

STATE OF GEORGIA

COUNTY OF COBB

39-5

COBB SUPERIOR COURT

J. C. Gaskins

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COBB COUNTY, GA.
FILED IN OFFICE

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR HAMPTON GLEN SUBDIVISION

THIS DECLARATION, made this 26th day of July, 1988, by FIRSTMARK DEVELOPMENT CORPORATION, a South Carolina corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the subdivision known as HAMPTON GLEN SUBDIVISION, and being a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Land Lots 269, 270, 323, 324, 325 and 343 of the 19th District, 2nd Section, Cobb County, Georgia, and being more fully delineated by a plat prepared by Gaskins Surveying Co., Georgia Registered Land Surveyors, dated October 14, 1987, and recorded in Plat Book 118, Page 49, Records of Cobb County, Georgia; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Hampton Glen Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Hampton Glen Subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Georgia the Hampton Glen Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Developer declares that the real property described above is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. Additional Property. "Additional Property" means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article X hereof. A description of the Additional Property is set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. "Architectural Control Committee" shall mean and refer to TRATON CORP., or such other entity or individual as Developer may appoint, until all lots in Hampton Glen Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents.

Section 3. "Association" shall mean and refer to Hampton Glen Homeowners Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-laws and Articles of Incorporation of the Association.

Section 7. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. "Developer" shall mean and refer to Firstmark Development Corporation, a South Carolina corporation, or any successor in title or any successor in interest to Firstmark Development Corporation to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor in title or interest.

Section 9. "Lot" shall mean and refer to residential lots, as well as any future lots subject to the within covenants, conditions, restrictions and easements by the Developer in Hampton Glen Subdivision or any expansion thereof by Developer.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation, and further excluding the builder of any Structure on any Lot who holds such title solely for resale upon the completion of such Structure.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Property" shall mean and refer to that certain real property described on the plat hereinabove referenced.

Section 13. "Structure" shall mean and refer to:

(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, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 12 applies to such change.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

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

(a) The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing 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.

(b) To preserve the architectural appearance of the neighborhood, no construction or placement of improvements of any nature whatsoever shall be commenced or maintained by any owner, his family, tenants, visitors, guests, servants, and agents with respect to the exterior of any house or with respect to any other portion of any lot or other parcel of land, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the neighborhood. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be approved by default.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and further is not intended to include the builder of any Structure on any Lot who holds title to such Lot solely for resale upon completion of the Structure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Every person who is an Owner, with the exception of the Developer, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one Person is a Class A member by virtue of an

ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and in an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the member's sale of his Lot. However, no termination of Class A membership shall affect such member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

Class B: The Developer shall be the sole Class B member. Class B membership shall be a full voting membership, and during its existence the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occurs:

- (a) the expiration of ten (10) years from the date of recording of this Declaration; or
- (b) the date as of which three fourths (3/4) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed, by either the Developer or by a builder who purchased the Lot from Developer for the purpose of erecting a dwelling thereon, to any individual Owner or Owners for residential occupancy; or
- (c) the surrender by the Developer of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Developer; provided, however, that so long as any mortgagee of Developer holds a security interest in any portion of the Property as security for a development loan to Developer, the Class B membership shall not terminate without the prior written consent of such mortgagee. If at the time of termination of the Class B membership Developer still owns any Lots, then as to each Lot owned by Developer, Developer shall be deemed to be a Class A member.

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area [including, without limitation, the right of pedestrian (but not vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes], which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Common Area and improvements thereon, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. This budget shall include expenses relating to the Common Area and to the upkeep, repair, maintenance and operation of the swimming pool, tennis courts and ancillary facilities.

The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting on the date when there is no longer a Class B member. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall have the assent of a majority of the votes of the members of each class voting in person or by proxy at a meeting duly called for such purpose, and so long as such assessment applies to the appropriate category therefor.

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B member, if any, to give as security a mortgage conveying all or any portion of the Common area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

(d) the easements reserved in Article VII of this Declaration.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon to the members of his family, his tenants, guests and invitees, subject to such regulations and fees as may be established from time to time by the Association.

Section 3. Title to Common Area. Title to the Common Area will be conveyed to the Association by the Developer, and approved by the Association, after all lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said property subject to the terms herein.

Section 4. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected

Section 5. Notice for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date that such Lot is conveyed to an Owner. Anything contained herein to the contrary notwithstanding, Developer, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessment for each Lot owned by Developer which contains an occupied residence; provided, however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. Developer shall, however, fund any deficit which may exist between assessments and the annual budget for as long as there is a Class B member of the Association, or until April 27, 1991, whichever event shall first occur. The due dates shall be established by the Developer until there is no longer a Class B member and then by the Board. The Association shall, upon demand, and for a reasonable charge, not to exceed Ten Dollars (\$10.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. If the Association fails to respond to any such request within ten (10) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same manner as provided for notices in Section 6 hereof.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to purchase any lot at any sale and convey the same for the purpose of protecting its lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of action on lien.

Section 9. Subordination of Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; and (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except as set forth in Article V, Section 8, pertaining to the Developer.

