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3200 Riverside Drive, Ste. B 200  
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File Name: Caroline Court Properties, Inc.  
File Number: RE1287-04042012

AMENDMENT TO DECLARATION OF  
COVENANTS, EASEMENTS, AND RESTRICTIONS  
FOR ESSEX SUBDIVISION  
RE: DEED BOOK 1111, PAGE 125, as amended in DEED BOOK 1246, PAGE 94  
CLERK'S OFFICE, MONROE SUPERIOR COURT

STATE OF GEORGIA,  
COUNTY OF MONROE

THIS AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR ESSEX SUBDIVISION (herein the "Amended Declaration") is made as of the 17<sup>th</sup> day of May, 2012, by Caroline Court Properties, Inc, as successor in interest to Certus Bank, N.A., as successor in interest to Atlantic Southern Bank, as successor in interest to Multi-Prop Services, Inc., of Bibb County, Georgia (hereinafter referred to as the "Developer").

Developer hereby amends those Declarations of Covenants, Easements, and Restrictions for Essex Subdivision dated October 3, 2005, and recorded in Deed Book 1111, Page 125, as amended in Deed Book 1246, Page 94, Clerk's Office, Monroe Superior Court as follows:

The paragraph known as Article Five, Section 6, is removed in its entirety.

Further, Article 2, Section 1(g) is amended by substituting Matthew S. Gilbert for Robert J. Cleveland, Sr.

Further, Article 2, Section 3(b) is removed and in its stead, the following paragraph is inserted:

*(b) The heated and cooled floor area of any Dwelling Unit shall not be less than 2,000 square feet for a single story dwelling and 2,400 square feet for a multi-story dwelling with at least 1,800 square feet on the ground level. The ACC shall be fully authorized to grant exceptions to the provisions of this paragraph.*

Other than the above-stated amendments, the original Declaration of Covenants, Easements, and Restrictions for Essex Subdivision shall remain the same.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

DEVELOPER:  
Caroline Court Properties, Inc. (SEAL)  
By: Matthew S. Gilbert  
Matthew S. Gilbert, President

Signed, Sealed and delivered in the presence of:

Wendy Pullman  
Witness  
Notary Public (SEAL)  
Debbie M. Harris

DEBBIE M. HARRIS

Notary Public, Exp. 01/30/12

Return: Robert Cleveland Sr.  
9185 Zebulon Rd  
Macon GA 31220

0946

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR  
ESSEX SUBDIVISION

1111/125

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR ESSEX SUBDIVISION (herein the "declaration" is made as of the  
3<sup>rd</sup> day of October, 2005 by Multi-Prop Services Inc. of Bibb  
County, Georgia (hereinafter referred to as the "Developer")

1. By Deed date April 20, 2005 and recorded in Deed Book 27 Page 203 Clerk's Office Monroe Superior Court, Developer acquired ownership of certain real property in Land Lot 241 of the 6<sup>th</sup> Land District of Monroe County, Georgia.
2. Developer intends to create within and upon such acquired real property an exclusive residential subdivision known as Essex Subdivision and the same is expected to be subdivided for residential use to include subdivision lots upon which freestanding residences will be built. In connection therewith, Developer will install street and utilities and create easements and setbacks.
3. Developer believes that the owner of those portions of such real property which are subject to this Declaration shall benefit from the covenants, easements, restrictions and agreements established herein for the purpose of governing the development, use, enjoyment, occupancy and ownership thereof.
4. To implement the aforesaid purpose and intentions Developer deems it necessary to establish this Declaration and to submit to its provisions the Property described on Exhibit "A" attached hereto.

DECLARATION

NOW THEREFORE, in consideration of the premises and of the benefits to be derived by the Developer and accruing to the Property and to the owners of the subdivision lots within the subdivision, the developer does hereby declare that the Property is hereby subject to this Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the Property shall be subject to the covenants, restrictions, easements and agreements provided for in this Declaration. This Declaration shall be binding upon all persons claiming under and through Developer, his grantees and successors in title to any portion of the Property.  
MONROE COUNTY GA

FEB 22 2006 PM 2:30

CLERK

BY: *Robert D. Peckley*  
dup

ARTICLE ONE

DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

(A) "ACC" shall mean the Architectural Control Committee, the members of which shall be selected by Developer.

