

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
PLANTATION ASSOCIATION

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
I	DEFINITIONS	1
II	PROPERTY SUBJECT TO THIS DECLARATION	2
	1. Property Hereby Subject to this Declaration	2
	2. Other Property	2
III	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	2
	1. Membership	2
	2. Voting	3
	3. Meetings	3
	4. Casting of Votes	3
	5. Amplification	3
IV	ASSESSMENTS	4
	1. Purpose of Assessments	4
	2. Creation of the Lien and Personal Obligation for Assessments	4
	3. Regular Annual Assessments	5
	4. Special Assessments	5
	5. Uniform Rate of Assessment	5
	6. Annual Assessments: Due Dates	5
	7. Effect of Non-Payment of Assessments: Remedies of the Association	6
	8. Priority of Lien	7
	9. Exempt Property	7
	10. Maximum Amount of Assessments	8
V	ADMINISTRATION	8
	1. Responsibility for Administration	8
	2. Management Agreements	9
	3. Limitation of Liability; Indemnification	9
VI	PROPERTY RIGHTS, EASEMENTS & USE RESTRICTIONS	10
VII	INSURANCE AND CASUALTY LOSSES	10
	1. Insurance	10
	2. Insurance Trustee	11
	3. Damage and Destruction	11
	4. Disbursement of Proceeds	13
VIII	CONDEMNATION	14
	1. General	14
	2. Disbursement of Award	14

TABLE OF CONTENTS
CONTINUED

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
IX	ANNEXATION OF ADDITIONAL PROPERTY	14
	1. Annexation Without Approval of Class A Membership	14
	2. Annexation With Approval of Class A Membership	15
X	GENERAL PROVISIONS	15
	1. Enforcement	15
	2. Right of Third Parties	16
	3. Duration	17
	4. Amendment	17
	5. Partition	18
	6. Obligations to Mortgagees	18
	7. No Right of First Refusal	20
	8. Leases	20
	9. Interpretation	20
	10. Gender and Grammar	21
	11. Severability	21
	12. Captions	21

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
PLANTATION ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by RIVERPART, LTD., a Georgia Limited Partnership acting by and through its sole General Partner, RIVER NORTH DEVELOPMENT CORPORATION, a Georgia corporation (hereinafter sometimes called "Declarant");

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article II of this Declaration; and

WHEREAS, Declarant desires to subject said real property described in Section 1 of Article II hereof to the provisions of this Declaration and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 1 of Article II of this Declaration, including the improvements constructed or to be constructed thereon, is hereby 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 (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

DEFINITIONS

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth in Exhibit "A" attached hereto and by reference made a part hereof.

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, subjected to the covenants, conditions, restrictions, easements, assessments and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more supplementary declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration as hereinafter provided in Article IX hereof.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot in the Community shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically by conveyance of that Lot. Membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 2. Voting. The Association shall have two classes of membership.

(a) Class A: Initially, the Class A members of the Association shall be the Owners of Lots located in the Community, with the exception of Declarant. If the same Owner owns more than one Lot, such Owner shall be a Class A member and shall have membership privileges and pay assessments with respect to each Lot so owned. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges at such time as the Class B membership, as hereinafter defined, shall terminate and cease to exist. Before the termination of such Class B membership, Class A members shall be entitled to vote only on (i) any proposal to change the method of determining the amount of the annual assessment to be levied by the Association, (ii) any proposal to change the method of approving the annual assessment, (iii) the annual budget and the regular annual assessments therefor as provided in Section 3 of Article IV hereof; (iv) except as otherwise specifically provided in Section 3(b) of Article VII hereof, any proposal that a

special assessment be levied by Association, (v) any proposal to subject additional properties, other than by Declarant (or its mortgagee or assignee as herein provided), to the provisions of this Declaration and the jurisdiction of the Association, (vi) any proposal to dedicate or transfer all or any part of the real property of the Association to any public agency or authority (vii) any proposal of merger, consolidation or dissolution; (viii) except as otherwise specifically provided in Article V of the Articles of Incorporation, any proposal to amend the Articles of Incorporation of the Association; and (ix) any proposal to subject any real property owned by the Association to any mortgage. When entitled to vote, Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

(b) Class B: The sole Class B member of the Association shall be the Declarant. Class B membership shall be a full voting membership, and, during its existence, any act of the Association requiring the approval or affirmative vote of the membership shall not be valid unless approved by the Class B member. At the election of the Class B member, the Class B membership shall terminate and cease to exist at any time on or before the completion of development of construction (and sale, if developed or constructed for sale) of all Lots to be developed or constructed in the Community (i.e., said real property described in said Exhibit "B" attached hereto and all or any portion of said real property described in said Exhibit "C" attached hereto which may hereafter be subjected to the provisions of this Declaration as herein provided), but in no event later than December 31, 1998. From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall be and become a Class A member with respect to any Lot owned by it, and in which event it shall be entitled to one vote for each Lot so owned.

Section 3. Meetings. Except as may be herein otherwise provided, all matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any meetings shall be given to said members, and the quorum required for the transaction of business at any of such meetings shall be as specified in the Articles of Incorporation or By-Laws of the Association, as amended from time to time, and by law.

Section 4. Casting of Votes. Subject to the provisions of this Declaration and the Articles of Incorporation, the votes of the members shall be cast under rules and procedures as may be prescribed in the By-Laws of the Association, as amended from time to time, or by law.