Section 11. Effect of Delinquency on Class A Members. Notwithstanding all of the foregoing rights of the Association, the Association shall have the further right to prohibit a delinquent Class A member, such delinquency being as herein defined, from using in any manner the swimming pool, tennis courts and related facilities.

ARTICLE VI MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements situated within the Common Area, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area, and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and

approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in Hampton Glen Subdivision from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes in Hampton Glen Subdivision.

Section 2. Common Area. The Common Area shall be used by the Owners and their agents, servants, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association.

Section 3. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property.

Section 5. Signs.

(a) No signs whatsoever shall 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, provided, however, that in no event shall any such sign be larger than six (6) square feet in area; and

(iii) directional signs for vehicular or pedestrian safety;

(iv) entry signs used to identify subdivision, marketing signs used to advertise subdivision by Developer and in conjunction therewith brochure holders.

(b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 6. Fences. No chain link or cyclone fences may be placed on the Property.

Section 7. Recreational Vehicles, Trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment must be parked in extreme rear of property and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot. *Must be w/wn Lach said*

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure

placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting except as may be approved by the Architectural Control Committee. Any such accessory structure must be approved, in advance, in writing by the Architectural Control Committee.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Hampton Glen Subdivision shall be undertaken and completed in accordance with the following conditions:

- (a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.
- (b) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.
- (c) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns.
- (d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.
- (e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.
- (f) Adequate off-street parking shall be provided for each Lot.
- (g) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.
- (h) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.
- (i) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) shall contain not less than One Thousand Eight Hundred (1,800) square feet, if single story; and Two Thousand (2,000) square feet, if two-story, with One Thousand (1,000) square feet on the main level. No dwelling shall be constructed exceeding three stories in height, including basement, on any Lot.

(j) Exterior TV or radio receiving equipment shall not be permitted.

Section 11. 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.

Section 12. Accessory Structures Installed by Developer. Entry signs, fences, walls and landscaping installed by Developer on the Property shall be and are hereby dedicated to the use and benefit of all owners, and shall not be removed or altered without a two-third (2/3) vote of the Association Class A members.

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, ~~no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee.~~ Further, no foil or other reflective materials shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, the Architectural Control Committee, the Developer or any Owner shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges nor or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

Section 5. Rights and Obligations. Each grantee of the Developer and Owners, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, privileges of every character hereby imposed shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his/her address which presently is:

Mr. William C. Poston
TRATON CORP.
639-B Whitlock Avenue
Marietta, Georgia 30064

or at such different address or addresses as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith,

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration,

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

(e) Developer does hereby reserve the right, in its sole discretion, to expand this declaration to include other real property by Developer's submission of such real property to the rights, privileges and obligations contained herein. Such submission shall be evidenced by an amendment filed to this Declaration setting forth the real property to which this Declaration shall apply. Upon which submission, said real property shall be subject to and governed by this Declaration as if included herein ab initio.

ARTICLE X ANNEXATION

Section 1. Submission of Additional Property. Developer shall have the option and right from time to time, without the necessity of consent by the Association, the Board or the Owners, but subject to Section 2 of this Article, to submit all or portions of the Additional Property to this Declaration and thereby to cause the Additional Property, or such portions thereof, to become part of the Property. This option may be exercised by the Developer in accordance with the conditions and limitations set out in Section 2 of this Article, which are the only conditions and limitations on such right.

Section 2. Conditions of Annexation. Any annexation as permitted in Section 1 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Additional Property may be exercised at any time and from time to time until seven (7) years from the date this Declaration is recorded; provided, however, that the Owners of Lots to which two-thirds (2/3) of the Class A votes in the Association appertain, exclusive of any vote or votes appurtenant to Lots then owned by Developer, may consent to the extension of such option by vote taken not more than one (1) year prior to the date upon which such option will expire.

(b) The legal description of the Additional Property is set forth in Exhibit "A"; portions of the Property may be added at different times, and there are no limitations fixing the boundaries of those portions or regulating the order in which any such portions may become part of the Property.

(c) All Lots created on portions of the Additional Property which are added to the Property will be restricted exclusively to residential use, in accordance with Article VIII of this Declaration.

(d) The option reserved by Section 1 of this Article may be exercised by the Developer alone (without the consent of the Association or any Owner) by the execution by the Developer of an amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Cobb County, Georgia, together with a plat of that portion of the Additional Property which is to become part of the Property from time to time, and upon the exercise, if any, of such option, the provisions of this Declaration shall be understood and construed as embracing all of the Property, including the initial phase and such portions of the Additional Property as have become part of the Property by annexation. Following recording of the plat, Developer shall convey the Common Area shown thereon to the Association by limited warranty deed, subject to matters of record.

(e) From and after the date of annexation of any portion of the Additional Property, each Lot so added to the Property and the Owners thereof, shall have the same vote, shall share the same obligations and responsibilities, and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon annexation of each portion of the Property, as herein provided, the Association shall be deemed to have assumed, automatically, and without the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain the Common Area and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of this Additional Property which is then the subject of annexation.

