

DECLARATION OF
PROTECTIVE COVENANTS
FOR
RIVER SUMMIT
JONES COUNTY, GEORGIA

THIS DECLARATION OF PROTECTIVE COVENANTS is made this
10th day of July, 1980, by RIVERPART, LTD., a Georgia
limited partnership having River North Development Corp., a Georgia
corporation, as its sole general partner (hereinafter referred to as
the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of all that tract
or parcel of land lying and being in Land Lots 122 and 123 of the
8th Land District, Jones County, Georgia, and being more particularly
described on Exhibit "A", hereto attached and made a part hereof (the
"Property"); and

WHEREAS, the Declarant has subdivided the Property into
20 lots for single family residential purposes; and

WHEREAS, the Declarant now desires to declare and publish
protective covenants regulating and limiting the use of the Property
for the mutual benefit and advantage of the Declarant and all persons
who shall hereafter own any portion of the Property;

NOW, THEREFORE, the Declarant, for itself, its successors
and assigns, does hereby subject the Property to this Declaration of
Protective Covenants, the Property to be hereafter held, transferred,
sold, conveyed, used, leased, occupied and mortgaged or otherwise
encumbered subject to all of the terms, provisions, charges, liens,
covenants, restrictions and easements set forth herein, which terms,
provisions, charges, liens, covenants, restrictions and easements
shall be a permanent charge thereon, and shall be covenants running
with the land.

ARTICLE I
DEFINITIONS

(a) "Architectural Control Committee" shall mean and refer to that committee appointed in the manner described in Article XVII hereof, and having the responsibilities hereinafter described.

(b) "Lot" shall mean and refer to each individual plot of land shown on the Plat and intended for development and sale as an individual parcel.

(c) "Lot Owner" shall mean and refer to the owner of record of any Lot, other than the Declarant.

(d) "Plat" shall mean and collectively refer to that Plat of River Summit, recorded in Plat Book 6, Page 134, Jones County, Georgia Records.

ARTICLE II
RESIDENTIAL USE

All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant and Declarant's agents, affiliates and employees from using any Lot owned or leased by Declarant for the purpose of carrying on business related to the development and sale of any portion of the Property; provided further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings and is approved by the Architectural Control Committee.

ARTICLE III
SUBDIVISION OF LOTS

No Lot shall be partitioned or subdivided, or its boundary lines changed, except with the prior written approval of the Architectural Control Committee. Declarant, however, hereby expressly reserves the right to resubdivide and replat any two (2) or more Lots in order to create a modified residential Lot or Lots, and to take such other steps as reasonably may be necessary to make such resubdivided Lot or Lots suitable as a building site or sites. All of the

covenants and restrictions set forth herein shall apply to each such Lot, if any, so created. Any such subdivision, boundary line change or replatted Lot shall not be in violation of applicable governmental subdivision and zoning regulations. Provided, however, no Lot shall be partitioned or resubdivided without the prior written approval of the holder of any mortgage encumbering such Lot.

ARTICLE IV
ARCHITECTURAL CONTROL

To preserve the architectural appearance of the Property, after the purchase of any Lot from Declarant, no building, fence, wall, road, driveway, parking area, tennis court, swimming pool, or other structure or improvement of any kind shall be commenced, constructed, erected, placed, maintained, altered, changed, added to, modified or reconstructed on any Lot, nor shall any exterior addition to, or alteration, change or modification to any existing structure or improvement, or the color thereof, including without limitation, patio covers and antennas, be constructed, erected, placed or maintained on any Lot, until the plans and specifications therefor showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. "Improvement" shall mean and include any improvement, change, alteration or modification of the appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Before taking any action requiring approval under this Article IV, and before making any application to any lender for a loan to finance such construction, a Lot Owner shall submit to the Architectural Control Committee, a construction schedule and two complete sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the proposed improvements, as well as, where applicable, a site plan, landscape layout, floor plans, exterior elevations and exterior materials, colors and finishes. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval of the Architectural Control Committee. No alteration, change or modification in the exterior appearance of any building, structure

