

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE
MEMBERS OF THE BOARD OF DIRECTORS
OF HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.
APPROVING CERTAIN ACTIONS AND RESOLUTIONS IN LIEU OF MEETINGS

THE UNDERSIGNED, being all the Members of the Board of Directors of HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as the "Corporation"), by written consent, do hereby waive notice and adopt the following actions and resolutions as of the 5th day of August, 2008.

RESOLVED, that the Board of Directors of Hamilton Township Homeowners Association, Inc. deem it in the best interest of the owners of lots in Hamilton Township Subdivision and the Corporation, financially and otherwise, to enter into a Recreation Use Agreement with The Estates at Hamilton Township HOA, Inc. for the use of the amenities/recreation area in Hamilton Township by owners of lots in The Estates at Hamilton Township and a similar Recreation Use Agreement for lots to be developed on property owned by EBK, LLC which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference; and

RESOLVED, that the Board of Directors of Hamilton Township Homeowners Association, Inc. is hereby granted the authority to take any and all actions necessary to negotiate, enter into and execute the Recreation Use Agreement referenced above.

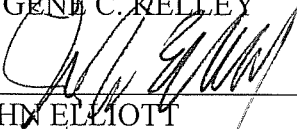
IN WITNESS WHEREOF, the undersigned Members of the Board of Directors have hereunto set their hands and seals as of the day and year first above written.

BOARD OF DIRECTORS:


HAMILTON TOWNSHIP HOMEOWNERS
ASSOCIATION, INC.



EUGENE C. KELLEY



JOHN ELLIOTT



WILLIAM M. BLACK

CERTIFIED RESOLUTION

I, **WILLIAM M. BLACK**, certify that I am the Secretary of **HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation, (hereinafter referred to as the "Corporation"), that the President of the Corporation is Eugene C. Kelley, and that the following is a true and correct copy of a Resolution duly adopted by unanimous consent of said Corporation effective the 5th day of August 2008, and that such Resolution has not been altered, repealed or amended and remains in full force and effect:

RESOLVED, that the Board of Directors of Hamilton Township Homeowners Association, Inc. deem it in the best interest of the owners of lots in Hamilton Township Subdivision and the Corporation, financially and otherwise, to enter into a Recreation Use Agreement with The Estates at Hamilton Township HOA, Inc. for the use of the amenities/recreation area in Hamilton Township by owners of lots in The Estates at Hamilton Township and a similar Recreation Use Agreement for lots to be developed on property owned by EBK, LLC which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference; and

RESOLVED, that the Board of Directors of Hamilton Township Homeowners Association, Inc. is hereby granted the authority to take any and all actions necessary to negotiate, enter into and execute the Recreation Use Agreements referenced above.

IN WITNESS WHEREOF, I have hereunto set my hand under this seal this 5th day of August, 2008.


EUGENE C. KELLEY, PRESIDENT

{CORPORATE SEAL}

ATTEST:


EUGENE C. KELLEY, Secretary

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE
MEMBERS OF THE BOARD OF DIRECTORS
OF HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.
APPROVING CERTAIN ACTIONS AND RESOLUTIONS IN LIEU OF MEETINGS

THE UNDERSIGNED, being all the Members of the Board of Directors of HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as the "Corporation"), by written consent, do hereby waive notice and adopt the following actions and resolutions as of the 5th day of August, 2008.

RESOLVED, that the Recreation Use Agreement Between The Estates at Hamilton Township HOA, Inc. and EBK,LLC, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

IN WITNESS WHEREOF, the undersigned Members of the Board of Directors have hereunto set their hands and seals as of the day and year first above written.

BOARD OF DIRECTORS:

HAMILTON TOWNSHIP HOMEOWNERS
ASSOCIATION, INC.



EUGENE C. KELLEY



JOHN ELLIOTT



WILLIAM M. BLACK

RESOLUTION

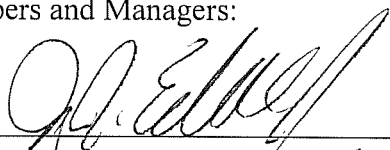
RESOLVED, that EBK, LLC (the "Company") be and is hereby authorized and directed to execute that certain Recreation Use Agreement by and between Hamilton Township Homeowners Association, Inc. and EBK, LLC upon such terms and conditions^{as} as any manager of the Company deems appropriate; and


RESOLVED, FURTHER, that all actions heretofore taken by any of the undersigned in furtherance of the matters herein set forth have been and are hereby ratified and affirmed.

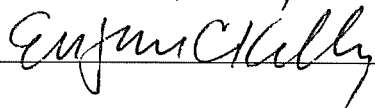
This resolution is executed by unanimous written consent this ____ day of July, 2008 by all of the members and managers of the Company.

