

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHARLESTON PLACE II
A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION

THIS DECLARATION, made on the date hereinafter set by C.W. Edwards, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, a community known as CHARLESTON PLACE II, is being developed on real property owned by Declarant in Gordon County, Georgia, which community includes the real property described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Declarant desires to subject the real property described in said Exhibit "A" of this Declaration to the protective covenants, restrictions, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of said property, and to make provision for subjecting other real property which may be developed as a part of said community to this Declaration or to other declarations containing protective covenants, restrictions, easements and liens;

NOW, THEREFORE, Declarant hereby declares that the real property described in said attached Exhibit "A" is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this Declaration shall, from and after the filing of record of a supplementary declaration as described herein, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration which are specified in such supplementary declaration. Every grantee of any interest in the above described real property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and be deemed to have assented to said terms and conditions.

ARTICLE I
DEFINITIONS

Section 1.01. Declarant. "Declarant" shall mean and refer to C.W. Edwards, his heirs, legal representatives, successors and assigns.

Section 1.02. Association. "Association" shall mean and refer to Charleston Homeowners' Association, Inc., a Georgia Corporation, its successors and assigns.

Section 1.03. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers and excluding those having such interest merely as security for the performance of an obligation.

Section 1.04. Lot. "Lot" shall mean and refer to any numbered plat of land comprising a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of the Superior Court of Gordon County, Georgia, now or hereafter made subject to this Declaration.

Section 1.05. Common Property. "Common Property" shall mean all real property, together with all improvements and personal property located thereon or fixtures affixed thereto, owned by the Association for the common use and enjoyment of the Owners.

Section 1.06. Plat. "Plat" shall mean and refer to the plat of survey described in Exhibit "A".

Section 1.07. Mortgage. "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

Section 1.08. Development. "Development" shall mean all property made subject to this Declaration, including additional property, which may be submitted by Declarant at a later time as provided herein.

ARTICLE II
PROPERTY RIGHTS

Section 2.01. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property 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 admission and other fees for the use of any recreational facility situated on the Common Property. No such admission charge or other fee shall be enforceable unless agreed to by at least two-thirds (2/3) of the Owners who are Class A members of the Association and by Declarant so long as it is a Class B member of the Association;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, acting by and through its Board of Directors, to adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the members and their assignees thereon, which rules and regulations may include without limitation, a limit upon the number of guests which a member may authorize to use the Common Property;

(d) the rights of all other Association members to use and enjoy the Common Property.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the Association By-Laws, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants and guests; provided, however, the rights and privileges of such persons are subject to suspensions to the same extent as those of the Owner.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. Declarant and every Owner shall be a member of the Association. Membership shall be automatic and

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ARTICLE II PROPERTY RIGHTS

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(a) the right of the Association to charge admission and other fees for the use of any recreational facility situated on the Common Property. No such admission charge or other fee shall be enforceable unless agreed to by at least two-thirds (2/3) of the Owners who are Class A members of the Association and by Declarant so long as it is a Class B member of the Association;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, acting by and through its Board of Directors, to adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the members and their assignees thereon, which rules and regulations may include without limitation, a limit upon the number of guests which a member may authorize to use the Common Property;

(d) the rights of all other Association members to use and enjoy the Common Property.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the Association By-Laws, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants and guests; provided, however, the rights and privileges of such persons are subject to suspensions to the same extent as those of the Owner.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. Declarant and every Owner shall be a member of the Association. Membership shall be automatic and

shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.02. Voting Rights. Subject to the following provisions of this Section 2, the Association shall have two classes of voting membership: Class A and Class B.

