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GORDON County, GA

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Leslie Simmons

1105 N Tennessee Street

Cartersville, GA 30120

Seventh Amendment to the
Declaration and Covenants of Charleston Place II

Attached hereto is the Seventh Amendment to the Declaration and Covenants of Charleston Place II Subdivision as recorded in Deed Book 430, page 294, Gordon County, Georgia records.

This original document was e-Filed and
e-Recorded pursuant to the Real Estate
Recording Rules for the State of Georgia.

County of Recording: Gordon

Deed Book/Page: 2716/116

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**SEVENTH AMENDMENT TO THE DECLARATION AND COVENANTS OF
CHARLESTON PLACE II**

A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION

WHEREAS, C.W. Edwards, as Declarant, recorded a Declaration of Covenants, Conditions, and Restrictions for The Charleston Place II Subdivision on July 25, 1994, in Deed Book 430, Page 294, et. Seq., Gordon County, Georgia Records, hereinafter referred to as the Original Declaration; and

WHEREAS, the Original Declaration has been previously amended by six (6) amendments recorded in the Gordon County, Georgia Records, hereinafter the Original Declaration and the amendments shall be jointly referred to as the Declaration; and

WHEREAS, John Doyle is now the Declarant and is hereinafter referred to as Declarant; and

WHEREAS, Article VIII, Section 4 of the Declaration provides that the Declaration may be amended at any time and from time to time by Declarant; and

WHEREAS, the Declarant has approved this Amendment; and

WHEREAS, these amendments do not materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot; and

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

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article V of the Declaration shall be deleted in its entirety and replaced with the following language:

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.

- (a) Each lot is restricted to (1) dwelling unit plus up to (2) additional structures. A detached garage as listed above counts toward (1) of the additional structures.
- (b) The total square footage of the combined additional structures shall not exceed 800 square feet.
- (c) The height of any additional structure shall not exceed 20 feet from the peak of the roof to the ground level.
- (d) Additional structures must be completed with the same external material types as the primary residence (siding, roof shingles, trim, etc.), honor set back requirements to the rear and side, be positioned behind the primary house's rear corner, and of course must be approved by the Architectural Control Committee.
- (e) Roll-up doors are allowed on non-garage structures.
- (f) Metal roofing and metal siding materials are expressly prohibited.

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 the quality of workmanship and materials, harmony of external design with existing structure, and as to the 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 the location of the improvement has been approved by the Architectural Control Committee as to the harmony of design and location with existing structures, and as to the 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 the 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 a 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 heated living area of the immediate 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 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.
- (e) All short term rentals including but not limited to VRBO, Airbnb, etc. are expressly prohibited.

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 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 office trailer, upon any Lot or property for its use as temporary offices or and 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 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 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 for 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 the 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 street 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 is 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 this 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 tank of any type, including without limitation, natural gas, propane, and fuel shall be located on any Lot. Twenty pound propane tanks for the use in gas grills, portable heaters, etc. are excluded from this prohibition. Tanks and drums used for collecting rain water are allowed when they are discreetly stored on the Lot between the rear corners of the dwelling behind the residence.

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 structure not completed within one year from the date of commencement of construction.

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 off-street parking shall be provided by the Owner of each Lot for the parking of automobiles, boats, RV's, trailers, etc. 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 driveways or concrete/asphalt pads as specified in Section 5:13(b).
- a. Gravel parking areas are allowed if they are located and maintained on the Lot between the rear corners of the dwelling behind the residence. Gravel parking areas shall be minimum 6 inches deep including a four-inch base layer and a two-inch top layer. Proper compaction of each layer is required. Approval by the Architectural Control Committee is required.
- (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 doing so.

Section 5.19. Antennae. No exterior television or radio antennas, 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. Radio, television, internet, and small satellite dishes such as DirecTV and Dish Network are excluded from this prohibition, provided that they are installed on the rear portion of the roof or located on the Lot between the rear corners of the dwelling behind the residence.

Section 5.20. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot, except 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 so that the fence runs parallel to the road that the dwelling faces. Chicken wire, hog wire, and other similar farm style fences are prohibited on any portion of the Lot.

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 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 any cost of any cutting, clearing, maintenance, or removal described in subparagraph (b) of this Article determined 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 or its designated committee, to give the Board of Directors, or its 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 or performing 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 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 the 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 specifications 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 (1) 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.

IN WITNESS WHEREOF, the undersigned Declarant and Officers of The Charleston Place II Subdivision Homeowner's Association, hereby certify that the above amendment to the Declaration was duly adopted by the Declarant and any required notices were duly provided.

This 10th day of October, 2023.

Declarant:

John Doyle
John Doyle

Sworn to and subscribed before me
this 10th day of October, 2023.

[Signature]

Witness

[Signature]

Notary Public

