

STATE OF GEORGIA
COUNTY OF COBB

Return To:
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Marietta, GA 30064
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Cross Reference: Deed Book 3200, Page 569.

AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR WEST HAMPTON

This amendment to the Declaration of Covenants, Restrictions and Easements for West Hampton ("Amendment") is made on the date hereinafter set forth by the owners of Lots in West Hampton subdivision ("Owners") through West Hampton Homeowners Association, Inc. ("Association"):

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Restrictions and Easements for West Hampton was recorded by Chastain Builders Supply, Inc. on July 25th, 1984, in Deed Book 3200, Page 569 et seq., in the Cobb County, Georgia land records ("Declaration");

WHEREAS, Owners desire to amend the Declaration so as to include various leasing restrictions, and to submit it to the Georgia Property Owners Act, O.C.G.A. §44-3-220, et seq. ("Act");

WHEREAS, Section 9.03 (b) of the Declaration provides that it may be amended by approval of Owners holding at least two-thirds (2/3) of the total votes in the Association;

WHEREAS, Owners holding at least two-thirds (2/3) of the total votes in the Association approved the Amendment, as sworn to and certified by the attached signature of the Association's representatives;

WHEREAS, §44-3-220 of the Georgia Nonprofit Corporation Act allows for member approval by written consent in place of a meeting; 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 Declaration prior to this amendment shall control with respect to the affected first mortgagees.

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

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

I. LEASING RESTRICTIONS

1.

A new Section, numbered 6.21, is added to Article VI as follows:

6.21 Leasing Restrictions. *In order to preserve the character of West Hampton subdivision as predominantly owner-occupied, and thus help protect the value of Lots within the community, the leasing of Lots is prohibited except for a Grandfathered Owner, or an Owner who has received a Hardship Leasing Permit from the Board as provided in this Section. The Board shall have the power to make reasonable rules and regulations in order to further clarify and enforce the provisions of this Section. In addition, the Board may establish: (i) a reasonable processing fee for requests to approve leasing; (ii) an annual administrative fee for any lease monitoring services; and (iii) the right to impose fines for violations. All of the preceding will constitute a specific assessment and lien upon the Lot being leased.*

All leases must be in writing, and for a period of no less than 12 months. Short term rentals, including but not limited to services such as VRBO and Airbnb, are strictly prohibited and will be considered a commercial use of the Lot. An Owner, who is leasing, shall provide the Association the name of the occupants/lessees and the Owner's mailing and email addresses.

(a) DEFINITIONS.

(i) **"Assessments"** as used in this Article shall include all assessments as described and contained in Article IV of this Declaration.

(ii) **"Effective Date"** the date on which this Amendment to the Declaration is recorded in the County Records.

(iii) **"Grandfathered Owner"** means any person(s), or other legal entity, who owns a Lot on the Effective Date. In order to maintain grandfathered status, an owner must stay current in payment of assessments or other charges to the Association. Grandfathered status shall continue until such time as the Owner sells the Lot or otherwise transfers title, other than to a spouse. Grandfathered status exempts the Owner from being subject to qualifying for the below hardship exceptions, but the Grandfathered Owner is still subject to any other leasing requirements.

(iv) **"Leasing"** for the purposes of this Declaration is defined as the occupancy of a Lot by any person(s) other than:

(1) the Owner or Owner's spouse (meaning any legal partner); or

(2) a child, grandchild, parent, or grandparent of the Owner or the Owner's spouse. The term spouse also includes any former spouse of an Owner.

(Familial relationships shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board.); or

(3) a roommate of any of the preceding persons, but limited to a total in the household of one roommate or couple.

(b) HARDSHIP LEASING PERMITS. *If the inability to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board 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 (The Board shall not consider any hardship that pre-exists the Owner's purchase of their Lot.):*



- (i) the nature, degree, and likely duration of the hardship;*
- (ii) the number of active 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 may promulgate 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 has died 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 term not to exceed one (1) year. 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.

(c) RIGHTS OF FIRST MORTGAGEES. Notwithstanding anything to the contrary herein contained, the provisions of this Section shall not impair the right of any first Mortgagee to:

- (i) foreclose or take title to the Lot pursuant to remedies contained in any Mortgage;*
- (ii) take a deed or assignment in lieu of foreclosure; or*
- (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.*

(d) AMENDMENTS TO CONFORM WITH LAWS. The Board may amend the Declaration without a vote of the Owners in order to comply with requirements of federal, state, or local law regarding leasing.

