

DECLARATION OF RESERVATIONS, CONDITIONS AND RESTRICTIVE COVENANTS  
RIVER NORTH  
SECTION I, UNIT I

KNOW ALL MEN BY THESE PRESENTS:

Robert J. Adams, Jr., hereinafter referred to as Developer, is the owner of the following described real estate, situate, lying and being in Jones County, Georgia, to wit

Those lots or parcels of land lying and being in Land Lots 122 and 143 of the Eighth Land District of Jones County, Georgia, and being designated on a plat of survey made by James Flanders, Registered Surveyor, dated June 23, 1972, entitled "River North, Section I, Unit I", as Lots 1 through 19, inclusive, Block B; Lot 1, Block C; Lot 1, Block D and Lots 21 through 33, inclusive, Block D; Lots 1 through 8, inclusive, Block F; Lots 1 through 5, inclusive, Block G; and Lots 1, 2, 3, 26, 27 and 28, Block H. A copy of the above plat is recorded in Plat Book 3, Folio 240, Clerk's Office, Jones Superior Court and by reference thereto made a part hereof.

Developer has established a general plan for the development of the above described premises and does hereby declare and establish the reservations, conditions and covenants upon which and subject to which the lots described above shall be held, sold, used, occupied and improved, whether by the developer or by a subsequent holder of title. These reservations, conditions and covenants are for the benefit of each and every owner of the described premises or any interest therein, and shall inure to and pass with each and every parcel of such premises, and shall bind the respective successors in interest of the present owner, and shall be construed as covenants running with the land as to each and every parcel of the described premises, but to no other land owned by the developer.

The reservations, conditions and covenants are as follows:

I. Residential character of the development.

A. In general. Every numbered lot unless it is otherwise designated by the developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots, except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house.

B. Residential use of accessory outbuildings, etc., prohibited. No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding, or any temporary structure which may be constructed upon such lot under these restrictions ever be used

as a residence or dwelling house or place for human occupancy or habitation.

**C. Occupancy or residential use of partially completed dwelling houses prohibited.** No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Environmental Advisory Committee" hereinafter described, and the decision of that committee shall be binding on all parties concerned therewith.

**2. Restrictions.** Restrictions concerning size and placement of dwelling houses and other structures and the maintenance thereof.

**A. Minimum living space areas.** No dwelling shall be constructed on any lot with a ground floor area of less than 1800 square feet for a one-story residence, or less than 1200 square feet for a two-story residence, nor shall any dwelling of multiple stories or floor levels be permitted having a total area of less than 1800 square feet. Said area shall be exclusive of screened or unscreened porches, patios or terraces, garages or carports. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which is wholly or substantially below ground level.

**B. Setback requirements.**

(1) In general. A dwelling house and allowable accessory outbuilding shall be constructed or placed on any numbered lot according to the following setback requirements:

(i) Front yards. The front building setback line shall be a minimum of 40 feet from the adjoining road right-of-way.

(ii) Side yards. The side yard setback line shall be not less than 10 feet from the sideline of the lot, except where said lot is a corner lot, and in such case the minimum side yard setback line shall be 30 feet from the property line on the side street and 10 feet from the interior sideline..

(iii) Rear yards. The minimum rear setback line shall be 50 feet or 30% of the depth of the lot, whichever is greater.

(iv) Definitions:

"Sideline" is a lot boundary line that extends from the road on which the lot abuts to the rear line of said lot.

"Rearline" is the lot boundary that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(v) Cul de Sacs. If the particular lot abuts on a Cul de Sac the front building setback line shall be on an arc.

**C. Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, at the opinion of the Environmental Advisory Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the committee shall determine the size, location, height and composition of the fence or other enclosure.

**D. Exterior construction materials.** The finished exterior of every building constructed or placed on any numbered lot in the development shall be subject to the approval of the Environmental Advisory Committee, using standards set forth in Paragraph 5 hereof.

