

STATE OF GEORGIA
COUNTY OF BARTOW

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DDC# 004552
FILED IN OFFICE
05/13/2011 10:49 AM
BK:2475 PG:1008-1016
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Cross Reference: Deed Book 876, Page 326

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTH HAMPTON & NORTH HAMPTON HOMEOWNERS
ASSOCIATION, INC.**

This Amendment to The Declaration of Covenants and Restrictions for North Hampton ("Amendment") is made on the date hereinafter set forth by North Hampton Homeowners Association, Inc. (hereafter referred to as the "Association").

WITNESSETH

WHEREAS, THE Declaration of Covenants for North Hampton & North Hampton Homeowners Association, Inc. was recorded on April 27, 1995, in Deed Book 876, Page 326, et seq., in the public land records of Bartow County, Georgia, as may have been amended from time to time (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Article 9, Section 4 provided for the amendment of the Declaration by a written consent of Owners holding at least two-thirds (2/3) of the Total Association Vote; and

WHEREAS, the Owners wish to amend the Declaration, including submission to the provisions of the Georgia Property Owners Association Act, O.C.G.A. Sections 44-3-220, et. Seq.; and

THIS AMMENDMENT HEREBY SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTIONS 44-3-220, ET. SEQ., CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION FOR INFORMATION REGARDING LIENS, DELIQUENCIES, AND OTHER COVENANT VIOLATIONS.

WHEREAS, Owners holding as least two-thirds (2/3) of the Total Association Vote consented in writing to the herein contained amendments, including submission of the Declaration to the provisions of the Georgia Property Owners Association Act, O.C.G.A. Sections 44-3-220, et. seq., as affirmed to by the attached signature of the Association President, and attested to by the Association Secretary; and

WHEREAS, the amendments provided for herein are not material with respect to first Mortgagees in that they do not materially and adversely affect the security title or interest of any first Mortgagee; provided however, in the event a court of competent jurisdiction determines that these amendments do materially and adversely affect the security title or interest of any first Mortgagee without such first Mortgagee's consent to these amendments, then these amendments shall not be binding on the first Mortgagee so involved, unless such first Mortgagee consents to these amendments; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected first Mortgagees.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Article 1, Subsection G, "Owner" is hereby deleted in its entirety and the following is substituted in its place:

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Lot (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

2.

Article 1, Sub-section (l), "Residential Units" is hereby deleted in its entirety and the following is substituted in its place:

(l) "Lots" shall mean and refer to each single family detached house located on a tract of subdivided property intended for a single family detached house.

3.

A new Sub-section (m), Act, is added to Article 1. As follows:

(m) "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.

4.

A new Sub-section (n), Total Association Vote, is added to Article 1. As follows:

(n) "Total Association Vote" shall mean that all of the votes attributable to members of the Association, but does not include those members who have had their right to vote suspended pursuant to the Declaration.

5.

Article 5, Section 1, entitled Creation of the Lien or Personal Obligation for Assessments. is hereby deleted in its entirety and the following is substituted in its place:

Section 1. Creation of the Lien and Personal Obligations for Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association for each Lot owned: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration or Bylaws. The Association, in the Board's discretion, may, but shall not be obligated to, record a Statement of Delinquent Assessments & Notice of Statutory Lien on the County lien records. The Lien provided for herein shall have priority as provided in the Act.

All such assessments, together with late charges, interest, costs, and reasonable attorney fees actually incurred (including post-judgment attorney fees), 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. Other than provided below, the grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided in this Article 5, Section 9, such grantee and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the property owners' association Lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, or in the event that any other person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the Lot be subject to any lien for assessments or under any instrument chargeable to the Lot on account for any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a common expense collectable from the grantor/prior owner, and his or her successors, successors-in-title, and assigns.