II. INITIATION FEE, AND EMERGENCY RIGHT OF ABATEMENT.

2.

A new Section numbered 4.12 shall be added to Article IV as follows:

4.12 Initiation Fee. *Each time a Lot is sold (transferred for value), the Association shall charge an initiation fee in an amount equivalent to the then current annual assessment. The initiation fee will be levied upon the purchase of the Lot, and is in addition to the annual assessment. The initiation fee shall be considered a specific assessment, and if not paid at transfer, may be collected in the same manner as other assessments, including the filing of a lien. The Initiation Fee shall not apply when the transfer of a Lot is the result of a mortgage foreclosure on a Security Deed.*

3.

The following is added to Section 5.11 regarding "Violations", Section 6.14 regarding "Maintenance" & Section 8.02 regarding "Right of Abatement":

If an emergency condition exists that represents a hazard to persons or property, and the Owner cannot be immediately contacted to address the situation, the Association shall have the right of abatement as outlined in this Declaration, without being required to send the thirty (30) day written notice. Such emergency right of abatement shall only apply to the hazardous condition, and not to any other violations that may be present on the Owner's Lot.

III. PROVISIONS UNDER THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT

4.

The following new Section, numbered 1.00 is added to Article I regarding "Definitions":

1.00 Act. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such Act may be amended from time to time.

5.

Subsection (d) of Section 4.01, entitled "Covenant for Assessments and Creation of Lien and Personal Obligation of Members", is hereby deleted in its entirety, and the following Subsection (d) is substituted in its place:

(d) The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a Statement of Delinquent Assessments & Notice of Statutory Lien on the County property records.

6.

Section 4.09 entitled Effect of Nonpayment of Assessments, is hereby deleted in its entirety, and is replaced by the following:

4.09 Effect of Nonpayment of Assessments. *Any assessments, installments or other charges not paid when due are considered delinquent, and shall incur a late fee equal to the greater of ten dollars (\$10.00) or ten (10%) percent of the amount not paid (or such higher amounts as may be subsequently authorized by the Act). The delinquent assessments, including late fees, shall incur simple interest at the rate of ten percent (10%) per annum, or such higher amounts as may be subsequently authorized by the Act. The Association shall also be entitled to costs of collection, including court costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees).*

Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: post-judgment reasonable attorney's fees, costs, and expenses actually incurred, then to reasonable attorney's fees and costs actually incurred and not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments, and then to current assessments.

7.

Section 4.10, entitled Certificate of Payment, is deleted in its entirety and replaced with the following:

4.10 Statement of Account/Closing Letter. *Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot.*

The Association shall respond in writing within five (5) business days of receipt of the fee authorized under the Act. If the statement is requested within a period shorter than five (5) business days, the Association, or its agent, may subsequently charge a reasonable fee in an amount larger than that set by the Act. If the statement of account is requested within a period shorter than three (3) business days, the Association may charge a rush fee.

In addition to the amount allowed by the Act for providing the statement, the Association may also charge for late payment fees, and other related costs including but not limited to fax, overnight delivery, and research fees. The Association, or its agent, may also charge for ancillary expenses unrelated to providing the statement of account itself, including but not limited to; change of record fees, providing copies of the governing documents, and providing completed lender questionnaires. If an Owner's account is in legal collections, the Association may also charge for reasonable attorney fees actually incurred for the law firm's preparation of the statement.

If any of the above-related fees and charges are not paid in full the Association shall not be obligated to release any liens. The unpaid fees and costs shall be considered an assessment on the Lot, and may be collected as provided in these covenants for other assessments.

8.

