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GARY R. YATES, CLERK

8/15/96

Return To:  
Michael R. Funderburk  
Attorney At Law  
4350 South Lee Street  
Buford, Georgia 30518

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
CHARLESTON PLACE

THIS DECLARATION is made on the date set forth below by Precision Design and Development Co., Inc., a Georgia Corporation ("Declarant");

Witnesseth:

WHEREAS, Declarant is the owner of the real property described in Article II, Section I of this declaration; and

WHEREAS, Declarant desires to subject the real property described in Article II, Section I to the provisions of this Declaration and to provide for the subjecting of the other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant declares that, subject to the provisions of Section 2 of Article IV of this Declaration, the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ AND DOES NOT AND IS NOT INTENDED TO CREATE A REGIME SUBJECT TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT; O.C.G.A. SECTION 44-3-225, ET SEQ.

## **Article I Definitions**

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A", attached and made a part of this Declaration.

## **Article II**

### **Property subject To This Declaration**

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "B", attached and made a part of this Declaration.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is made subject to this Declaration. However, by one or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject other real property to this Declaration, as provided in Article IV.

## **Article III**

### **Use Restrictions and Rules**

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended in the manner provided in Article VI, Section 3, regarding amendment of this Declaration. Notwithstanding the above, until such time as one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale, no use restrictions which affect the Declarant or approved Builders may be adopted, modified, or deleted without the written consent of the affected Declarant, or Approved Builder.

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence and a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the Community; (c) The business activity conforms to all zoning requirements for the Community; and (d) the business activity is consistent with the residential character of the Community and does

not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

Section 3. Architectural control. So long as the Declarant owns any property in the Community no exterior construction, addition, erection, or alteration shall be made upon any part of the Community unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Declarant. No approval shall be required for any construction, alteration or addition made by the Declarant, upon termination of the Declarant's right to approve architectural alterations, the Association shall automatically assume the right to exercise the architectural control functions set forth in this Section.

Notwithstanding the above, if prior to development of one hundred (100%) percent of the Community, the Declarant should relinquish its right to approve architectural modifications as provided above, then the requirements of this Section shall no longer apply to Approved Builders.

In the event that the Declarant fails to approve or to disapprove any application within forty-five (45) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the standards in the Community unless a variance has been granted in writing by the Declarant. Variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) prevent the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

The Declarant shall be the only judge of the plans with regard to the requirements of this Article and may withhold approval for any reason, including purely aesthetic considerations. The

Declarant shall be entitled to stop any construction in violation of these restrictions. The Declarant or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive- covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If an Owner does not comply with this Section, the Declarant may record in the appropriate land .records a notice of violation naming the violating Owner in addition to any other available remedies.

The Declarant does not warrant or represent, that its decisions under this Section constitute, and its decisions shall not be interpreted as constituting, an approval as to compliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, nor that their decisions under this section reflect upon the structural integrity of any proposed alteration or improvement.

The approval of the Declarant of any proposals, plans and specifications, or drawings, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters later submitted for approval or consent.

Section 4. Signs. No sign of any kind shall be erected by an Owner or occupant of a lot within the Community except as follows: (a) one (1) "For Sale" or "For Rent" sign and (b) one (1) professionally lettered security sign consistent with the Community-Wide Standard may be erected up a lot. Notwithstanding the foregoing, the Association shall have the right to erect reasonable and appropriate signs on the Common Property and on any property where entry features are located. This section shall not apply to any person holding a mortgage who becomes the owner of any lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage. No advertising, directional or vendor signs shall be permitted within the community except as authorized by the Declarant under Article IV, Section 10 of this Declaration.

Section 5. Vehicles. The term "vehicles" as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage.