No Owner other than the association shall be exempted from any liability for any assessment under any instrument for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her Lot or any part 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.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided by the Board, annual assessments shall be paid on the first day of the Association's fiscal year. If the Board so elects, such assessments may be paid in installments, but if any Owner is delinquent in the payment of any assessments or other charges the Board may require any unpaid installments to be paid in full immediately.

6.

Article 5, Section 5, entitled Equality of Assessment among Residential Units. is hereby deleted in its entirety and the following is substituted in its place:

Section 5. Equality of Assessment among Lots.

No Lot within the Restricted Property shall bear a higher assessment than any other Lot within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B member may bear a greater or lesser assessment burden than Class A members while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

7.

Article 5, Section 7, entitled Effect of Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association is hereby deleted in its entirety and the following is substituted in its place:

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

- (a) Late Charges, Interest and other Collection fees. Any assessments or installments thereof, which are not paid when due shall be considered delinquent, and shall incur a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act. The delinquent assessments, including late charges, shall incur simple interest at the rate of ten percent (10%) per annum, or such higher amounts as may be authorized by the Act.

The Association shall also be entitled to costs of collection, including court costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees); the expenses required for the protection and preservation of the Lot, and the fair rental value of the Lot, from the time of the institution of an action, until the sale of the Lot at foreclosure, or until judgment rendered in the action is otherwise satisfied.

The Association may levy other fees provided or permitted by law, including charges for returned checks. The Association may also file a Statement of Delinquent Assessments & Notice of Statutory Lien on the county lien records. If the Board permits payment of the annual assessments in installments, and any assessment or other charge is not paid in

full within ten (10) days of the due date, then the Board may accelerate and declare immediately due and payable any remaining installments of the annual assessment.

- (b) Partial Payments. Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: post-judgment reasonable attorney's fees, costs, and expenses actually incurred, then to reasonable attorney's fees, costs, and expenses actually incurred and not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges. All of the foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment, including an offer of accord and satisfaction in settlement of a bona fide dispute. The Association may, but shall not be obligated to, allow any delinquent assessments, fines, or fees to be paid in installments, and may charge a reasonable service fee thereon.
- (c) Suit and Foreclosure of Lien. In the event that the assessment, fine or other charges, or any part thereof, remain unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien, and may recover all costs and reasonable attorney fees actually incurred up to the extent allowed by the Act and Georgia law. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property, as provided by the Act. 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 bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, or convey the same.

8.

A new Section 9 is added to Article 5, Statement of Account/Estoppel Letter, as follows:

Section 9. Statement of Account/Estoppel Letter.

Any Owner, mortgagee, 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 a 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 reasonable fee as authorized under the Act as a prerequisite for 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, if such statement is reasonably relied upon in connection with the issuance of any mortgage on such Lot.

If the Association does not require payment of the fee as a prerequisite to providing the statement of account, or if the statement of account is requested within a period shorter than

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five (5) business days, the Association, or its agent, may subsequently charge a reasonable fee in an amount larger than the maximum amount set by the Act, including any late payment fees, or other related costs including , but not limited to, fax, overnight delivery, research fee, and reasonable attorney fees actually incurred. If the statement of account is requested within a period shorter than three (3) business days, the Association, or its agent, may also charge a rush fee.

The Association, or its agent, may charge for ancillary expenses unrelated to providing the statement of account, including but not limited to: title transfer fees, providing copies of the governing documents, and providing completed lender questionnaires. If any of the above-related fees are not paid in full, the Association shall not be obligated to release any liens. The unpaid fees and costs shall be the responsibility of the Seller/Owner, shall be considered an assessment on the Lot, and may be collected as provided in these Covenants for other assessments, including the filing of a Statement of Delinquent Assessments & Notice of Statutory Lien on the county records.

9.

Article 7, Section 15, Recreational Equipment, is deleted in its entirety and the following is substituted in its place:

Section 15. Recreational Equipment.

Recreational and playground equipment shall be placed or installed upon a Tract only to the rear of any Lot. Basketball goals may be placed adjacent to the driveway. No above ground pools shall be allowed.