**E. Diligence in construction.** Every building whose construction or placement on any numbered lot in the development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**F. Prohibition of used structures.** All structures constructed or placed on any numbered lot in the development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

**G. Maintenance of lots and improvements.** The owner of each lot in the development shall at all times maintain said lot and other improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (1) Mow said lot at such time as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon;
- (2) Remove all debris or rubbish from said lot;
- (3) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot;
- (4) Cut down and remove dead trees from said lot;
- (5) Where applicable, prevent debris or foreign material from entering any lake;
- (6) When such debris or foreign matter has entered any lake from said lot, shall remove the same immediately;

(7) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

H. Association's right to perform certain maintenance. In the event that the owner of any lot in the development shall fail to maintain said lot and any improvement situated thereof in accordance with the provisions of these restrictions, and any by-laws of the River North Association (as is hereinafter described) from time to time may be in effect, and which may be relevant to these restrictions, said association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon (if any), conform to the requirements of these restrictions. The cost to the association for such shall be added to and become a part of the annual charge to which said lot is subject and may be collected. Neither the association nor any of its agents, employees or contractors shall be liable for any damage which may result in any maintenance work performed hereunder.

3. Provisions respecting disposal of sanitary waste, etc.

A. No outside toilets, no septic tanks nor cesspools shall be permitted, and no sanitary waste or other waste shall be permitted to enter any lake. By acceptance of a deed, purchaser agrees that any violation of this section constitutes a nuisance which may be abated by the developer or the River North Association in any manner provided in law or in equity. Further, the cost or expense of abatement (including court cost and attorney's fees where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the developer nor the association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this section.

B. Developer will construct a central sewerage system which must be used by all lots for disposal of sanitary waste.

4. General prohibitions.

A. In general. No noxious or offensive activities and no business activities shall be carried on on any lot in the development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the development.

B. Signs. No sign of any character shall be displayed or placed upon any part of the property except signs indicating the property is for sale or rent, referring only to the lot on which it is displayed, which sign shall not exceed 18 inches by 24 inches in size. No more than one such sign shall be displayed or placed upon a lot at one time. A decorated name sign may be displayed on a lot after written approval of the Environmental Advisory Committee as to

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design, size, material and placement on the lot is secured. Nothing contained herein shall be construed to prohibit the developer from erecting, placing or maintaining sign structures and offices as may be deemed necessary by him for the development of the subdivision.

C. Animals. No animals shall be kept or maintained on any lot in the development, except the usual household pets; and, in such case, such household pets shall be kept confined or attached to a leash so as not to become a nuisance.

D. Vehicle Parking. No vehicle shall be parked overnight on any street in the development. No truck shall be parked or stored for overnight, or longer, on any lot in the development, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the development, the users of any street in the development or to any persons upon any lake.

E. Boats and trailers. No boats or trailers shall be parked on any street in the development and when such boats and trailers are parked for storage on any lot they must not be visible from any street. If the developer provides a storage facility for boats and trailers, then no boats or trailers shall be kept or stored on individual lots within the development but shall be kept within the storage facility.

F. Mailboxes, paperboxes or other receptacles. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any lot unless or until the size, location, design and type of material have been approved by the developer.

G. Disposal of garbage, trash and other like household refuse. No owner of any lot in the development shall burn or permit the burning out of doors of garbage, trash or like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot.

H. Concealment of fuel storage tanks and trash receptacles. Every tank for the storage of fuel that is installed outside any building in the development shall be either buried below the surface of the ground, or screened to the satisfaction of the Environmental Advisory Committee, by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage, shall be installed underground and kept as not to be visible from any street or lake within the development at any time, except at the times when refuse collections are being made.

I. Restriction on construction of model homes, etc. No owner of any lot in the development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have first been obtained from the developer. At the election of the developer, this right may be assigned by him to the River

North Association, and in the event of such assignment, prior permission as aforesaid must be obtained from the said River North Association.

J. Restrictions on temporary structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.

K. Removal of trees. No tree over 3 inches in diameter may be removed from any lot in the development without first having obtained the written consent thereto of the Environmental Advisory Committee.

