

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HAMPTON SQUARE

THIS DECLARATION, made on the date hereinafter set forth by E. CRAIG MEYER AND ASSOCIATES, INC., JAMES CORDE COMPANY, INC. and PRESTON GILMORE CONSTRUCTION COMPANY, INC. hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Savannah, County of Chatham, State of Georgia, which is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hampton Square Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties,

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the Area of the subdivision saving and excepting therefrom all of the individual lots to be conveyed to property owners. All of which will more particularly appear on that certain Subdivision Map to be recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to E. Craig Meyer and Associates, Inc. its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members.

238 A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

✓ Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting

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one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided

transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaping, walks, and other exterior improvements. Such exterior maintenance shall not include doors, glass surfaces or trees, shrubs, grass or landscaping within enclosed patio areas.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior

any change or alteration therein be made until the

al committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be re-

EXHIBIT "A"

LEGAL DESCRIPTION

ALL those certain lots, tracts or parcels of land situate, lying and being known as the Eastern 300 feet of Blocks 64 and 87 and the adjacent 20 foot lane between said lots, Oakdale Subdivision, Savannah, Chatham County, Georgia, being more particularly described as follows:

Commencing at the concrete monument located at the intersection of the Eastern boundary line of the right-of-way of Habersham Street and the Southern boundary line of the right-of-way of Hampton Street and proceeding thence North 15° 33' East a distance of 30.02 feet to a point marked by a steel pin; proceeding thence North 72° 10' West a distance of 100.08 feet to a point marked by a concrete monument; proceeding thence North 15° 33' East a distance of 30.02 feet to a point which is the point of beginning of the property herein described; proceeding thence North 72° 10' West a distance of 300.00 feet to a point; proceeding thence North 15° 33' East a distance of 250.02 feet to a point; proceeding thence South 72° 10' East a distance of 300.00 feet to a point; proceeding thence South 15° 33' West a distance of 250.02 feet which is the point of beginning of the property herein described. For a more particular description of said property reference is made to that certain plat of the Eastern 300 feet of Block 64 and 87 Oakdale Subdivision, Savannah, Chatham County, Georgia, prepared for E. Craig Meyer and Associates by Hussey, Gay & Bell, in November 1980, as recorded in the public records of Chatham County, Georgia in Plat Record Book 3-P , Page 92 .

AND, ALSO, all of the declarant's right, title and interest in and to the southern 30 foot x 300 foot strip of the unopened right-of-way of Beauregard Street and the northern 30x 300 foot strip of the unopened right-of-way of Hampton Street. For a more particular description of said tracts, reference is made to the aforementioned plat.

Filed For Record At 4:55 O'Clock P M. On The
9 Day Of July 1981
Recorded In Record Book 1116-Y Folio 235
On The 9 Day Of July 1981

Martha J. Cruise
Dep CLERK SUPERIOR COURT, CHATHAM CO., GA.

Clock#: 1306176
FILED FOR RECORD
1/27/2011 04:31pm
PAID: 70.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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Victor J. Tetreault
Welch & Tetreault, LLC
306 Commercial Drive
Suite A
Savannah, GA 31406

**DECLARATION OF CONDOMINIUM
FOR
HAMPTON SQUARE, A CONDOMINIUM**

<u>Exhibit</u>	<u>Matter</u>
A	Legal Description of Submitted Property
B	Matters Affecting Title
C	Copy of As-Built Plat and Architect's As-Built Certificate
D	Articles of Incorporation of Hampton Square Condominium Association, Inc.
E	By-Laws of Association
F	Organizational Meeting of Board of Directors and Election of Officers of Association
G	Schedule of Units and Voting Rights and Assessments Allocated to Each

Clerk's Note: Please cross-reference Deed Book 132-I, Page 333

***It is the signatories' intent that this document replace and supersede in its entirety the
Declaration found at Deed Book 132-I, Page 333***

STATE OF GEORGIA *
*
COUNTY OF CHATHAM *

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**DECLARATION OF CONDOMINIUM FOR
HAMPTON SQUARE, A CONDOMINIUM**

This Declaration is made by Robert S. Sexson, Robbin L. Hughes, Helen A. Miltiades, Jimmy Morris, Georgia K. Neal, Jewell L. Evans, Harriet G. Simowitz, Eisenhower Properties, LP, Myron K. Wilson, Jerry W. Wilson and Trusan Ponder and/or he/she/its successor in interest and title (collectively "Declarant").