Section 5. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association; provided, however, that no such amplification shall sub-

stantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies between this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE IV

ASSESSMENTS

Section 1. Purpose of Assessments. The assessments provided for herein shall be used for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots in the Community and in particular for the acquisition, improvement, maintenance and operation of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property, including but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Such lien shall be perfected by filing of record in the office of the Clerk of the Superior Court of the County in which the Lot is located a claim of lien within ninety (90) days after the assessment, or portion thereof, for which a lien is claimed became due. The claim of lien shall be substantially in the form attached hereto as Exhibit "D" and, by this reference, made a part hereof. Such a claim of lien shall also secure all assessments, or portions thereof, which come due thereafter until the claim of lien is cancelled of record. Also, each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the Owner of a Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage on the Lot or pursuant to any proceeding in lieu of the foreclosure of such mortgages shall be liable only for assessments coming due after the date such person so acquires title to the Lot, except for claims for a share of such assessments resulting from a reallocation of such assessments as to all Lots in the Community including the Lot subject to such first mortgage.

Section 3. Regular Annual Assessments. It shall be the duty of the Board of Directors of the Association at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. Such budget (and the assessments levied to satisfy the same) shall make provision for the buildup and maintenance of an adequate reserve fund for repair and replacement of those portions of the Common Property that must be repaired or replaced on a periodic basis. This provision is for the benefit of, and is intended to be relied upon by all mortgagees holding first mortgages on any Lot in the Community. The Board shall cause the budget, and the assessments to be levied against each Lot Owner for the following year, to be delivered to each Lot Owner at least thirty (30) days prior to the annual meeting. The budget and the assessments therefor shall become effective unless disapproved at the annual meeting by a vote of members of the Association representing at least a majority of the votes of the entire membership. In the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall be determined at a subsequent special meeting, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Except as otherwise provided in Section 3(b) of Article VII, any such special assessment shall have the assent of members of the Association representing at least a majority of the votes which the Class A members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose and by Declarant so long as Declarant shall own one or more Lots in the Community.

Section 5. Uniform Rate of Assessment. Except as otherwise provided in Section 9 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Assessment: Due Dates.

(a) The annual assessment payable to the Association, as provided for in this Article IV, shall commence as to each Lot on the date upon which the Lot is subjected to this Declaration (such date being hereinafter sometimes referred to as "the commencement date"). The first annual assessment payable to the Association shall be adjusted according to the number of days remaining in the assessment year as of the commencement date. Unless otherwise provided by the Board of Directors of the Association, such prorated assessment shall be paid in equal monthly installments commencing on the commencement date. The Association's Board of Directors shall fix the amount of the annual assessment payable

to the Association against each Lot and send written notice of same to every Owner subject thereto in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, and subject to the foregoing provisions of this Section, one-twelfth (1/12th) of the annual assessment for each Lot shall become due and payable to the Association on the first day of each month during the assessment year and shall be paid to the Association when due without further notice from the Association; provided, however, that each Owner shall have the right to prepay any one or more of such installments.

(b) The special assessments payable to the Association, as provided for in this Article IV, shall be due on the date(s) specified by the Association's Board of Directors.

(c) The Association shall, upon demand at any time, furnish to any Owner liable for any such assessment a certificate in writing signed by either the President or Treasurer of the Association, or by the manager of the Association, if any, setting forth whether the same has been paid. A reasonable charge, as determined by the Association, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(d) The Board of Directors of the Association shall have the right to waive all or any portion of any annual assessment, and, except as otherwise provided in Section 9 of this Article IV, such waiver shall be uniform as to all Lots.

Section 7. Effect of Non-Payment of Assessments: Remedies
of the Association. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge equal to ten (10%) percent of the amount thereof or \$5.00 whichever is greater shall also be due and payable to the Association. If any assessment or portion thereof is delinquent for a period of more than five (5) days, then, if not paid within ten (10) days after written notice is given to the Lot Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full. Any assessment or portion thereof not paid when due shall bear interest from the date of delinquency until paid at the maximum legal rate. The Board of Directors of the Association may suspend the voting rights of the Lot Owner and right to use the recreational facilities situated on the Common Property during the period in which any assessment or portion thereof remains unpaid and may bring an action at law against the Lot Owner or Owners personally obligated to pay the same or foreclose its lien against such Owner's Lot, in which event late charges, interest, costs and attorney's fees in an amount equal to the greater of \$250.00 or fifteen (15%) percent of the past due amount plus interest due thereon, may be added to the amount of such assessment or portion thereof which is past due. All payments on account shall be applied first to late charges, then interest, and then to the

assessment lien first due. All late charges and interest collected shall be credited to the common expense fund. Each Lot Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien against his Lot in the same manner as other liens for the improvement of real property. The lien provided for in this Article IV shall be in favor of the Association and shall be for the benefit of all Lot Owners. The Association shall have the power to bid in the Lot at any judicial or foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property and facilities located thereon or abandonment of his Lot.

Section 8. Priority of Lien. The lien of the assessments provided for in this Article IV shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, on the Lot, if any. The sale or transfer of any Lot which is subject to a first mortgage pursuant to the judicial sale or foreclosure thereof, or pursuant to any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to the payments thereof which became due prior to such sale or transfer, except for claims for a share of such assessments resulting from a reallocation of such assessments to all Lots in the Community including the Lot subject to such mortgage. No sale or transfer shall relieve the acquirer of title, and the successors-in-title and assigns thereof from liability for any assessments thereafter becoming due on the Lot or from the lien thereof. Provided, however, the Association may at any time, either before or after a first mortgage is placed on a Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments provided for herein with respect to such Lot coming due during the period while such Lot is or may be held for liquidation by the first mortgagee pursuant to such sale or transfer.

