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GORDON COUNTY, GA

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

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

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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 slightly, 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 I 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, 1934.

Signed, sealed and delivered in the presence of:

Larita Scott

UNOFFICIAL WITNESS

LARITA SCOTT
NOTARY PUBLIC

C. W. Edwards
C. W. EDWARDS

75 25 34



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, being designated as Lots 28-76, inclusive of Charleston Place II, Phase 1, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

40
8 5 '66
461

487/470

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 213, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 101-103, Plat 4"); and

WHEREAS, Declarant declared Charleston Place II, Phase I to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant desires to extend the Declaration to subject Charleston Place II, Lots 101-103, Plat 4 to the Declaration by filing a supplemental Declaration as contemplated in Article VI, Section 6.01 of the Declaration;

NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the lots in Charleston Place II, Lots 101-103, Plat 4, Declarant does hereby set up, establish, promulgate and declare that the Declaration shall be fully applicable to Charleston Place II, Lots 101-103, Plat 4.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hands and seals, this
13th day of July, 1996.

Signed, sealed and delivered
in the presence of:

[Signature]
UNOFFICIAL WITNESS

[Signature]
C.W. EDWARDS

[Signature]
NOTARY PUBLIC



HARVARD H. KRANZLEIN, JR.
Notary Public, Whitfield County, Georgia
My Commission Expires July 8, 2000

484-343

12.05
6-21-96
484

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant declared Charleston Place II, Phase 1 to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

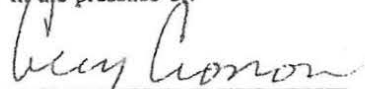
WHEREAS, Declarant desires to extend the Declaration to subject Charleston Place II, Lots 98-100 to the Declaration by filing a supplemental Declaration as contemplated in Article VI, Section 6.01 of the Declaration;

NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the lots in Charleston Place II, Lots 98-100, Declarant does hereby set up, establish, promulgate and declare that the Declaration shall be fully applicable to Charleston Place II, Lots 98-100.

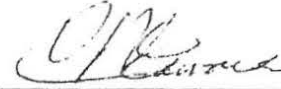
CONTINUED

IN WITNESS WHEREOF, the undersigned, has hereunto set their hands and seals, this
14th day of February, 1996.

Signed, sealed and delivered
in the presence of:



UNOFFICIAL WITNESS



C.W. EDWARDS



NOTARY PUBLIC

My Commission Expires Mar 5 2000

FILED & RECORDED
TIME 9:00
DATE 6-4-97
BOOK 513 PAGE _____
GEO. COUNTY, GA

5/3/376

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, being described in attached Exhibit "A", reference to which is hereby made and incorporated herein by reference; and

WHEREAS, Declarant declared Charleston Place II, to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, as amended, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration in accordance with Article VIII, Section 8.04. This Amendment is required by the Federal Housing Administration and the Department of Housing and Urban Development (hereinafter referred to as FHA/HUD) and the Department of Veterans Affairs (hereinafter referred as the "VA") to enable said entities to insure mortgage loans on the Lots subject to this Declaration.

NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the lots in Charleston Place II, Declarant does hereby set up, establish, promulgate and declare that the following amendments to the said Declaration be made:

ARTICLE I is amended as follows:

Section 1.08. Development. "Development shall mean and refer to that certain real property and interest therein described in Exhibit "A" attached hereto, and (i) such additions thereto as may be made by Declarant by Supplementary Declaration of all or portion of the real property described in Exhibit "B" attached hereto; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.