WITNESSETH

Whereas, Hampton Square Condominium Association, Inc. was administratively dissolved by the Georgia Secretary of State on or about November 16, 1984;

Whereas, since that date Declarant, and their predecessors in interest, have used their interest in the Property, as described herein, as a condominium as defined under Georgia law;

Whereas, Declarant has incorporated Hampton Square Condominium Association, Inc. and it is a corporation under Georgia law;

Whereas, Declarant wishes to conform their respective units to the original intent of the developer to be a condominium;

Whereas, Declarant wishes to restate the Declaration of Condominium in it's entirety and for this Declaration to supersede and replace the original Declaration recorded at Deed Book 132-I, Page 333;

Whereas, Declarant is the fee simple owner(s) of that certain property ("Property") located in Chatham County, Georgia, and more particularly described as follows:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING, SITUATE AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND KNOWN AND DESIGNATED AS UNITS 5, 6, 7, 8, 9, 10, 11 AND 11A, HAMPTON SQUARE CONDOMINIUMS, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN AFORESAID RECORDS IN CONDOMINIUM BOOK I, PAGE 86, TO WHICH SPECIFIC REFERENCE IS HEREBY MADE.

Whereas, certain improvements have been constructed on the Property as shown on that certain Plat and Plans which are referenced in Section 5.01 (a) and (b) herein and the matters attached hereto as Exhibit C;

Whereas, Declarant has duly incorporated Hampton Square Condominium Association, Inc., as a nonprofit membership corporation under the laws of the State of Georgia, copies of the Articles of Incorporation, By-Laws and Organizational Meeting being attached hereto as Exhibits D, E and F; and,

Whereas, the Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, the same is in effect on the date hereof, (O.C.G.A. section 44-3-70 through 44-3-116, as amended, hereinafter called the "Act"), the terms, conditions and provisions of which are incorporated herein by express reference, and the terms and conditions hereinafter set out.

Now, Therefore, the Declarant does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth.

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Article 1: Name

1.01 The name of the condominium shall be Hampton Square, A Condominium ("Condominium").

Article 2: Description of Submitted Property

2.01 The Property is located in Chatham County, Georgia, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference and made a part hereof.

2.02 The Property is subject to the easements and other matters which are set forth on Exhibit B attached hereto and incorporated herein by reference and made a part hereof.

Article 3: Definitions

3.01 The terms defined in the Official Code of Georgia Annotated (O.C.G.A.) section 44-3-71 shall have meanings specified therein and wherever they appear in the condominium instruments unless the context otherwise requires.

Article 4: Convertible Space; Expandable Condominium

4.01 Convertible Space. The Condominium does not contain any convertible space.

4.02 Expansion of Condominium. This Condominium shall contain eight (8) residential units, and is not expandable beyond that amount.

Article 5: Unit Information and Boundaries

5.01 The buildings and structures situated upon the property are:

(a) located thereon as shown on that certain plat of survey of Hampton Square, A Condominium, which has been prepared in accordance with O.C.G.A. section 44-3-83, and is filed in Plat Book 1C, Page 86 A - E, Chatham County, Georgia records. Said plat of survey is incorporated herein and is referred to as the "Plat" or the "Condominium Book";

(b) divided into eight (8) residential units intended for independent ownership and use and substantially shown upon those certain Plans for Hampton Square, by Ainsworth Designs, and filed in Plat Book 1C . Pages 86 A – E (hereinafter said plans are referred to as the "Plans" or the "Condominium Plans").

5.02 Unit Number. Each unit shall have the identifying number allocated to it in accordance with the Plat and the Plans.

5.03 Boundaries. The boundaries of the units are the floors, ceilings and walls delineated in the Plans.

5.04 Appurtenant Surfaces. If any chute, flue, duct, conduit, wire, bearing wall, bearing column or any other apparatus lies partially within and partially outside the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, and any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

5.05 Subdivision and Partition of Units, Relocation of Boundaries. Subject to the provisions of O.C.G.A. section 44-3-91 and the By-Laws of the Association, the boundaries between adjoining units may be relocated from time to time, but no unit may be subdivided for the purpose of creating two or more units there from and no owner shall have the right of partition of a unit.