No vehicle .may be left upon any portion of the Community, except in a garage or other area which is not visible from another Lot or any street within the Community or from a street providing

access to or running along the boundary of the Community for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and, if on Common Property, may be removed from the Community by the Association. No boat, boat trailer, recreational vehicle, motorhome, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior shall be temporarily kept or stored in the Community for any period in excess of twelve (12) hours unless kept in a garage or other area which is not visible from another Lot or any street within the Community or from a street providing access to or running along the boundary of the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance. However, moving vans, service or delivery vehicles may be parked in the Community for such period of time as is reasonably necessary to provide each service.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Association.

Section 6. Occupants Bound. All provisions of the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guests, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pit bulldogs or other dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, occupant, or guest of an Owner or occupant. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times whenever they are outside be on a leash held by a responsible person or otherwise confined. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt Condition on his or her Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device which causes it to automatically shut off within fifteen (15) minutes.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on Lots.

Section 10. Antennas. No exterior antennas, aerials, satellite dishes exceeding 20 inches, or other apparatus for transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, if it would be visible from another Lot, any street within the community, or from a street providing access to or running along the boundary of the Community.

Section 11. Tree Removal. No trees having a diameter of six (6) inches or more and a height of more than eight (8) feet above the ground shall be removed without the express consent of the Declarant, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; and (c) trees within ten (10) feet of the residence, driveway, walkways constructed or to be constructed on the Lot.

Section 12. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised, pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 13. Sight Distance at Intersections. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 14. Clotheslines, Garbage Cans, woodpiles. Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Lots and Common Property, including the Lake, and the street on which the Lot (on which the item is located) fronts. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 15. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant or the Association as provided in Section 3 of this Article. No chain link fences shall be installed which are visible from another Lot or from any street within the Community or from a street providing access to or running along the boundary of the Community except around the amenity areas established by the Declarant or the Homeowners Association.

Section 16. Air Conditioning units. No window air conditioning units may be installed. Condensing units for air conditioners shall only be located in the rear or along the side of a residence constructed upon a Lot.

Section 17. Above Ground Swimming Pools. Above ground swimming pools shall not be erected, constructed, or installed on any Lot.

Section 18. Standard Mailboxes. All residences in the Community shall have standard mailboxes conforming to postal regulations.

Section 19. Use of Lake. Use of any Lake shall be limited as provided by the Association. The Association shall not be held liable to any person for any claim, damage, or injury occurring on any Lake or related to the use thereof.

Section 20. Playground. Any playground or other play areas or equipment located on the Common Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

## Article IV

### Annexation of Additional Property

#### Section 1. Unilateral Annexation By Declarant.

(a) As the owner or, if not the owner, with the consent of the owner, Declarant shall have the unilateral right, privilege, and option from time to time at any time within seven (7) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C", attached and made a part of this Declaration, to the provisions of this Declaration by filing for record in the Clerk's office of Gwinnett County, Georgia, records a Supplementary Declaration describing the property being annexed. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a different effective date is provided in the Supplementary Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any annexed real property.

(b) The rights reserved to Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to the terms of this Declaration. 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 in the Declaration upon the additional land.

Section 2. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the Community pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant.

## Article V

### Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and

overhang as between each Lot and adjacent portion of the Common Property or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered (in accordance with the terms of this Declaration). The easement shall be five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. However, an easement for encroachment shall not exist if the willful conduct by an owner, tenant, or the Association caused the encroachment.

Section 2. Easements for Utilities. There is reserved to the Declarant, Approved Builders, and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining (a) all utilities serving the Community or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, (b) water runoff and storm drainage systems, and (c) any other services which may be installed to serve the Community. It shall be expressly permissible for the Declarant, or its designee to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant, as applicable, shall have the right to grant such easement.

Section 3. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Community across such portions of the Community as are necessary to allow for the maintenance without limitation an easement over Lots on which entry features for the Community are located for maintenance of the entry features. This easement shall be exercised by the Declarant, the Association or other organized group of Owners working on behalf of the Community. This maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, and reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

## Article VI

### General

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with this Declaration, as it may be lawfully amended or modified from time to time, and with any deed or restrictions. Failure to comply with this Declaration shall be grounds for an action for damages or injunctive relief, or both, maintainable by an aggrieved owner.