(b) "Property" shall mean the tract of land more particularly described on Exhibit "A" attached hereto.

(c) "Developer" shall mean Multi-Prop Services Inc. together with any successor-in-interest

(d) "Dwelling Unit" shall mean and refer to any property within the Property on which construction of a structure designed for use as a single family dwelling has been completed.

(e) "Lot" shall mean and refer to any undeveloped plot of land subject to this Declaration and shown as a numbered parcel on any plat of survey recorded in the Office of the Clerk of Superior Court of Monroe County, Georgia, as the same may be revised, modified or amended from time to time. It is the intent of this Declaration that subdivided property within the Property shall, until such time as the construction of the improvements are completed thereon, be considered as a lot, but once improvements are constructed thereon and a certificate of occupancy therefor has been issued, it shall lose its character as a Lot and become a Dwelling Unit.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot or Dwelling Unit, including Developer, but excluding those persons having such interest merely as security for performance of an obligation.

(g) "Person" shall mean and refer to an individual corporation, partnership, association, trust or any other legal entity.

(h) "Subdivision" shall mean ESSEX Subdivision cumulative of all phases and sections thereof as shown on plats of subdivision of the Property placed of record from time to time.

ARTICLE TWO

ARCHITECTURAL CONTROL, RESTRICTIONS ON USE AND  
DEVELOPMENT

Section 1. Architectural Control Committee (ACC)

(a) The ACC, as a committee appointed by Developer, shall have responsibility for approval of the matters described in this Article.

(b) As to any portion of the Property or any Lot contained therein, no house, garage, carport, playhouse, horse barns, corrals, fence, wall, swimming pool, or other structure, improvements or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, created or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced until complete final plans, site plans, drawings and specifications therefore showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plan therefore and showing front, side and rear elevations and grade therefore, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement in whole or in part. The ACC shall be entitled to retain possession of such plans, drawings and specification if it so chooses.

(c) If the ACC fails to approve or disapprove such plans, drawings and specifications within (30) days after the receipt of written notice that such plans, drawings and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications. The ACC's approval or disapproval as required hereby shall be in writing.

(d) Refusal or approval of plans, drawings, specifications, materials or location may be based upon any grounds, including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agents, shall be deemed sufficient. All ACC decisions shall be final and binding.

(e) Notwithstanding anything contained herein to contain herein to the contrary, no action of the ACC is intended to be, nor shall any action be construed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither Developer nor any member of the ACC shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under this Article.

or to any Owner, or other person with an interest in the Lot or Dwelling Unit at issue or any other Lot or Dwelling Unit, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval of, disapproval or failure to approve or disapprove any such plans or specifications

(f) The ACC may at any time, and from time to time, delegate or assign, in whole or in part, the rights and authorities granted by this Section.

(g) The ACC is composed of Robert J. Cleveland, Sr. and such others persons as the Developer shall designate from time to time.

#### Section 2 Enforcement Rights and Remedies

Any construction made or performed on the Property without application having first been made and approved or that is inconsistent with any approved plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the Owner of the property on which such construction was made or performed. Upon failure or refusal of such Owner to perform the required restoration, the ACC or its authorized agents or employees, may, after fourteen (14) days notice to said Owner, enter upon the Lot or Dwelling Unit and perform such restoration as the ACC, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Developer for all direct and indirect costs as may be incurred by the ACC in the performance of such restoration and the liability for such cost shall be enforceable by the Developer by any appropriate proceeding in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Developer by any appropriate proceeding in law or in equity.

