

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

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions for Hampton Place was recorded on May 8, 1992, in Deed Book 7425, Page 73, et seq., Gwinnett County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article IX, Section 4 of the Declaration provides for amendment of the Declaration with approval of members of The Owners at Hampton Place, Inc. ("Association"), entitled to cast two-thirds (2/3) of the total votes of the Association; and

WHEREAS, members entitled to cast at least two-thirds (2/3) of the total votes of the Association desire to amend the Declaration and have approved this amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article 1 Section 7 of the Declaration is hereby amended by adding the following to the end thereof:

The Properties constitute a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie, 1982), as such act may be amended from time to time.

---

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, et seq.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

Article I of the Declaration is hereby amended by adding the following Section 8 thereto:  
Section-8. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

3.

Article IV, Section 1 of the Declaration is hereby amended by deleting the second, third and fourth sentences of that Section in their entirety and substituting the following therefor:

All such assessments, together with late charges, other authorized charges, interest, costs, and reasonable attorney's fees actually incurred, all in the maximum amount permitted under the Act, shall be

a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia records evidencing the lien created under the Act and this Declaration. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

4.

Article IV, Sections 10 and 11 of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor, and further, by adding the following Section 14 thereto:

Section 10. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If the annual assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(b) If the Board permits payment of the annual assessments in installments, and assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment with ten (10) days written notice.

(c) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend voting

rights and rights of the Owner and any occupants, family members or guests of the Owner to use the Common Area (provided, however, the Board may not deny ingress or egress to or from the Lot).

Section-I-I. Lien-Priority. The lien provided for herein shall have priority as provided in the Act.

Section—IA. Statement of Account. Any Owner, Mortgage holder, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however,

the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

5.

Article IV, Section 13 of the Declaration is hereby amended by adding the following to the end thereof:

The Association also shall have all rights to levy assessments, charges, fines and fees provided for under Sections 44-3-223 and 44-3-225(a) of the Act.

6.

Article IX, Section 1 of the Declaration is hereby amended by adding the following to the end thereof:

The actions and powers provided for herein are in addition to all other remedies available under the Act and Georgia law.

7.

Article IX, Section 3 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section-3. Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act.

8.

Article IX, Section 4 of the Declaration is hereby amended by deleting the phrase "two-thirds (2/3) of the total votes" therefrom and substituting "sixty-six and two-thirds (66-2/3%) percent of the total eligible votes" therefor.

9.

Article IX of the Declaration is hereby amended by adding the following Section 14 thereto:

This\_\_day of\_\_\_\_\_ 2004.

THE OWNERS AT HAMPTON PLACE, INC