Section 9. Exempt Property. Notwithstanding the foregoing provisions of this Article IV, all Lots located on any real property made subject to this Declaration shall be exempt from the assessments created herein until conveyed by Declarant to another Lot Owner. With respect to the annual assessment for the assessment year in which a Lot is first conveyed by Declarant to a Lot Owner, the annual assessment payable by such Lot Owner shall be prorated and payable as aforesaid. Provided, however, that all Lots on any property made subject to this Declaration and not so conveyed by Declarant shall be and become subject to such assessments as of the beginning of the assessment year next following the assessment year in which the Class B membership of the Association shall terminate and cease to exist. Thereupon, such assessments shall be imposed at such rates and on such terms and conditions as may then be applicable to all Lots conveyed by the Declarant prior thereto. Provided, further,

notwithstanding the foregoing, any Lots rented by Declarant shall become subject to said assessments (on a prorated basis if during an assessment year) as of the date the Lot is so rented. Every grantee of any interest in any property located in the Community, by acceptance of a deed or other conveyance of such interest, agrees that any Lots owned by Declarant shall be exempt from said assessments as herein set forth.

Section 10. Maximum Amount of Assessments. Notwithstanding the foregoing provisions of this Article IV, until the assessment year next following the assessment year in which the Class B membership of the Association shall terminate and cease to exist, the regular annual assessments to be levied against each Lot pursuant to the provisions of Section 3 of this Article IV shall not exceed the amount of \$ 120.00 as the same may be increased in the manner hereinafter described. Beginning with the assessment year commencing on January 1, 1981, the maximum regular annual assessment herein provided may be increased by the Board of Directors of the Association in conformance with the rise of the numerical rating for the preceding month of October above such rating for October, 1980, as established by the Atlanta, Georgia Consumer Price Index for Urban Wage Earners and Clerical Workers, Series A-27 (published by the Department of Labor, Washington, D.C.), or by the successor thereto, or by another comparable price index should that described herein be discontinued or no longer be available to the Association. The method of computation to be employed when using said Consumer Price Index shall be as follows: The Consumer Price Index will establish a numerical rating for the month of October, 1980. This will be the base rating. In determining the adjustment percentage to be applied for any subsequent year, this base rating shall be divided into the numerical rating established by the Consumer Price Index for the month of October immediately preceding the assessment year for which such regular annual assessment is to be levied. The adjustment percentage shall be multiplied by \$ 120.00 to obtain the maximum regular annual assessment for the assessment year in question.

From and after the assessment year next following the assessment year in which the Class B membership shall terminate and cease to exist, there shall be no limitations on the amount of the regular annual assessments which shall be levied against each Lot pursuant to the provisions of Section 3 of this Article IV.

ARTICLE V

ADMINISTRATION

Section 1. Responsibility for Administration. The maintenance, repair, replacement and operation of the Common Property and facilities located thereon shall be the responsibility of the Association. Such

administration shall be governed by this Declaration and the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents together with those reasonably implied to effect their respective purposes, and shall be exercised in the manner provided therein. The Association shall accept such conveyance of Common Property as are made from time to time to the Association by the Declarant.

Section 2. Management Agreements. The Association's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property subject to the Association's jurisdiction. In furtherance of the foregoing, unless each holder of a first mortgage lien on Lots in the Community shall agree in writing that the same shall not be required, the Board of Directors of the Association shall employ a professional manager for the administration and operation of the Common Property. The written approval of each such first mortgage lien holder shall be required prior to the effectuation of any decision by the Association to terminate professional management and assume self-management of the Association. Provided, however, any management agreement shall be terminable by the Board of Directors for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. All costs and expenses incident to the employment of a manager, including the cost of acquiring any bond with respect thereto, shall be common expenses payable from the common expense fund. Any such management agreement may provide that, during his tenure, the person with whom the Association contracts for such administration and operation (herein sometimes referred to as the "manager") shall be authorized and responsible for exercising all powers and duties specifically and exclusively assigned or reserved to the officers, directors or members of the Association by this Declaration and the Association's Articles of Incorporation or By-Laws. Each Lot Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace the Common Property and facilities, the Association shall not be liable for injury or damage caused by any latent condition of such property and facilities nor for injury or damage caused by the elements, its members or other persons, nor shall any officer or director of the Association be liable to any of its members for injury or damage caused

by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided, however, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE VI

PROPERTY RIGHTS, EASEMENTS AND USE RESTRICTIONS

The real property which is now or hereafter made subject to this Declaration shall be and is hereby made subject to the property rights, easements and use restrictions set forth in Exhibit "E" attached hereto and by this reference made a part hereof.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors of the Association or its manager shall also obtain a public liability policy covering the Common Property and facilities thereon for the hazards of premises operation or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be at least \$1,000,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid

for by the Association. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Georgia.

(b) Exclusive authority to negotiate and accept settlement under policies hereafter in force on the Common Property shall be vested in the Association's Board of Directors.

(c) The Association's Board of Directors or its manager shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements constructed on the Common Property.

(d) The Association's Board of Directors or its manager shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, its manager, or its members and their respective families, tenants, agents and guests, with respect to property coverage, except for arson and fraud; (2) a waiver by the insurer of its right to repair or reconstruct instead of paying cash; (3) that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more members or on account of the conduct of any director, officer or employee of the Association or its manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, mortgagee or any member.