Section 4.11, entitled Approval by Declarant, is hereby deleted in its entirety and replaced with the following:

4.11 Specific Assessments. *The Board shall have the power to specifically assess for fines in a reasonable amount, for violations of this Declaration, the bylaws, guidelines, regulations or rules. The Board, as it shall deem appropriate, may also specifically assess for the following:*

- (i) The costs of maintenance performed by the Association, which was the responsibility of the Owner under this Declaration;*
- (ii) Any expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots, or by the licensees or invitees of any such occupants, shall be specially assessed against the Lot and Owner, for which the conduct of any occupant, licensee, or invitee occasioned, any expenses.*
- (iii) Reasonable attorney's fees & costs, actually incurred, for successful legal defense by the Association, or incurred by the need of Association to file a legal claim, including injunctions and protective orders, caused by the conduct of the Owner or any persons entitled to occupy a Lot;*
- (iv) Expenses incurred by the Association, which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots, which are benefited according to the benefit, received; and*

(v) *Expenses incurred by the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all the Lots according to the benefit received.*

9.

Article IX, entitled "Duration and Amendment" is hereby deleted in its entirety, and the following is substituted in its place:

ARTICLE IX

DURATION AND AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the Properties perpetually to the extent provided for in the Act. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3rds) of the Total Association Vote. "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration. The Board may amend the Declaration without a vote of the Owners in order to comply with requirements of federal, state, or local law.

If legal action is not instituted to challenge the validity of any amendment to the Declaration within one (1) year of the recording thereof in the Cobb County, Georgia land records, then any such amendment shall be presumed to be validly approved and adopted. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance, hereby agrees that the Declaration may be amended as provided for in this Article.

10.

A new Section numbered 11.07 is added to Article XI as follows:

11.07 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, then the provisions of the Act, other Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.*

11.

Upon the Effective Date of this Amendment, Section 1.4 of the Bylaws for the Association shall be considered automatically amended by law to comply with § 44-3-230 of the Act, by deleting Section 1.4 in its entirety, and replacing it with the following:

Section 1.4 Notice of Owner Meetings. *Notice shall be given to each Owner at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any special meeting and shall state the time, place, and, for any special meeting, purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10, the "Uniform Electronic Transactions Act," to all Owners of record at such address or addresses as designated by such Owners, or if no other address has been so designated, at the address of their respective Lot.*

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized representatives of the Association on the date indicated below, and said representatives hereby swear and certify that after any duly required notice, at least sixty-seven percent (67%) of the Owners signed written consents approving the Amendment. The individual signed written approvals are maintained in the corporate records of the Association.

West Hampton Homeowners Association, Inc.

Sworn to and signed, before us,
on the 27 day of September,
2011

By: (Signature) _____

President

ATTEST:

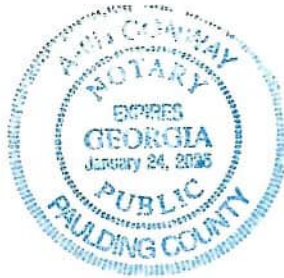
(Signature) _____

Secretary

Witness _____

NOTARY PUBLIC
[SEAL]

Prepared By:
Michael A Rome, Esq.



Resolution Adopting Fining Notice Procedures & Amounts, And Notice of Covenant Violation
For West Hampton Homeowners Association, Inc.

WHEREBY, Section 4.11 of the covenants for West Hampton subdivision, as amended, allows the Association to assess fines in a reasonable amount for violations of the governing documents;

WHEREBY, the Board of Directors ("Board") has a duty to enforce the governing documents, and the primary means used by associations for enforcement is the authority to levy fines;

WHEREBY, the Board wishes to establish the fine amounts, and a procedure for violations notices, including an owner's right of appeal;

WHEREBY, the Board wishes to establish a procedure for suspension of the "Grandfathered Owner" provision upon failure to remain current (within 30 days) on any authorized assessments or other charges to the Association, and also wishes to establish a process so that perspective purchasers of a Lot will have notice on the deed records of any existing architectural violations on the property.

WHEREBY, Section 3.04 of the covenants provides in part that, *The affairs of the Association shall be managed by a Board of Directors.*

NOW WHEREFORE, the following is hereby adopted as the official Fine Notice Procedure and Fine Amounts for West Hampton Homeowners Association, Inc.

I. VIOLATION AND NOTICE PROCEDURES FOR FINES OR SUSPENSION.

The Board may levy fines (a late charge shall not be considered a fine), or suspend voting rights and privileges to use the common areas, for violations of the Declaration, Bylaws, Rules, Regulations, or Design Standards. Additionally, the board may suspend the right to rent or lease a property under the "Grandfathered Owner" provision for delinquency in the payment of any approved assessment or other charges to the Association, until such time as the Grandfathered Owner becomes current. The Board shall not impose a fine or suspension (except that non-payment of assessments for more than thirty (30) days shall constitute automatic suspension) until the below procedure is followed:

(a) Notice.