#### Section 3 Restrictions on Use

(a) The Lots and Dwelling Units to be developed upon the Property shall be used solely for single-family residential purposes. No structures shall be erected, altered, or permitted to remain on any Lot other than one single residential building for a single-family residence, in addition to such garages, servant's quarters, recreational facilities (if approved by the ACC in its sole discretion), and like structures erected for pleasure and convenience of the occupants of said single residence. No structure shall exceed three (3) stories in height above its front ground line. No building constructed elsewhere shall be in any manner occupied until it shall have been substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.

(b) The heated and cooled floor area of any Dwelling Unit shall not be less than 2,400 square feet for a single story dwelling and 3,400 square feet for a multi-story dwelling with at least 2,000 square feet on the ground level. The ACC shall be fully authorized to grant exceptions to the provisions of this paragraph.

(c) Concrete block used above ground, if exposed to view, must be stuccoed and faced. If brick is used in exterior construction, it must be 8-inch standard brick and no vinyl siding, exposed concrete block, thrift brick or aluminum siding shall be used in the exterior construction of any Dwelling Unit. The ACC shall have the authority in its discretion to approve other types of brick, including used oversize brick and new brick expressly manufactured to simulate old brick. All roofs to be architectural shingles 35 years or better, all metal roofs to be minimum .24 gauge standing seam, no screw down.

(d) No building or structure shall be erected nearer to a Street line than the building setback lines shown upon the recorded subdivision plat of the Property which has been submitted to the provisions hereof. All structures, including but not limited to the Dwelling Unit and including those constructed on corner lots, shall face in the direction of Essex Place and shall not face US 41 South Any and all restrictions in the subsection 3(d) are subject to revision by and with the written consent of the ACC, where by reason of the contour of any particular Lot the building cost would be materially affected by strict compliance with such building line requirements or where by reason of such contours the appearance of the development would be adversely affected, or for any reason satisfactory to the ACC.

(e) No fence or wall shall be erected on any Lot between the front of the Dwelling Unit and the street line except with the approval of the ACC with respect to the size, height and composition of the fence or wall.

(f) All driveways shall be surfaced with concrete or asphalt. Any other material used as a surface must first be approved by the ACC.

(g) No building on any Lot shall be erected nearer to the side line of such Lot than twenty (20) feet or nearer to the rear line of such Lot than forty (40) feet.

(h) So long as title to any Lot or Dwelling Unit and an adjacent portion or portions of an adjacent Lot or Dwelling Unit or adjacent Lots or Dwelling Units, are in the name of one owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned.

(i) No trade or commercial activity (noxious or offensive or otherwise) shall be conducted or permitted upon any Lot or Dwelling Unit, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance or discomfort to the neighborhood or to any owner of another Lot or Dwelling Unit or which is in violation of the rules and regulations of the Monroe County Planning and Zoning Commission or its successors. Without limiting the generality of the foregoing, the operation of kindergartens, boarding houses, tourist homes, nursing homes, fraternity houses, tea rooms, antique shops, florist shops, beauty shops, and the business of fortune tellers, clairvoyants or the like are expressly prohibited in the Subdivision and as to each and every Lot or Dwelling Unit therein.

(j) No sign of any kind or character shall be displayed to the public view on any Lot or Dwelling Unit except one professional sign of not more than five (5) square feet in area for advertising the property for sale or rent or signs with similar size limitations for temporary use by a builder to advertise the property during the construction and sales period. This Restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot or Dwelling Unit.

(k) No trailers, campers unit, tent, shack, garage, barn, or other outbuilding erected on any Lot or Dwelling Unit shall at any time be used as a residence, temporary or permanent. No disabled trailer, boat, motorcycle, recreational vehicle, motor vehicle or camper unit shall be permitted on any Lot or Dwelling Unit for more than seven (7) continuous days. No boat, trailer, camper unit, recreational vehicle or motor vehicle under repair shall be parked for more than two (2) hours on any street shown on any plat of the Subdivision.