(f) It is understood by the Owners and the Association that, if individual Lot loans are approved for funding by the Federal Housing Administration and/or the Veterans Administration, and any variance in the plan of annexation outlined in this Article X is required by the Federal Housing Administration or the Veterans Administration, Developer may vary the plan of annexation to meet such requirements.

(g) Each Owner, by acceptance of a deed to a Lot in the Property, and the Association, shall be deemed to have approved annexation in the manner provided in this Section 2.

IN WITNESS WHEREOF, FIRSTMARK DEVELOPMENT CORPORATION has caused this Declaration to be executed in its name and by its duly authorized officers and its seal affixed on the day and year first above written.

"DEVELOPER:"

FIRSTMARK DEVELOPMENT CORPORATION

By: *[Signature]*

Title: *Vis. President*

Attest: *Robin S. Baker*
Secretary

(CORPORATE SEAL)



Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

CHARLES R. WELDON
Notary Public, Georgia, County of Fulton
My Commission Expires November 11, 1989



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 269, 270, 323, 324, 325 and 343 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

BEGINNING at the common corner of Land Lots 324, 325, 268 and 269, and running thence along the east line of Land Lot 324 South 07° 55' 07" W 683.06 feet to a point; running thence South 82° 05' 34" East approximately 254.7 feet to the centerline of Ward Creek; running thence along the centerline of Ward Creek approximately 510 feet to the point where said centerline intersects the south line of Land Lot 325; running thence along the South line of Land Lot 325 North 83° 14' 25" West approximately 201.95 feet to an iron pin at the common corner of Land Lots 324, 325, 342 and 343; running thence along the east line of Land Lot 343 South 07° 51' 16" West approximately 319.96 feet to the centerline of Ward Creek; running thence along the centerline of Ward Creek approximately 1480 feet to the point where said centerline intersects the West line of Land Lot 343; running thence along said West line of Land Lot 343 North 07° 54' 50" East approximately 642.2 feet to a point at the common corner of Land Lots 323, 324, 343 and 344; running thence along the South line of Land Lot 323 North 82° 54' 35" West 1,332.82 feet to a point at the common corner of Land Lots 322, 323, 344 and 345; running thence along the West line of Land Lot 323 North 07° 54' 33" East 752.87 feet to a point; running thence South 82° 17' 39" East 530.27 feet to a point; running thence North 07° 42' 21" East 380.00 feet to a point; running thence South 82° 17' 39" East 100.00 feet to a point; running thence North 70° 24' 06" East 222.83 feet to a point; running thence North 49° 42' 21" East 202.20 feet to a point; running thence North 62° 26' 51" East 269.11 feet to a point; running thence North 07° 52' 18" East 254.79 feet to a point; running thence South 82° 17' 39" East 176.50 feet to a point; running thence South 68° 41' 24" East 51.41 feet to a point; running thence South 82° 07' 42" East 124.82 feet to a point; thence South 04° 35' 33" West a distance of 152.09 feet to a point; thence South 39° 35' 05" West a distance of 61.03 feet to a point; thence South 09° 03' 06" East a distance of 160.60 feet to a point; thence South 58° 30' 17" West a distance of 371.96 feet to a point; thence South 56° 35' 47" West a distance of 398.30 feet to a point; thence South 12° 10' 48" East a distance of 208.27 feet to a point; thence South 70° 16' 28" East a distance of 255.32 feet to a point; thence South 02° 03' 02" West a distance of 309.14 feet to a point; thence South 59° 25' 15" East a distance of 290.67 feet to a point; thence North 67° 53' 22" East a distance of 165.44 feet to a point; thence North 23° 00' 48" East a distance of 41.66 feet to a point; thence South 72° 57' 29" East a distance of 172.57 feet to a point; thence South 71° 44' 28" East a distance of 50.01 feet to a point; thence South 58° 30' 16" East a distance of 225.57 feet to a point; thence North 42° 25' East a distance of 278.50 feet to a point; thence North 08° 24' East a distance of 231.13 feet to a point; thence North 35° 52' 03" East a distance of 184.70 feet to a point; thence North 07° 53' East a distance of 350.0 feet to a point on the North land lot line of Land Lot 324; running thence along said North line of Land Lot 324 South 82° 06' 41" East 212.50 feet to the common corner of Land Lots 268, 269, 324 and 325 and the POINT OF BEGINNING.

The above described property is identified as Tract 1 and is shown on a plat of survey prepared for Firstmark Development Corporation and Georgia Federal Bank, FSB, dated November 13, 1986, last revised April 11, 1988, prepared by Southern Surveying & Mapping Co., Inc., Thomas M. Ginn, Sr., Georgia Registered Land Surveyor No. 1549. The above described property contains 69.30 acres, more or less, according to said plat of survey.

0427.L2

ACKNOWLEDGMENT AND CONSENT BY LENDER

The undersigned Lender is the owner and holder of a Deed to Secure Debt (hereinafter referred to as the "Security Deed") made, executed and delivered by Firstmark Development Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee, dated April 28, 1988, recorded in Deed Book 4899, page 419, Cobb County, Georgia records. Lender executes this consent and approval for the limited purpose of approving the execution and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for HAMPTON GLEN SUBDIVISION to which this Acknowledgment is attached, but the lien, encumbrance and effect of the Security Deed shall not be and is not hereby made subject and subordinate to the Declaration.