ARTICLE III is amended as follows:

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 terminates which shall be the earlier of the date on which (a) seventy-five (75%) percent of the Lots which may be developed on the real property described in Exhibit "A" and Exhibit "B" of the Declaration, as amended, shall have been conveyed to persons who have not purchased such Lots for the purpose of construction of residence and resale of such Lot and residence or (b) seven years from the date of the recording of the Third Amendment to Charleston Place, II, dated May 6, 1997 is recorded in the Gordon County, Georgia Land Records, or (c) 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 when (a) seventy-five (75%) percent of the Lots which may be developed on the real property described in Exhibit "A" and Exhibit "B" of the Declaration, as amended, shall have been conveyed to persons who have not purchased such Lots for the purpose of construction of residence and resale of such Lot and residence or (b) seven years from the date of the recording of the Third Amendment to Charleston Place, II, dated May 6, 1997 is recorded in the Gordon County, Georgia Land Records, or (c) 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. 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.

ARTICLE V is amended as follows:

Section 5.26. Architectural Control Committee.

(a) So long as the Declarant owns any property for development and/or sale in the Development or has the right unilaterally to annex additional property to the Development, the Declarant shall have right appoint all members of the Architectural Control Committee (hereinafter referred to as the "ACC") and said ACC may consist of only the Declarant or his designee.

(b) Upon the expiration or earlier surrender in writing of such right of the Declarant to appoint all members of the ACC, the ACC 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 ACC, 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 ACC for approval or disapproval prior to construction of those changes. The ACC 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.

ARTICLE VI is replaced in its entirety as follows:

ARTICLE VI
PROPERTY SUBJECT TO THIS DECLARATION

Section 6.01. Property Hereby Subjected to this Declaration. The property described in Exhibit "A", attached hereto and by reference made a part hereof, is, by the recording of this Declaration, hereby subject to the covenants and restrictions hereafter set forth and shall be held, transferred, and conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Section 6.02. Other Property. Only the real property described in Section 6.01 of this Article VI is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Section 6.03. Unilateral Annexation by Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until June 1, 2004 to subject all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 6.04. Other Annexation. Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Development or has the right unilaterally to annex additional property to the Development), upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots

wned by Declarant so long as the consent of the Declarant is required), the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

ARTICLE VIII Section 8.04 and 8.05 are replaced and a new Section 8.12 and Section 8.13 are hereby added.

Section 8.04. Amendment by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) 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 such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Declarant has the right unilaterally to annex additional property to this Declaration as provided in Article XI hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

Section 8.05. Amendment by Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Development or has the right unilaterally to annex additional property to the Development). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale in the Development, or subject to annexation to the Development.

Section 8.12. Dissolution of Association. As long as the VA is guaranteeing any mortgage in the Development or as long as FHA/HUD is insuring any Mortgage in the Development, if the Association is dissolved, then the assets of the Association shall be conveyed to a nonprofit organization with similar purposes or to a public body, unless otherwise approved by VA and/or FHA/HUD. IF VA and FHA/HUD are no longer insuring any Mortgage in the Development, or otherwise consent in writing, the dissolution shall be in accordance with the provision of the applicable sections of the Georgia Non-Profit Corporation Code.

Section 8.13. Conveyance of the Common Area. As long as the VA is guaranteeing any mortgage in the Development or as long as FHA/HUD is insuring any Mortgage in the Development, the common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Lot Owners (excluding the Declarant).

ARTICLE IX is added to the Declaration as follows:

ARTICLE IX
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Development

The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 9.01. Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of 60 days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within 60 days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 9.02. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 9.03. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

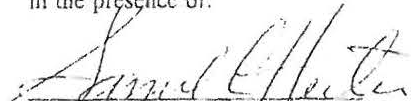
Section 9.04. VA/HUD Approval. As long as the Declarant is a Class B member of the Association, the following actions shall require the prior approval of the VA so long as the VA is guaranteeing any Mortgage in the Development, and FHA/HUD so long as FHA/HUD is insuring any Mortgage in the Development: annexation of additional property to the Development, except for annexation by Declarant in accordance with Article VI, Section 6.01 hereof pursuant to a plan of annexation previously approved by the VA and/or FHA/HUD as applicable; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

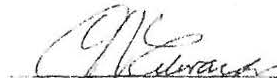
Section 9.05. Applicability of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 9.06. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, FHA/HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

IN WITNESS WHEREOF, the undersigned, the Declarant herein, has hereunto set his hand and seal, this 6th day of May, 1997.