EBK, LLC

Members and Managers:







SPACE ABOVE USED FOR RECORDING INFORMATION

RETURN TO: SSS
MOORE INGRAM JOHNSON & STEELE, LLP
192 ANDERSON STREET
MARIETTA, GA 30060

RECREATION USE AGREEMENT

This Agreement is made and entered into this 6th day of August, 2008, by and between HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation and EBK, LLC, a Georgia Limited Liability Company (hereinafter referred to as "EBK").

WITNESSETH :

WHEREAS, EBK is the owner of certain property in Cobb County, (hereinafter the "EBK Property"), said property being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter the "EBK Property");

WHEREAS, the EBK Property is located in close proximity to Hamilton Township Subdivision, said property being more particularly described on Exhibit "B" attached hereto and made a part hereof by reference (hereinafter referred to as the "Hamilton Township Property")

WHEREAS, EBK desires to develop the EBK Property as a subdivision to be known as The Enclave at Hamilton Township or sell the EBK Property to a third party who will develop the EBK Property as a residential subdivision; and

WHEREAS, EBK desires to enter into this agreement so that it, or its successors and assigns, has the option to choose to use the amenities/recreational facilities which are located on the Hamilton Township Property; and

WHEREAS, Hamilton Township Homeowners Association, Inc. and EBK deem it in the best interest of all owners of lots located on the Hamilton Township Property and the owners of lots to be developed on the EBK Property (hereinafter the "Owners") to enter into this

Recreation Use Agreement to govern the potential use of the amenities package/recreation areas located on the Hamilton Township Property.

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1.

The Board of Directors of Hamilton Township Homeowners Association, Inc. have resolved and agreed that it is in the best interest of Hamilton Township Homeowners Association, Inc. and the owners of lots in Hamilton Township Subdivision to grant Owners the right, should EBK or its successors and assigns choose to take advantage of such right, to use any and all amenity areas and recreation facilities located on the Hamilton Township Property (the "Facilities") and do hereby grant such rights to EBK and Owners. In the event that EBK, its successors and assigns wish to exercise its rights under this paragraph, EBK, its successors and assigns shall give written notice to the Association, at the address on the Secretary of State, of its intent to exercise its right to use the Facilities (hereinafter the "Notice").

2.

In the event EBK or its successors and assigns exercise the rights granted under paragraph 1 and in consideration of Hamilton Township Homeowners Association, Inc., granting use of the Facilities to Owners, EBK, its successors and assigns, hereby agree to pay a per Lot amount equal to the annual assessment for Hamilton Township to Hamilton Township Homeowners Association, Inc. on or before January 15th of each year (the "Use Fee"). The Use Fee may be raised by Hamilton Township Homeowners Association, Inc. no more than five percent (5%) per year without obtaining the consent of EBK, its successors and assigns. The Use Fee shall be prorated as of the date of the Notice and said sum shall be delivered to Hamilton Township Homeowners Association, Inc. simultaneously with the Notice. All payments should be sent to the address of Hamilton Township Homeowners Association, Inc. as same is shown on the Secretary of State.

3.

By execution of this Recreation Use Agreement, Owners understand that they are subject to and bound by all rules and regulations formulated for the Facilities and failure to comply with same could result in Hamilton Township Homeowners Association, Inc. suspending the use of the Facilities of the offending Owner for a time not to exceed sixty (60) days for each violation by said offending Owner.

4.

In the event that the payments referenced in Paragraph 2 are not made in a timely manner, Hamilton Township Homeowners Association, Inc. shall have the right to suspend the

use of the Facilities by all Owners until such time as all sums owed are received by the Hamilton Township Homeowners Association, Inc.

5.

By execution of this Agreement, EBK, on behalf of itself, its successors and assigns, and Hamilton Township Homeowners Association, Inc. hereby assert that each has the authority to execute this Recreation Use Agreement and abide by the terms and conditions contained herein.

6.

It is the intent of the parties hereto that EBK, as well as its successors and assigns, have the option, but not the obligation, to exercise the right under this Agreement to use the Facilities. It is understood by all parties that EBK, its successors and assigns, may never exercise its right to use the Facilities pursuant to this Agreement, and nothing in this Recreation Use Agreement shall be construed so as to obligate EBK, its successors and assigns, to exercise such rights.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal the day and year first above written.

EBK, LLC

Eugene C. Kelley (SEAL)
By: EUGENE C. KELLEY
Title: member/manager
Date: _____

HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.