(a) **Class A.** Class A members shall be all those persons holding an interest required for membership as specified in Section 3.01 of this Article III with the exception of Declarant. Class A membership shall be a non-voting membership except on such matters and in such events as are hereinafter specified. Class A members shall be entitled to full voting privileges at such time as the Class B member no longer owns primarily for sale any Lot now or hereafter subjected to this Declaration, or at such time as the Class B member may so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. Before the earlier of these events, Class A members shall be entitled to vote only on (1) any proposal to change the method of calculating the amount of the annual assessments to be levied by the Association, (2) any proposal that a special assessment be levied by the Association, (3) any proposal of merger, consolidation or dissolution, and (4) any proposal to amend the Articles of Incorporation of the Association. When entitled to vote, Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, all such persons shall be Class A members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

(b) **Class B.** Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote plus such number of votes as it would be entitled to at any particular time if it were a Class A rather than a Class B member. The Class B membership shall terminate and cease to exist at such time as Declarant no longer owns primarily for sale any Lot now or hereafter subjected to this Declaration, or at such time as Declarant shall so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall be and become a Class A member insofar as he may then hold any interest required for membership by Section 3.01 of this Article III, in which event he shall be and become entitled to such number of votes as would then be allotted to other Owners of such interests.

Section 3.03. Meetings. Subject to the provisions of Section 3.02 of this Article III hereof, all matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any of said meetings shall be given to said members, and the quorum required for the transaction of business at any of said meetings shall be as specified in the By-Laws of the Association, as amended from time to time, and by law.

Section 3.04. Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

Section 3.05. Additional Members. The Development will be composed of Lots to be developed in phases. Each such phase will be shown on a Plat recorded in the Gordon County, Georgia Land Records. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon filing by Declarant of the Plat covering each phase, the total membership and number of votes in the Association shall automatically increase by the number of Lots

shown on such Plat. Nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development.

ARTICLE IV
ASSESSMENTS

Section 4.01. Purpose of Assessments. The annual assessments provided for herein shall be levied, spent and used by the Association to further any corporate purpose as set forth in the Association's Articles of Incorporation, as amended from time to time, or pursuant to the valid exercise of any corporate power as set forth in said Articles of Incorporation, as amended from time to time.

Section 4.02. Creation of the Lien and Personal Obligation for Assessments. Each Lot now or hereafter subjected to this Declaration is subject to a lien and permanent charge in favor of the Association for the annual assessments set forth in Section 4.03 of this Article IV. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot against which it relates, and shall also be the joint and several personal obligation of each Owner of such Lot at the time the assessment fell due, and each such Owner hereby covenants, and by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the same to the Association as and when due.

Section 4.03. Amounts of Assessments. The annual assessments shall be payable to the Association on a January 1st to December 31st fiscal year basis and shall begin with the fiscal year January 1, 1995 to December 31, 1995. For the fiscal year beginning January 1, 1995, the annual assessment shall be \$240.00 for each Lot now or hereafter made subject to this Declaration. If it is determined that the annual assessment is excessive, or is insufficient to produce sufficient funds to satisfy the maintenance costs and current needs of the Association, then at the regularly scheduled annual meeting or at a called special meeting of the Association members (all actions being taken pursuant to the terms of the Articles of Incorporation and By-Laws of the corporation) then the annual assessment may be increased or decreased, as the case may be, in an amount sufficient to satisfy the costs and needs of the Association.

Section 4.04. Due Date of Annual Assessments. The annual assessments provided for in this Article shall be due and payable to the Association as to each Lot conveyed by Declarant to an Owner, as follows: With respect to conveyances by Declarant to an Owner after January 1 of any year, the annual assessment for the fiscal year in which Declarant (or contractor, pursuant to Section 4.09 of this Article IV) shall convey a Lot to an Owner shall be adjusted according to the number of days remaining in the fiscal year and shall be payable on the date of conveyance. The due date of subsequent annual assessments shall be January 1 of each year.

Section 4.05. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; The Remedies of Association. If an assessment is not paid on the date when due, as herein provided, then such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot to which it relates, and shall bind such property in the hand of the then Owner, his heirs, legal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successor in title unless expressly assumed by such successor in title. If such successor in title assumes such prior Owner's personal obligation, such prior Owner shall nevertheless remain as fully obligated as before to pay to

the Association any and all amounts which he was obligated to pay immediately preceding the transfer, and such prior Owner and such successor in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and such successor in title creating the relation of principal and surety as between themselves or creating any relationship as between themselves other than one by virtue of which such prior Owner and such successor in title would be jointly and severally liable to pay such amounts. Any such assessment not paid on the date when due, as hereinabove provided, shall bear interest from the date of delinquency at the maximum rate allowable under Georgia law, and the Association may bring legal action against the Owner personally obligated to pay the same and foreclose its lien against the Lot to which it relates. In either of such events, the Association shall also be entitled to recover attorney's fees in an amount equal to fifteen percent (15%) thereof, and all costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association or his agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The Association shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease mortgage and convey the same. No Owner may be relieved from liability for the assessments provided for herein by non-use of the Common Property or by abandonment of his Lot or otherwise.

