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BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

STATE OF GEORGIA
COUNTY OF HENRY

Return To:
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Cross Reference: Deed Book 6121, Page 77

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**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR HAMBRICK CREEK
SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR HAMBRICK CREEK SUBDIVISION (hereinafter
"Amendment") is made on the date hereinafter set forth by the Declarant for Hambrick Creek
Subdivision. 14

WITNESSETH

WHEREAS, Declarant, Herman & Jones, Inc., executed that certain Declaration of Protective
Covenants, Conditions, Restrictions and Easements for Hambrick Creek Subdivision which was
recorded on July 3, 2003, in Deed Book 6121, Page 77, *et seq.*, in the public land records of Henry
County, Georgia (hereinafter referred to as the "Original Declaration"); and

WHEREAS, Declarant, Herman & Jones, Inc. assigned its rights as Declarant under the
Declaration to Blackhawk Builders, Inc., effective as of April 26, 2006, by a recorded Assignment of
Declarant's Rights, in Deed Book 10171, Page 256-258, in the public land records of Henry County,
Georgia; and

WHEREAS, Article IX, Section 9.02 provides for the amendment of the Original Declaration by
the Declarant without the approval of the Hambrick Creek Community Association or the Owners, if
such amendment (i) is specifically required to enable any institutional or governmental entity to make,
purchase, insure, or guarantee mortgage loans on the Lots, or (ii) does not materially adversely affect the
rights of any Owner under this Declaration without such Owner's consent; and

WHEREAS, the Declarant wishes to make certain amendments to the Original Declaration and
the following amendments do not materially adversely affect the rights of the Owners of the Hambrick
Creek Subdivision; and

WHEREAS, this Amendment is not material with respect to first mortgagees in that it does 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 this amendment does materially and adversely affect the security title or interest of any first Mortgagee without such first Mortgagee's consent to this amendment, then this Amendment shall not be binding on the first Mortgagee so involved, unless such first Mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected first Mortgagees.

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

1.

Article IV, ASSESSMENTS, Section 4.05 entitled "Assessment Procedure (a)" of the Original Declaration is hereby amended by deleting the word "date" in the first sentence and substituting the word "dates"; deleting the words "Due Date" in the first sentence and substituting the words "Due Dates"; and adding the following language to the end of the first sentence ", which Due Dates for the annual assessment are now January and July of each year.", so that the first sentence now reads as follows (changes are italicized):

4.05 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the *dates* during the Assessment Year on which the annual assessment shall be due and payable (the "*Due Dates*"), *which Due Dates for the annual assessment are now January and July of each year.*

2.

Article IV, ASSESSMENTS, Section 4.08 entitled "Effect of Nonpayment of Assessments" of the Original Declaration is hereby amended by adding the following phrase to the first sentence of this Section "shall incur a late charge equal to ten (10%) percent of the amount not paid, and"; and deleting the words "reasonable attorneys' fees" in the last sentence and substituting the words "reasonable attorney fees actually incurred", so that Section 4.08 now reads as follows (changes are italicized):

4.05 Effect of Nonpayment of Assessments.

Any Assessment which is not paid on or before the Due Date *shall incur a late charge equal to ten (10%) percent of the amount not paid, and* shall bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of 18% per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment,

the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including *reasonable attorneys fees actually incurred*, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot, enforceable in accordance with the provisions of this Declaration.

3.

Article VI, GENERAL COVENANTS AND RESTRICTIONS, Section 6.10 entitled "Fences" of the Original Declaration is hereby amended by adding the following sentence "Wooden shadow box fences are restricted to the following Lots and only on certain portions of their yards: (i.) Three Lots on Vivie Way (208, 212, and 216 Vivie Way) on the rear portion of their Lots facing east and bordering the adjacent neighborhood; (ii.) Two Lots on Hambrick Drive (156 and 161 Hambrick Drive) as follows – 156 Hambrick Drive only on the rear of the Lot, 161 Hambrick Drive only on the right side of the Lot; (iii.) Three Lots on Vicki Lane (305, 309, and 313 Vicki Lane) only on the rear of the Lots that border Old Conyers Road. No wooden shadow box fences are allowed in Phase II of the Hambrick Creek Subdivision. All other Lots must have written approval from the Architectural Control Committee to install black metal fences in the Subdivision.", so that Section 6.10 now reads as follows (changes are italicized):