The Association shall have the right, but not the obligation to enforce any of the conditions, or stipulations, of this

Declaration as provided for herein. Failure to enforce any of the foregoing provision shall not be a waiver of the right to enforce those provisions in the future.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless at least fifty-one (51%) percent of the record Owners execute an agreement to prevent renewal of the covenants and such agreement is recorded and an attorney's affidavit confirming ownership of the lots or such other requirement as provided in O.C.G.A. Section 44-5-60. A written instrument reflecting termination must be recorded within the year immediately preceding the beginning of any renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant {a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an 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 an 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 the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if an 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. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Lot Owner consents to the amendment in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IV, 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 Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding title to at least sixty seven (67%) percent of the lots in the Community, the consent of the Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IV) Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to the Declarant or to any Approved Builder shall be amended without the Declarant's or Approved Builder's, prior written consent so long as the Declarant or Approved Builder, owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

Section 4. Partition. The Common Property shall remain undivided, and no Lot Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Community.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration 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 7. captions. The captions of each Article and Section hereof, as to the contents of each Article and 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 Article or Section to which they refer.

Section 8. Preparer. This Declaration was prepared by Michael R. Funderburk, 4350 South Lee Street, Buford, Georgia 30518.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William the Conqueror.

Section 10. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, Design Guidelines, and any amendments, so long as there is development and construction related to the initial sale of residences constructed on Lots, it shall be expressly permissible for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Community as Declarant or any Approved Builder may deem necessary, such facilities and activities as in the sole opinion of Declarant or any Approved Builder may be required, convenient, or incidental to Declarant's or any Approved Builder's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation the following:


- a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community;
- b) the right to tie into any portion of the Community with driveways, parking areas and walkways;
- c) the right to tie into and/or otherwise connect and use (without a tap or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and the facilities constructed or installed in, on, under and/or over the community;
- d) the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, residences, model residences, and sales offices- Declarant and any Approved Builder may use residences, offices, or other buildings owned or leased by Declarant or an Approved Builder as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge.

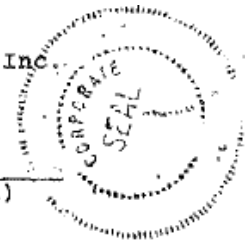
Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent so long as the Declarant or an Approved Builder owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

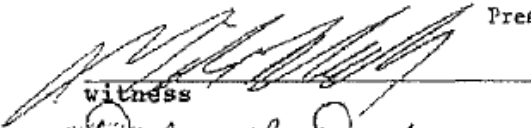
Section 11. Duty to Accept Property and Facilities. Subject to the consent of the holder of the Existing First Mortgage, the Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this section.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 15<sup>th</sup> day of September 1996.

Precision Design & Development Co., Inc.

  
BY: Officer (Corp. Seal)  
THOMAS M. PHELPS, JR.  
President



  
Witness

Debra L. Drake  
Notary Public, Georgia (L.S.)  
comm. exp.

Notary Public, Gwinnett County, Georgia  
My Commission Expires August 18, 1998



Consent

For and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid the receipt of which is hereby acknowledged, the undersigned does hereby consent to the within Declaration of Covenants and does hereby subject the lots acquired by same to the force and effect of the within this 15 day of September, 1996.

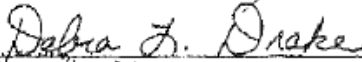
Eric Chafin Home Builders, INC.

  
By: Eric Chafin  
President



Sworn to and subscribed before  
me this 15 day of September 1996.