or other improvement shall be made without like approval by the Architectural Control Committee. All such plans and specifications shall be submitted in writing over signature of the Lot Owner of the Lot or such Lot Owner's authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; conformity and harmony of external design with proposed or existing neighboring structures or improvements; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation of topography, grade and finished ground elevation of the Lot to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of aesthetic beauty; and conformity of the plans and specifications of the purposes and general plan and intent of this Declaration. In any event, the Architectural Control Committee shall have the right to require any Lot Owner to remove or alter any improvement which has not received approval or is built or installed other than in accordance with the plans and specifications approved by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove in writing plans and specifications within thirty (30) days after the same have been submitted to it, approval shall not be required and this Article IV will be deemed to have been complied with. Neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Article IV, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Lot Owner of

any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

ARTICLE V
BUILDING LOCATION

Since the establishment of inflexible building setback lines for locating houses or other structures tends to force construction of buildings both directly behind and directly to the side of other homes or buildings, with detrimental effect on privacy, view, preservation of important trees, etc., no specific setback lines are established by these covenants and restrictions other than those which may be required by applicable governmental rules and regulations and those which may be shown on recorded plats which shall be observed. Declarant, as to Lots owned by Declarant or with respect to which Declarant is the builder of the improvements being constructed thereon, or the Architectural Control Committee, as to Lots owned by persons other than Declarant (unless Declarant is the builder), reserves the right to control solely and absolutely the precise site and location of any proposed house, dwelling, building or other structure or improvement upon all Lots. Such location shall be determined, however, only after reasonable opportunity is afforded the Lot Owner to request a specific site.

ARTICLE VI
OTHER BUILDING REQUIREMENTS

The construction of improvements on the Lots shall be subject to the following provisions, none of which shall be construed as limiting the exercise of the discretion of the Declarant or the Architectural Control Committee pursuant to Articles IV and V above.

(a) Subject to the approval of the plans and specifications, therefor, as required by Article IV above, there shall be no minimum square footage requirements for any residence to be constructed on any Lot other than those that might be imposed by governmental ordinances, rules or regulations.

(b) The exterior of all houses and other structures must be completed within one (1) year after commencement of construction,

except where, in the sole discretion of the Architectural Control Committee such completion within one (1) year is not possible or would result in great hardship to the Lot Owner or builder due to strike, fire, national emergency or natural calamity.

(c) No exterior pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, placed or maintained on any Lot except as may be constructed by the Declarant or approved in writing by the Architectural Control Committee. Provided, however, that if cable television service is not available to the Lot, then the customary outdoor receiving antenna may be installed with the prior written consent of the Architectural Control Committee; and provided further, however, that such outdoor antenna shall be promptly taken down and removed by the Lot Owner at such Lot Owner's expense if cable television service is made available to the Lot.

(d) The design, type, location, size, color and intensity of all exterior lights shall be subject to control by the Architectural Control Committee and only exterior lighting as shall have been installed by Declarant or approved in writing by the Architectural Control Committee shall be installed or used on any Lot.

(e) All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be kept on the Lot so as not to be visible from the adjoining Lot or Lots and from the street, except at such times when refuse collections are being made.

(f) Unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of an approved building site, no trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point two feet above ground level may be cut, pruned, mutilated or destroyed at any time by anyone other than Declarant without the prior written approval of the Architectural Control Committee; provided, however, that dead or diseased trees, shrubs, bushes and other vegetation shall be cut or removed promptly from any Lot by the Lot Owner thereof after such dead or

diseased condition is first brought to the attention of the Architectural Control Committee and permission for such cutting and removal has been obtained.

(g) No structure of a temporary character shall be placed upon any Lot at any time, except for shelters used by a building contractor during the course of construction. Such temporary shelters may not at any time be used as residences, nor be permitted to remain on the Lot after completion of construction. Also, the use and location of such temporary shelters by building contractors must be approved by the Architectural Control Committee.

(h) No accessory building shall be placed, erected or maintained upon any part of any Lot except in connection with a residence already constructed or under construction at the time that such outbuilding is placed or erected upon the Lot.

(i) Notwithstanding the provisions of Paragraph (h) above, a Lot Owner shall be permitted to erect and thereafter maintain on a Lot a barn or stable for the care, feeding and housing of horses and related facilities (such as, for example, a riding ring) subject to the compliance by the Lot Owner with all of the terms and provisions of this Declaration including, but not limited to, Article IV above. Any such barn or stable and any related facilities shall be located on such Lot so as to be in compliance with all governmental ordinances, rules and regulations which shall appertain thereto and, in all events, any such barn or stable and any related facilities shall be located not closer than fifty (50) feet from any property line of a Lot.