Article 6: Limited Common Elements

6.01 Generally. Any shutter, awning, window box, doorstep, porch, balcony, patio and any other apparatus described in O.C.G.A. section 44-3-75 (a)(5) designed to serve a single unit shall be deemed to be a limited common element appertaining to that unit exclusively.

Article 7: Allocation of Undivided Interest in the Common Elements

7.01 The undivided interest in the common elements allocated to each unit is set forth in Exhibit G attached hereto and incorporated herein by reference.

Article 8: Allocation of Votes in the Association

8.01 Generally. The number of votes in the Hampton Square Condominium Association, Inc. for each unit shall be as designated on Exhibit G attached hereto.

8.02 Method of Voting. The persons entitled to exercise such votes at meetings of the Association, the method by which such votes may be exercised and the rights and obligations generally of members of the Association with regard to voting shall be in accordance with O.C.G.A. section 44-3-79 and the By-Laws of the Association.

Article 9: Allocation of Liabilities, Common Expenses and Utility Fees

9.01 Derivation of Amounts. The share of liability for each unit of the common expenses of the Association is shown on Exhibit D attached hereto and incorporated herein.

9.02 Liability for Assessments. The owner of each unit shall, by acceptance of a deed from the Declarant or any direct or remote successor-in-interest to Declarant in any unit, be personally liable for and shall pay to the Association:

(a) any assessment with respect to all expenditures made or incurred by or on behalf of the Association in the operation, management and maintenance of the Property, including but not limited to: fees for management and supervision; printing; mailing, office equipment, all legal and accounting fees as required, secretarial and other expenses related to the conduct of the affairs of the Association and the Board of Directors; insurance; all utility charges in connection with the common elements, including gas, electric, water, sewerage and telephone charges; all expenses in connection with maintenance and repair of all common elements; security; and water, sewer, sanitary, gas and electric services and other similar charges for all units.

(b) any assessments, payable monthly or as otherwise billed, for utility fees chargeable to each unit for the providing of electricity, gas and such other utility service as may from time to time be provided to or for the unit.

(c) pursuant to O.C.G.A. 44-3-80 (c), and in conjunction with the By-Laws of the Association, assessments may be made more often than annually, may be made for the purpose of defraying, in whole or in part, utilities, operating expenses, the cost of any construction or reconstruction, or unexpected repair or replacement of capital improvements in respect to the common elements.

The Declarant shall be liable for all common area and other assessments and utility fees on units owned by Declarant. The Declarant shall not be liable for any other assessments or expenses provided in this Article 9 of this Declaration prior to the date of the first unit sale.

9.03 Equitable Assessments for Limited Common Area Expenses. Any common expenses which:

(a) are incurred through or occasioned by the use or enjoyment of any common elements which benefits or is intended to benefit less than all of the units, shall not be assessed against all the units pursuant to Section 9.01, hereof, but shall be specifically assessed equitably among these units which are so benefited or intended to be benefited;

(b) are incurred by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be especially assessed against the condominium unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses.

9.04 Assessments for Exclusive Benefit of Particular Units. Any common expenses which relate to limited common elements assigned to any unit or units and reserved for the exclusive use of those entitled to the use of such unit or units shall be assessed against such unit or units only.

9.05 Lien Rights of Association. Pursuant to the provisions of O.C.G.A. section 44-3-109 (b), the Board of Directors shall have the authority to establish general rules applicable to all units providing that the lien assessments shall include any one or more of the following: (i) a late or delinquency charge (not in excess of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due, whichever is greater), (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of ten percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit, and attorney's fees actually incurred, and (iv) the fair rental value of

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the condominium unit from time to time of the institution of suit until the sale of the condominium unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

9.06 Priority of Lien. The lien for assessments shall have the priority set forth in O.C.G.A. 44-3-109 (a). Foreclosure of a prior mortgage shall have the effect provided in O.C.G.A. section 44-1-80 (f).