By acceptance of this Acknowledgement and Consent, Developer covenants and agrees that Developer will not amend the By-Laws of the Association without the prior written consent of Lender and that any amendment of the By-Laws of the Association without such consent will constitute a default under the Security Deed.

IN WITNESS WHEREOF, Georgia Federal Bank, FSB, has caused this consent to be executed and its seal affixed hereunto by its duly authorized officer for the purposes described hereinabove as of this 26th day of July, 1988.

GEORGIA FEDERAL BANK, FSB



By: [Signature]

Its: Group Vice President

[BANK SEAL]

Signed, sealed and delivered in the presence of:

Guemaine J. Summers
Unofficial Witness

Demetric M. Holston
Notary Public

Notary Public, Fulton County, Georgia
Commission Expires June 22, 1990

My Commission Expires: _____

[NOTARIAL SEAL]

ATL0190



BOOK 5019 PAGE 35C

is is notification that Firstmark Development Corporation is requesting authorization from Cobb County to erect County approved esthetic sign posts in HAMPDEN GLEN. We understand that all esthetic sign posts must be installed in strict accordance with Cobb County requirements and the approved signing plan for our development. We also understand that this permit must be incorporated into our subdivision/development covenants and that a copy of these covenants must be attached in order for Cobb D.O.T. to approve this permit. We further understand that we and our successors will be responsible for the perpetual maintenance of these esthetic posts in accordance with the requirements listed below:

[Signature]
Authorized Signature Date 8/15/88

S.R. Tucker
Title Vice President
Firstmark Development Corp.
Company or Organization

INSTALLATION AND MAINTENANCE REQUIREMENTS:

1. Regardless of whether our streets have been accepted by the County, we understand that Cobb County will provide the actual metal signs and that it will be our responsibility to pick up these signs and install them to the wooden backboards then.
2. Prior to acceptance of streets in our development we understand that we will be responsible for installation of the esthetic sign posts. After acceptance it will be our responsibility to notify the County when the esthetic signs need maintenance. We understand that the County will install standard County sign posts until they are notified that the esthetic sign posts have been repaired and are ready to be reinstalled. Further, we understand that it is our responsibility to repair and/or replace the esthetic posts and notify the County where in our development the signs may be picked up for reinstallation.
3. Should we or our successors fail to provide these materials or fail to install all signs in strict accordance with Cobb County requirements and our approved signing layout, we further understand the County will be required to remove the esthetic posts and replace them with standard County sign posts.

APPROVED BY COBB D.O.T.

COBB COUNTY, GA.
FILED IN OFFICE
88 AUG 19 PM 4:10
J.C. Stephenson
COBB SUPERIOR COURT CLERK

Signature _____ Date _____

Title _____
BOOK 5044 PAGE 453

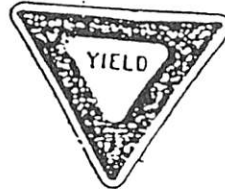
ESD 1 MAR 88



R1-1
30" x 30"



24" x 24"
Internal
Subdivision Use



R1-2
30" x 30" x 30"



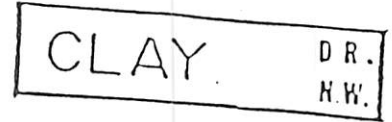
R1-2
6" x 16"



R2-1
24" x 30"



R4-7
24" x 30"



D-3
6" x 36"



6" x 24"



6" x 30"



W3-1a
36" x 36"



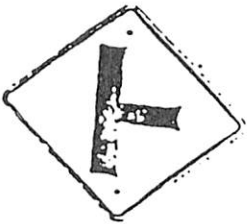
W1-4R
30" x 30"



W1-2R
30" x 30"



W1-3R
30" x 30"



W2-2
30" x 30"



W2-1
30" x 30"



W1-1R
30" x 30"

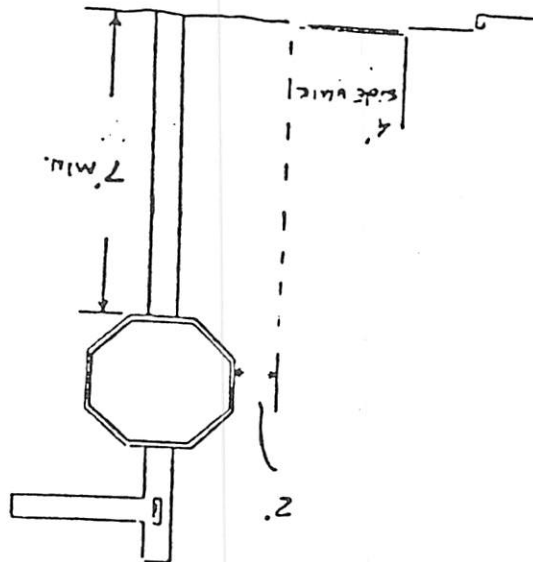
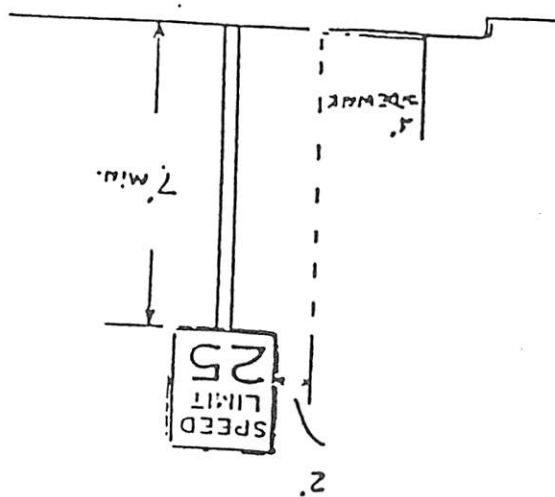