Written demand sent via Certified, Return Receipt mail, and a copy via regular first-class mail, to cease and desist from an alleged violation shall be sent to the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;
- (iii) the amount of the fine, and/or type of suspension, or other board action being imposed as of the date of the notice;
- (iv) that the alleged violator may, within ten (10) days from the date of the notice, request in writing, a hearing regarding the fine, and/or suspension, or other board action;
- (v) the address to send the request for a hearing;
- (vi) that any statements, evidence, and witnesses may be introduced by the alleged violator at the hearing; and
- (vii) that all rights to have the fine, suspension, and/or board action reconsidered are waived if a hearing is not requested (postmarked) within ten (10) days of the date of the notice.



(b) Appeal Hearing.

If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and a copy of said results shall be mailed to the alleged violator.

(c) Management Company.

If the Association is utilizing the services of a management company, the management company must seek written Board approval, prior to sending the official fine notice.

(d) Courtesy Notices.

The Board in its discretion, may send courtesy notices regarding violations, prior to the Association sending an official fine notice, as outlined above. The use of courtesy notices shall not waive the Association's right to send an immediate official fine notice, without the use of a courtesy notice.

II. FINE AMOUNTS FOR VIOLATION OF THE GOVERNING DOCUMENTS

(a) Daily Fines For Ongoing Violations.

Daily Fine for Most Violations: \$25 The fine amount for all types of violations under the Governing Documents (other than those listed below as specific amounts per incident) will be \$25 per day, per violation, until such time as the violation is corrected.

(b) Fines Per Incident For Specific Types Of Violations.

Amenity Rule Violations Per Incident: \$150

There shall be a set fine in the amount of \$150 per incident for violations of a posted rule at the Tennis Courts, Pool, Playground, or any other Association property.

Daily Fine for Leasing Violations: \$50

Due to the high rental value of homes located in West Hampton Subdivision, the fine amount for violation of any leasing restrictions shall be fifty dollars (\$50) per day, until such time as the violation is corrected.

(c) Other Per Incident Fines for Specific Violations.

The following violations will incur the listed fines, per incident, instead of the daily fine:

1. Parking Overnight in the Clubhouse parking lot without prior board consent- \$75 plus towing and impound fees
2. Animals off leash in violation of county code or not cleaning up after your pet - \$75

III. FLAT FINES IN ADDITION TO ANY APPLICABLE DAILY FINES

1. Architectural Approval Violation: \$150

There shall be a set fine in the amount of \$150 for making a modification to a Lot (including the exterior of the dwelling) without first obtaining written pre-approval pursuant to the Covenants. This set amount is in addition to any daily fines incurred because the unapproved modification is otherwise in violation of the governing documents.



2. Violation of Leasing Procedures & Regulations: \$150

There shall be a set fine in the amount of \$150 for a violation of a required leasing procedure or leasing regulation. This set amount is in addition to any daily fines incurred due to an ongoing, unapproved lease.

3. Unapproved Removal of Tree: \$150

There shall be a set fine in the amount of \$150 for each tree removed without the required, written pre-approval. This set amount is in addition to any daily fines incurred until such time as there has been replanting as approved by the Association.

IV SUSPENSION OF "GRANDFATHERED OWNER" PROVISION

Per Article VI section 6.21(a) "Grandfathered Owner" means any person(s), or other legal entity, who is the owner of a lot on the Effective Date. In order to maintain grandfathered status, an owner must stay current in payment of assessments or other charges to the Association.

Failure to pay assessments or other charges to the Association (payment within 30 days of the original due date) shall result in a Board review to consider suspension of "Grandfathered Owner" status until such time as the Owner becomes current, except in cases of hardship as determined through the hearing process. Corporate entities, trusts, partnerships or other commercial or entity owners are ineligible to claim financial hardship for any reason.

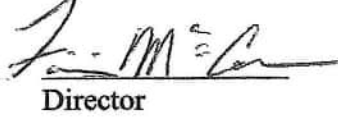
Notification of suspension of "Grandfathered Owner" rights shall be sent Certified, Return Receipt mail, and a copy via regular first-class mail, and shall be effective as of the date of mailing.