Article 10: Association

10.01 Creation. The Declarant has caused the Hampton Square Condominium Association, Inc., to be duly incorporated as a nonprofit membership corporation.

10.02 Powers Generally. The limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in the By-Laws of the Association.

10.03 Enforcement. Pursuant to the provisions of O.C.G.A. section 44-3-76, the Association shall be empowered, in order to enforce compliance with the lawful provisions of the condominium instruments, including any rules or regulations contained in or promulgated in accordance with the By-Laws of the Association, to impose and assess fines to suspend temporarily the right of use of certain of the common elements.

10.04 Restrictions on Powers. The Association shall have, except to the extent restricted herein, all those powers permitted by the provisions of O.C.G.A. section 44-3-106, and except to the extent that it may not without written consent of two-thirds of the unit owners sell or transfer the common elements (excluding the grant of easements for public utilities or for any other public purpose consistent with the intended use of the common elements by the unit owners).

Article 11: Easements, Covenants and Use of the Condominium

11.01 Purpose. The Condominium is formed for residential purposes only and units shall be occupied and used by the owners thereof only as private residences of the owners and the families, tenants, invitees and guests of such owners and for no other purposes whatsoever. Without derogating from the generality of the foregoing, no business shall be maintained or conducted in or from any unit.

11.02 Common Elements. All occupants of units and their guests shall have a nonexclusive right to use the common elements for the purposes for which they are intended, subject, however, to the following provisions:

- (a) no such use shall enter or encroach upon the lawful rights of other persons; and,
- (b) the right of the Association to restrict the use and govern the operation of the common elements by promulgating reasonable rules and regulations with respect thereto, including, with limitation, the right to charge reasonable monthly fees for the use thereof by unit owners as the Association deems necessary or appropriate.

11.03 Strict Compliance. The owners of the units shall be entitled to all of the rights but shall be subject to all of the obligations provided for the Act and all owners shall comply strictly with the provision of the Condominium instruments including any restrictions, rules or regulations contained in or promulgated in accordance with the By-Laws of the Association.

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11.04 Utility Easements. There shall be appurtenant to each unit a nonexclusive easement for the use of all pipes, wire cables, conduits, utility lines, flues and ducts serving such unit and situated in any other unit. Each unit shall be subject to an easement in favor of other units for use of all pipes, wire cables, conduits, utility lines, flues and ducts situated in such unit and serving such other units.

11.05 Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, or if any such encroachment shall occur hereafter as a result of (i) settling of a unit or units; (ii) repair, alteration or reconstruction of the common elements made by or with the consent of the Association; (iii) repair or reconstruction of a unit or units following damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Property remains subject to the Act.

11.06 Right of Access. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible there from, or making emergency repairs therein necessary to prevent damage to the common elements or to another unit.

11.07 Maintenance of Common Elements. The necessary work of maintenance, repair and replacement of the common elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Declaration and the By-Laws.

11.08 Prohibited Work. No owner shall do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without every such case unanimous consent of all other owners being first obtained.

11.09 Maintenance of Common Elements. The necessary work of maintenance, repair and replacement of the common elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Declaration and the By-Laws.

11.10 Prohibited Work. No owner shall do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without every such case unanimous consent of all other owners being first obtained.

Article 12: Insurance and Casualty Losses

12.01. Insurance Coverage. The Association shall obtain and maintain in full force and effect, at all times, the following insurance coverage:

- (a) Insurance covering all of the insurable improvements on the property (with the exception of improvements and betterments made by the respective unit owners or occupants) and all personal property as may be owned by the Association, against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such risk as from time to time shall be customarily covered with respect to buildings similar construction, location

and use as the units, including, but not limited to, vandalism and malicious mischief in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations), as determined by the Association.

(b) Comprehensive public liability insurance covering all of the common elements and insuring against all damage or liability caused by the acts of the Association, its officers, directors, agents and employees, all unit owners and other persons entitled to occupy any unit or any other portion of the condominium, with liability limits in amounts authorized from time to time by the Association, but in no event less than the amounts required in the Act;

(c) Such other types and amounts of insurance as may from time to time be deemed necessary, desirable or proper, and be authorized by the Association by action of the Board of Directors or in its By-Laws.