10.

Article 7, Section 20, Enforcement, is deleted in its entirety and the following is substituted in its place:

Section 20. Enforcement.

- (a) Compliance. The property shall be used only for those uses and purposes set out in this Declaration. Every Owner and occupant shall comply with this Declaration, By-Laws, and any Association Rules, Regulations and Guidelines, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, By-Laws, and any Association Rules, Regulations and Guidelines, including an action for damages and/or injunctive relief. In addition to any rights the Association may have against an Owner's family, guests, tenants or occupants, as a result of such person's violation, the Association may take action under this Declaration against the owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.
- (b) Fines, Suspensions, & Notices of Non-Compliance. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote and/or to use the Common Property for violation of any duty imposed under the Declaration, By-Laws, or any Association Rules, Regulations,

and Guidelines. To the extent any assessments, fines, or other charges, or any part thereof, remain unpaid more than thirty (30) days after becoming due, the Owner's right to vote and the Owner's, or occupant's, right to use the Common Property shall be automatically suspended until all amounts owed are paid in full. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. The Association shall also have the right to record a Notice of Non-Compliance on the County records regarding any outstanding violations of the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines.

- (c) Application to Owner and Occupant. If any occupant of a Lot violates the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines, any fines or suspensions may be imposed against the Owner and/or occupant. The failure of the Board to enforce any provision of the Declarations, By-Laws, or any Association Rules, Regulations and Guidelines shall not be deemed a waiver of the right of the Board to do so thereafter.
- (d) Failure of Enforcement. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.
- (e) Costs and Attorney Fees For Enforcement. In any enforcement action taken by the Association, including the abatement of any violation, the Association shall be entitled to any costs incurred against an Owner and/or occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation, shall constitute a specific assessment against the Lot.

11.

Article 9, Section 1, Duration, is hereby deleted in its entirety, and the following is substituted in its place:

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the Lots perpetually to the extent provided for in the Act.

12.

Article 9, Section 4, Amendment, is hereby deleted in its entirety, and the following is substituted in its place:

Section 4. Amendment.

This Declaration may be amended upon the affirmative vote, written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote.

13.

A new Section 5 is added to Article 9, Georgia Property Owner's Association Act, as follows:

Section 5. Georgia Property Owner's Association Act

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

**ALL OTHER PROVISIONS OF SAID DECLARATION FOR NORTH HAMPTON &
NORTH HAMPTON HOMEOWNERS ASSOCIATION, INC. SHALL REMAIN
UNCHANGED.**

If legal action is not instituted to challenge the validity of any amendment to the Declaration within one (1) year of the recording thereof in the Bartow County, Georgia land records, then any such amendment shall be presumed to be validly approved and adopted. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance, hereby agrees that the Declaration may be amended as provided for in this Section.

IN WITNESS WHEREOF, this amendment to the declaration is executed by the undersigned Officers of the Association, and said Officers hereby attest under oath that after a vote via a WRITTEN CONSENT FOR AMENDMENT TO THE COVENANTS OF NORTH HAMPTON SUBDIVISION and APPROVAL OF ACTION WITHOUT MEETING, PER GEORGIA STATUTE 14-3-704, the Board of Directors voted to submit the Original Declaration, as may have been amended from time to time to the Georgia Property Owners' Association Act (O.C.G.A. 44-3-220, et. seq.) as per the above provisions.

This 12th day of MAY, 2011.

NORTH HAMPTON HOMEOWNERS ASSOCIATION, INC.

Walker Owen
BY: Walker Owen, President

Roger Hackler
BY: Roger Hackler, Treasurer

Adam Whatley
BY: Adam Whatley, Secretary

Alex Murray
Witness

Sworn to and subscribed
before me this 12th day of May, 2011.



CR
Notary Public
My Commission expires July 28, 2013