Section 2. Insurance Trustee. All casualty insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to an insurance trustee, which shall be the Association, or a bank or other financial institution having trust powers with offices in Georgia, as may from time to time be approved by the Board of Directors of the Association, which insurance trustee is herein sometimes referred to as the "Depositary". In the event that the Association shall act as insurance trustee, then the provisions of this Declaration which by their context contemplate the "Depositary" as a party separate from the Association shall not apply.

Section 3. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Property and facilities,

the Association's Board of Directors or its manager shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsections (b) and (d) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur.

(b) In the event such damage or destruction is not covered by insurance or the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, then, without a vote of the Class A members, the Association's Board of Directors may levy a special assessment in a total amount of not more than \$500.00 per lot to provide funds for such repair or reconstruction. In the event the aforementioned special assessment in the total amount of \$500.00 per lot and the insurance proceeds paid to the Depositary, if any, are not sufficient to defray the cost of such repair or reconstruction, then, subject to approval by the Association membership, as provided in Section 4 of Article IV hereof, the Association's Board of Directors may levy a special assessment of not more than the amount so approved by the membership to provide funds for such repair or reconstruction. Unless the estimated cost to repair or reconstruct is \$5,000.00 or less, the proceeds from insurance and special assessments, if any, shall be deposited with the Depositary and disbursed as hereinafter provided.

(c) In the event that the insurance proceeds and assessments, if any, paid to the Depositary are in excess of the Depositary's expenses and cost of repair or reconstruction, such excess shall be disbursed to the Association as hereinafter provided.

(d) Any such damage or destruction to the Common Property and facilities shall be repaired or reconstructed unless a special assessment requiring Class A membership approval shall be required and the Class A members of the Association shall fail to approve the same within sixty (60) days after the casualty, in which event the damaged or destroyed area or areas shall not be repaired or reconstructed, but rather shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Association within thirty (30) days after the casualty, then said sixty-day period shall be extended correspondingly until such information shall be made available to the Association. In all cases, the Depositary may rely upon a certificate signed by the President and Secretary of the Association, to determine whether damage or destruction is to be repaired or reconstructed.

Section 4. Disbursement of Proceeds.

(a) If the damage or destruction is not to be repaired, then, after paying or making provision for the expenses of the Depositary, the net proceeds of any insurance paid to the Depositary shall be disbursed to the Association to pay for the cost of cleaning up the Common Property and for such other purposes as the Board of Directors of the Association shall determine.

(b) If the damage or destruction for which the insurance proceeds are paid to the Depositary is to be repaired or reconstructed, then, after paying or making provision for the expenses of the Depositary, the remaining proceeds shall be disbursed to defray the cost of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs shall be disbursed to the Association for such purposes as the Board of Directors of the Association shall determine.

(i) Minor Damage. If the amount of the estimated cost of reconstruction and repair is \$5,000.00 or less, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon written request to the Depositary by the holder of any mortgage affecting that portion of the Common Property being repaired or reconstructed, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage. Under the latter circumstances, any special assessments collected by the Association for repair or reconstruction shall also be deposited with the Depositary and disbursed in the same manner.

(ii) Major Damage. If the amount of the estimated cost of reconstruction and repair is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of a registered architect or licensed professional engineer selected and employed by the Board of Directors of the Association to supervise the work, or upon approval of a builder selected and employed by the Board of Directors of the Association to supervise or perform the work provided such builder is approved by the holder of any mortgage affecting that portion of the Common Property being repaired or reconstructed.

(iii) Certificate. Notwithstanding the provisions herein, the Depositary shall not be required to determine whether or not sums paid by Lot Owners upon assessment shall be deposited by the Association with the Depositary, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of any third party, nor whether a disbursement is to be made from the construction fund, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Depositary may rely upon a certificate of the Association made by its President and Secretary or manager, if any, as to any or all of such matters and

stating the name of the payee and the amount to be paid; provided that when the holder of any mortgage encumbering that portion of the Common Property which is being repaired or reconstructed shall specifically request the Depositary to do so in writing, the approval of a registered architect, licensed professional engineer or approved builder shall be first obtained by the Association.

ARTICLE VIII

CONDEMNATION

Section 1. General. Whenever any part of the Common Property shall be taken by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association and unless otherwise provided by law at the time of such taking, any award made therefor shall be deposited by the Association with the Depositary and disbursed as hereinafter provided.

Section 2. Disbursement of Award. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class B member (if such membership shall then exist) and at least a majority of the Class A members of the Association, as well as the holders of all first mortgages encumbering the Lots of such Class A members and the holders of any mortgages encumbering all or any part of the Common Property so taken, shall otherwise agree, the Association shall restore or replace such improvements, so taken on the remaining land included in the Common Property to the extent funds are available therefor in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then, subject to the consent of the holders of any mortgages encumbering all or any portion of the Common Property so taken, such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. With respect to the disbursement of funds under this Section, the provisions of Article VII hereof shall apply so far as the same may appertain, and the Depositary shall be entitled to rely upon the certificate of the Association as provided in Section 4 of said Article VII hereof.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Class A Membership.

(a) As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time at any time until the Class B membership in the Association shall terminate and cease to exist or until December 31, 1998, whichever first occurs, to subject all or any portion of the real property described in Exhibit "C" attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the County in which the Community is located a supplementary declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such supplementary declaration unless otherwise provided therein.