(l) Adequate paved off-street parking and vehicle turn-around area shall be provided by the owner of any Lot or Dwelling Unit for the parking of automobiles or other vehicles by such owner and no owner shall park his automobile or other vehicle on the adjacent roads and streets as a matter of course. No garages or storage areas shall have door opening facing a street and such structures to be located on Lot 1 and 19 shall be on the side of the Dwelling away from US 41 South or in the back of the dwelling. And all shall be maintained in a neat, clean, and sightly fashion when its doors are not closed

(m) No antennas, satellite dishes or window air conditioners shall be permitted upon any Lot or Dwelling Unit.

(n) The pursuit of hobbies or other activities, specifically including, without limiting generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any portion of any Lot or Dwelling Unit.

(o) No Latrines or surface toilets shall be permitted upon any Lot or Dwelling Unit.

(p) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling Unit and no structures for their housing or accommodations shall be erected or maintained thereon, except that dogs, cats, or other household pets and horses may be kept provided they are not kept, bred or maintained for any commercial purpose. Any structure for the care, housing or confinement of any such domestic animal and horses shall be maintained so as to be as minimally visible as possible from the street and neighboring property.

(q) No Lot or Dwelling Unit shall be used or maintained as a dumping ground for rubbish.

(r) No garbage, or other waste, shall be kept on any Lot or Dwelling Unit except in sanitary containers. All incinerators or other equipment for the

storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure out of sight from the street or adjacent property except to make same available for collection or unless otherwise ordered by any governmental division, unit, body or authority having jurisdiction.

(s) Areas not left in natural state and all structures shall be landscaped and maintained in a neat, proper and sightly manner.

(t) No resubdivision shall be made of any Lot if the act of such resubdivision shall serve to increase the total number of Lots in the subdivision. This shall not be construed as precluding the conveyance of part of a Lot to the owner of an adjacent Lot provided that neither Lot shall be less than 43,500 square feet, and provided that neither Lot becomes substandard under the existing regulations of the Monroe County Planning and Zoning Commission or its successors, and provided, further, that neither Lot has less than 150 feet of frontage at the building line.

(u) On those Lots or Dwelling Units having a drainage ditch or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining Lot or Dwelling Unit. Such ditch or ditches may, however, be enclosed with culvert pipe of size, capacity and installation approved by the county engineer, provided that such enclosure does not change the volume of water normally flowing in said ditch or ditches or so concentrate such flow of water as to cause damage to any other property owner or owners within the Subdivision.

#### Section 4. Zoning Regulations

Zoning restrictions applicable to property subject to the Declaration this shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

### ARTICLE THREE

#### RESERVATIONS AND CREATION OF EASEMENTS

In addition to easements created or reserved by Developer elsewhere in this Declaration the following easement shall and do exist:

#### Section 1. Access

Developer reserves for himself and for his successors and successors-in-title an easement for access, ingress and egress to and from and over any of the Property as shown on any recorded plats of survey of the subdivision to install, service, replace, maintain, repair and improve any easements provided for herein or shown as on or established by such plats survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or Dwelling Unit across any other Lot or Dwelling Unit as may be necessary for



the control, maintenance and repair of any utility, water and sanitary sewer and storm water lines, structures or facilities affecting or crossing any Lot or Dwelling Unit.

Section 2. Utilities and Drainage

Developer reserves for himself and Monroe County, or such other municipality of political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve the Subdivision or the property, the right, title and privilege of a general easement, which shall be perpetual, alienable, and assignable, to go in and on the Property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises, in a proper and workmanlike manner, electric, water, gas, television cable, telephone, sanitary and storm sewer, drainage systems, and other conveniences and utilities (such services hereinafter refer to collectively as "utility systems"), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewer water mains, and other equipment, apparatus, appliances, and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The easement hereby reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easements hereby reserved shall also include the right to construct drain ways for surface water whenever such action may appear to Developer to be necessary. These reservations, however, shall not be considered an obligation of Developer to provide or maintain any such utilities or services. The exercise of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

ARTICLE FOUR

AMENDMENTS TO DECLARATION

Section i. General

This Declaration may be amended unilaterally at any time and from time to time by Developer (i) 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, (ii) 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, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings, and loan association or life insurance company, or by governmental lender or purchaser

of mortgage loans, such as the Federal National Mortgage Associations or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lots subject to this declaration; provided, however, that any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

Further, this Declaration may be amended at any time and from time to time by an agreement signed by the Owner of at least seventy-percent (75%) of the Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if developer is the owner of any real property then subject to this Declaration.