L. Limited access. There shall be no access to any lot except from designated roads within the said development.

M. Docks, piers etc.. No dock, pier, wharf or other structure of any kind shall be erected, placed or allowed on, in or over any portion of any lake, stream, canal, artificial or natural, adjacent to any lot or area and no property owner shall have any property right in any such lake, stream or canal unless the conveyance from the developer specifically so provides.

N. Boating restrictions. No power or motor boats are allowed on any lake, stream or canal. Use of boats are limited to canoes, rowboats or small sailboats of the "sunfish" class.

O. Ditches and swales shall not be obstructed. It shall be the duty of every owner of every lot in the development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this subsection. And, all lot owners where required, shall install dry culverts between the road rights-of-ways and their lots in conformity with specifications and recommendations of the Environmental Advisory Committee as hereinafter described. No driveway pavement or blacktop shall extend beyond the lot line into the common road right-of-way, without the approval of the Environmental Advisory Committee.

P. Installation of utility services. No utility services may be installed under finished streets except in one of the following methods:

(1) By jacking, drilling or boring; or,

(2) If an open trench method is used, such trench must be covered with a 6-inch thick slab of 2500 PSI concrete bridging the backfilled trench approximately 12 inches below the finished grade and bearing at least 12 inches on each side of the trench. The trench above the concrete slab shall be finished to match the existing street.

Q. Swimming pools. Any swimming pool on any lot in the development must be located to the rear of the dwelling on the lot. No swimming pool shall be located closer to the sidelines than 10 feet

nor shall any swimming pool be located within the easements reserved in Section 6 of these covenants. This provision shall not apply to swimming pools which might be a part of recreational areas to be provided by the developer in the event any such areas are provided.

R. Hobbies, etc.. The pursuit of hobbies or inherently dangerous activities is expressly prohibited on any part of any lot or the common areas of the subdivision without the written consent of the developer or the Association. Without limiting the generality of this prohibition, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions is expressly prohibited.

S. Towers, antenna, etc.. No outside radio transmission tower or receiving antenna shall be erected on any residential lot within the development and no outdoor television antenna shall be erected or installed if the developer shall provide cable television reception to a lot. If cable television service is not provided by the developer or is not provided through a cable service company, then the customary outdoor receiving antenna may be installed with the prior approval of the developer or the Environmental Advisory Committee; provided, however, that such outdoor antenna shall be taken down and removed by the owner of the lot when and if a cable television receiving service is provided by the developer.

T. Clothes lines. No stationary outdoor clothes lines of any type will be permitted within the development. Movable clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in used.

5. The Environmental Advisory Committee.

A. Powers of committee.

(1) Generally. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot without the prior written approval of the Environmental Advisory Committee. Such approval shall be obtained after written application has been made to said committee by the owner of the lot requesting such authorization from the committee. Such written application shall be in the manner and form prescribed from time to time by the committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall consist of foundation plan, floor plans of all floors, exterior elevations, roof plan and wall sections. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvements proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which said committee may require. There shall also be submitted, where applicable, any permits or reports required under these restrictions or required by any governmental authority. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect. No

grading of the lot shall be permitted without the approval of the committee.

(2) Power of disapproval. The committee may refuse to grant permission to construct, place or make the requested improvement, when:

(i) The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions.

(ii) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;

(iii) The proposed improvement, or any part thereof, would, in the opinion of the committee, be contrary to the interest, welfare or rights of all or any part of the owners of other lots in the development.

(3) Power to grant variances. The committee may allow reasonable variances or adjustments of these restrictions where literal application thereof would result in unnecessary hardship; provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the development.

(4) Power to charge fees. The committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, charge a fee not to exceed \$50.00 for receiving the application of any person under this Section 5 for approval of the plans and specifications. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants.

B. Duties of committee. The committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. Construction may not be started before the lot owner receives the letter of approval, one copy of which is to be signed by the owner and builder and returned to the Environmental Advisory Committee. In the event the committee does not act on the application within the thirty (30) days limitation, it shall be conclusively presumed that the application has been approved by the committee and the applicant shall have the right to proceed with the improvements contemplated. If the finished building does not comply with the above mentioned drawings, developer retains the right to make the necessary changes at the owner's expense.