W14-1
24" x 24"

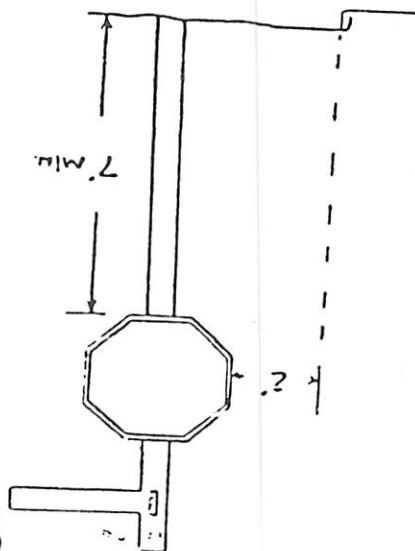
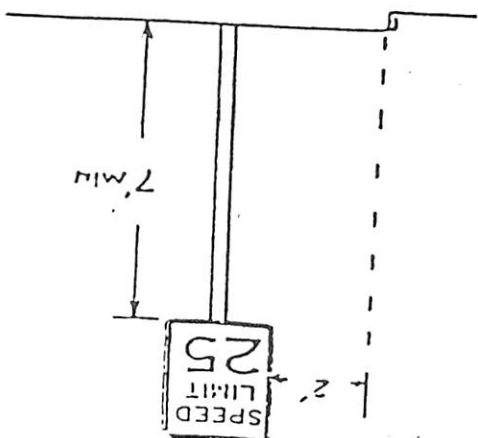


W14-2
30" x 30"

With Sidewalk



Without Sidewalk



COBB D.O.T. PERMIT FOR ESTHETIC SIGN POST IN NEW DEVELOPMENT

FIRSTMARK DEVELOPMENT CORPORATION is requesting permission from Cobb County D.O.T. to erect County approved esthetic sign posts (intersections only or throughout development) in HANNAH ELLEN UNIT II (PHASES II & III).

We understand that all esthetic sign posts are to be installed in strict accordance with Cobb D.O.T. requirements and the approved signing plan for our development. We also understand that this permit must be incorporated into our subdivision/development covenants with proof of this submitted to Cobb D.O.T. prior to D.O.T. approving this permit. We further understand that we and our successors will be responsible for the perpetual maintenance of approved esthetic sign posts in accordance with the installation and maintenance requirements listed below:

[Signature]
Authorized Signature

1-9-89
Date

VICE PRESIDENT
Title

FIRSTMARK DEVELOPMENT CORP.
Company/Organizat ion

INSTALLATION AND MAINTENANCE REQUIREMENTS:

No.1 - We understand that Cobb D.O.T. will provide the actual metal signs and that we will be responsible for picking up these signs at the County Sign Shop and installing them to the esthetic backboards.

No.2 - We also understand that we will be responsible for the initial installation of these esthetic signs. After installation, we will be responsible for notifying the County when these esthetic signs need maintenance and we understand that the County will install standard County signs until they have been notified that the esthetic sign posts have been repaired and are ready to be installed. Further, we understand it is our responsibility to repair and/or replace esthetic sign posts and to inform the County where in our development the signs may be picked up for reinstallation.

No.3. - Should we or our successors fail to meet the installation and maintenance requirements listed above and on the attached pages, or install the signs initially in accordance with the approved signing layout, we understand Cobb D.O.T. will remove the esthetic sign posts and replace them with standard County signs.

APPROVED BY COBB D.O.T.

Signature

Date

Title

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

FILED AND RECORDED
1990 JAN 10 AM 11:19

BK 5604 PG 0469

ESP 4 NOV. 1989

FILED AND RECORDED

1990 MAR 19 AM 11: 14

9.00
5.00

STATE OF GEORGIA
COUNTY OF COBB

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

CROSS REFERENCE:
Deed Book 5019, page
339, Cobb County,
Georgia records

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
HAMPTON GLEN SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter referred to as the "Amendment") is made and entered into with an intended effective date of May 1, 1989, by FIRSTMARK DEVELOPMENT CORPORATION, a South Carolina corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of the subdivision known as HAMPTON GLEN SUBDIVISION, being a subdivision of all those certain lots, tracts or parcels of land situated, lying, and being in Land Lots 269, 270, 323, 324, 325, and 343 of the 19th District, 2nd section, Cobb County, Georgia, and being more fully delineated by those certain plats of survey all recorded in the office of the Clerk of Superior Court of Cobb County, Georgia, to-wit: Plat Book 118, page 49, Plat Book 126, page 46, and Plat Book 129, page 95; and