No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or Dwelling Unit unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this paragraph.

## ARTICLE FIVE

### GENERAL PROVISIONS

#### SECTION 1. Duration

The covenants and restrictions of this Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Developer or the Owner of any Lot or Dwelling Unit subject to this Declaration, their respective heirs, legal representative, successors, successors-in-title and assigns for a period of twenty (20) years from the date this declaration is recorded. After this twenty (20) year period, these covenants and restrictions shall be extended automatically for successive period of ten (10) years each unless prior to the expiration of any ten-year period thereafter a written agreement is recorded in the real estate records of Monroe County, Georgia, by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may described in such agreement, which agreement shall be executed by the Owners of seventy-five percent (75%) of the Lots within the subdivision.

#### Section 2. Notices

Any notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid regular mail, addressed to the owner for whom it is intended at his last

known place of residence, or to such other address as may be furnished to the Developer or his successors, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3 Enforcement

Enforcement of this Declaration shall be by any proceeding by law or in equity against any person violation or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any other appropriate proceeding at law or in equity against the land to enforce any lien created by this declaration, and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 Interpretation

In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in opinion of Developer, will best affect the general plan of development and maintenance for the subdivision. The covenants and restrictions shall be liberally and interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5 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.

Reminder of page left blank intentionally

IN WITNESS WHEREOF, the Developer has set his hand and seal as of  
the day and year first above written:

*R.T. Cleveland, Sr.* (L.S.)  
R.T. CLEVELAND SR. Multi-Prop Service, Inc  
DEVELOPER

Signed, sealed and delivered  
in the presence of:

*Nina Turnbow*  
Unofficial Witness

*Angela Banks*  
Notary Public, State of Georgia  
My commission expires: 8-1-07



01147  
00207

FILED & RECORDED  
CLERK SUPERIOR COURT  
MONROE COUNTY GA

3585

1147/207

+ 1152/25

JUL 31 2006 PM 12: 15

LYNN W. HAM  
CLERK

BY: *[Signature]*

Record and return:  
Blair K. Cleveland  
Martin Snow, LLP  
P. O. Box 1606  
Macon, GA 31202-1606  
MD304/14820

CORRECTIVE DECLARATION OF COVENANTS, EASEMENTS,  
AND RESTRICTIONS FOR ESSEX SUBDIVISION

RE: DEED BOOK 1111, PAGE 125, CLERK'S OFFICE, MONROE SUPERIOR COURT

This Corrective Declaration of Covenants, Easements, and Restrictions for Essex Subdivision is entered into this 26 day of July, 2006 by MULTI-PROP SERVICES, INC. of Bibb County, Georgia (hereinafter referred to as the "Developer").

Developer hereby amends those Covenants, Easements and Restrictions for Essex Subdivision filed February 22, 2006 and recorded in Deed Book 1111, Page 125, Clerk's Office, Monroe Superior Court by replacing paragraph 1 contained therein with the following:

1. By deed dated April 20, 2005, and recorded in Deed Book 1040, Page 260, Clerk's Office, Monroe Superior Court, Developer acquired ownership of certain real property in Land Lot 241 of the Sixth Land District of Monroe County, Georgia.

The purpose of the filing of this Corrective Declaration of Covenants, Easements, and Restrictions for Essex Subdivision is to correct an incorrect deed reference made in the original Declaration of Covenants, Easements, and Restrictions for Essex Subdivision filed February 22, 2006 and recorded in Deed Book 1111, Page 125, Clerk's Office, Monroe Superior Court. Specifically, paragraph 1 of the original Declaration of Covenants, Easements, and Restrictions for Essex Subdivision incorrectly refers to the vesting deed as being recorded in Deed Book 27, Page 2003, Clerk's Office, Monroe Superior Court.