Signed, sealed and delivered
in the presence of:


UNOFFICIAL WITNESS

 (SEAL)
C. W. EDWARDS


NOTARY PUBLIC
Notary Public, Cobb County, Georgia.
My Commission Expires September 14, 1998

SEAL AFFIXED

NOTARY

EXHIBIT "A"

Tract 1

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.

Tract 2

All that tract or parcel of land located and lying in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, being designated as Lots 98-100, of Charleston Place, II Subdivision, according to a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

Tract 3

All that tract or parcel of land located and lying in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, being designated as Lots 101-103 of Charleston Place, II, Subdivision, as shown by a plat of survey recorded in Plat Book 32 Page 213, Gordon County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

CHARLESTON PLACE EXH

EXHIBIT "B"

Additional Property Which May Unilaterally Be Submitted by Declarant

All that tract or parcel of land lying and being in Land Lots 140, 141, 148, 149, 176 and 177, of 7th District and 3rd Section of Gordon County, Georgia.

C:\HKCHAP\JD.FXC

01/13/07

SEARCHED INDEXED SERIALIZED FILED

& RECORDED

TIN. 1120

DATE 10-15-98

BOOK 573 PAGE 073

LEWIS COUCH
GORDON COUNTY, GA

I98-8717

AFTER RECORDING RETURN TO:

C.W. Edwards
2799 Delk Road
Marietta, GA 30067

After Recording Return To:

John T. Minor, IV
Minor, Bell & Neal, P.C.
P.O. Box 2666
Dalton, GA 30722-2666

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

**CHARLESTON PLACE II
A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION is made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 213, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 101-103, Plat 4"); and

CONTINUED

WHEREAS, Declarant declared Charleston Place II, Phase 1 to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Lots 98-100 to be subject to the Declaration by First Amendment recorded in Deed Book 484, Page 343, Gordon County, Georgia Land Records; and

WHEREAS, Declarant declared Charleston Place II, Lots 101-103, Plat 4 to be subject to the Declaration by Second Amendment recorded in Deed Book 487, Page 470, Gordon County, Georgia Land Records; and

WHEREAS, Declarant amended the Declaration by Third Amendment recorded in Deed Book 513, Page 376, Gordon County, Georgia Land Records (hereinafter referred to as the "Amended Declaration"); and

WHEREAS, Declarant desires to extend the Declaration as amended in the Amended Declaration to subject Charleston Place II, Plat 3, being Lots 77 -100, as per plat recorded in Plat Book 34, Page 17, Gordon County, Georgia Land Records, to the Declaration as amended by the Amended Declaration, by filing a supplemental Declaration as contemplated in Article VI, Section 6.03 of the Amended Declaration;

NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the lots in Charleston Place II, Plat 3, being Lots 77-100, as shown by plat recorded in Plat Book 34, Page 17, Gordon County, Georgia Land Records, Declarant does hereby set up, establish, promulgate and declare that the Declaration as amended by Amended Declaration shall be fully applicable to Charleston Place II, Plat 3, Lots 77-100.

CONTINUED

IN WITNESS WHEREOF, the undersigned, the Declarant herein, has hereunto set his hand and seal, this 1st day of December, 19 97.