C. Redecorating. All proposed exterior redecorating or exterior alterations must be approved by the Environmental Advisory Committee until June 1, 1978.



D. Composition of committee. The committee shall be composed of three (3) members who shall be appointed by the developer, and who shall be subject to removal by the developer at any time. Any vacancies existing from time to time shall be filled by appointment of the developer:

The developer may, at his sole option, at any time hereafter, relinquish to the River North Association the powers reserved hereunder.

E. Liability of committee. Neither the committee nor any agent thereof, nor the developer, nor the River North Association shall be responsible in any way for the defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

F. Duty of inspection. To the extent that the inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the committee to inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations.

6. Easements. The developer reserves unto himself, his successors, assigns and licensees, certain easements along, across, over, under and upon the real estate that constitutes the development. The easements so reserved by the developer are described as follows:

A. Developer, for himself, his successors, heirs and assigns and licensees, reserves a ten-foot wide easement on each lot along all road rights-of-way, and a five-foot easement along the side and rear line of each and every lot in the development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and branch, and the right to locate guy wires, braces, and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto himself, his successors, heirs, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five-foot easement along or upon the contiguous or common lot line.

B. Developer further reserves for himself, his successors, heirs, assigns and licensees, for lake and shore line maintenance and control and for pedestrian use along that portion of each lot contiguous to the shore line of any lake an easement 15 feet wide. Any such lot shall also be subject to a flowage easement to an elevation on the lot equal to the high water elevation of said lake

C. Developer further reserves for himself, his successors, heirs, assigns and licensees, the right to cause or permit drainage of surface water over and through said lots, and further, he reserves an easement on, over and under all road rights-of-ways for the

purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.

D. Developer, for himself, his successors, heirs and licensees, reserves an easement on lots adjoining the River North Golf and Country Club Golf Course property 25 feet in width and bounded on one side by the entire lot boundary line or lines which define the River North Golf and Country Club Golf Course property, which easement is hereby retained and reserved on each of said lots for the purpose of maintaining a natural buffer area between golf and residential use. All owners and occupants of said lots shall extend to all golfers lawfully using River North Golf and Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which have taken refuge on said lots, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general. No fence, wall, hedge or shrub planting which would obstruct access to property covered by said easement from the golf course shall be placed or permitted to remain on said lots. No tree, three (3) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any shrub or dogwood tree of any size may be removed from this easement without the specific prior approval of developer. Violation of this covenant shall be subject to the penalty of a stipulated liquidation damage sum of \$20.00 per inch of diameter measured as hereinbefore specified for each tree, \$20.00 for each shrub and \$50.00 for each dogwood tree removed without the specified authorization, except that the maximum liquidated damages shall not exceed \$2,000.00 for any lot. The recovery of such damages shall be available to developer or his successors, heirs, assigns or licensees. Developer reserves the right to make selected plantings of trees or other vegetation within the 25-foot easement in order to establish and maintain a buffered relationship between golf and residential uses as herein intended. Developer hereby covenants to provide the owner of any lot with a description of the work to be done at least fourteen (14) days in advance of actual work so that the mutual interest and desires of the owner and developer may be properly coordinated.

E. No owner of any lot shall have any claim or cause of action against developer, his successors, heirs, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, except in cases of willful or wanton negligence.

7. Rules governing building on several contiguous lots having one owner. Whenever two or more contiguous lots in the development shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single family dwelling house, he shall apply in writing to the Environmental Advisory Committee for permission to so use said lots. If written permission for such use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these restrictions except that the owner will be subject to charges for each lot as indicated in Paragraph 9C of these restrictions so long as the lots remain improved with one single dwelling house.