The sole purpose of this Corrective Declaration of Covenants, Easements, and Restrictions for Essex Subdivision is to correct said error, and the remainder of the original Declaration of Covenants, Easements, and Restrictions for Essex Subdivision are correct as filed and need not be changed or corrected and are by this reference hereto incorporated herein as if restated herein verbatim.

(SIGNATURES ON FOLLOWING PAGE)

BOOK 1147 PAGE 207

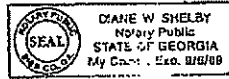
IN WITNESS WHEREOF, the Developer has hereunto set its hand and affixed its seal as of this 26<sup>th</sup> day of July, 2006.

DEVELOPER:

MULTI-PROP SERVICES, INC. (SEAL)

By: [Signature]  
R. J. Cleveland, Sr., President

Signed, sealed and delivered  
in the presence of:  
[Signature]  
Witness  
[Signature]  
Diane W. Shelby  
Notary Public  
My Commission Expires: 9/4/07



.. 5116

FILED & RECORDED  
CLERK SUPERIOR COURT

1246/94

Record and return to:  
Blair K. Cleveland  
Marlin Snow, LLP  
P. O. Box 1608  
Macon, GA 31202-1608  
M0304/16915

OCT -4 2007 PM 1:04

LYNN W. HAM  
CLERK  
BY *Diana [Signature]*

**AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND  
RESTRICTIONS FOR ESSEX SUBDIVISION**

**RE: DEED BOOK 1111, PAGE 125,  
CLERK'S OFFICE, MONROE SUPERIOR COURT**

THIS AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR ESSEX SUBDIVISION (herein the "Amended Declaration") is made as of the 2<sup>nd</sup> day of October, 2007, by Multi-Prop Services, Inc. of Bibb County, Georgia (hereinafter referred to as the "Developer").

Developer hereby amends those Declaration of Covenants, Easements, and Restrictions for Essex Subdivision dated October 3, 2005, and recorded in Deed Book 1111, Page 125, Clerk's Office, Monroe Superior Court by adding the following paragraph as Section 6 of Article Five which will read as follows:

**ARTICLE FIVE  
SECTION 6**

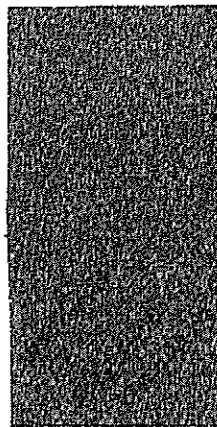
**Section 6. Assessment:** There shall be an Assessment of Four Hundred Twenty-Five and No/100 Dollars (\$425.00) annually for all Lots in Essex Subdivision. This Assessment shall be paid annually by all Lot Owners. This Assessment shall not apply to any Lots owned by Developer. The Assessment amount is subject to change pursuant to a vote by all Lot Owners in accordance with Article Four, Section 1, of the Declaration of Covenants, Easements, and Restrictions for Essex Subdivision.

Other than the above-stated amendment, the original Declaration of Covenants, Easements, and Restrictions for Essex Subdivision shall remain the same.

(SIGNATURES ON FOLLOWING PAGE)

BOOK 1246 PAGE 094

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IN WITNESS WHEREOF, the Developer has set its hand and seal as of the day and year first above written.

DEVELOPER:

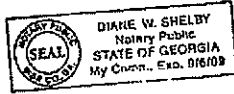
MULTI-PROP SERVICES, INC. (SEAL)

By: *R. J. Cleveland, Sr.*  
R. J. Cleveland, Sr.

Signed, sealed, and delivered  
in the presence of:

*[Signature]*  
Witness

*Diane W. Shelby*  
Notary Public  
My Commission Expires:



BOOK 1246 PAGE 095