(j) No mobile home, house trailer, tent, shack or other outbuilding or structure (except accessory buildings permitted under Paragraphs (h) and (i) above, and except for shelters used by building contractors during the course of construction permitted under Paragraph (g) above), shall be placed on any Lot at any time, either temporarily or permanently.

(k) No fence, wall, hedge or shrub planting which obstructs sight lines or elevations between two and six feet above roadways shall be placed or be permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the

street lines. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such triangular area unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

(1) Every tank for the storage of fuel that is installed outside any dwelling or other structure on a Lot shall be either buried below the surface of the ground or shall be screened by fencing or shrubbery approved by the Architectural Control Committee.

ARTICLE VII ATTACHMENT OF UTILITIES

Except as to dwellings constructed by Declarant or on Lots owned by Declarant, no permanent utility connection shall be made to any dwelling by any utility, public or private, until the Architectural Control Committee has verified general compliance with these covenants and restrictions and with the plans and specifications therefor submitted pursuant to Article IV above, and has approved said utility connections in writing.

ARTICLE VIII SIGNS

No commercial signs, including "for rent" or "for sale" signs or advertising posters of any kind shall be erected, placed or maintained on any Lot, except as may be required by legal proceedings, or except only such signs as are hereinafter specified. The following signs shall be permitted on any Lot: professionally lettered builder or realtor signs or sign of the Lot Owner, also professionally lettered signs advertising the Lot and residence located thereon, if any, for sale or rent; provided, however, that any such sign shall not be more than 18 x 24 inches in size; provided further, however, that no more than two such signs shall be erected, placed or maintained on any one Lot at the same time. The foregoing provisions of this section to the contrary notwithstanding, nothing herein shall be construed to prevent Declarant from erecting, placing or maintaining upon any Lot, or per-

mitting the erection, placing or maintaining upon any Lot by builders of residences, of such signs as Declarant may deem necessary or desirable during the period of development, construction and sale of the Lots and/or residences constructed thereon. Also, the provisions of this Article VIII shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

ARTICLE IX
MAIL BOXES AND PROPERTY
IDENTIFICATION MARKERS

The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of mail and newspaper boxes, if any, and of name signs for such boxes, as well as property identification markers.

ARTICLE X
NUISANCES

It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of buildings or grounds on his Lot or Lots, irrespective of whether the same is occupied or vacant. No Lot shall be used in whole or in part for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort, whose activities or existence, in the sole discretion of the Architectural Control Committee, is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other portions of the Property by the owners thereof.

ARTICLE XI
ANIMALS AND PETS

Except as otherwise provided in Article XII below, no animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and do not endanger the health, make objectional noise or constitute a nuisance or inconvenience to the Lot Owners of other Lots. Dogs which are household pets shall at all times, whenever they are outside a dwelling be confined within a pen or on a leash. No structure for the care, housing or confinement of such pets shall be maintained so as to be visible from neighboring property.

ARTICLE XII
HORSES

Notwithstanding the provisions of Article XI above, a Lot Owner will be permitted to have a horse or horses on a Lot provided that such horse or horses: (i) are owned by the Lot Owner and not boarded, are not kept, bred or maintained for any commercial purposes, are not permitted to roam free beyond the boundary lines of the Lot, and do not endanger the health, make objectional noise or constitute a nuisance or inconvenience to the Lot Owners of other Lots; and (ii) the Lot Owner complies with all state and local health laws, ordinances and regulations applicable thereto; and (iii) the Lot Owner complies with all of the terms and provisions of this Declaration, including but not limited to Article X above; and (iv) so long as such Lot Owner does not have on a Lot more than one (1) horse per acre of the total acreage of the Lot.

ARTICLE XIII
NO DISCRIMINATION

No action shall at any time be taken by the Architectural Control Committee which in any manner would discriminate against any Lot Owner or Lot Owners in favor of any other Lot Owner or Lot Owners.