8. Ownership, use and enjoyment of streets, parks and recreation facilities, no dedication of streets, etc.. Each street depicted on the recorded plat of the development is and shall remain private, and neither the developer's execution or recording of the plat nor the doing of any other act by the developer is, or is intended to be, or shall be construed, as a dedication to the public of any of the streets, lakes, parks, recreation facilities or other amenities. A license upon such terms and conditions as developer, his successors, heirs, assigns or

Licensees shall from time to time grant, for the use and enjoyment of each of said streets, parks, lakes, recreational facilities or other amenities, is granted to the persons who are from time to time members of the River North Association hereinafter described. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain in the developer, subject to the conditional license described above.

Developer covenants for himself, his successors, heirs and licensees, within seven (7) years after their completion, to convey fee simple title, free of financial encumbrances, to such streets, lakes, parks, recreational facilities and other amenities, to the River North Association. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as he, the developer, may at the time of such conveyance, deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the River North Association and those persons who shall from time to time be members thereof, upon the recording of a deed or deeds conveying such streets, to the River North Association.

9. The River North Association.

A. In general.

(1) There has been or will be created, under the laws of the State of Georgia, a nonprofit corporation to be known as the "River North Association" which is hereinafter referred to as the "River North Association," or the "Association". Every person who acquires title (legal or equitable) to any residential lot in the development shall be a member of the association, except that only one of any number of co-owners of a lot shall be a member, all other co-owners will be associate members. The foregoing provision requiring that owners of a residential lot within the development be members of the association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, for example, mortgagees and land contract vendors. However, if such person should realize upon his security and become the real owner of a residential lot within the development, he will then be subject to all the requirements and limitations imposed in these restrictions on owners of residential lots within the development and on members of the association, including those provisions with respect to the payment of an annual charge.

(2) In addition to the foregoing, the Board of Directors of the association may establish associate memberships in the association, for persons who may from time to time be tenants or regular occupants of dwellings within the development and who are not otherwise entitled to the benefits of membership by virtue of being owners or co-owners of residential lots within the development. Such associate memberships shall cease automatically upon the termination of such tenancy or occupancy. Associate members shall have none of the rights of members to vote at meetings of the association.

**B. Purposes of the River North Association. The general purposes of the association are:**

(1) To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain a recreationally oriented environment in the River North Subdivision;

(2) To provide a means whereby the streets, and such other facilities within the development as may be conveyed to the association or established by it, may be operated, maintained, repaired or replaced; and,

(3) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, of other amenities, and such other recreational facilities within the development as may be conveyed to the association.

**C. Power of association to levy and collect charges and impose liens.**

(1) The River North Association shall have all of the powers set forth in its Articles of Incorporation, together with all of the powers that belong to it by the by-laws, as well as the power to levy a uniform annual charge against the members of the association. Such charge shall be at least \$100.00 per year. However, if the Board of Directors of the association, acting in accordance with the by-laws of said association, shall, after consideration of the financial requirements of the association, so determine, the annual charge may be greater than \$100.00 per member per year. Each adult person having a legal or equitable ownership in a lot or lots shall be a member or associate member, as defined above, of the association. However, each household represented in such ownership regardless of the number of persons included therein shall be required to pay only one annual charge for each lot owned. No charge shall ever be levied against the developer, the association itself, or any corporation that may be created to acquire title to and operate utilities serving the development. A "household" as the term is used herein shall mean a family group who regularly and customarily reside together in the same house or home as a primary residence. The rights of members of the association as such members shall be set forth in the by-laws of the association.

(2) Every such charge so made shall be paid by the member to the River North Association on or before the first day of March of each year, for the current year. The Board of Directors of the association shall fix the amount of the annual charge per member by the first day of February of each year and written notice of the charge so fixed shall be sent to each member.

(3) Any charge levied or assessed against any lot subject to these restrictions shall be the personal liability of the owner as well as shall become a lien upon the lot or lots

owned by the persons owing such charge or charges as of January 1 of that year, even though the exact amount thereof may not be determined until February 1 of the same year, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of nonpayment, or as is hereinafter provided. Such charges as are provided for in these restrictions shall bear interest at the rate of seven per cent (7%) per annum on or after the second date of March of each year until paid in full. If, in the opinion of the Board of Directors of the association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the association, institute such procedures either in law or in equity, by way of money action, foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expense or cost, including attorney's fees, incurred by the association in collecting the same. Every person who shall become the owner of any lot subject to these restrictions, whether such ownership shall be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest agrees that any such liens or charges which may be in existence upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the association all charges that the association shall make pursuant to these restrictions.

