

Deed Book 43865 Pg 365  
Filed and Recorded Nov-14-2006 10:00am  
2006-0375475  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

Return to: Weissman, Nowack, Curry & Wilco, P.C.  
3500 Lenox Road, 4<sup>th</sup> Floor  
Atlanta, Georgia 30326  
Attention: Jay Lazega

[Space Above Reserved for Recording Data]

STATE OF GEORGIA  
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 16605  
Page 60

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS  
FOR  
HAMPTON HALL  
And  
TO THE BY-LAWS OF  
HAMPTON HALL COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Protective Covenants for Hampton Hall was recorded on May 25, 1993, in Deed Book 16605, Page 60, *et seq.*, Fulton County, Georgia Records ("Declaration"), as amended, and the By-Laws of Hampton Hall Community Association, Inc. ("By-Laws") were recorded as Exhibit "D" to the Declaration; and

**WHEREAS**, Article XII, Section 4 of the Declaration and Article VI, Section 4 of the By-Laws provide that the Declaration and By-Laws may be amended by the affirmative vote, written consent, or any combination thereof, of the members of the Hampton Hall Community Association, Inc. ("Association") holding two-thirds (2/3) of the total Association vote; and

**WHEREAS**, members of the Association holding at least two-thirds (2/3) of the total Association vote desire to amend the Declaration and By-Laws and have approved this Amendment; and

**NOW, THEREFORE**, the Declaration of Protective Covenants for Hampton Hall and the By-Laws of Hampton Hall Community Association, Inc., are hereby amended as follows:

1.

**Article IV, Section 2 of the Declaration is hereby amended by deleting the second and third sentences of the first paragraph thereof in their entirety and substituting the following therefor:**

All assessments provided for herein, together with charges, late charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, 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. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due.

**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.**

2.

Article IV, Section 2 of the Declaration is hereby amended by: (i) deleting the phrase "*and (c)*" from the first paragraph thereof and substituting "*(c) Capital Contribution Assessments provided for herein; and (d)*" therefor; (ii) deleting the phrase "*first Mortgagee*" from the first paragraph thereof and substituting "*first priority Mortgagee*" therefor; and (iii) deleting the phrase "*ten (10) days*" from the second paragraph thereof and substituting "*five (5) business days*" therefor.

3.

Article IV, Section 5 of the Declaration is hereby amended by deleting the first paragraph of that Section in its entirety and substituting the following therefor:

The lien provided for herein shall have priority as provided in the Act.

4.

Article IV, Section 6 of the Declaration is hereby amended by deleting the first five sentences of that Section in their entirety and substituting the following therefor:

All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within ten (10) days of the due date, 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 may be permitted by the Act shall accrue from the due date.

If assessments and 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 By-Laws, the Act and Georgia law and suspend the Owner's and occupant's right to use the Common Property.

5.

Article IV, Section 8 of the Declaration is hereby amended by adding the phrase "*, as provided in the Act*" to the end of the first sentence thereof and, further, by adding the following subsection (c) thereto:

(c) Expenses of the Association caused or occasioned by the conduct of any individual Lot Owner(s), or by less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s), may be specially assessed against such Lot(s), including attorney's fees incurred by the Association in enforcing the Declaration, By-Laws or Association rules.

6.

Article VI, Section 4 of the Declaration is hereby amended by deleting the third sentence thereof in its entirety and adding the following to the end thereof:

In addition to the provisions specified in this Section, the Board is authorized to adopt additional rules and restrictions on the parking of vehicles in the Community. Boats, trailers, buses, limousines, taxis, trucks with a cargo load capacity of one ton or more, full-sized vans (excluding mini-vans and sport utility vehicles used as passenger vehicles), recrea-

tional vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes, tool racks, business decals or signs, or other visible business evidence), and vehicles with commercial writings on their exteriors are also prohibited from being parked on a Lot or on the Property, except:

- (1) in garages or as otherwise approved by the Board;
- (2) in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot; or
- (3) in the case of boats and/or recreational vehicles, on a temporary basis for the purpose of loading, unloading or preparing for imminent use, not to exceed 24 consecutive hours or overnight more than once in any seven day period.

7.

**Article VI, Section 7 of the Declaration is hereby amended by deleting the third sentence thereof in its entirety and substituting the following therefor:**

Pets may not be left unattended outdoors. Pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas that are not enclosed by a tangible, physical fence. The Board may adopt additional regulations and restrictions on pets in the Community.

8.

**Article VI, Section 11 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

**Section 11. Antennas and Satellite Dishes.** Notwithstanding any other provision hereof, antennas and satellite dishes at the Community shall be governed by this Section. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot, except with written Board approval. DBS and MMDS antennas one meter or less in diameter, and television broadcast service antennas, may be installed in the least conspicuous location possible on the Lot, and in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Except as specifically provided above in this Section or with prior written Board approval, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community.

9.

**Article XII, 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 Community perpetually to the extent provided in the Act.

10.

**Section (e) of Exhibit "A" to the Declaration is hereby amended by adding the following to the end thereof:**

The Community constitutes a residential property owners development which hereby submits to the Georgia Community 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.

11.

Section (o) of Exhibit "A" to the Declaration is hereby amended by deleting the phrase "all of the votes" therefrom and substituting "all of the eligible votes" therefor.

12.

Exhibit "A" to the Declaration is hereby amended by adding the following Section (p) thereto:

(p) "Act" means the Georgia Community 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.

13.

Article II, Section 4 of the By-Laws is hereby amended by deleting the phrase "not less than ten (10) nor more than thirty (30) days before a meeting" therefrom and substituting "not less than 21 days before each annual meeting and seven days before each special meeting" therefor.

IN WITNESS WHEREOF, the undersigned officers of the Hampton Hall Community Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with proper notices given.

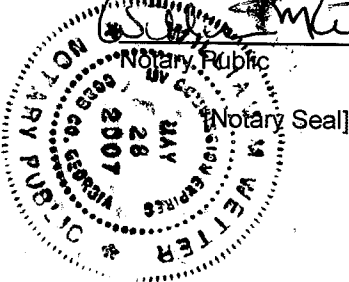
This 10<sup>th</sup> day of October 2006.

ASSOCIATION: HAMPTON HALL COMMUNITY ASSOCIATION, INC.

Sworn to and subscribed before me this 10<sup>th</sup> day of October, 2006.

*[Signature]*  
Witness

*[Signature]*  
Notary Public



By: *[Signature]* (Seal)  
President

Attest: *[Signature]* (Seal)  
Secretary

[Corporate Seal]