WHEREAS, Developer made and executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for HAMPTON GLEN SUBDIVISION, dated July 26, 1988 (hereinafter referred to as the "Declaration"), recorded in Deed Book 5019, page 339, Cobb County, Georgia records; and

WHEREAS, Article X of the Declaration provides that the Developer shall have the right from time to time to submit all or portions of the "Additional Property" (as that term is defined in the Declaration; said "Additional Property" also being more particularly described in Exhibit "A", attached hereto and by reference made a part hereof) to the Declaration and thereby cause the Additional Property to become part of the "Property" (as that term is defined in the Declaration); and

WHEREAS, Developer now desires to submit the Additional Property to the Declaration and to cause the Additional Property to become part of the Property;

NOW, THEREFORE, Developer declares that the Declaration shall be and is hereby amended as follows:

1. Developer declares that the Additional Property is and shall be subject to all of the covenants, conditions, restrictions, easements, charges and liens contained in the Declaration and to the jurisdiction, rights and powers created or reserved by the Declaration, and that the Additional Property is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

2. The term "Property" as defined in the Declaration shall henceforth include the "Additional Property".

3. All Lots created on portions of the Additional Property shall be restricted exclusively to residential use, in accordance with Article VIII of the Declaration.

Except as specifically amended hereby, all the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be

executed under seal as of the day and year first above written.

FIRSTMARK DEVELOPMENT CORPORATION

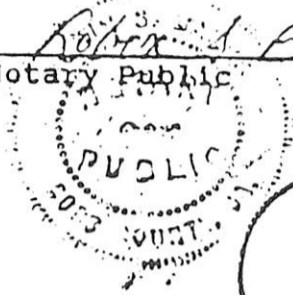
By: *Steven R. Tucker*
Steven R. Tucker, Vice President

Signed, sealed and delivered in the presence of:

Harvey Boone
Unofficial Witness

Robert A. Baker
Notary Public

[CORPORATE SEAL]



ACKNOWLEDGMENT AND CONSENT BY LENDER

The undersigned Lender is the owner and holder of the following Deeds to Secure Debt and Security Agreements (hereinafter collectively referred to as the "Security Deeds") made, executed, and delivered by Firstmark Development Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee:

(1) Security Deed dated April 28, 1988, recorded in Deed Book 4899, page 419, Cobb County, Georgia records; and

(2) Security Deed dated March 28, 1989, recorded in Deed Book 5285, page 36, aforesaid records.

Lender executes this consent and approval for the limited purpose of approving the execution and recording of the Second Amendment to Declaration for Hampton Glen Subdivision to which this Acknowledgement is attached, but the lien, encumbrance and effect of the Security Deeds shall not be and are not hereby made subject and subordinate to the Declaration, as amended.

By acceptance of this Acknowledgement and Consent, Developer covenants and agrees that Developer will not amend the By-Laws of the Association without the prior written consent of Lender and that any amendment of the By-Laws of the Association without such consent will constitute a default under the Security Deeds.

IN WITNESS WHEREOF, Georgia Federal Bank, FSB, has caused this consent to be executed and its seal affixed hereunder by its duly authorized officer for the purposes described hereinabove as of this 12 day of March, 1990.

Signed, sealed and delivered
in the presence of:

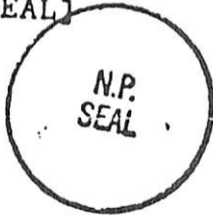
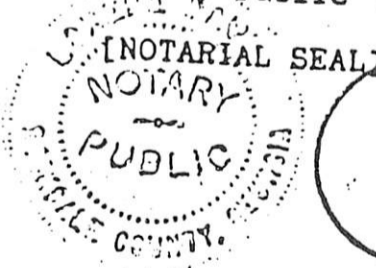
GEORGIA FEDERAL BANK, FSB

[Signature]
Unofficial Witness

By: [Signature]
Its: ROBERT W. THOMAS
SENIOR VICE PRESIDENT

[Signature]
Notary Public Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 3, 1991

[BANK SEAL]



BK5669PG0332

FILED AND RECORDED

1990 MAR 19 AM 11:14

9.00
5.00

STATE OF GEORGIA
COUNTY OF COBB

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

CROSS REFERENCE:
Deed Book 5019, page
339, Cobb County,
Georgia records

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
HAMPTON GLEN SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter referred to as the "Amendment") is made and entered into with an intended effective date of February 15, 1990, by FIRSTMARK DEVELOPMENT CORPORATION, a South Carolina corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of the subdivision known as HAMPTON GLEN SUBDIVISION, being a subdivision of all those certain lots, tracts or parcels of land situated, lying, and being in Land Lots 269, 270, 323, 324, 325, and 343 of the 19th District, 2nd section, Cobb County, Georgia, and being more fully delineated by those certain plats of survey all recorded in the office of the Clerk of Superior Court of Cobb County, Georgia, to-wit: Plat Book 118, page 49, Plat Book 126, page 46, and Plat Book 129, page 95; and