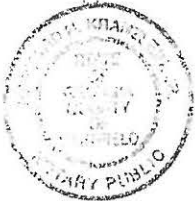
Signed, sealed and delivered
in the presence of:

Arlene Diggins
UNOFFICIAL WITNESS

C. W. Edwards (SEAL)
C. W. EDWARDS

[Signature]
NOTARY PUBLIC

N. P. SEAL OFFERED



ROBERT H. BRANZLIN, JR.
Notary Public, Wilkes County, Georgia
My Commission Expires July 6, 2000

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

FILED & RECORDED
TIME 2:45
DATE 7-30-01
BOOK 1774 PAGE 59-62
LEWIS COUNCH
GORDON COUNTY, GA
I 2001-3039

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION is made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 213, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 101-103, Plat 4"); and

CONTINUED

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in attached Exhibit "A", (herein referred to as "Charleston Place II, Plat 5"); and

WHEREAS, Declarant declared Charleston Place II, Phase 1 to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Lots 98-100 to be subject to the Declaration by First Amendment recorded in Deed Book 484, Page 343, Gordon County, Georgia Land Records; and

WHEREAS, Declarant declared Charleston Place II, Lots 101-103, Plat 4 to be subject to the Declaration by Second Amendment recorded in Deed Book 487, Page 470, Gordon County, Georgia Land Records; and

WHEREAS, Declarant amended the Declaration by Third Amendment recorded in Deed Book 513, Page 376, Gordon County, Georgia Land Records (hereinafter referred to as the "Amended Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Plat 3, being Lots 77 -100 to be subject to the Declaration by Fourth Amendment recorded in Deed Book 573, Page 73, Gordon County, Georgia Land Records; and

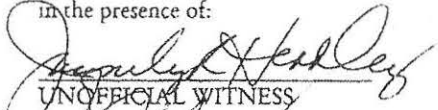
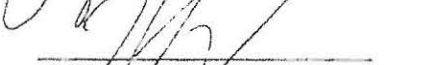
WHEREAS, Declarant desires to extend the Declaration as amended in the Amended Declaration to subject Charleston Place II, Plat 5, being Lots 104 -135, as described in attached Exhibit "A", to the Declaration as amended by the Amended Declaration, by filing a supplemental Declaration as contemplated in Article VI, Section 6.03 of the Amended Declaration;

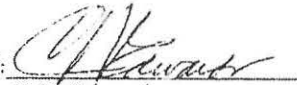
NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the lots in Charleston Place II, Plat 5, being Lots 104-135, as shown by plat recorded in Plat Book 34, Page 17, Gordon County, Georgia Land Records, Declarant does hereby set up, establish, promulgate and declare that the Declaration as amended by Amended Declaration shall be fully applicable to Charleston Place II, Plat 5, Lots 104-135.

CONTINUED

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal, this the 11th day of September, 2001.

Signed, sealed and delivered
in the presence of:


UNOFFICIAL WITNESS

NOTARY PUBLIC

BY: 
C.W. Edwards

N.P. SEAL AFFIXED

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 148 in the 9th District and 3rd Section of Gordon County, Georgia, being LOTS 104 THROUGH 135 INCLUSIVE OF CHARLESTON PLACE II, Plat 5, according to a plat of survey prepared by David Glass, Georgia Registered Land Surveyor, and being more particularly described as follows:

TRACT 1

BEGINNING at a x-tie post located in the southeast corner of said Land Lot 148; thence running north 88 degrees 37 minutes 06 seconds west a distance of 349.99 feet to a point; thence running north 01 degree 22 minutes 15 seconds east 40 feet to a point; thence running north 88 degrees 37 minutes 06 seconds west a 1006.64 feet to a point marking the southwest corner of Lot 132 of said subdivision; thence running south 01 degree 22 minutes 15 seconds west 40 feet to a point; thence running north 88 degrees 37 minutes 06 seconds west 837.05 feet to a point located in the easterly right of way line of Walraven Road; thence running north along an arc to the right an arc distance of 107.2 feet as measured along the easterly right of way line of Walraven Road; thence running along an arc to the right an arc distance of 42.16 as measured along the easterly right of way line of Walraven Road; thence running north 25 degrees 05 minutes 12 seconds east 69.61 feet as measured along the easterly right of way line of Walraven Road to a point located at the northwest corner of Lot 104 of said subdivision; thence running south 88 degrees 08 minutes 35 seconds east 234.4 feet to a point; thence running north 25 degrees 05 minutes 12 seconds east 370.87 feet; thence running south 88 degrees 08 minutes 35 seconds east 234.41 feet to a point in the westerly right of way line of Harrison Way; thence running the following courses and distance along the westerly and southerly right of way line of Harrison Lane as follows: southerly along an arc .87 feet; south 25 degrees 05 minutes 12 seconds west, 44.11 feet; southerly along an arc 37.09 feet; southerly along an arc 47.44 feet; southerly along an arc 50.76 feet; southerly along an arc 51.58 feet; southerly along an arc 52.38 feet; easterly along an arc 51.04 feet; south 87 degrees 59 minutes 34 seconds east 1068.51 feet; northerly along an arc 42.66 feet; northerly along an arc 42.79 feet; northerly along an arc 42.68 feet; northerly along an arc 43.94 feet; north 01 degree 22 minutes 15 seconds east 171.07 feet to the northwest corner of Lot 119; thence leaving said right of way line and running south 88 degrees 37 minutes 45 seconds east 239.99 feet; thence running south 01 degree 22 minutes 15 seconds west 566.24 feet to the point of beginning.

TRACT 2

TO FIND THE TRUE POINT OF BEGINNING, commence at the southeast corner of said Land Lot 128 in the 7th District and 3rd Section of Gordon County, Georgia Land Records, thence running north 01 degree 22 minutes 15 seconds east 566.24 feet; thence running north 88 degrees 37 minutes 45 seconds west 239.99 feet; thence running north 65 degrees 31 minutes 25 seconds west 65.23 feet to a point, which marks the north corner of said Lot 118 in said Subdivision and the TRUE POINT OF BEGINNING, from the true point of beginning thus established thence running the following courses and distances along the westerly and northerly right of way line of Harrison Lane as follows: south 01 degree 22 minutes 15 seconds west, 196 feet; southerly along an arc to the right 48.79 feet; north 87 degrees 59 minutes 34 seconds west, 1067.85 feet; northerly along an arc 172.20 feet; north 25 degrees 05 minutes 12 seconds east, 44.11 feet; northerly along an arc 89.21 feet; thence leaving said right of way line and running south 87 degrees 59 minutes 34 seconds east 1148.04 feet to the point of beginning.

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

FILED 4:00
TIME: 4:00
DATE: 2-27-02
BOOK 819 PAGE 494-496
F 2002-1985

**CORRECTED FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHARLESTON PLACE II
A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION is made on the date hereinafter set out by C.W. EDWARDS, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29 Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1, Lots 28-76"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32 Page 213, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 101-103, Plat 4"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 34 Page 17, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 77-100, Plat 3"); and

WHEREAS, Declarant is also the owner and developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded Plat Book 40, Page 131, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 104-135, Plat 5"); and

CONTINUED

WHEREAS, Declarant declared Charleston Place II, Phase 1 to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Lots 98-100 to be subject to the Declaration by First Amendment recorded in Deed Book 484, Page 343, Gordon County, Georgia Land Records; and

WHEREAS, Declarant declared Charleston Place II, Lots 101-103, Plat 4 to be subject to the Declaration by Second Amendment recorded in Deed Book 487, Page 470, Gordon County, Georgia Land Records; and

WHEREAS, Declarant amended the Declaration by Third Amendment recorded in Deed Book 513, Page 376, Gordon County, Georgia Land Records (hereinafter referred to as the "Amended Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Plat 3, being Lots 77-100 to be subject to the Declaration by Fourth Amendment recorded in Deed Book 573, Page 73, Gordon County, Georgia Land Records; and

WHEREAS, Declarant desires to extend the Declaration as amended in the Amended Declaration to subject Charleston Place II, Plat 5, being Lots 104-135, as described in attached Exhibit "A", to the Declaration as amended by the Amended Declaration, by filing a supplemental Declaration as contemplated in Article VI, Section 6.03 of the Amended Declaration;

NOW THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any and all of the Lots in Charleston Place II, Plat 5, being Lots 104-135, as shown by plat recorded in Plat Book 40, Page 131, Gordon County, Georgia Land Records, Declarant does hereby set up, establish, promulgate and declare that the Declaration as amended by Amended Declaration shall be fully applicable to Charleston Place II, Plat 5, Lots 104-135.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hands and seals, this 11th day of September, 2001.

