



Deed Doc: COVE  
Recorded 03/28/2008 10:12AM

STACY E. HARALSON  
Clerk Superior Court, HARRIS SUPERIOR COURT  
Bk 01024 Pg 0556-0559

Upon recording, please return to:

Cousins/Callaway, LLC  
Jeffrey Quinn  
102 Commerce Avenue  
Pine Mountain, GA 31822

Cross Reference to Community Charter:  
Deed Book 702  
Page 439

STATE OF GEORGIA  
  
COUNTY OF HARRIS

**FIRST AMENDMENT TO THE  
COMMUNITY CHARTER FOR CALLAWAY RESORT RESIDENTIAL  
PROPERTIES**

THIS FIRST AMENDMENT TO THE COMMUNITY CHARTER FOR CALLAWAY RESORT RESIDENTIAL PROPERTIES ("**Amendment**") is made by COUSINS/CALLAWAY, LLC, a Georgia limited liability company (the "**Founder**").

**WITNESSETH:**

WHEREAS, on December 3, 2003, Cousins Real Estate Corporation ("**Cousins**") filed that certain Community Charter for Callaway Resort Residential Properties in the Office of the Clerk of Superior Court of Harris County, Georgia under in Deed Book 702, Page 439, *et seq* (as amended and supplemented from time to time, the "**Charter**"); and

WHEREAS, pursuant to that certain Assignment and Transfer of Founders Rights and Status ("**Assignment**"), recorded in Deed Book 01024, Page 0513, *et seq.*, in the Office of the Clerk of the Superior Court of Harris County, Georgia, the rights and status of the "**Founder**" under the Charter have been assigned to and assumed by Cousins/Callaway, LLC; and

WHEREAS, pursuant to Section 21.2 of the Charter, the Charter may be amended unilaterally by the Founder prior to the termination of the Founder Control Period; and

WHEREAS, the Founder Control Period has not yet terminated; and

WHEREAS, the Founder desires to amend certain provisions of the Charter;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, the Founder hereby amends the Charter as follows:

1.

Section 10.3., Community Technology, is hereby amended by striking Section 10.3(a), Community Systems, in its entirety and substituting the following therefor:

**10.3. Community Technology**

(a) *Community Systems.* Without limiting the generality of Sections 10.1 and 10.2, and subject to the Founder's rights under Section 18.3, the Association is specifically authorized to provide, or to enter into contracts, including bulk rate service agreements, with other Persons to provide, central telecommunication receiving and distribution systems (e.g., video entertainment services, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Residential Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate and may require that a Unit's access to Community Systems services may be subject to (i) the payment of standard installation charges charged by the service provider upon the initiation of services; (ii) standard usage policies imposed by the service provider; and (iii) the installation of equipment required for the delivery and receipt of Community Systems services. The failure of a Unit to comply with requirements imposed under a Community Systems contract shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments or other service charges levied by the Association or the service provider in connection with required services. The Association shall have no obligation to utilize any particular provider(s).

The Association may include the costs of Community Systems services in the Association's budget as a Common Expense and assess it as part of the Base Assessment or, if services are provided only to occupied Units or only to Owners opting to receive the service, the Association may levy Specific Assessments against the benefited Owners and their Units for cost of the service. Alternatively, Community Systems service agreements may provide that the service provider may bill and collect fees and charges directly from Owners.

2.

Section 12.1, Association Expenses, is hereby amended by striking Section 12.1(c), Community Council Contributions, in its entirety and the substituting following therefor:

**12.1. Association Expenses**

(c) *Community Council Assessments.* The Association is obligated to pay annual assessments to the Community Council as provided in the Community Covenant. The amount of such assessments shall be determined by the Community Council in the manner provided in the Community Covenant. The Association shall include assessments owed to the Community Council as a line item in the Association's Common Expense budget or in each Service Area budget, collect such amounts from the Unit Owners as an assessment

in accordance with this Chapter 12, and pay such amounts to the Community Council in accordance with the Community Covenant.

3.

Section 12.1, Association Expenses, is hereby amended by striking Section 12.1(d), Callaway Gardens Resort Membership Fees, in its entirety and the substituting following therefor:

**12.1. Association Expenses**

(d) *Callaway Gardens Resort Membership Fees.* The Owner of each Unit shall receive, as an appurtenance of Unit ownership, a membership in a club created or to be created for Owners in connection with the Callaway Resort community, which membership shall require the payment of membership fees, as set forth in the Community Covenant. The Association shall include such membership fees as a line item in the Association's Common Expense budget or in Service Area budgets, collect such fees from the Unit Owners as an assessment in accordance with this Chapter 12, and pay such fees to Resort or any successor owner of such club, or their designees, in accordance with the Community Covenant. The terms and conditions of such membership shall be as set forth in the Community Covenant.

4.

Section 13.5, Easements for Maintenance, Emergency, and Enforcement, is hereby amended by deleting the first paragraph of such Section in its entirety and substituting the following therefor:

**13.5. Easements for Maintenance, Emergency, and Enforcement**

The Founder grants to the Association easements over the Residential Community as necessary to enable the Association to fulfill its maintenance responsibilities and exercise its enforcement rights under the Governing Documents, and to the Community Council to fulfill its maintenance responsibilities under the Community Covenant and to exercise its enforcement rights under this Charter and the Community Covenant.

[Signatures on next page]

THIS FIRST AMENDMENT TO THE COMMUNITY CHARTER FOR CALLAWAY RESIDENTIAL PROPERTIES is made by Cousins/Callaway, LLC, a Georgia limited liability company, as the Founder, and in witness thereof, it has executed this Amendment this 27<sup>th</sup> day of MARCH, 2008.

FOUNDER: COUSINS/CALLAWAY, LLC  
a Georgia limited liability company

By: [Signature]  
Name: Jeff Quinn  
Its: General Manager

Signed, sealed, and delivered this 27 day  
of March, 2008  
in the presence of:

[Signature]  
WITNESS

Conrad C. Cudefeld  
NOTARY PUBLIC  
Notary Public, Harris County, Georgia  
My Commission Expires May 18, 2008