(4) The River North Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the association certifying that the assessments on a specified lot have been paid or that certain easements against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the assessments. The charges or assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the association, and in particular, for the improvement and maintenance of the properties owned or operated by the association.

E. Suspension of privileges of membership. Notwithstanding any other provision contained herein, the Board of Directors of the association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the association of any member or associate member:

- (1) For any period during which any association charge (including fines, if any, assessed under Paragraph 10

of these restrictions below) owed by the member or associate member, remains unpaid for a period of thirty (30) days from the due date; and,

(2) During the period of any continuing violation of the restrictive covenants for the development after the existence of the violation shall have been declared by the Board of Directors of the association; and,

(3) Because of any violation of the by-laws of regulations of the association.

**10. Speed limits.** No motor vehicle shall be driven on any street within the development at a speed in excess of the posted limits. Appropriate postings of these speed limits shall be made by the developer or the association, to which such power shall pass upon conveyance to it of the streets within the development. The association shall have the power to assess fines for the violation of such speed limits in accordance with the schedule of fines, promulgated by the association. Every such fine shall be paid promptly upon its being assessed, and if it is not paid, the association may add the amount of the fine to the annual charge made by the association pursuant to the sub-paragraph 9C of the restrictions, and the amount of such fine shall be collectable by the same means as are prescribed in said sub-paragraph for the collection of the delinquent annual charges of the association or through the sanctions prescribed in sub-paragraph 9E of the restrictions.

**11. Provisions with respect to lakes and lots contiguous thereto.**

**A. In general.** Certain lots in the development are contiguous to a lake which has been or is to be established within the boundaries of the development. The water in and the land under said lake is and will be owned by the developer. Said lake is, or will be, depicted on the recorded plats of the development. The title that will be acquired by the Grantee of said contiguous lots, and by the successors and assigns of such Grantee, will and shall extend only to the sewer line of said lake as it is provided on the plats of the development. No Grantee nor any of such Grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake, and with respect to said lake, the land thereunder, the water therein or its elevation, use or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further, that title shall not pass by reflection or submergence of changing water elevations. The developer, his successors, heirs, assigns and licensees, shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shore line of the lake to which the lot is contiguous may be moved toward, or to, but not inland beyond the location of said shore line as it would exist as of the day hereto indicated in said development plats.

**B. Reservation of easement in developer for operation of lake.** The developer has reserved for himself, his successors, heirs and assigns, an easement upon, across and through each of said lots contiguous to said lake as is provided in Paragraph 6D in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that the

developer nor any successor, heir or assign of the developer, shall be liable for damages caused by ice, erosion washing, flooding or other action of the water or for any damage caused through the exercise of said easement or that set forth in Paragraph 11C.

C. Reservation of right in developer to change water elevation in lake. Developer reserves to himself, his heirs, successors and assigns the right to raise and lower the elevation of said lakes for maintenance purposes or flood prevention, but neither the developer, nor any successor, heir or assign of the developer shall have any easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on said development plats.

12. Rights of first refusal. Whenever the owner of any residential lot in the development shall receive a bona fide offer to purchase said lot, which is acceptable to such owner, the said owner shall then offer to sell said lot at the price and on the terms contained in such bona fide offer, first to the owner of the lot on the right of the prospective seller's lot, and next to the owner of the lot on the left of the prospective seller's lot, and finally to the developer, his heirs, successors or assigns. Such offerings shall be made successively and in writing. Each of said offerees shall have ten (10) days after receipt of such offer within which to accept or refuse such offer. If all of said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free to sell said lot to the party who shall have made said bona fide offer at the price and on the terms as aforesaid. The "lot on the right" for the purposes of this paragraph, shall be the next lot on one's right hand as one faces the rear of one's own lot. This reservation of the right of first refusal does not apply to any residential lot after a dwelling has been erected thereon.