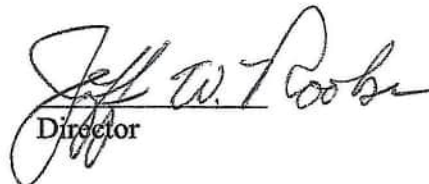
V NOTICE OF ARCHITECTURAL COVENANT VIOLATION

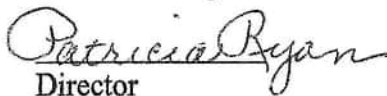
The Association shall have the right to file a Notice of Covenant Violation on the County deed records for architectural infractions of the covenants, guidelines, standards or regulations. The purpose is to provide notice to any perspective purchaser of a Lot regarding outstanding violations, which need to be brought into compliance with the Association's governing documents. The Association shall be entitled to reimbursement of any costs and expenses related to filing the notice, including reasonable attorney's fees actually incurred, which shall constitute a specific assessment against the Lot.

The foregoing Fine Notice Procedure & Fine Amounts were adopted by resolution of the Board of Directors for the West Hampton Homeowners Association, Inc. on this 28th day of September 2022, as indicated by the below signatures. These regulations shall become effective upon mailing a copy to all Owners.


Director


Director


Director


Director

Director



This is a typed document combining the covenants and amendments. It cannot be relied on as the official covenants, which are on file in the Cobb County deed records. 9

DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this 12th day of July 1984, by CHASTAIN BUILDERS SUPPLY, INC. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Cobb County, Georgia, which is more particularly described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant intends to develop on lands including the real property described above a development to be known as West Hampton (Hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants, Restrictions and Easements set forth herein shall run with the Property (as hereinafter defined), and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Restriction and Easement, shall have the following meanings:

1.01 Association. "Association" means West Hampton Homeowners' Association, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.02 Board. "Board" means the Board of Directors of the Association.

1.03 By Laws. "By-laws" means the By-Laws of the Association.

1.04 Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.05 Declarant. "Declarant" means Chastain Builders supply, Inc., d/b/a West Cobb Building Supply its successors and assigns. The Declarant shall have the right to assign to any person, firm or corporation any of its rights hereunder by written instrument recorded in the Clerk's Record Superior Court of Cobb County as an Addendum to this Declaration in such an event the work Declarant shall specifically include such assignee to the extent the right of the Declarant have been assigned. Pursuant to the provisions of this Paragraph Declarant does hereby assign to Arvida of Georgia, Inc. the right to act as Declarant hereunder.

1.06 Lot. "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Cobb County, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot except as provided in 2.04.

1.07 Member. "Member" means any member of the Association.

1.08 Membership. "Membership" means the collective total of all Members of all classes of the Association .

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1.09 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.10 Property. "Property" means that certain real property (other than Common Property) herein above described together with such additional real property as the Declarant may acquire and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article X hereof.

1.11 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.22 Structure. "Structure" means:

(a) any thing or object the placement 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, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, 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 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

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.12 applies to such change.

ARTICLE II COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association or grant easements to the Associations, at on expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (Such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Restrictions and Easements, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property of scenic and natural are preservation and for general recreational use to include facilities for swimming, tennis and exercise. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In Addition to the property described in subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserve to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment

granted or permitted by this Section 2.02 is subject to suspension by the Association as provided in Section 2.03 (f) and 3.05.

2.03 Rights of Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of Common Property;

(b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources; and provided, however, that, during the period prior to the time when the Declarant has the right to appoint members of the Board, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by Declarant and a two-thirds (2/3) vote of the members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association:

(c) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

(d) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.03;

(g) to sell, lease or otherwise convey all or any part of its properties and interests therein; and

(h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

(i) Maintain any and all landscaping treatment, storm water drainage and detention facilities installed by the Declarant, to the extent that such landscaping, storm water drainage and detention facilities are not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over roads, storm water drainage and detention facilities for Cobb County, Georgia. (2nd Amendment, 28 July 1987)

2.04 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of the Member of the Association, be used for any different purpose or purposes without the prior consent of the Declarant.