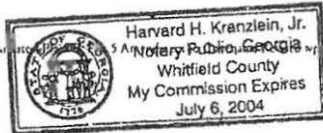
Signed, sealed and delivered
in the presence of:

Sheila Ables
UNOFFICIAL WITNESS

C.W. EDWARDS (Seal)
C.W. EDWARDS

Harvard H. Kranzlein, Jr.
NOTARY PUBLIC

© Harvard H. EDWARDS FOLIERY Charlotte, GA



N.P. SEAL AFFIXED

CONTINUED

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 148 in the 7th District and 3rd Section of Gordon County, Georgia, being LOTS 104 through 135 INCLUSIVE OF CHARLESTON PLACE II, PLAT 5, according to a plat of said subdivision prepared by David Glass, Georgia Registered Land Surveyor, recorded in Plat Book 40, Page 131, Gordon County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

RECORDED 2-29-02 LEWIS COUCH, CSC

AFTER RECORDING RETURN TO:
C.W. Edwards
2799 Delk Road
Marietta, GA 30067

Recorded 01/20/2015 4:35
Doc: COVE Rec#: 306369
Grant Wainaven, C.S.O.
GORDON County, Ga
DEED Bk: 1929 Pgs: 311-315

Cross Reference to Deed Book 430, Page 294; Deed Book 484, Page 343; Deed Book 487, Page 470; Deed Book 513, Page 376; Deed Book 573, Page 73; Deed Book 774, Page 59 and Deed Book 819, Page 494.

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON PLACE II, A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION is made on the date hereinafter set out by **C.W. EDWARDS**, (hereinafter referred to as the "Declarant") and by the Board of the Charleston Homeowner's Association, Inc. (hereinafter referred to as the "Board").

WHEREAS, Declarant is the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by plat of survey recorded in Plat Book 29, Page 268, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Phase 1, Lots 28-76"); and

WHEREAS, Declarant is also the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32, Page 162, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 98-100"); and

WHEREAS, Declarant is also the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 32, Page 213, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 101-103, Plat 4"); and

WHEREAS, Declarant is also the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown on plat of survey recorded in Plat Book 34, Page 17, Gordon County, Georgia Land Records, (hereinafter referred to as Charleston Place II, being Lots 77 -100, Plat 3") and

WHEREAS, Declarant is also the developer of certain real estate located in Land Lot No. 148 in the 7th District and 3rd Section of Gordon County, Georgia, as shown by a plat of survey recorded in Plat Book 40, Page 131, Gordon County, Georgia Land Records, (herein referred to as "Charleston Place II, Lots 104-135, Plat 5"); and

WHEREAS, Declarant declared Charleston Place II, Phase 1, Lots 28-76 to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Charleston Place II, a Planned Residential Community Subdivision, recorded in Deed Book 430 Page 294, Gordon County, Georgia Land Records, (herein referred to as the "Declaration"); and

WHEREAS, Declarant declared Charleston Place II, Lots 98-100 to be subject to the Declaration by First Amendment recorded in Deed Book 484, Page 343, Gordon County, Georgia Land Records (hereinafter the "First Amendment"); and

WHEREAS, Declarant declared Charleston Place II, Lots 101-103, Plat 4 to be subject to the Declaration by Second Amendment recorded in Deed Book 487, Page 470, Gordon County, Georgia Land Records, (hereinafter the "Second Amendment"); and

