
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

SPACE ABOVE USED FOR RECORDING INFORMATION

RETURN TO: SSS
Moore Ingram Johnson & Steele, LLP
Emerson Overlook
326 Roswell Street
Marietta, GA 30060

RECREATIONAL USE AGREEMENT

This Agreement is made and entered into this 2nd day of July, 2010 by and between HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation and TRATON HOMES, LLC, a Georgia Limited Liability Company. 12/30

WITNESSETH:

WHEREAS, Traton Homes, LLC is the owner of certain property located in Cobb County, Georgia, said property being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (said property being hereinafter referred to as the "Enclave Property"); and

WHEREAS, Traton Homes, LLC intends to develop the Enclave Property as a residential subdivision to be more commonly known as The Enclave at Hamilton Township;

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

WHEREAS, Traton Homes, LLC desires to enter into an Agreement with Hamilton Township Homeowners Association, Inc. for the use of any pool, clubhouse, amenities package, recreation area, and/or playground area located in Hamilton Township Subdivision (hereinafter collectively referred to as the "Facilities");

WHEREAS, Hamilton Township Homeowners Association, Inc. has entered into an independent agreement with First Citizens Bank and Trust Company, Inc. ("Citizens"), whereby Citizens is transferring Lot 149 in Hamilton Township Subdivision to the Hamilton Township Homeowners Association, Inc. for use as a common area;

WHEREAS, Hamilton Township Homeowners Association, Inc. and Traton Homes, LLC deem it in the best interest of all owners of the Lots located in Hamilton Township Subdivision and all future owners of Lots to be developed on the Enclave Property to enter into this Recreational Use Agreement for the use of the Facilities by the owners of lots to be developed on the Enclave Property as same are shown on any recorded plat (said owner(s) being hereinafter the "Enclave Owner(s)" and said lot(s) being hereinafter the "Enclave Lot(s)").

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration more particularly enumerated below, 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 the Enclave Owners the right, but not the obligation, to use the Facilities and do hereby grant such rights to The Enclave at Hamilton Township HOA, Inc. and the Enclave Owners. All parties understand and agree that the Enclave Owners are not obligated to use the Facilities. The right to use the Facilities is voluntary and not mandatory. The decision to use the Facilities can be made by an Enclave Owner on a year to year basis, and only in those years that an Enclave Owner chooses to use the facility will they be obligated to pay the annual Use Fee.

2.

Traton Homes, LLC, its successor and assigns hereby agree, with respect to each Lot developed on The Enclave Property as shown on a plat recorded in the Land Records of Cobb County, Georgia, to pay a per Lot amount for each Enclave Lot/Enclave Owner that chooses to use the Facilities in an amount equal to forty percent (40%) of the then current per annual assessment for a Lot located in Hamilton Township Subdivision charged by Hamilton Township Homeowners Association, Inc. The Enclave at Hamilton Township HOA, Inc. shall be responsible for collection of any and all Use Fees owed and shall mail same to Hamilton Township Homeowners Association, Inc. at the address enumerated above on or before January 15th of each year ("the "Use Fee"). The Use Fees shall be charged with respect to the Enclave Lots that have been sold to current residents who have chosen membership (hereinafter "Membership") and shall not be charged per Lot that is owned by the developer of the Enclave Property or any builder building homes on the Enclave Property.

All parties agree that, at any one time, no more than thirteen Enclave Lots are eligible for Membership as set forth in this paragraph, and also agree the availability of the Memberships is contingent upon transfer of Lot 149 of Hamilton Township Subdivision to Hamilton Township Homeowners Association, Inc. by Citizens and contingent upon Traton Homes, LLC filing an amended Plat in the Cobb County revising the usage of Lot 149 to common area. Hamilton Township Homeowners Association, Inc. agrees to cooperate with Traton Homes, LLC during

the rerecording process and sign any documentation required by the applicable governmental authorities necessary to get the plat rerecorded.

3.

By execution of this Recreation Use and Maintenance Agreement, Traton Homes, LLC, its successors and assigns, 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 Enclave Owner for a time not to exceed sixty (60) days for each violation by said offending Enclave Owner. If an Enclave Owner is suspended due to a violation of rules or regulations, they shall not be entitled to a reimbursement (pro-rata or otherwise) of the Use Fee.