4.05 Fences.

No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls as well as the installer of the fence and/or wall. *Wooden shadow box fences are restricted to the following Lots and only on certain portions of their yards: (i.) Three Lots on Vivie Way (208, 212, and 216 Vivie Way) on the rear portion of their Lots facing east and bordering the adjacent neighborhood; (ii.) Two Lots on Hambrick Drive (156 and 161 Hambrick Drive) as follows – 156 Hambrick Drive only on the rear of the Lot, 161 Hambrick Drive only on the right side of the Lot; (iii.) Three Lots on Vicki Lane (305, 309, and 313 Vicki Lane) only on the rear of the Lots that border Old Conyers Road. No wooden shadow box fences are allowed in Phase II of the Hambrick Creek Subdivision. All other Lots must have written approval from the Architectural Control Committee to install black metal fences in the Subdivision.*

4.

Article VI, GENERAL COVENANTS AND RESTRICTIONS, Section 6.15 entitled "Commercial and Recreational Vehicles and Trailers." of the Original Declaration is hereby amended by changing the title to read: "Commercial and Recreational Vehicles, Trailers, and Vehicles", and by adding the following sentences "Vehicles shall only be parked in garages or driveways. Vehicles shall not be parked on any lawn or yard.", and "Further provided that any such vehicles are not allowed to be moved within the aforesaid 48 hour period so as to attempt to restart the running of the 48 consecutive hour period for an indefinite amount of time. The purpose of this restriction is to limit the parking of

vehicles referred to in this Section on Lots to a temporary basis, and it shall be in the discretion of the Board to determine if a restricted vehicle has been parked on a Lot for more than a temporary basis.", so that Section 6.15 now reads as follows (changes are italicized):

6.15 Commercial and Recreational Vehicles, Trailers and Vehicles.

Vehicles shall only be parked in garages or driveways. Vehicles shall not be parked on any lawn or yard. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Further provided that any such vehicles are not allowed to be moved within the aforesaid 48 hour period so as to attempt to restart the running of the 48 consecutive hour period for an indefinite amount of time. The purpose of this restriction is to limit the parking of vehicles referred to in this Section on Lots to a temporary basis, and it shall be in the discretion of the Board to determine if a restricted vehicle has been parked on a Lot for more than a temporary basis.

5.

*Article VI, **GENERAL COVENANTS AND RESTRICTIONS**, Section 6.16 entitled "**Recreational Equipment**," of the Original Declaration is hereby amended by adding the following sentence "Only portable basketball goals are allowed on a Lot, unless prior written approval is received from the Architectural Control Committee for any other type of Basketball goal.", so that Section 6.16 now reads as follows (changes are italicized):*

6.16 Recreational Equipment.

Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway, as approved by the ACC. Only portable basketball goals are allowed on a Lot, unless prior written approval is received from the Architectural Control Committee for any other type of Basketball goal. No above ground pool shall be allowed.

ALL OTHER PROVISIONS OF THE ORIGINAL DECLARATION REMAIN UNCHANGED.

[Remainder of Page is left blank. Signatures on Next Page.]

BOOK PAGE
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IN WITNESS WHEREOF, the undersigned duly authorized officers of Declarant have executed this Instrument as of the date written.

This 23rd day of September, 2008.

DECLARANT: BLACKHAWK BUILDERS, INC., a Georgia Corporation

By: 
Jeffrey M. Herman, President

Attest: _____
Title: _____

[CORPORATE SEAL]

Sworn to and subscribed to
Before me this 23rd day of
September, 2008, in
the presence of:


Witness


NOTARY PUBLIC
Commission Expires 2/13/2012

[NOTARY SEAL]

SEAL AFFIXED