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

Section 2. Annexation With Approval of Class A Membership. Subject to the consent of the owner thereof, upon the affirmative vote of a majority of the Class A members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the County in which the Community is located a supplementary declaration in respect to the property being annexed. Any such supplementary declaration shall be signed by the President and Secretary of the Association and any such annexation shall be effective upon the filing for record of such supplementary declaration unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class A members of the Association called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the By-Laws and rules and regulations of the Association, as any of the same may be amended from time to time, and with the covenants and restrictions set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the

same, Declarant, the Association or any aggrieved Lot Owner, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. Should the Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Lot Owner. Inasmuch as the enforcement of the provisions of this Declaration and the By-Laws and such rules and regulations is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Lot Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Lot Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, in any case of flagrant or repeated violation by a Lot Owner, then, in addition to the foregoing remedies, the Board of Directors of the Association may levy summary charges against the Lot Owner for such violation, provided that no summary charges may be levied for more than \$5.00 for any one violation; but each day or time a violation is continued or repeated after written notice is given to the Lot Owner to cease and desist, shall be considered a separate violation. Collection of summary charges may be enforced against a Lot Owner as if such charges were a common expense owed by the Lot Owner involved. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Lot Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence therein or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, or the By-Laws, or such rules and regulations, however long continued, or for imposing provisions which may be unenforceable.

Section 2. Rights of Third Parties. This Declaration shall be recorded in the public real estate records of the Clerk of the Superior Court of the County in which the Community is located and shall inure to the benefit of Declarant, the Association, the Lot Owners and the holders

of mortgages affecting any property within the Community, their respective heirs, legal representatives, successors-in-title, successors and assigns; and by such recording no owner of property not located within the Community shall have any right, title or interest whatsoever in the Community or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Class B member and mortgagees as herein provided, the Lot Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any such owner.

Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law and such provisions may be renewed or extended in whole or in part beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved (i) by at least a majority of the votes which the Class A members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose, and (ii) by the Class B member of the Association, so long as such membership shall exist. The time within which and the manner in which notice of any such meeting shall be given to said members, and the quorum required for the transaction of business at any such meeting shall be as specified in the By-Laws of the Association. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of Clerk of the Superior Court of the County in which the Community is located, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Class A members of the Association and by the Class B member, if the Class B membership shall then exist. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (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 by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or pur-

chase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owner's Lot or materially alter or change any Lot Owner's right to the use and enjoyment of the Common Property as set forth herein unless any such Lot Owner shall consent thereto in writing. Further, this Declaration may be amended by the Association at any time and from time to time during said first period, and at any time and from time to time during the period of any extension and renewal thereof. Any such amendment shall require the approval (i) of at least a majority of the votes which the Class A members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose, and (ii) by the Class B member of the Association, so long as such membership shall exist. The time within which and the manner in which notice of any such meeting shall be given to said members, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association. 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 affecting any Lot unless such holder shall consent thereto in writing. Further, no amendment by the Association shall be effective unless there is filed for record in the Office of the Superior Court of the County in which the Community is located, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such amendment and which shall contain a certification by such Secretary that such amendment was duly approved by the Class A members of the Association and by the Class B member, if the Class B membership shall then exist. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Partition. The Common Property shall remain undivided and no Lot Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all owners of all portions of the property located within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property, including but not necessarily limited to the Lots, located within the Community.

Section 6. Obligations to Mortgagees. The following provisions are established for the benefit of the holders of mortgages encumbering any Lots now or hereafter located within the Community. In the event of any conflict between other provisions in this Declaration, or in the Articles of Incorporation or By-Laws of the Association or other Association document and the following provisions, the latter shall control:

(a) Each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot and the Association shall be obligated to notify the holder of any first mortgage encumbering such Owner's Lot of any default by such Owner in the performance of any of such Owner's obligations (including failure to pay assessments as and when due) under this Declaration, or the Articles of Incorporation or By-Laws of the Association or other Association document, which is not cured within thirty (30) days from the date of any such default. Such Owner hereby consents to such notification to any such mortgage holder by the Association.

(b) Written notice by the Association shall be sent to the holders of all first mortgages encumbering any of the Lots located within the Community setting forth the purpose of the meeting not less than thirty (30) days in advance of any meeting being called for the purpose of amending, extending or renewing any of the provisions of this Declaration or the Articles of Incorporation or By-Laws of the Association. No such amendment, extension or renewal 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 located within the Community unless such mortgage holder shall consent thereto in writing. Further, no such amendment, extension or renewal shall change the membership or voting rights of the Lot Owners in the Association or the ratio for levying and collecting assessments as herein provided without the written consent of the holder of any first mortgage encumbering any Lot affected thereby.

(c) Notwithstanding the provisions of Section 2 of Article IX hereof the Association shall not annex additional lands to this Declaration and to the jurisdiction of the Association without the written consent of all holders of first mortgages encumbering any of the Lots located within the Community; provided, however, this provision shall not be construed to limit the right of the Declarant to annex all or any part of the real property described in Exhibit "C" attached hereto as herein otherwise provided. Also, except as to the Association's right to grant easements for utilities and similar or related purposes, no portion of the Common Property shall be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first mortgages encumbering any of the Lots in the Community.

(d) The Lot Owners shall not by an act or omission seek to abandon the status of the Community as established pursuant to the provisions of this Declaration, except as may be provided by statute in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, without the written consent of the holders of all mortgages encumbering any Lot located within the Community.

(e) The holder of any first mortgage on any Lot in the Community shall, upon request, be entitled to: (i) inspect the books

and records of the Association during normal business hours; (ii) receive annual reports and other financial data, including an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(f) If any Lot or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage of a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Community will entitle the owner of a Lot or other party to priority over such holder with respect to the distribution to such Lot of the proceeds of any award or settlement.