Eugene C. Kelley
By: EUGENE C. KELLEY
Name: Eugene C. Kelley
Title: RESIDENT
Date: _____

(Corporate Seal)

**AN ORIGINAL OF THIS AGREEMENT SHALL BE FILED IN THE MINUTE BOOK
OF HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT "A"

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 277 of the 20th District, 2nd Section, Cobb County, Georgia, being designated as Tract 1, and being 4.860 acres, as shown on that certain Boundary Survey for EBK, LLC, Georgian Bank and Chicago Title Insurance Company, prepared for Arcadis, Andrew Milner, Georgia Registered Land Surveyor No. 2545, dated July 6, 2005, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the intersection of the southeasterly right of way of Kennesaw Due West Road (having a 75 foot right of way) with the westerly land lot line of Land Lot 277, said district and section; thence proceed in a northeasterly direction as measured along the southeasterly right of way of Kennesaw Due West Road for a distance of 260 feet to a 1/2 inch rebar found on the southeasterly right of way of Kennesaw Due West Road, said point being the TRUE POINT OF BEGINNING; thence running in a northeasterly direction as measured along the southeasterly right of way of Kennesaw Due West Road the following courses and distances: along the arc of a curve an arc distance of 178.81 feet (said arc being subtended by a chord bearing North 70 degrees 23 minutes 31 seconds east a chord distance of 178.08 feet, and having a radius of 573.58 feet) to a point; north 79 degrees 19 minutes 21 seconds east for a distance of 79.11 feet to a 1/2 inch open top pipe found and corner; thence running South 13 degrees 41 minutes 40 seconds east for a distance of 709.33 feet to a 1/2 inch rebar with cap found and corner; thence running south 86 degrees 30 minutes 28 seconds west for a distance of 198.97 feet to a 1/2 inch rebar w/cap found; thence running south 86 degrees 28 minutes 02 seconds west for a distance of 193.02 feet to a 5/8 inch rebar found; thence running south 85 degrees 59 minutes 09 seconds west for a distance of 23.45 feet to a 1/2 inch rebar found and corner; thence running North 08 degrees 12 minutes 31 seconds west for a distance of 99.38 feet to a 3/4 inch open top pipe found; thence running north 08 degrees 00 minutes 25 seconds west for a distance of 141.32 feet to a 1/2 inch rebar found and corner; thence running north 82 degrees 09 minutes 17 seconds east for a distance of 49.94 feet to a 5/8 inch rebar found and corner; thence running north 03 degrees 18 minutes 45 seconds east for a distance of 108.52 feet to a 5/8 inch rebar found and corner; thence running north 21 degrees 19 minutes 03 seconds east for a distance of 161.62 feet to a 5/8 inch rebar found and corner; thence running north 08 degrees 05 minutes 42 seconds west for a distance of 99.95 feet to a 1/2 inch rebar found and corner; thence running north 60 degrees 11 minutes 31 seconds west for a distance of 75.28 feet to the POINT OF BEGINNING

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 277 of the

26th District, 2nd Section, Cobb County, Georgia, being designated as Tract 2, and being 6.820 acres, as shown on that certain Boundary Survey for EBK, LLC, Georgian Bank, and Chicago Title Insurance Company, prepared by Arcadis, Andrew Milner, Georgia Registered Land Surveyor No. 2545, dated July 6, 2005, and being more particularly described as follows:

TO FIND THE TRUE POINT BEGINNING commence as the intersection of the southeasterly right of way of Kennesaw Due West Road (having a 75 foot right of way) with the westerly land lot line of Land Lot 277, said district and section; thence proceed in a northeasterly direction as measured along the southeasterly right of way Kennesaw Due West Road for a distance of 250 feet to a 1/2 inch rebar found on the southwesterly right of way of Kennesaw Due West Road; thence proceed in a northwesterly direction as measured along the southeasterly right of way of Kennesaw Due West Road the following courses and distances; along the arc of a curve an arc distance of 178.81 feet (said arc being subtended by a chord bearing North 70 degrees 23 minutes 31 seconds east for a distance of 178.08 feet, and having a radius of 573.58 feet) to a point; north 79 degrees 19 minutes 21 seconds east for a distance of 791.11 feet to a 1/2 inch open top pipe found and the TRUE POINT OF BEGINNING; thence running North 79 degrees 19 minutes 21 seconds east for a distance of 315.70 feet to a 1 inch open top pipe found and corner; thence leaving said right of way and running south 13 degrees 52 minutes 39 seconds east for a distance of 293.34 feet to a 1/2 inch rebar found; thence running South 14 degrees 04 minutes 45 seconds east for a distance of 250.00 feet to a point; thence running south 13 degrees 22 minutes 30 seconds east for a distance of 204.24 feet to a point; thence running south 11 degrees 21 minutes 30 seconds east for a distance of 199.95 feet to a point; thence running south 11 degrees 06 minutes 00 seconds east for a distance of 27.99 feet to a point and corner; thence running north 87 degrees 49 minutes 27 seconds west for a distance of 318.81 feet to a point and corner; thence running North 13 degrees 53 minutes 27 seconds west for a distance of 196.03 feet to a 1/2 inch rebar w/cap found; thence running north 13 degrees 41 minutes 40 seconds west for a distance of 709.33 feet to the POINT OF BEGINNING.