WHEREAS, Declarant amended the Declaration by Third Amendment recorded in Deed Book 513, Page 376, Gordon County, Georgia Land Records (hereinafter referred to as the "Amended Declaration"); and

WHEREAS, Declarant declared Charleston Place II, being Lots 77-100, Plat 3 to be subject to the Declaration and Amended Declaration by Fourth Amendment recorded in Deed Book 573, Page 73, Gordon County, Georgia Land Records, (hereinafter the "Fourth Amendment"); and

WHEREAS, Declarant declared Charleston Place II, being Lots 104-135, Plat 5 to be subject to the Declaration and Amended Declaration by Fifth Amendment recorded in Deed Book 774, Page 59, and as corrected Deed Book 819, Page 494, Gordon County, Georgia Land Records, (hereinafter the "Fifth Amendment"); and

WHEREAS, Declarant and the Board desires to amend the Declaration and the Amended Declaration and the First, Second, Fourth and Fifth Amendments;

WHEREAS, pursuant to the terms of Section 8.04 of the Declaration and Section 8.04 of the Amended Declaration and pursuant to the terms of the Amended Declaration under Section 9.06, that should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration/HUD or Veterans Administration, subsequently delete any of their respective requirements which necessitated any of the provisions of the Amended Declaration, that an amendment may be made to reflect such changes and therefore since the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration/HUD and Veteran's Administration no longer require some of the provisions that were provided for in the Amended Declaration and since one of the purposes of the

Amended Declaration was to modify the Declaration for governmental purposes to comply with the then current requirements of Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration/HUD and the Veterans Administration, some of which are no longer applicable, the Amended Declaration and the Declaration are hereby amended by the Declarant and the Board pursuant to the authority provided in the Declaration and the Amended Declaration.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable considerations, Declarant and the Board do hereby set up, establish, promulgate and declare that the following amendments to the Amended Declaration and Declaration and the First, Second, Fourth and Fifth Amendment be made.

Section 3.02. of the Amended Declaration is replaced with the original Section 3.02 of the Declaration and Section 3.02 of the Amended Declaration shall be as follows:

Section 3.02. Voting Rights. Subject to the following provisions of this Section, 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 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 8.04 of the Amended Declaration and Section 8.04 of the Declaration are replaced and said Section 8.04 of the Declaration and the Amended Declaration shall be as follows:

Section 8.04. Amendment by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) 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 Mortgage Corporation, to enable lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Declarant, owns any Lot which is subject to this Declaration or located in the Development, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall adversely affect title to any Lot without the consent of the affected Lot Owner. Further Declarant may unilaterally amend this Declaration if necessary to correct a scrivener's error in the drafting of this Declaration.

All other terms of the Declaration and Amended Declaration, First Amendment, Second Amendment, Fourth Amendment and Fifth Amendment shall remain the same, except for those specifically amended herein.

(Signatures continued on next page)

IN WITNESS WHEREOF, the Declarant and the Board, have hereunto set their hands and seals, this 3rd day of October, 2014.

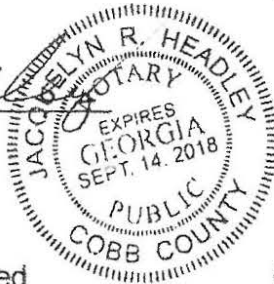
Signed, sealed and delivered
in the presence of:

DECLARANT

Tim Angel
UNOFFICIAL WITNESS

C.W. Edwards (Seal)
C.W. EDWARDS

Jacquelyn Headley
NOTARY PUBLIC



Signed, sealed and delivered
in the presence of:

CHARLESTON HOMEOWNER'S
ASSOCIATION, INC.

Tim Angel
UNOFFICIAL WITNESS

C.W. Edwards (Seal)
C.W. EDWARDS, Chairman of the Board
and President and sole Director

Jacquelyn Headley
NOTARY PUBLIC