12.02 Payment of Insurance Premiums. Premium for all insurance carried by the Association shall be common expenses and shall be paid by the Association.

12.03 Policy Standards.

(a) All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for, and for the use and benefit of, each unit owners and their mortgagees as their interest may appear, and their respective percentages of undivided interest in and to the common elements. Each such insurance policy shall be issued by an insurer authorized under the laws of the State of Georgia to do business in Georgia and to issue the coverage provided by the policy, and shall provide for the issuance of a certificate of insurance to each unit owner and its mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular unit owner's interest in the property.

(b) The Association shall use its best efforts to cause all of such insurance policies to contain: (i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the unit owners, and their employees, agents, tenants and invitees, and a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured; (ii) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (iii) a provision that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any unit owner or any employee, agent, tenant or invitee of any unit owner, or any officer, director, agent or employee of the Association, without a prior demand in writing and delivered to the Association to cure the defect and the allowance of reasonable time thereafter within which the defect may be cured by the Association, any unit owner or any mortgagee; (iv) a provision that any "other insurance" clause in the policy shall exclude from its scope any policies of the individual unit owners; (v) a provision that the coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days written notice to any and all of the insured there under, including mortgagees; and (vi) a provision that the coverage will not be prejudice by any act or neglect of the owners of the units when said act or neglect is not within the control of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control.

12.04 Adjustment of Losses. Exclusive authority to adjust losses under insurance policies obtained by the Association shall be vest in the Association; provided, however, that no

mortgagee shall be prohibited from participating in the settlement negotiations, if any, related thereto.

12.05 Individual Insurance by Unit Owners. It shall be the individual responsibility of each unit owner, at its sole cost and expense, to provide, as it sees fit any insurance coverage not required to be maintained by the Association. Any unit owner who obtains an individual insurance policy rejecting any risk as to which insurance is carried by the Association shall file a copy of such individual policy with the Association within thirty days after the purchase thereof.

12.06 Handling of Casualty Insurance Proceeds. All insurance policies purchased by and in the name of the Association shall provide that proceeds covered in casualty loss shall be paid to the Association. The Association shall receive such proceeds as are paid and delivered to it and hold the same in trust for the benefit of the unit owners and their mortgagees as follows:

(a) Proceeds on account of damage to the common elements not involving a unit shall be held to the extent of the undivided interest of each unit owner, for each unit owner, such interest to be equal to the undivided interest of each owner in and to the common elements.

(b) Proceeds on account of damage to units (or on account of damage to common elements involving a unit) shall be held for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors.

(c) In the event a mortgagee endorsement has been issued as to any unit under the policy under which such proceeds are paid, the share of that unit owner shall be held in trust for the unit owner and the mortgagee, as their interest may appear. Unless a determination is made not to repair or reconstruct pursuant to Section 12.07 (b) hereof, and such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed by the Association as payment of the cost and any expenses of repair or reconstruction, as hereinafter provided. Any proceeds remaining after payment of all cost and expenses of repair or reconstruction shall be common profits.

12.07 Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any portion of the property covered by insurance written in the name of the Association, the Association shall proceed with the filing and adjustment of all claims and losses arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition that existed prior to the fire or other casualty with each unit and the common elements having same vertical and horizontal boundaries as before the casualty.

(b) Any damage or destruction shall be repaired or reconstructed unless: (i) the condominium is terminated pursuant to, subject to and in accordance with the provisions of the Act and this Declaration; (ii) the damaged or destroyed portion of the property is withdrawn from the condominium pursuant to, subject to and in accordance of the Act; or (iii) the unit owners of the damaged or destroyed units, if any, and their mortgagees, together with the unit owners of other units to which two-thirds of the votes in the Association appertain and the mortgagees, exclusive of the votes appertaining to any damaged or destroyed units, agree not to