WHEREAS, Developer made and executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for HAMPTON GLEN SUBDIVISION, dated July 26, 1988 (hereinafter referred to as the "Declaration"), recorded in Deed Book 5019, page 339, Cobb County, Georgia records; and

WHEREAS, Article IX, Section 7(a) provides in part that the Declaration may be amended unilaterally by Developer ". . . if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation . . ."; and

WHEREAS, in order to obtain esthetic signage for Hampton Glen Subdivision it is necessary to amend the Declaration to provide for the maintenance and replacement of said esthetic signage;

NOW, THEREFORE, Developer declares that the Declaration shall be and is hereby amended by the addition of the following to Article VI Maintenance:

In addition, the Association shall perpetually maintain all esthetic signs and sign posts which were erected pursuant to any Cobb County Department of Transportation Permit for Esthetic Sign Posts in New Developments. The Association shall maintain such esthetic sign posts in accordance with applicable standards of the Cobb County Department of Transportation as amended from time to time.

Except as specifically amended hereby, all the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed under seal as of the day and year first above written.

FIRSTMARK DEVELOPMENT CORPORATION

By: *Steven R. Tucker*
Steven R. Tucker, Vice President

Signed, sealed and delivered in the presence of:

Harry Bond
Unofficial Witness

Robert S. Baker
Notary Public

[CORPORATE SEAL]



ACKNOWLEDGMENT AND CONSENT BY LENDER

The undersigned Lender is the owner and holder of the following Deeds to Secure Debt and Security Agreements (hereinafter collectively referred to as the "Security Deeds") made, executed, and delivered by Firstmark Development Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee:

- (1) Security Deed dated April 28, 1988, recorded in Deed Book 4899, page 419, Cobb County, Georgia records; and
- (2) Security Deed dated March 28, 1989, recorded in Deed Book 5285, page 36, aforesaid records.

Lender executes this consent and approval for the limited purpose of approving the execution and recording of the First Amendment to Declaration for Hampton Glen Subdivision to which this Acknowledgement is attached, but the lien, encumbrance and effect of the Security Deeds shall not be and are not hereby made subject and subordinate to the Declaration, as amended.

By acceptance of this Acknowledgement and Consent, Developer covenants and agrees that Developer will not amend the By-Laws of the Association without the prior written consent of Lender and that any amendment of the By-Laws of the Association without such consent will constitute a default under the Security Deeds.

IN WITNESS WHEREOF, Georgia Federal Bank, FSB, has caused this consent to be executed and its seal affixed hereunder by its duly authorized officer for the purposes described hereinabove as of this 12 day of March, 1990.

Signed, sealed and delivered in the presence of:

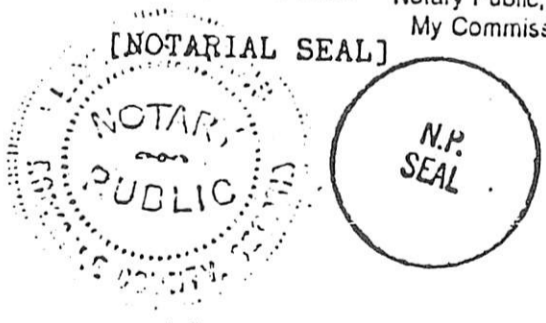
GEORGIA FEDERAL BANK, FSB

[Signature]
Unofficial Witness

By: [Signature]
Its: ROBERT W. THOMAS
SENIOR VICE PRESIDENT

[Signature]
Notary Public Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 3, 1991

[BANK SEAL]



BK 5669 PG 0335

FILED AND RECORDED

1120
5.00

STATE OF GEORGIA
COUNTY OF COBB

1990 MAR 19 AM 11:14

Jay C. Stephenson

CROSS REFERENCE:
Deed Book 5019, page
339, Cobb County,
Georgia records

COBB SUPERIOR COURT CLERK
THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
HAMPTON GLEN SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION (hereinafter referred to as this "Third Amendment") is made as of this 16th day of February, 1990, by FIRSTMARK DEVELOPMENT CORPORATION, a South Carolina corporation (hereinafter referred to as "Developer") and BLUE RIDGE GROUP, INC., a Georgia corporation (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, Developer made a certain Declaration of Covenants, Conditions, Restrictions and Easements for HAMPTON GLEN SUBDIVISION, on July 26, 1988, being recorded in Deed Book 5019, page 339, Cobb County, Georgia records, which Declaration was amended by a certain First Amendment to Declaration, dated May 1, 1989, and recorded in Deed Book 5669, page 330, aforesaid records, and a certain Second Amendment to Declaration dated February 15, 1990, and recorded in Deed Book 5669, page 333, aforesaid records (said Declaration, as amended by the First Amendment and Second Amendment, being hereinafter referred to as the "Declaration"); and

WHEREAS, Owner is the owner of the real property lying and being in Land Lot 344 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described on Exhibit "A", attached hereto and by reference made a part hereof (hereinafter referred to as the "Blue Ridge Property"); and