  
Witness

  
Dabra J. Drake

Notary Public

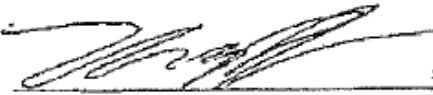
Notary Public, Gwinnett County, Georgia  
My Commission Expires August 16, 1998




## Consent

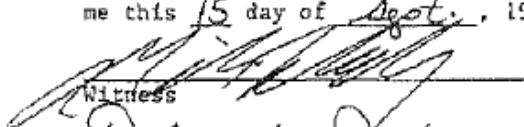
For and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid the receipt of which is hereby acknowledged, the undersigned does hereby consent to the within Declaration of Covenants and does hereby subject the lots acquired by same to the force and effect of the within this 15<sup>th</sup> day of Sept, 1996.

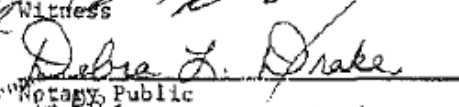
Bowen Builders Group, INC.

  
By: David J. Bowen  
Title: President

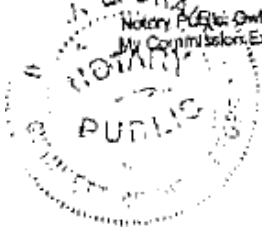


Sworn to and subscribed before  
me this 15 day of Sept., 1996.

  
Witness

  
Notary Public

Notary Public, Chilton County, Georgia  
My Commission Expires August 16, 1998



## Exhibit A

### Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Approved Builder" shall mean any builders or developers which are designated as Approved Builders by the Declarant in writing. Approved Builders shall continue to be Approved Builders for so long as they own at least one Lot for the purpose of construction of a residence and resale of the Lot and residence.
- (b) "Association" shall mean Charleston Place Community Association, Inc., a nonprofit Georgia corporation, its successors and assigns. Membership in the Association is voluntary and is subject to the Bylaws of Charleston Place Community Association, Inc. and the operating Policies, Rules and Regulations of Charleston Place.
- (c) "Bylaws" shall refer to the Bylaws of Charleston Place Community Association, Inc., incorporated and made a part of this Declaration by reference thereto.
- (d) "Common Property" shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located on the property, now or in the future owned by the Association.
- (e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit "C".
- (f) "Declarant" shall mean and refer to Precision Design & Development Co., Inc., a Georgia corporation, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant", and for the purpose of development or sale, all or any portion of the real property described in Exhibit "8" or "C" hereto, and (ii) be designated as the "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Gwinnett County, Georgia records; provided, however, in the event the holder of the "Existing First Mortgages" as defined below shall acquire record title to all or any portion of the real property described in Exhibit "B" or "C" hereto through the exercise of the power of sale set forth in the

Existing First Mortgages, then the holder shall automatically be and become the "Declarant" upon its acquisition of such record title. In the event that both holders of the Existing First Mortgages acquire title to the property as provided above then they shall both become a "Declarant" and shall exercise the rights of the Declarant jointly.

Except as to the holders of the Existing First Mortgages taking title as provided above, there shall only be one "Declarant" at any one time and no more than one Person have the right to exercise the power and authority of the "Declarant" at any one time.

As used in this paragraph "Existing First Mortgage" shall refer to the purchase money mortgage and/or acquisition and construction mortgage used in conjunction with acquiring title to the property.

- (g) "Lake" means any lake located within the Community as shown on the plats for the Community recorded in the Gwinnett County, Georgia records.
- (h) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the Gwinnett County, Georgia, records.
- (i) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (j) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- (k) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- (l) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes additional restrictions and obligations on the property, or both.

## EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Rocky Creek G.M.D. #1587 of Gwinnett County, Georgia, being 31.42 acres more particularly shown and described on plat of Charleston Place, Unit One, prepared by Randall W. Dixon, R.L.S. No. 1678, of Precision Planning, Inc., dated June 10, 1996, said plat being recorded in Plat Book 71, Page 21, Gwinnett County, Georgia Records, said plat being incorporated herein by reference thereto.

Exhibit “C”

Any property lying and being in Gwinnett County, Georgia, that Declarant owns and may wish to submit to the terms and conditions of this Declaration.