repair or reconstruct such damage or destruction, pursuant to, subject to and in accordance with the provisions of the Act. Any such determination shall be conclusively made, if at all, not more than ninety days after the date of the casualty. Should a determination be made to terminate the condominium, as herein provided, then the insurance proceeds paid to the Association and held by it on account of such casualty shall be common profits, to be held and disbursed pursuant to, subject to and in accordance with Section 12.06 hereof. Should a determination be made to withdraw from the condominium the damaged portion of the property or not to repair or reconstruct the damage or destruction, as herein provided, then the insurance proceeds paid to the Association and held by it on account of such casualty shall be disbursed by the Association in accordance with the manner in which such proceeds are held by the Association, pursuant to Section 12.06 hereof. Any remittances with respect to units as to which mortgagee endorsements have been issued on the policies under which the proceeds were paid shall be payable to the unit owner and its mortgagee jointly, as their interest may appear.

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(c) If the damage or destruction for which the insurance proceeds are paid is to be repaid and such proceeds are not sufficient to defray the cost thereof, the Association may levy an additional assessment against all unit owners in sufficient amounts to provided funds to pay such excess cost of repair or reconstruction. Further, additional assessments may be made in a like manner and any time during or following completion of any repairs or reconstruction. The proceeds from insurance and assessments, if any, received by the Association hereunder when the damage or destruction is to be repaired or reconstructed shall be disbursed as provided for in Section 12.06 hereof.

12.08 Non-Liability and Indemnity of Officers and Directors of the Association and Declarant. The officers and directors of the Association and Declarant shall not be personally liable to any unit owner for any mistake of judgment or for any other act or omission of any nature whatsoever in administering the Association, except for acts or omission which constitute gross negligence or willful misconduct. The Association shall indemnify and hold harmless each of the officers and directors of the Association and Declarant and their respective legal representatives, successors and assigns from any liability, cost or expense arising out of any act or omission in administering the Association which is not deemed to be gross negligence or willful misconduct.

Article 13: Damage or Destruction

13.01 Obligation to Rebuild. In the event of damage to or destruction of the whole or any part of the building, the Association shall repair or restore the building or such part as has been damaged or destroyed pursuant the provisions of O.C.G.A. section 44-3-94 unless the necessary agreement of unit owners not to restore is obtained as set forth in said section 44-3-94.

13.02 Compliance with Condominium Instruments. Such reparation, rebuilding or restoration shall be carried out in accordance with the provisions of the Act and the By-Laws of the Association.

Article 14: Sale or Leasing of Units

14.01 Notice Provisions. Any owner who sells or who leases his unit shall give notice in writing to the Board of Directors of such sale or of such lease stating the name and address of the purchaser or lessee and such information as the Board may reasonably require. The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the unit sold or

leased, pursuant to the Act; provided, however, no rule or regulation may create a right of first refusal in the Association or any other third party, this paragraph solely creating the obligation of an owner to give notice to sell or lease. Notice, as required herein, shall be given, in the case of a lease, not later than fifteen (15) days after commencement of the lease and, in the case of a sale, not later than the closing of the sale.

14.02 Leasing Provision. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of units or assignment of leases. With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his/her/its unit for transient or hotel purposes. All leases and lessees are subject to the provisions of the condominium units and rules and regulations adopted pursuant thereto. Any lease agreement shall be required to provide that the terms of a lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Other than units owned by the Declarant and with the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, all rentals must be for a term of no less than one year. The unit owner must make available to the tenant copies of the Declaration, By-Laws and Rules and Regulations.

14.03 Any unit owner or person having executed a lease or a contract for the purchase of a condominium unit requesting a recordable statement certifying to the receipt by the Association of the notice herein specified, or the waiver of the Association's rights to receive such notice shall be furnished such a statement. Any such statement shall be binding on the Association and every unit owner. Payment of a fee, not exceeding \$25.00, may be required as a prerequisite to the issuance of such a statement.

Article 15: Eminent Domain

15.01 If any portion of the Condominium property is taken by eminent domain, the award shall be allocated as provided in O.C.G.A. section 44-3-97.

Article 16: Amendment of Condominium Instruments

16.01 By Owners. The Condominium instruments, including this Declaration, shall be amended only by the agreement of both the owners and mortgagees of units to which two-thirds (2/3) of the eligible votes appertain, as provided in the By-Laws and O.C.G.A. section 44-3-93.