WHEREAS, the Blue Ridge Property is adjacent to Hampton Glen Subdivision, and is to be developed as part of Hampton Glen Subdivision; and

WHEREAS, Developer and Owner have determined that it will be beneficial to the ultimate owners of both the Property and the Blue Ridge Property if the Blue Ridge Property is included under the Declaration and is submitted to the rights, privileges and obligations thereof; and

WHEREAS, Article IX, Section 7. Amendment, Subparagraph (e) provides that the Developer has the right to expand the Declaration to include other real property by submission of said property to the rights, privileges and obligations of said Declaration, evidenced by an amendment to said Declaration;

NOW, THEREFORE, pursuant to Article IX, Section 7. Amendment, Subparagraph (e), Developer does hereby declare that the Declaration shall be and is hereby amended by the submission of the Blue Ridge

Property to the Declaration, and Developer and Owner do hereby declare that the Blue Ridge Property is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration. Developer does hereby declare that the Declaration shall be and is hereby amended to provide that from and after the date hereof the term "Property", as used in the Declaration, shall be deemed to include the Blue Ridge Property. Developer and Owner further declare that, in accordance with the provisions of said Declaration, every grantee of any interest in the Blue Ridge Property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to said Declaration and to the terms and conditions thereof and shall be deemed to have assented to said terms and conditions.

Except as specifically amended hereby, all the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer and Owner have caused this Third Amendment to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Harry Boone
Unofficial Witness

Robert S. Baker
Notary Public

[NOTARIAL SEAL] N.P. SEAL


Signed, sealed and delivered in the presence of:

Harry Boone
Unofficial Witness

Robert S. Baker
Notary Public

[NOTARIAL SEAL] N.P. SEAL
declaration, 3rd

DEVELOPER:

FIRSTMARK DEVELOPMENT CORPORATION 

By: Steven R. Tucker
Vice President

Attest: Robert S. Baker
Its: Notary Public

[CORPORATE SEAL]

OWNER:

BLUE RIDGE GROUP, INC.

By: Steven R. Tucker
Vice President

Attest: Secretary
Its: Secretary

[CORPORATE SEAL]



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 344 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF LAND LOT 344, being the corner common to Land Lots 323, 324, 343, and 344, said District and Section; run thence North 82 degrees 54 minutes 35 seconds West a distance of 797.00 feet along the North Land Lot Line of Land Lot 344; run thence South 07 degrees 05 minutes 25 seconds West a distance of 200.00 feet to a point; run thence South 31 degrees 15 minutes 02 seconds East a distance of 140.25 feet to a point; run thence South 32 degrees 56 minutes 24 seconds East a distance of 261.20 feet to a point; run thence South 63 degrees 29 minutes 46 seconds East a distance of 240.69 feet; run thence South 81 degrees 03 minutes 07 seconds East a distance of 306.54 feet to a point on the East Land Lot Line of Land Lot 344; run thence North 07 degrees 54 minutes 50 seconds east along the East Land Lot Line of Land Lot 344 a distance of 600.00 feet to the POINT OF BEGINNING.

The above-described property is shown on that certain plat of survey prepared for Blue Ridge and Connie Mae Tabb, et al, prepared by Blue Ridge Engineering, Inc., H. Tate Jones, Georgia Registered Land Surveyor No. 2339, dated March 28, 1989, and said property contains 9.200 acres, according to said plat of survey.

declaration.exa

BK5669PG0338

ACKNOWLEDGMENT AND CONSENT BY LENDER

The undersigned Lender is the owner and holder of the following Deeds to Secure Debt and Security Agreements (hereinafter collectively referred to as the "Security Deeds") made, executed, and delivered by Firstmark Development Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee:

- (1) Security Deed dated April 28, 1988, recorded in Deed Book 4899, page 419, Cobb County, Georgia records; and
- (2) Security Deed dated March 28, 1989, recorded in Deed Book 5285, page 36, aforesaid records.

Lender executes this consent and approval for the limited purpose of approving the execution and recording of the Third Amendment to Declaration for Hampton Glen Subdivision to which this Acknowledgement is attached, but the lien, encumbrance and effect of the Security Deeds shall not be and are not hereby made subject and subordinate to the Declaration, as amended.

By acceptance of this Acknowledgement and Consent, Developer covenants and agrees that Developer will not amend the Bylaws of the Association without the prior written consent of Lender and that any amendment of the Bylaws of the Association without such consent will constitute a default under the Security Deeds.

IN WITNESS WHEREOF, Georgia Federal Bank, FSB, has caused this consent to be executed and its seal affixed hereunder by its duly authorized officer for the purposes described hereinabove as of this 12 day of February, 1990.

Signed, sealed and delivered in the presence of:

GEORGIA FEDERAL BANK, FSB

[Signature]
Unofficial Witness

By: [Signature]
Its: ROBERT W. THOMAS
SENIOR VICE PRESIDENT
[BANK SEAL]

[Signature]
Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 3, 1991

[NOTARIAL SEAL]

PUBLIC
ga-federal.ack
N.P.
SEAL

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