4.

In the event that all of the Use Fees referenced in Paragraph 2 above are not made in a timely manner, Hamilton Township Homeowners Association, Inc. shall have the right to suspend the use of the Facilities by the offending Enclave Owner(s) (the name(s) of same to be given by The Enclave at Hamilton Township HOA, Inc.) by providing written notice to said offending Enclave Owner until such time as all sums owed by said owner(s) are received by Hamilton Township Homeowners Association, Inc.

5.

By the execution of this Agreement, Traton Homes, LLC and Hamilton Township Homeowners Association, Inc. hereby assert that each has the authority to execute this Recreation Use and Maintenance Agreement and will abide by the terms and conditions contained herein.

6.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7.

This Agreement may be sign in counterparts.

[SIGNATURES APPEAR ON NEXT PAGE]

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

HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.

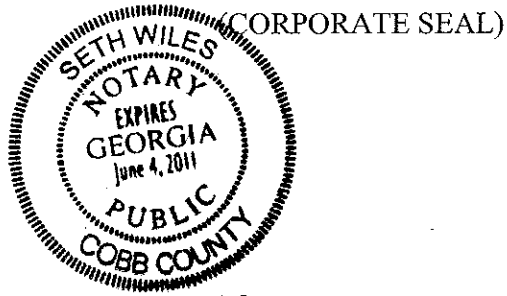
Randy Wood

By: _____

Title: PRESIDENT

Signed, sealed and delivered in the presence of:

[Signature]
WITNESS



[Signature]
6/25/10
NOTARY PUBLIC

TRATON HOMES, LLC

(SEAL)

By: _____

Title: _____

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC

[SIGNATURES CONTINUED ON NEXT PAGE]

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

HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION, INC.

By: _____
Title: _____

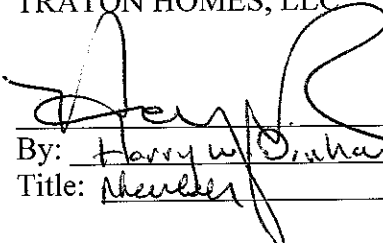
Signed, sealed and delivered in the presence of:

(CORPORATE SEAL)


WITNESS

NOTARY PUBLIC

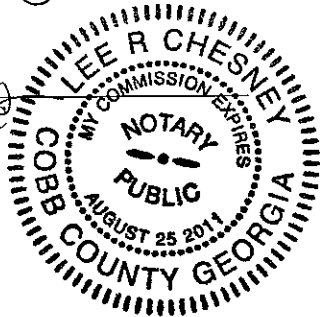
TRATON HOMES, LLC

 _____ (SEAL)
By: Harry W. Dehan
Title: Member

Signed, sealed and delivered in the presence of:

 _____
WITNESS

 _____
NOTARY PUBLIC



[SIGNATURES CONTINUED ON NEXT PAGE]

The undersigned hereby consents to the attached Recreation Use and Maintenance Agreement.

THE ENCLAVE AT HAMILTON TOWNSHIP
HOA, INC.

By: Eric Price
Title: Secretary

Signed, sealed and delivered
in the presence of:

(CORPORATE SEAL)

Willard P. O.

WITNESS

Lee R Chesney

NOTARY PUBLIC



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 277 of the 20th District, 2nd Section, Cobb County, Georgia, as per Final Plat of The Enclave at Hamilton Township, prepared by R.F.M. Consulting, LLC, R. Frank Meaders, Georgia Registered Land Surveyor Number 2041, recorded in Plat Book 271, Pages 719-720, Cobb County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

HAMILTON TOWNSHIP SUBDIVISION

EXHIBIT "B"

Page one of two pages

Page 1 of 3

All that tract or parcel of land lying and being in Land Lots 238 and 239 of the 20th District, 2nd Section, Cobb County, Georgia, being 106.406 acres as per plat of survey prepared for Hamilton Township, dated August 29, 1984 and prepared by Rodenberger & Associates, Inc. and being more particularly described as follows:

Beginning at a bent nail at the base of a one inch open top iron pin located at the common intersection of Land Lots 238, 239, 238 and 239, 20th District, 2nd Section, Cobb County, Georgia, and running thence North 89 degrees 06 minutes 47 seconds East along the northern land lot line of Land Lot 238, said district and section, for a distance of 1464.80 feet to an iron pin and corner; running thence South 88 degrees 26 minutes 74 seconds West for a distance of 1251.26 feet to an iron pin; running thence South 00 degrees 21 minutes 27 seconds West for a distance of 374.72 feet to a one half inch rebar and corner; running thence North 86 degrees 57 minutes 03 seconds East for a distance of 324.26 feet to 1/2 inch rebar and corner; running thence South 01 degrees 03 minutes 08 seconds East for a distance of 140.00 feet to a 1/2 inch rebar; running thence South 12 degrees 19 minutes 52 seconds West for a distance of 874.21 feet to a 1/2 inch rebar and corner located on the southern land lot line of Land Lot 239, said district and section; running thence South 29 degrees 23 minutes 17 seconds West along the southern land lot line of Land Lot 239 for a distance of 1348.66 feet to a one inch open top pipe; running thence South 89 degrees 20 minutes 45 seconds West along the southern land lot line of Land Lots 238 and 239 for a distance of 789.77 to an iron pin and corner located on the westerly side of the right of way of Hamilton Road (having a 40 foot right of way); running thence northwesterly in a counterclockwise direction along an arc, along the westerly side of the right of way of Hamilton Road and following the curvature thereof, said arc having a radius of 1571.98 feet (said arc being subtended by a chord bearing North 24 degrees 58 minutes 40 seconds West for a chord distance of 27.29 feet) for an arc distance of 27.29 feet to a point; running thence northwesterly in a counterclockwise direction along an arc, along the northerly side of the right of way of Hamilton Road and following the curvature thereof, said arc having a radius of 1571.98 feet (said arc being subtended by a chord bearing North 27 degrees 03 minutes 47 seconds West for a chord distance of 27.14 feet) for an arc distance of 27.14 feet to a point; running thence North 28 degrees 39 minutes 05 seconds West along the northerly side of the right of way of Hamilton Road for a distance of 308.49 feet to an iron pin and corner; running thence North 61 degrees 42 minutes 58 seconds East for a distance of 305.92 feet to a 3 inch open top pipe and corner located on the western land lot line of Land Lot 239, said district and section; running thence North 00 degrees 45 minutes 40 seconds East along the western land lot line of Land Lot 239 for a distance of 713.85 feet to an iron pin; running thence North 00 degrees 15 minutes 20 seconds East along

M9202P60197

EXHIBIT "B"
~~Page two of two pages~~
Page 2 of 3

the western land lot line of Land Lot 239 for a distance of 817.02 feet to a point; running thence North 00 degrees 38 minutes 14 seconds West along the western land lot line of Land Lot 239 for a distance of 281.72 feet to an iron pin; running thence North 00 degrees 02 minutes 48 seconds East along the western land lot line of Land Lot 239 for a distance of 209.80 feet to an iron pin at the point of beginning.

EXHIBIT "B"
Page 3 of 3

LEGAL DESCRIPTION OF UNSOLD LOTS

All that tract or parcel of land lying and being in Land Lot 256 of the 20th District, 2nd Section, Cobb County, Georgia, and being designated as Lot 149 and Lot 223 per that certain final plat of Highlands at Hamilton Township, Unit II, Phase I, prepared by Arcadia, R. Frank Meders, Georgia Registered Land Surveyor No. 2041, dated February 13, 2002, last revision recorded in Plat Book 212, pages 59-60, Records of Cobb County, Georgia. Said plat is incorporated herein for a more complete delineation of said property.

AND

All that tract or parcel of land lying and being in Land Lot 239 of the 20th District, 2nd Section, Cobb County, Georgia, and being designated as Lot 168, per that certain final plat of Hamilton Township, Phase II-B, prepared by Arcadia, R. Frank Meders, Georgia Registered Land Surveyor No. 2041, dated November 22, 1999, last revision recorded in Plat Book 184, Page 83, Records of Cobb County, Georgia. Said plat is incorporated herein for a more complete delineation of said property.