(g) With respect to substantial damage to or destruction of any Lot or any part of the Common Property and facilities, the holder of any first mortgage of a Lot will be entitled to timely written notice of such damage or destruction and no provision of any document establishing the Community will entitle the owner of a Lot or other party to priority over such holder with respect to any distribution to such Lot of any insurance proceeds.

Section 7. No Right of First Refusal. The right of a Lot Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 8. Leases. With the exception of a lender in possession of a Lot following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Lot Owner shall be permitted to lease less than the entire Lot. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any Lot Owner to lease his Lot.

Section 9. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Class B member or Directors of the Association, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 10. 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 11. 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 applicability 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 12. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under seal this 19th day of January, 1981.

Signed, sealed and delivered in the presence of:

RIVERPART, LTD., a Georgia Limited Partnership acting by and through its sole General Partner, RIVER NORTH DEVELOPMENT CORPORATION, a Georgia corporation

RIVER NORTH DEVELOPMENT CORPORATION

[Signature]
Unofficial Witness
[Signature]
Notary Public

BY: [Signature]
ITS: _____
ATTEST: [Signature]
ITS: [Signature]

My Commission Expires: 6/02/84

[CORPORATE SEAL]

EXHIBIT "A"

TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PLANTATION ASSOCIATION

DEFINITIONS

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

A. "Architectural Control Committee" shall mean, as follows: So long as Declarant shall own one or more Lots in the Community, the Architectural Control Committee shall mean Declarant, or one or more persons appointed by Declarant to perform the functions of the Architectural Control Committee. After Declarant shall cease to own any Lots in the Community, the Architectural Control Committee shall mean the Board of Directors of the Association, or three or more persons appointed by the Board of Directors of the Association to perform the functions of the Architectural Control Committee. Persons appointed to the Architectural Control Committee need not be Lot Owners and persons appointed by Declarant or the Board of Directors of the Association shall serve at the pleasure of the Declarant or the Board of Directors of the Association, as the case may be.

B. "Association" shall mean and refer to PLANTATION ASSOCIATION, INC., a nonprofit Georgia Corporation, its successors and assigns.

C. "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned or operated by the Association for the common use and enjoyment of all of the Owners in the Community.

D. "Community" shall mean and refer to that certain real property described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant (or its mortgagee or transferee as provided in the Declaration) by supplementary declaration of all or any portion of the real property described in Exhibit "C" attached hereto, and (ii) such additions thereto as may be made by the Association by supplementary declaration of other real property.

E. "Declarant" shall mean and refer to (i) RIVERPART, LTD., a Georgia Limited Partnership, acting by and through its sole General Partner River North Development Corporation, a Georgia Corporation; or (ii) any

successor-in-title to the said RIVERPART, LTD. to all or some portion of the property then subject to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance; or (iii) should all of the property then owned by Declarant and subjected to this Declaration be or become subject to a mortgage given by "Declarant", then all the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon becoming the owner of all the property then subject thereto through whatever means, or to the purchaser of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and, further, all the rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such property, provided in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance. At any one time, only one person may be "Declarant" under this Declaration. In the event that more than one of the persons specified in (ii) and (iii) above become entitled to succeed to the interests of "Declarant" as therein provided, then, as between such persons, any person entitled to be "Declarant" by virtue of (iii) above, shall be "Declarant" instead of any person entitled to be Declarant by virtue of (ii) above.

F. "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on a plat of survey recorded in the office of the Clerk of the Superior Court of Jones County, Georgia, which is subject to this Declaration.

G. "Majority" means more than fifty (50%) percent.

H. "Mortgage" means any mortgage, deed to secure debt, security deed 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.

I. "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.

J. "Person" means any natural person, as well as a corporation, joint ventures, partnership (general or limited), association, trust or other legal entity.

EXHIBIT "B"

TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

PLANTATION ASSOCIATION

ALL THOSE LOTS OR PARCELS OF LAND lying and being in Land Lots 186, 187, 190, and 191 of the 8th Land District of Jones County, Georgia, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 of "RIVER PLANTATION" Subdivision as per plat of survey prepared by Tribble & Richardson, Inc., dated July 20, 1979, last revised October 20, 1980, and recorded in Plat Book 6, page 218, Jones County, Georgia Records, which recorded plat of survey is incorporated herein and by reference made a part hereof for a more complete description of the above-described property.

EXHIBIT "B"