Section 4.06. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge of the annual assessment (together with interest thereon and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any mortgage placed on such Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed for record has been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the Owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then and subsequent Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of Association to assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

Section 4.07. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and effectuation of its purposes.

Section 4.08. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized by this Section 4, the Association may levy, in any Assessment Year after which Declarant is no longer a Class B member of the Association, with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, provided that any such special Assessment shall have been approved by a two-thirds (2/3) vote of the Owners.

Section 4.09. Exempt Property. Each Lot now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarant. Each Lot now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein for a period of six months, from the date of the execution of the deed of conveyance of the Lot from the Declarant, while owned by an individual, corporation, or partnership engaged primarily in the business of building housing units ("Contractor") which Contractor, for the sole purpose of constructing thereon, for eventual sale, a single-family residence through such Contractor's own efforts and those of his agents, employees, and subcontractors. After the six month period has expired the prorated amount of the assessment for the current year shall be due. If the lot is sold by the Contractor before the expiration of the six month exemption period, the current assessment shall be due at the closing of said Lot. All Common Property, including any Lot or other property which may be designated for use as such by Declarant, shall be exempt from the assessments, charges, and liens created therein.

ARTICLE V **PROTECTIVE COVENANTS**

Section 5.01. Land Use and Building Type. No lot shall be used except for residential purposes and no commercial activity of any kind shall be carried on upon any lot. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not less than two (2) nor more than four (4) cars. Garage shall be defined as a covered building having three fully enclosed sides. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Southern Building Code or its successor.

Section 5.02. Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing location of the structure, clearing necessary, and the grading plans are approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No swimming pool, tennis court, or other improvement shall be erected, placed, or altered on any Lot until a plan showing location of the improvement has been approved by the Architectural Control Committee as to harmony of design and location with existing structures, and as to location with respect

to existing structures, topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corners of the principal building unless similarly approved. Approval shall be as provided in Section 5.26 hereof.

(a) Dwellings hereafter constructed in said Development shall, for each of the respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows:

(i) Dwellings of one story above ground level shall contain, in the heated living area thereof, exclusive of basements, one-story porches and garages, not less than 1,500 square feet;

(ii) Dwellings of one and one-half story above ground level shall contain, in the heated living area thereof (exclusive of basements, one-story porches and garages) not less than 1,550 total square feet.

(iii) Dwellings of two stories above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 1,800 square feet, inclusive of both stories.

(iv) Split level dwelling shall contain, in the combined heating living area of the intermediate and upper levels thereof (exclusive of basements, porches and garages) not less than 1,600 square feet;

(b) All of the above dwellings shall contain a garage as specified in Section 1, each garage is to have garage door(s) enclosing the fourth side, if it is facing a street. If a garage opening does not face a street, a garage door is not required.

(c) Heated living area having clear head room of less than five (5) feet shall not be included within any computation or calculation of heated living area of any dwelling for purposes of this covenant;

(d) Any dispute or question pertaining to classification of architectural type, correct computation of square footage of heated living area, or any other matter of dispute or question pursuant to this covenant shall be determined by the Architectural Control Committee, whose decision or determination shall be conclusive and binding upon all parties.

Section 5.03. Building Location. No building shall be erected on any Lot nearer than forty (40) feet to the front Lot line, or nearer than ten (10) feet to any interior Lot line, or nearer than twenty five (25) feet to any rear Lot line.

Section 5.04. Drainage and Utility Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear ten (10) feet of each Lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. All utilities shall come into each house from underground.

Section 5.05. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. There shall be no junk yards or auto used parts storage on any Lot within this Development, nor shall any Lot be used for the purpose of an automobile workshop; nor shall any immobile or inoperable automobile be maintained upon any Lot or upon any street in said Development. No dwelling erected on any Lot shall be occupied for habitation until the exterior of said

dwelling is fully completed, which shall be deemed to include, but not necessarily limited to, painting or staining of the dwelling exterior and completion of construction of driveway and walkway.