2.05 Delegation of Use. Any owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

ARTICLE III
WEST HAMPTON HOMEOWNERS' ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and General welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in the Declaration of Covenants, Restrictions and Easements.

3.03 Voting Rights.

Each owner, shall be entitled to one (1) vote. Where such Owner is a group or entity other than one individual person, the vote on behalf of such owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association;

The Development will be composed of Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the Office of the Clerk of the Superior Court of Cobb County in accordance with Article X of this Declaration. The Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that , upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding. Nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development unless such phase is subjected to the Declaration.

3.04 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the By-Laws

3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the Right of Abatement, as defined in section 8.02 by reason (f) having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the ACC (as herein defined) within thirty (30) days after having received notice of the same pursuant to the provisions of Section 5.11, 6.14, or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.05, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.06 Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.07 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall be from time to time be in force and effect.

3.08 Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any members of the Board of the Association and any officer or officers of the Association until such time as the first of the following event shall occur: (i) the expiration of five (5) years after the date of the recording of this Declaration; (ii) the date upon which all of the Lots

have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called at such time. At such special meeting the owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in its possession. Each owner by acceptance of a deed to or other conveyances of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IV ASSESSMENTS

4.01 Covenant for Assessments and Creation of Lien and Personal Obligation. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributes, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be express in any such deed, hereby covenants and agrees as follows:

(a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.09 hereof and costs of collection including reasonable attorneys' fees;

(d) that such continuing charge and lien on such Lots binds such Lots in the hand of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction repair or alteration of Structures.

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relive any Lot or Lots from liability for any assessment thereafter assessed;

(f) that all annual and special assessments (together with interest thereon as provided in Section 4.09 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.03 Accumulation of Fund Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of Annual Assessments in any succeeding year, but may carry

forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Maximum Annual Assessment.

(a) Beginning on the Commencement Date (as hereinafter defined) and continuing thereafter until January 1 of the year immediately following the Commencement Date each Lot shall be subject to a maximum annual assessment of Two Hundred Twenty (\$220.00) Dollars per Lot. In the event that the Commencement Date falls on a day other than January 1, the annual assessment for such year shall be prorated so that each Owner pays an annual assessment proportional to the number of days remaining in the calendar year. The words "Assessment Year" as used herein shall mean the calendar year with the first Assessment Year commencing on January 1 of the year immediately following the Commencement Date.

(b) Commencing with the first Assessment Year and continuing thereafter, the maximum annual assessment may be increased at any time from time to time during each Assessment Year not more than five per cent (5%) above the maximum annual assessment for the previous Assessment Year without a vote of the Membership. During the first Assessment Year, the Maximum annual assessment may be increased ten percent (10%) above \$220.00.

(c) Commencing with the second Assessment Year and continuing thereafter, the maximum annual assessment for each Assessment Year may at any time and from time to time be increased more than five percent (5%) above the a maximum annual assessment for the previous Assessment Year if such increase is approved by two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Member duly held in accordance with the provisions of the By-Laws of the Association and this Declaration. During the First Assessment Year, the maximum annual assessment may be increases more than ten percent (10%) above \$220.00 if such increase is approved by a two-thirds (2/3) vote of each of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.05 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special assessments shall have been approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.06 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date. Whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04(c) and Section 4.05 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be thirty percent (30%) of the total votes outstanding. No such second meeting shall be held more than sixty (60) days following the first meeting.

4.07 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

4.08 Commencement Date for Annual Assessments. All Lots shall become subject to Annual Assessment as provided for in this Article on the date designated by Declarant. Such date is herein referred to as the "Commencement Date".

4.09 Effect of Nonpayment of Assessments. Any Assessment which not paid on or before the Due Date shall bear interest after the Due Date at the lower of the highest legal note of interest which can be charged or the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish, provided, however, that in on event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.10 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.11 Approval of Declarant. Notwithstanding anything to the contrary contained herein, no assessment shall be made without the Approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

ARTICLE V
Architectural Control

5.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, all members of the ACC shall be appointed by the Declarant until the first to occur of (i) December 31, 2000 or (ii) until every Lot is conveyed by Declarant to a party or parties who are not classified hereunder as a successor or assign of Declarant. All costs of operating the ACC shall be borne by the Association.