Article 17: Termination of the Condominium

17.01 Subject to the provisions of O.C.G.A. section 44-3-98 with regard to the manner in which the termination of the Condominium shall be effected and to the consequences thereof, Hampton Square, a Condominium, shall be terminated only by agreement of four-fifths (4/5) of the owners of the units and of all mortgagees of such units unless, in the case of destruction of the entire development by fire or other casualty, following which the owners of the units decide not to rebuild, in which case the provisions of the By-Laws and the Declaration shall apply.

Article 18: Perpetuities

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18.01 Should any of the provisions of this Declaration be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty one (21) years after the date that is ninety (90) years from and after the date of this Declaration.

Article 19: Miscellaneous

19.01 Notices. Notices provided for in the Act, this Declaration or the Articles or By-Laws shall be in writing, and shall be addressed to any unit owner at his/her or their unit at the condominium or at such other address as hereinafter provided. Notices to the Association shall be in writing and addressed to the President of the Association or Chairman of the Board of Directors at his or her unit at the condominium, or to such other address as may hereafter be provided for and a written notice of such change of address furnished to all unit owners. Any unit owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States Registered or Certified Mail, statutory overnight delivery or delivered in person. Upon written request to the Association, the holder of any interest in any unit shall be given a copy of all notices to be given to the owner whose unit is subject to such interest.

19.02 Right to Notice, Attend Meetings and Inspection of Records. The owner of any interest in any unit, including any mortgagee, and any insurer or grantor of such mortgage, in addition to the rights set forth in the Act, shall have the right to inspect the books and records of the Association, including financial records, upon reasonable notice, and the right to attend and speak at any meetings of the Association, provided, however, not person other than a member as such shall have any voting rights. If the owner of any such interest files with the Association a written request, the Association shall have the right to notify such party of any violation by the owner of such unit, provided, however, that in no event shall the Association agree with any such party to furnish such notice unless such party agrees in writing that in no event shall the Association be liable for any claim or damages as a result of any failure to give such notice. Upon written request, any mortgagee shall have the right to receive financial statement for the immediately preceding fiscal year.

19.03 Headings. The headings, sections and subsections in this Declaration and the Article and By-Laws are for convenience or reference only and shall not in any way be deemed to limit or construe the intent of the parties or interpret the meaning of any document.

19.03 Number and Gender. As used in this Declaration, the singular shall include the plural, the masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

19.05 Severability. If any provision of this Declaration or the Articles or By-Laws is held invalid, the validity of the remainder of this Declaration and Articles and By-Laws shall not be affected thereby, and the remainder thereof shall be construed as if such invalid part was never included herein or therein.

19.06 Rights and Obligations. Each successor in title of the Declarant with respect to any part of the property, by acceptance of a Deed of Conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges created or reserved by this Declaration. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall be binding inure to the benefit of any person having any interest or estate in the property, or any portion thereof.

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Article 20: Incorporation Into and Delegation of Authority to the Hampton Square Homeowners Association, Inc.

20.01 Incorporation. The Association and the individual unit owners are part of the larger development known as the Hampton Square Homeowners Association, Inc. To that extent, the Association, this Declaration and the individual unit owners are hereby made a part of the Declaration of Covenants, Conditions and Restrictions of the Hampton Square Homeowners Association, Inc. ("Assn. CC&R). The Assn. CC&R are made paramount to this Declaration. The Association and individual unit owners are hereby made a part of the Hampton Square Homeowners Association, Inc. and Assn. CC&R.

20.02 Delegation. All rights, duties, privileges and other matters that are delegated to the Board of Directors and Officers by virtue of this Declaration are hereby delegated to the Hampton Square Homeowners Association, Inc.'s Board of Directors. The Homeowners Association Board is empowered to act as the Condominium Board of Directors by virtue of this Declaration and the Assn. CC&R.

20.03 Membership. Each of the individual owners is hereby members of the Hampton Square Homeowners Association, Inc. with all the rights, duties and privileges afforded members of the Assn. CC&R. Furthermore, the By-Laws of the Hampton Square Homeowners Association, Inc. are hereby made applicable to the Association.