Section 5.06. Temporary Structures and Outbuildings. No structure of a temporary character, mobile home, double wide mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently. No shell home or prefabricated home shall be erected or placed on any Lot in this Development. No house or dwelling may be moved from another location to any Lot in this Development. This provision shall not prevent the placement by Declarant of a temporary structure, such as a mobile home or trailer, upon any Lot or property for its use as temporary offices or for storage purposes, during the period of development by Declarant.

Section 5.07. Signs. No sign of any kind shall be displayed to the public view on any Lot, except for those signs maintained by the Declarant or the Association for the Development, and except one professional sign of not more than five (5) square feet advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sales period.

Section 5.08. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 5.09. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than an accumulative total of four (4) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. All dogs must be confined within a fence or on a leash.

Section 5.10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, except during approved construction. Trash, garbage, or other waste shall be kept in sanitary containers, except during approved construction. No drums or trash containers of any type shall be kept on any Lot for the purpose of burning trash or garbage, except during approved construction. All containers for garbage and other refuse shall be visually screened from any street or side yard view.

Section 5.11. Sewage Disposal. Until such time as sanitary sewerage service is made available, each dwelling shall be equipped with an adequate septic tank approved by the Gordon County Board of Health.

Section 5.12. Road Purposes. No Lot or part thereof shall, except at the sole and exclusive option of Declarant, at any time during the term of these covenants be used for road or street purposes, whether public or private; provided, however, that this covenant shall not be construed to prohibit the construction and maintenance of a driveway for purposes of providing ingress and egress from public streets in said Development to the residences to be constructed in said Development.

Section 5.13. Construction Standards. The following additional construction standards shall be observed:

(a) No exposed concrete block shall remain on any exterior wall above ground level that is not stuccoed;

(b) All driveways must be of either asphalt or concrete construction only; asphalt driveways shall be paved to a compacted depth of not less than one and one-half inches, and concrete driveways must be poured with a minimum thickness of four (4) inches. All driveways shall be not less than ten (10) feet in width, and shall run from the pavement line on the street frontage of each Lot to the garage located upon each individual building Lot;

(c) No gateways or entry structures shall be erected at the driveway entrance to any Lot until the design and location of the same have been approved by the Architectural Control Committee, in accordance with the procedural requirements set forth in paragraph 5.26 of this Article V;

(d) No poles for installation of private lighting shall be located or placed forward of the building setback line as shown upon the aforesaid plat of said Development, except for decorative lamp posts;

Section 5.14. Firearms. No firearms shall be unlawfully discharged upon any Lot at any time, and no "target practice" or contests of marksmanship shall be conducted at any time.

Section 5.15. Motorcycles. Motorcycles, motorbikes, all terrain vehicles and like equipment and machinery maintained for the personal use of any property owner or member of his family may be garaged upon any Lot and operated upon the public streets (if properly licensed as required by law) in said Development, but may not be operated in any location other than upon the Lot owned by the person or persons maintaining such vehicle or permitting the same upon their Lot in said Development, or upon the public streets of the Development (if properly licensed as required by law).

Section 5.16. Tanks. No above-ground tanks of any type, including without limitation, natural gas, propane, fuel, and water shall be located on any Lot.

Section 5.17. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion, including landscaping, of any Structures not completed within one year from the date of commencement of construction. Construction shall be deemed to commence on the date of issuance of the building permit.

Section 5.18. Trailers, Trucks, School Buses, and Other Vehicles and Parking.

(a) No house trailers, mobile homes, tractor trailers (including without limitation tractor and/or trailer, tankers and other like vehicles), or school buses may be kept, stored or parked on any Lot at any time. This provision shall not prevent the placement by Declarant of a mobile home, tractor trailer, or similar vehicle, upon any Lot or property for its use as temporary offices, storage purposes, or development purposes, during the period of development by Declarant.