ARTICLE XIV
GOVERNMENTAL REGULATIONS

All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE XV
CONSTRUCTION BY DECLARANT

Nothing in this Declaration shall limit the right of Declarant in the development of the Property and the construction of dwellings upon the Lots which are subjected to this Declaration, and to make such improvements and complete such construction to such Property as Declarant shall deem advisable prior to the sale thereof by Declarant.

ARTICLE XVI
CONSTRUCTION AND SALE PERIOD

Notwithstanding any provision contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder (if other than Declarant) of dwellings upon the Lots to maintain and carry on, during the period of construction (if not already constructed) and sale of such dwellings, upon such portion of the Property owned by Declarant as Declarant may deem necessary, such facilities and activities as in the sole option of Declarant may be reasonably required, convenient or incidental to the construction (if not already constructed) and sale of such dwellings, including, but without limitation, business offices, signs, model homes and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use dwellings owned by Declarant or such builder as model homes and offices for the sale of dwellings on the Property.

ARTICLE XVII
ARCHITECTURAL CONTROL COMMITTEE:
MEMBERSHIP

The Architectural Control Committee is composed of:

- (a) L. Hall Robertson, Jr.
- (b) ruben d. ramirez
- (c) Murry E. Page

A majority of the Architectural Control Committee may designate a representative to act for it. The Declarant shall have the authority to appoint and remove members of the Architectural Control Committee from time to time. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

At such time as each and every Lot has been improved by the construction of a building thereon, or at such time as the Declarant shall file for record in the Deed Records of Jones County, Georgia a certification relinquishing its right and authority to appoint and remove the members of the Architectural Control Committee, the Declarant's right and authority to appoint and remove the members of the Architectural Control Committee shall terminate, and the then owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to appoint and remove the members of the Architectural Control Committee.

ARTICLE XVIII
TERM

The covenants and restrictions set forth in this Declaration of Protective Covenants shall run with and bind the land (the Lots) and shall inure to the benefit of, and be enforceable by, the Lot Owners of any Lots, or any one or more of them, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration of Protective Covenants is filed for record with the Clerk of the Superior Court of Jones County, Georgia, after which time said covenants and restrictions shall be automatically extended for successive terms of twenty (20) years unless

an instrument signed by the Lot Owners of a majority of the Lots is recorded in the Deed Records of Jones County, Georgia at least ninety (90) days prior to the effective date of such extension, agreeing to change, amend or revoke said covenants and restrictions in whole or in part. Each such instrument shall specify which of the covenants and restrictions set forth in this Declaration of Protective Covenants, as then amended, is to be so changed, amended or revoked. Every purchaser or grantee of any interest in any Lot, by acceptance of a deed or other conveyance thereto, thereby agrees that the covenants and restrictions of this Declaration of Protective Covenants shall be extended as provided herein.

ARTICLE XIX
ENFORCEMENT

These covenants and restrictions may be enforced by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. The failure by any owner of any interest in any Lot to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XX
SEVERABILITY

Whenever possible, each provision of this Declaration of Protective Covenants shall be interpreted and be construed in such manner as to be effective and valid; but if any provision of this Declaration of Protective Covenants, or the application thereof to any person or to any property, shall be, at any time or times, prohibited or held invalid for any reason, such prohibition or invalidity shall not affect the validity or effectiveness of any other provision hereof, or the application of any provisions hereof which can be given effect without the invalid provision or application, and for this purpose all of the provisions of this Declaration of Protective Covenants are hereby declared to be severable.

ARTICLE XXI
SUCCESSORS OF DECLARANT

As used in this Declaration, the term, "Declarant", shall include any corporation, trust, person or other entity who shall acquire, by foreclosure or by deed in lieu of foreclosure of a deed to secure debt given by Riverpart, Ltd., the entire fee simple interest in the Property then owned by Riverpart, Ltd., and all of the rights, privileges and immunities which are reserved unto the Declarant in this Declaration shall inure to the benefit of, and shall be enforceable by, any such corporation, trust, person or other entity.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Protective Covenants to be executed and its seal to be hereunto affixed, the day and year first above written.

RIVERPART, LTD.

By: RIVER NORTH DEVELOPMENT CORP.,
as its general partner

By: *Robert D. Ramirez*

Attest: *President*

[CORPORATE SEAL]

Signed, sealed and
delivered in the
presence of:

Michelle A. Jackson
Unofficial Witness
Linda L. Blanton
Notary Public