the east bank of the Ocmulgee, South 48°-45' East, 565.06 feet to a traverse point. Thence, along a tie line on the east bank of the Ocmulgee River, South 49°-12' East, 3611.53 feet to an iron pipe. Thence, along a tie line on the east bank of the Ocmulgee River, South 45°-01' East, 736.58 feet to an iron pipe. Thence, along a tie line on the east bank of the Ocmulgee River, South 41°-10' East, 706.61 feet to an iron marker on the east bank of the Ocmulgee River. The centerline of the Ocmulgee River being the property line and also the county line dividing Jones and Bibb Counties. Thence, from iron marker on the east bank of the Ocmulgee River North 47°-10' East, 2608.03 feet to an iron marker. Thence, South 44°-27' East, 4638.02 feet to an iron marker. Thence, North 47°-29' East, 632.15 feet to an iron pipe. Thence, South 43°-24' East, 757.59 feet to an iron pipe. Thence, North 46°-54' East, 2968.42 feet to an iron marker. Thence, North 43°-30' West, 2968.06 feet to an iron marker. Thence, North 45°-38' West, 451.05 feet to an iron marker. Thence, North 43°-21' West, 2637.03 feet to an iron marker. Thence, North 43°-02' West, 368.26 feet to an iron marker. Thence, North 75°-25' West, 297.49 feet to an iron marker. Thence, North 53°-00' West, 80.03 feet to an iron marker in the centerline of a dirt road. Thence, near or along centerline of dirt road, North 52°-27' West, 359.46 feet. Thence, near or along centerline of dirt road, North 44°-10' West, 230.56 feet. Thence, near or along centerline of dirt road, North 29°-43' West, 272.74 feet. Thence, near or along centerline of dirt road, North 46°-09' West, 122.68 feet. Thence, near or along centerline of dirt road, North 65°-31' West, 128.78 feet. Thence, near or along centerline of dirt road, North 78°-40' West, 299.44 feet. Thence, near or along centerline of dirt road, South 82°-49' West, 199.33 feet. Thence, near or along centerline of dirt road, North 58°-47' West, 109.05 feet. Thence, near or along centerline of dirt road, North 40°-39' West, 92.11 feet. Thence, near or along centerline of dirt road, North 35°-23' West, 328.42 feet. Thence, near or along centerline of dirt road, North 51°-53' West, 97.90 feet. Thence, near or along centerline of dirt road, South 81°-27' West, 123.48 feet to an iron pipe. Thence, North 46°-29' East, 2073.74 feet to an iron marker. Thence, North 46°-34' East, 4464.38 feet to an iron marker. Thence, North 46°-31' East, 92.00 feet to a concrete monument marking the Point of Beginning. Tract 1 containing 1912.93 acres excluding islands and water area in the Ocmulgee River and being in land lots: 122, 123, 142, 143, 146, 165, 168, 170, 171, 184, 185, 186, 187, 190, 191 and 192 of the 8th land district, Jones County, Georgia. Reference being made to a plat prepared by Tribble & Richardson, Inc., entitled "Survey for Riverpart Limited, a Georgia Limited Partnership" and shown as being Parcel 1 on Sheet 1 of 3 and Parcel 3 on sheet 2 of 3.

TRACT 2

Beginning at an iron marker common to land lots: 118, 119, 122 and 123 in the 8th land district of Jones County, Georgia. Said iron marker being the Point of Reference and the Point of Beginning. Thence, South 42°-56' East, 2903.13 feet to an iron marker. Thence, South 46°-47' West, 2324.90 feet to an iron marker. Thence, North 80°-41' West, 461.78 feet to an iron marker on the eastern most right-of-way of Upper River Road. Thence, along eastern most right-of-way of Upper River Road, North 23°-10' East, 87.14 feet (chord) to an iron marker. Thence, along eastern most right-of-way line of Upper River Road, North 22°-19' East, 143.83 feet to an iron marker. Thence, along eastern most right-of-way of Upper River Road, North 15°-49' East, 567.69 feet (chord) to an iron marker. Thence, along eastern most right-of-way line of Upper River Road, North 9°-19' East, 1510.08 feet to an iron marker. Thence, along eastern most right-of-way of Upper River Road, North 24°-29' West, 754.42 feet (chord) to an iron marker. Thence, along eastern most right-of-way line of Upper River Road, North 58°-18' West, 497.97 feet to an iron marker. Thence, along eastern most right-of-way of Upper River Road, North 39°-57' West, 565.55 feet (chord) to an iron marker. Thence, along eastern most right-of-way line of Upper River Road, North 21°-38' West, 799.10 feet to an iron marker. Thence, along eastern most right-of-way of Upper River Road, North 23°-49' West, 256.94 feet (chord) to an iron marker. Thence, North 46°-34' East, 224.50 feet to an iron marker. Thence, South 42°-17' East, 1515.10 feet to an iron marker marking the Point of Beginning. Tract 2 containing 99.96 acres and being in land lots 122 and 123 of the 8th land district, Jones County, Georgia. Reference being made to a plat prepared by Tribble & Richardson, Inc. entitled "Boundary Survey for Riverpart Limited, a Georgia Limited Partnership" and shown as being Parcel 2 on Sheet 1 of 3.

TRACT 3

Beginning at an iron pin at the north west of Southern Railroad (150' R/W) and River North Boulevard (100' R/W) intersection. Said iron pin being the Point of Reference and the Point of Beginning. Thence, along Southern Railroad right-of-way, North 51°-35'-14" West, 216.20 feet (chord) to an iron pin. Thence, continuing along Southern Railroad right-of-way, North 53°-40'-14" West, 321.66 feet to an iron marker. Thence, North 0°-44'-21" East, 203.32 feet to an iron pin on the west bank of the Ocmulgee River. Thence, along a tie line on the west bank of the Ocmulgee River, South 68°-42'-05" East, 167.18 feet to a traverse point. Thence, along a tie line on the west bank of the Ocmulgee River, South 60°-00'-22" East, 296.90 feet to a traverse point. Thence, along a tie line on the west bank of the Ocmulgee River, South 33°-02'-22" East,