(b) Each initial member of the ACC shall be appointed for a term expiring of December 31, 1985. Thereafter each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall subject to the provisions of 5.01 (a) be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC).

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the West Hampton Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. 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.

5.03 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for approval, permit to authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall

be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

5.05 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of :

- (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
- (ii) governing the procedure for such submission of plans and specifications;
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and
- (iv) assuring the conformity and harmony of external design and general quality of West Hampton Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Member and prospective Members of the Association and to all applicants seeking the ACC's approval.

5.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and
- (f) plans for landscaping and grading.

5.07 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.08 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following;

- (a) the failure to include information in such plans and specifications as may have been reasonably requested;
- (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;
- (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for West Hampton Development as set forth in

the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.09 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be place in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days or receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.10 Inspections Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.12 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative., issue a Certificate of Compliance, identifying such Structure and Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation.

5.13 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

5.14 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex or religion, age or national origin.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.

6.02 Restriction of Use. Lots may be used for single-family residences only and for no other purpose provided that Declarant may operate a Sales Office and/or Model Home on a Lot or Lots designated by Declarant.

6.03 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.

6.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 6.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

6.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval of the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure shall be included in the Development Guidelines of the ACC.

6.06 Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

6.07 Temporary Building. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarter required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

6.08 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided, however, that if, at the time of any desired use of such sign, the Association is making "For Sale" or "For Rent" signs available for the use of Owners, the signs made available by the Association must be used;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specification approved by the ACC.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC. Except as provided in the Design Standards no "Sold" sign shall at any time be installed or maintained on any Lot or on any portion of the Structure visible from the exterior thereof.

6.09 Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or place on any Lot unless its location is consistent with such setbacks.

6.10 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls.

Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC.

6.11 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

6.12 Antennae. No exterior television or radio antennae or satellite dish or receiver of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

6.13 Clotheslines, Garbage Cans Etc.. All clotheslines, equipment, garbage cans, woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets.

6.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorist or pedestrians of street traffic. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be take to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

6.15 Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreation vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed seven (7) consecutive days.

6.16 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house. No above ground pool shall be allowed.

6.17 Non-Discrimination. No Owner or person authorized to act for and Owner shall refuse to sell or rent, after receiving a bona fide offer, or use to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

6.18 Animals. 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. 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.

6.19 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. All other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

6.20 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become any annoyance or nuisance to the community.

ARTICLE VII
EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, storm water drainage and detention facilities, public and private sewers, irrigation systems, pipelines for supply gas, water and heat, and for any other public or quasi-public facility, service or function. (2nd Amendment, 28 July 1987)

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

7.02 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements and storm water drainage and detention facilities (whether or not designated as easements) are shown on a recorded deed or on any filed or recorded map or plat relating thereto. (2nd Amendment, 28 July 1987)

7.03 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.01.

7.04 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws rules or regulation of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restriction and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

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ARTICLE VIII
ENFORCEMENT

8.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) except where different notice provisions are provided in Sections 5.11 and 6.14, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section and in Sections 5.11 and 6.14 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section and with the cost thereof including the costs of collection in including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by Law or 18% to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a lot or lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction repair or alteration of Structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Cobb County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Cobb County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee

would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to the Section 9.02 shall be certified by Declarant as having been duly approved by Declarant, and such Owners and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration or (v) if such amendment is necessary to correct a subscriber's error in the drafting of this Declaration.

9.03 Amendments by Association. Amendments to this Declaration other than those authorized by Section 9.02 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

ARTICLE X ANNEXATION

Additional real property may be annexed to the Property by the Declarant without the consent of the Class A Members at any time for a period of ten (10) years following the date on which this Declaration is filed in the Office of the Clerk of the Superior Court of Cobb County. Such annexation shall be accomplished by filing in the Office of the Clerk of the Superior Court of Cobb County an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property subject to the provisions of this Declaration. At the expiration of ten (10) years following the date of filing of this Declaration, no real property may be annexed to the Property unless annexation is approved by a two-thirds (2/3) vote of the Member of the Association who are present in person or by proxy and voting at a meeting of Member duly held in accordance with the provisions of the By-Laws of the Association.