20.03 Construction. Wherever there is a conflict between this Declaration and Assn. CC&R, that conflict shall be resolved in favor of the Assn. CC&R. However, in no event shall any conflict resolution be construed in such way to vitiate or impact the Association's designation of being a Condominium.

20.04 Representation on Homeowners Board. Consistent with the Assn. CC&R, at all times, the Board of Directors of the Hampton Square Homeowners Association, Inc. shall have one member of the Hampton Square Condominium Association, Inc. as a member of the Board of Directors.

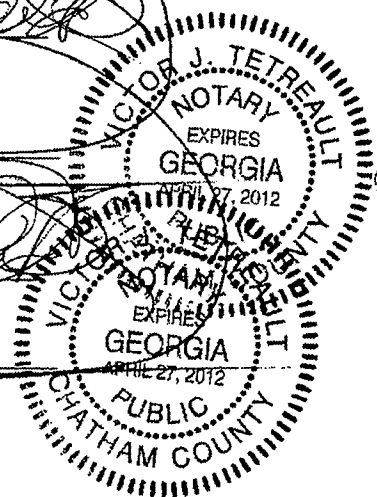
In Witness Whereof, the Declarant has executed this Declaration under seal on the 31st day of MARCH, 2010.

[Signature]
Witness

[Signature]
Robbin L. Hughes

[Signature]
Witness

[Signature]
Robert S. Sexson



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PORTMANS MUSIC

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Witness

Harriet G. Simowitz

Notary Public

Eisenhower Properties, LP

Witness *[Signature]*

By: *[Signature]*
Its *Manager*



JENNIFER L. RYAN
Notary Public, Chatham County, GA
My Commission Expires September 21, 2018

Witness

Myron K. Wilson

Notary Public

Witness

Jery W. Wilson

Notary Public

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Notary Public

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BY-LAWS OF
HAMPTON SQUARE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is HAMPTON SQUARE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 535 East Congress Street, Savannah, Georgia 31401 but meetings of members and directors may be held at such places within the State of Georgia, County of Chatham, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HAMPTON SQUARE HOMEOWNERS ASSOCIATION, INC., its successors and assign.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an

obligation.

Section 6. "Declarant" shall mean and refer to E. Craig Meyer & Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association

for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretaty. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be very secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed

from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to:

(1) Fix the Amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to bond, as it may deem appropriate;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following such annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. -Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of

annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the dates of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HAMPTON SQUARE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

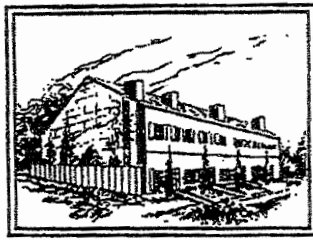
IN WITNESS WHEREOF, we, being all of the directors of the HAMPTON SQUARE HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this ___ day of _____, 1980.

E. Craig Meyer

Paul A. Kaluzne, Jr.

William W. Shearouse, Jr.

Witness:



HAMPTON SQUARE RULES AND REGULATIONS FOR HOMEOWNERS AND RENTERS

- Each unit has 2 parking spaces. One that is assigned to your unit in front of your building. The extra parking is in the middle or corners. Any company or parties must go to the corners. Vehicles parked on property should be in good, working order.
- ALL dogs must be on a leash. Please be considerate enough of others to pick up the feces. Do not walk them on the sidewalks. Keep them off bushes and grass.
- Use your recycle bin only. Each unit should have their own recycle bin issued by the city.
- Bag all trash before putting in trash bins.
- Only small yard trash goes out by the curb. No wood, metal, furniture, etc. will be picked up by the city. Put the yard trash by the curb to the right of the front entrance at the end of the fence.
- Do not remove any landscaping unless it is approved by the Board of Directors.
- Any planters that are on front porches and/or visible from street view, should be kept tidy. Empty planters or planters with dead foliage should be removed. Household items such as towels, baskets, bags, coolers, etc. should not be left on any porch or balcony.
- There is a noise ordinance that starts at 11:00pm
- All windows must have white blinds or curtains. No objects can be in the window.
- Do not speed. There are children and animals on premise.
- Please do not ask favors of the lawn crew. If you need something, please contact the property manager.