13. Water and sewerage services. Water and sanitary sewerage services shall be furnished to each owner of residential lots in the development through a privately owned utility company which it does, or will be, formed for the purpose of operating a water supply system and a sewerage disposal system. At the time of making improvements on a residential lot, the lot owner shall tap on to the water and sewerage systems and shall pay the charges for such tap on as are in force at that time. There shall be charged a monthly service charge for the use of the sewerage facilities as established from time to time by the utility company and a monthly charge for the water used at a rate established from time to time by the utility company. The amount of all charges shall be subject to change by the utility companies and shall apply uniformly to all residential lot owners within the subdivision. No private wells shall be drilled, dug or otherwise placed or developed on the residential lots in the subdivision; provided, that this prohibition shall not prevent the developer or the utility company, its successors or assigns, from drilling wells for the purpose of supplying water to the subdivision. The water and sewerage systems may be conveyed to another corporation or to a governmental body within the discretion of the utility companies.

14. Remedies.

A. The association, or any party to whose benefit these restrictions inure, including the developer, his successors, heirs, and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictions; provided, however, that neither the developer nor the association shall be liable for damages of any kind to any person for failing either to abide, enforce or carry out any of these restrictions.

B. No delay or failure on the part of an agreed party to invoke available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party, or an estoppel of that party to assert, any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these restrictions.

15. Effect of Grantee's acceptance of deed, etc.

A. The Grantee of any lot subject to these restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purposes thereof, whether from the developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction, reservation, condition and covenant herein contained. Further, by acceptance of such deed or execution of such contract, such persons do acknowledge the rights, and powers of the developer and of the association with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, do covenant and agree and consent to and with the developer, the association and the Grantees and subsequent owners of each of the lots affected by these restrictions, to keep, observe, comply with and perform such restrictions and agreements.

B. Each such person also agrees, by such execution of a deed or execution of a contract for the purchase of land within the development, to assume, as against developer, his successors, heirs and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to any lake or recreational area within the development and to the Ocmulgee River.

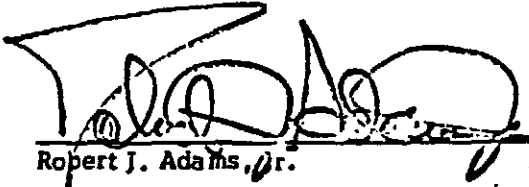
16. Titles, etc. The underlined titles preceding the various paragraphs and sub-paragraphs of these restrictions and covenants are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

17. Duration. The foregoing reservations, covenants, restrictions and conditions to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants, restrictions, reservations and conditions shall be automatically extended for successive periods of ten (10) years, unless changed on whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the development.

18. Severability. Everyone of the reservations, restrictions, covenants and conditions is herein declared to be independent of and severable from the remaining reservations, restrictions, covenants and conditions and of and from every other one of the same and of and from every combination of the same. Therefore, if any of the reservations, covenants, restrictions and conditions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability of "running" quality of any other one of the same.

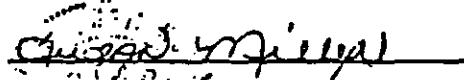
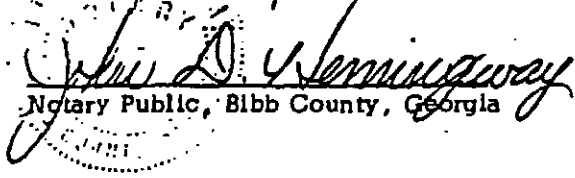


IN WITNESS WHEREOF, the undersigned, being the owner and declarant  
herein, has hereunto set his hand and seal this 9th day of January , 1973.

  
Robert J. Adams, Jr. (SEAL)

Signed, sealed and delivered

In the presence of:

  
  
Notary Public, Bibb County, Georgia

Filed 11 day of Jan, 1973, 1:10 P.M.

Recorded 11 day of Jan, 1973.

  
Deputy Clerk