(b) Adequate offstreet parking shall be provided by the Owner of each Lot for the parking of automobiles. No Owner shall park his automobile, boat or other vehicle on any road within the Development as a matter of course. Owner's vehicles shall be parked only in garages or upon those portions of the Lot designated for such purpose.

(c) The Architectural Control Committee may prohibit the parking of commercial vehicles and equipment of any type upon a Lot, if in the opinion of the Architectural Control Committee, such prohibition shall be in the best interest of the Development. Improperly parked vehicles may be towed by the Association at the

Owner's expense without the Association or its agents being deemed to have committed any trespass, wrongful conversion or other wrongful act in so doing.

Section 5.19. Antennae. No exterior television or radio antennae, towers, or satellite dish, or other similar structures, shall be placed, allowed or maintained upon any portion of a Lot without the prior written approval of the Architectural Control Committee.

Section 5.20. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot, except that basketball goals, poles and backboards may be placed or installed other than upon the rear of a Lot, provided they are painted and maintained in a neat and attractive manner.

Section 5.21. Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot without the prior written approval of the Architectural Control Committee. No chain link fences may be constructed on any Lot either in front of or to the side of a house located thereon.

Section 5.22. Mailboxes. A mailbox including post shall be supplied by Declarant for each Lot on which a house is constructed. No changes or additions shall be made to the original mailbox and post, or its design, materials, or location, without obtaining the prior written approval of the Architectural Control Committee.

Section 5.23. Laundry. All clotheslines shall be of the removable umbrella type and shall be located in the rear yard of the house on the Lot between the rear corners of the house.

Section 5.24. Resubdivision. Resubdivision of the Lots shown upon the aforesaid Plat of Survey shall be permitted only if the same does not operate so as to permit the construction of more than one single-family dwelling per each numbered Lot shown upon the aforesaid plat of said Development.

Section 5.25. Maintenance of Lots.

(a) The grounds of each Lot (whether vacant or occupied) shall be maintained in a sightly, neat and sanitary condition and grass and landscaping shall be properly groomed and maintained.

(b) Should any Owner fail or refuse to comply with such Owner's obligations under this Section 5.25 of Article V (whether vacant or occupied), the Board of Directors of the Association, its designated committee, or the authorized agents or employees of the Board or its designated committee, may, after sixty (60) days' notice to such Owner, enter upon such Lot and remedy such deficiencies, including without limitation, the cutting of the grass, weeds, and other vegetation when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants and trash removed therefrom. The provisions of this Section 5.25 of Article V permitting the Association as herein provided, to perform maintenance and assess the cost thereof shall not apply to any Lots owned by the Declarant.

(c) Such Owner shall be personally liable to the Association for the cost of any cutting, clearing, maintenance or removal described in subparagraph (b) of this Article determined by the Board of Directors, or its designated committee, to be necessary, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Association by any appropriate proceeding in law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable.

(d) Although notice given as hereinabove provided shall be sufficient to give the Board of Directors, or its designated committee, or the authorized agents or employees of the Board of its designated committee, the right to enter upon such Lot and perform the work required, entry for the purposes of performing the work required shall be only between the hours of 7:00 a.m. and 8:00 p.m. any day.

Section 5.26. Architectural Control Committee.

(a) The Architectural Control Committee shall consist of Declarant or his designee, as long as Declarant is a Class B member of the Association.

(b) At such time as Declarant is no longer a Class B member of the Association, the Architectural Control Committee shall consist of five members as elected by the Board of Directors of the Association. The Committee may designate a single representative to act for it. In the event of resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(c) The approval or disapproval of said plans shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Any changes or modifications made to the plans and specification, previously approved, must first be submitted to Architectural Control Committee for approval or disapproval prior to construction of those changes. The Architectural Control Committee shall not be responsible for and shall have no liability for any structural defects in such plans or specification or in any building or structure erected according to such plans and specifications.

Section 5.27. Breach of Covenants. In the event any breach of the covenants set forth in Article V hereinabove should occur, the Architectural Control Committee shall give notice thereof in writing to the owner or owners of the Lot upon which, or in front of which, such breach is continuing, and allowing ten (10) days from the receipt thereof by such owner or owners for the remedy of such breach. In the event such breach shall not be remedied within such ten (10) day period, the Architectural Control Committee or any other owner in said Development, may commence any action at law or in equity as may be permitted by law to enforce this covenant.