208.00 feet to a traverse point. Thence, along a tie line on the west bank of the Ocmulgee River, South 54°-00'-22" East, 241.40 feet to a traverse point. Thence, along a tie line on the west bank of the Ocmulgee River, South 44°-21'-22" East, 207.80 feet to a traverse point. Said traverse point being approximately 100 feet from the centerline of a tributary branch. The centerline of the Ocmulgee River being the property line and also the county line dividing Jones and Bibb Counties. Thence, along a tie line, South 36°-32'-38" West, 171.20 feet to a traverse point. Said traverse point being approximately 15 feet from the centerline of tributary branch. Thence, along a tie line, South 19°-58'-38" West, 49.20 feet to an iron pin on the Southern Railroad right-of-way. Said iron pin being approximately 70 feet from centerline of tributary branch. The centerline of the tributary branch being the property line. Thence along the Southern Railroad right-of-way, North 43°-01'-14" West, 236.40 feet to an iron pin. Thence, along the Southern Railroad right-of-way, North 44°-32'-14" West, 124.00 feet (chord) to an iron pin intersecting the eastern most right-of-way line of River North Boulevard. Thence, (chord) crossing River North Boulevard, North 47°-16'-14" West, 100.70/ ~~0000~~ feet to an iron pin marking the Point of Beginning. Tract 3 containing approximately 9.8 acres including water surface area in the Ocmulgee River and being in land lots 343 and 344 of the 13th land district, Bibb County, Georgia. Reference being made to a plat prepared by Tribble & Richardson, Inc., dated December 8, 1978, entitled "Survey for Riverpart Limited, a Georgia Limited Partnership" and shown as being Parcel A on sheet 3 of 3.

TRACT 4

Beginning at an iron pin at the north west of Arkwright Road (80' R/W) and River North Boulevard (100' R/W) intersection. Said iron pin being the Point of Reference and the Point of Beginning. Thence, North 36°-03'-38" East, 114.20 feet to an iron pin at the south west of Southern Railroad (150' R/W) and River North Boulevard intersection. Thence, crossing River North Boulevard, South 46°-48'-11" East, 100.78 feet (chord) to an iron pin at the south east of Southern Railroad and River North Boulevard intersection. Thence, South 36°-03'-38" West, 102.00 feet to an iron pin at the north east of Arkwright Road and River North Boulevard intersection. Thence, crossing River North Boulevard, North 53°-45'-22" West, 100.00 feet to an iron pin marking the Point of Beginning. Tract 4 containing 0.25 acres and being in land lots 343 and 344 of the 13th land district, Bibb County, Georgia. Reference being made to a plat prepared by Tribble & Richardson, Inc., dated December 8, 1978, entitled "Survey for Riverpart Limited, a Georgia Limited Partnership" and shown as being Parcel B on sheet 3 of 3.

LESS AND EXCEPT from the above-described property:

ALL THOSE LOTS OR PARCELS OF LAND lying and being in Land Lots 122 and 123 of the 8th Land District of Jones County, Georgia and being Lots 1 through 22 inclusive of RIVER SUMMIT SUBDIVISION as per plat of survey prepared by Tribble & Richardson, Inc., dated January 2, 1979, last revised September 5, 1979, and recorded in Plat Book 6, page 134, Jones County, Georgia Records, which recorded plat of survey is incorporated herein and by reference made a part hereof for a more complete description of the above-described property; TOGETHER WITH those certain cul-de-sacs designated as "Coppergate Lane" and Saddle Ridge Cir." as shown on said recorded plat of survey.

ALSO LESS AND EXCEPT:

All those lots or parcels of land described in Exhibit "B" of this Declaration.

SO LESS AND EXCEPT:

THOSE LOTS OR PARCELS OF LAND lying and being in Land Lot 168 of the 1st Land District of Jones County, Georgia and being Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of RIVER HILLS SUBDIVISION as per plat of survey prepared by Tribble & Richardson, Inc., dated June 8, 1979, last revised May 20, 1980, and recorded in Plat Book 6, page 192, Jones County, Georgia Records, which recorded plat of survey is incorporated herein and by reference made a part hereof for a more complete description of the above-described property.

SO LESS AND EXCEPT:

THOSE LOTS OR PARCELS OF LAND lying and being in Land Lot 168 of the 1st Land District of Jones County, Georgia and being Lots 5, 6, 7, 8, 9, and 11 of Section III, Unit I, Block "Y" of RIVER NORTH SUBDIVISION as per plat of survey prepared by Tribble & Richardson, Inc., dated June 16, 1979, last revised May 20, 1980, and recorded in Plat Book 6, page 193, Jones County, Georgia Records, which recorded plat of survey is incorporated herein and by reference made a part hereof for a more complete description of the above-described property.

EXHIBIT "D"

TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PLANTATION ASSOCIATION

NOTICE OF LIEN

STATE OF GEORGIA:

COUNTY OF JONES.

PURSUANT TO the provisions of Article IV of that certain Declaration of Covenants, Conditions, Restrictions and Easements for PLANTATION ASSOCIATION, recorded in Deed Book _____, page _____, Jones County, Georgia Records, Plantation Association, Inc. claims a lien against the following described property of _____, to-wit:

THIS claim of Lien is for unpaid and delinquent assessments in the amount of \$ _____, which, under and pursuant to the provisions of said Declaration, are past due as of the date hereof, together with interest thereon, late charges and costs of collection, including attorney's fees, as provided in said Declaration. In accordance with the provisions of said Declaration, this claim of Lien is filed within ninety (90) days after said assessments became due. Also, this claim of Lien is to secure any and all assessments, together with interest thereon, late charges and costs of collection, including attorney's fees, which may hereafter come due to PLANTATION ASSOCIATION, INC. in respect to the above described property until this claim of Lien is cancelled of record.

THIS _____ day of _____, 19_____.

BY: _____

EXHIBIT "D"