The Declarant may annex additional real property to the Property by filing in the Office of the Clerk of the Superior Court of Cobb County either of the following: (a) an approved subdivision plat

simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of the assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(C) WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS. IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce an Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX
DURATION AND AMENDMENT

9.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cobb County, Georgia, after which time this Declaration and Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Cobb County, Georgia, or in such other place or recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

9.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by instrument in writing filed and recorded in the Land Records of the Superior Court of Cobb County, Georgia, without the approval of any Owner or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment

describing the real property to be annexed and including on such plat a statement that expressly sets forth Declarant's intention to make such annexed real property subject to the provisions of the Declaration or (b) an amendment to the Declaration which has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Declarant.

ARTICLE XI
MISCELLANEOUS

11.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

11.03 Headings. The headings of the Articles and Section hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

11.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United State Mail, with sufficient postage.

(a) Declarant: Arvida of Georgia, Inc.
Alston & Bird
1200 C&S National Bank Building
35 Broad Street
Atlanta, Georgia 30335
Attn: R. A. Allison

(b) Owners: Each owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 11.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

11.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have their right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such Liability.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:
Handwritten signature
Unofficial Witness

Handwritten signature
Notary Public

NP
SEAL

CHASTAIN BUILDERS UPPLLY, INC.,
a Georgia corporation

By: Handwritten signature

Attest: Handwritten signature

CORPORATE
SEAL

The Association, by the execution hereof, (acknowledges and the agrees) that the Association is hereby bound (....) Obligations under this Declaration of (Cov.....)

IN WITNESS WHEREOF, (t..... duly) authorized officers, has caused (..... sealed) this 12th July, 1984.

Signed, sealed and delivered in the presence of:
Handwritten signature
Unofficial Witness

(West Hampton Homeowners' Association
a Georgia corporation)

Handwritten signature
Notary Public

By: Handwritten signature
President

Attest: Handwritten signature
Secretary

NP
SEAL

CORPORATE
SEAL

EXHIBIT "A"

ALL THAT TRACT OR parcel of land lying and being in Land Lots 294, 295, and 314 of the 20th District, and 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at a one inch pipe located at the southeast corner of Land Lot 294: thence running north 87 degrees 26 minutes 56 seconds west along the south line of said Land Lot 294 a distance of 1,251.80 feet to a point; thence north 88 degrees 25 minutes 16 seconds west along the south line of Land Lot 294 a distance of 1,573.50 feet to a one inch square pin found at the southwest corner of Land Lot 294; thence south 00 degrees 32 minutes 05 seconds east along the east line of Land Lot 314 a distance of 1,362.74 feet to an iron pin; thence running north 99 degrees 31 minutes 25 seconds west a distance of 1,255.25 feet to an iron pin on the easterly right-of-way line of Due West Road (having a 60 foot right-of-way); thence running northerly along the easterly right-of-way line of Due West Road a distance of 1,260.86 feet to a iron pin set; thence north 78 degrees 22 minutes 49 seconds east a distance of 797.48 feet to a 1.25 inch solid rod found; thence north 16 degrees 04 minutes 35 seconds west a distance of 164.95 feet to a one inch square rod found; thence north 84 degrees 50 minutes 20 seconds east a distance of 929.38 feet to an iron pin set; thence north 00 degrees 20 minutes 20 seconds east along the west line of Land Lot 294 a distance of 1,008.35 feet to a on-half inch solid bar found; thence north 89 degrees 58 minutes 00 seconds east 2,798.62 feet to an iron pin on the east line of Land Lot 294; thence south 01 degrees 10 minutes 05 seconds east along the east line of Land Lot 294 and the POINT OF BEGINNING, being depicted as 131.8195 acres on a survey for the Jon L. Mauldin, Estate, dated October 29, 1982, prepared by Hannon, Meeks and Bagwell, Surveyors and Engineers, Inc.

**First Amendment Land Annexation
dated
26 June 1986**

The following described real property shall be annexed to the Property and shall be subject to the covenants, restriction and easements contained in the Declaration:

All those lots or parcels of land lying and being in Land Lot 294 of the 20th District, 2nd Section of Cobb County, Georgia, being known as Lot Nos. 18, 19, 20, 22, and 23 of Block #, Unit II, West Hampton Subdivision, and being more particularly shown on plat recorded at Plat Book 102, page 73, Cobb County, Georgia records.