy the Lot.

If the Grandfathered Owner and Tenant maintain compliance with all Covenants, By-Laws, and Rules of the Association a lease may be renewed with the same Lessees/Tenants, and the Grandfathered status will be renewed for the term of the new lease.

In order to qualify and maintain Grandfathered Owner status the Owner must be current in payment of all assessments and other charges due to the Association.

Leasing Permit.

Owners who want to lease their Lots may do so only if they have applied for and received from the Board either a "Leasing Permit" or a "Hardship Leasing Permit". The Board may establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners, including subsequent Owners of a Lot.

An Owner's request for a Leasing Permit shall be approved if the number of current, outstanding permits issued plus Grandfathered Lots is less than **seven percent (7%)** of the total Lots at Hampton

Glen subdivision. An Owner, other than a Grandfathered Owner, may only lease one Lot at any given time. Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's Spouse or through inheritance).

If the number of current Leasing Permits issued and Grandfathered Lots is more than (7%) of the total number of Lots, then no additional Leasing Permits shall be issued, except for Hardship Leasing Permits, until that number falls below (7%). Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit.

Hardship Leasing Permit

If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the number of Hardship Leasing Permits which have been issued to other Owners, (iii) the Owner's ability to cure the hardship, and (iv) whether previous Hardship Leasing Permits have been issued to this Owner. The Board shall not consider any hardship that pre-exists the Owner's purchase of their Lot.

The Board may promulgate and/or amend regulations to serve as guidelines for circumstances constituting a basis for consideration of issuing a Hardship Leasing Permit. By way of illustration, and not prescription, limitation, or restriction, examples of such circumstances might be those in which: (1.) The Owner has been called to active military duty. (2.) Placement of the Owner in a long term care facility. (3.) Placement of the Owner with a family member due to illness. (4.) The Owner dies and the Lot is being administered by their estate. (5.) The Owner must temporarily relocate and intends to return to reside in the Lot. (6.) An Owner must relocate his residence and cannot, within a set period of time from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value.

Hardship Leasing Permits shall be valid for a lease term not to exceed one (1) year. Hardship Leasing Permits shall be automatically revoked if during the term of the permit the Owner applies for and receives a Leasing Permit. Hardship Leasing Permits shall not be renewed. Therefore, any lease signed under a Hardship Leasing Permit must contain a provision stating that the lease is not renewable.

Leasing Provisions

Leasing of Lots shall be governed by the following provisions:

(i) Notice At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed written lease agreement. The Board shall approve or disapprove of said lease only as to form. If the form of the lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General Lots may be leased only in their entirety; no rooms, basements or fractions of Lots may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, but not more than twenty-four (24) months. Within ten (10) business days after executing a lease agreement, the Owner shall provide the Board with a copy of the lease, and the name and phone number of the lessee and all other people occupying the Lot, in addition to any other contact information requested by the Board. The Owner must provide the lessee copies of the Declaration, Bylaws, Architectural Standards, and Rules and Regulations of the Association. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Required Provisions Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by

occupancy of the Lot, agrees to the applicability of this covenant, and incorporation of the following language contained in Subsections (A) and (B) into the lease:

(a) **Liability for Assessments and Other Charges.**

Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Lot which become due during the term of the lease, including, but not limited to, fines which become due as a consequence of lessee's activities which violate provisions of the Declaration, Bylaws, Architectural Standards, or the rules and regulations of the Association. When an Owner who is leasing a Lot fails to pay any assessment or any other charge against the Lot for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during the remaining term of the lease and any other period of occupancy by the lessee; provided that lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request.

All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If the lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all amounts authorized under the Declaration as if the lessee were the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(b) **Compliance with the Governing Documents and Enforcement Powers of the Association.**

If a Lot is leased or occupied in violation of this Section, the Association may bring an action against the lessee and/or the Owner for recovery of damages or for injunctive relief, or may impose any other sanctions authorized by the Declaration and Bylaws, as they may be amended from time to time, or which may be available at law or in equity. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

The Lessee shall comply with all provisions of the Declaration, Bylaws, Architectural Standards and rules and regulations of the Association, and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance, and shall indemnify and hold the Association harmless for any such person's failure to comply. The Owner shall cause all occupants of the Lot to comply with the Declaration, Bylaws, Architectural Standards and the rules and regulations, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are also liable for any such violation or loss.

If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, Architectural Standards or a rule and regulation of the Association, fines may be levied against the lessee and/or the Owner; and such a violation is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability, and to evict the lessee in accordance with Georgia law. The Owner and Lessee hereby further agree to hold harmless the Association, its Board of Directors, employees and agents if the Association exercises the powers herein granted to the Association.

Rights of First Mortgagees

Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first Mortgagee to: (1.) foreclose or take title to the Lot pursuant to remedies contained in Mortgage. (2.) take a deed or assignment in lieu of foreclosure. (3.) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.