ARTICLE VI
OTHER PROPERTY

Section 6.01. Additions by Declarant as a Matter of Right. Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Charleston Place II by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

ARTICLE VII
ADMINISTRATION

Section 7.01. Responsibility for Administration. The administration of Charleston Homeowners' Association, Inc. and the

maintenance, repair, replacement, and operation of the Common Property shall be the responsibility of the Association.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Dedication. It is contemplated by Declarant that certain lands now or hereafter made subject to be shown on a plat of survey which includes Lots now or hereafter made subject to this Declaration may be developed or used as recreational areas, including parks and playgrounds, or as greenbelts, open spaces or walkways, and unless and until such time as Declarant shall convey by deed such property to the Association, neither the development or use of such property for any of such purposes shall constitute or be construed by implication to be a covenant, restriction, or representation that such property is dedicated or otherwise permanently committed for any of such purposes, the possible sale of such property for residential purposes, or the use thereof for other purposes, being expressly contemplated and reserved by Declarant.

Section 8.02. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate or assign to the Association any and all functions or rights reserved to Declarant under this Declaration. Any function or right so delegated or assigned to the Association may be exercised as the Board of Directors of the Association shall determine.

Section 8.03. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Association, or any Owner of any Lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20) year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record Owners of Lots in the Development. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 8.04. Amendment by Declarant. During any period in which Declarant is a Class B member of the Association, Declarant may amend his Declaration by an instrument in writing filed and recorded in the Gordon County, Georgia Land Records, without the approval of any owner or mortgages; provided, however, that:

a. in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot as set forth in this Declaration, or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby; or

b. in the event that such amendment would materially and adversely affect the security title and interest of any mortgages, such amendment shall be valid as to such mortgages only upon the written consent thereto of such mortgages so affected. Any amendment made pursuant to this Section 8.04 shall be certified by Declarant as having been duly approved by Declarant, and such Owners and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other

conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 8.04 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development:

(i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith;

(ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration;

(iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; or

(iv) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

Section 8.05. Amendment by Association. The covenants and restrictions of this Declaration may be amended at any time and from time to time during said first period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed (a) by Declarant, if it is the owner of any Lots then subject thereto, and (b) by at least two-thirds (2/3) of the Owners whose Lots are then subject thereto. and provided however, that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagees. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

Section 8.06. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the law to enforce any charge or lien arising by virtue thereof. Any failure by Declarant, the Association or any Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.07. Mergers. Pursuant to a merger or consolidation of the Association, the Association's properties, rights and obligations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property now or hereafter made subject to this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions hereby made applicable to the property described in Section 1 of Article II of this Declaration, provided that, as hereinabove provided, the members of the Association, may, as an incident to any such merger or consolidation, make changes in

the method of calculating the maximum amount of the annual assessments and may amend the covenants and restrictions.

Section 8.08. Variances. The Declarant shall have the power and authority, in his sole discretion, to grant variances to this Declaration provided, however, that such variances shall be reasonably consistent with the purpose of this Declaration and shall not materially adversely affect existing Improvement(s). Whenever, in the exercise of his discretion the Declarant grants a variance to these Declarations, each owner and or/Occupant of a Lot hereby acknowledges that such variance shall constitute a waiver or any conflicting provisions of these Declarations. Each Owner and/or Occupant of a Lot appoints the Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances.

Section 8.09. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provisions of this Declaration or the application hereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration are declared to be severable.

Section 8.10. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

Section 8.11. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and power to enforce any provision of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

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IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal, this the 25th day of July, 1994.

Signed, sealed and delivered
in the presence of:

[Signature]
UNOFFICIAL WITNESS

Larita Scott
NOTARY PUBLIC

[Signature] (SEAL)
C.W. EDWARDS



EXHIBIT "A"

All that tract or parcel of land located and lying in Land Lot No. 148 of the 7th District and 3rd Section of Gordon County, Georgia, being designated as Lots 28 through 76, inclusive, of Charleston Place Subdivision, Plat No. 2, as shown by plat of record in Plat Book 29, Page 268, Gordon County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.