

This is the first publicly posted version of the Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements for River North Association, Inc.

This Declaration will be modified and revised prior to submission to the Owners of Lots within River North Subdivision for final adoption.

This Declaration is drafted in order to consolidate all existing streets, owners, Lots, and property within the gates of River North Subdivision into one homeowner's association. It is additionally drafted in an effort to modernize the restrictive covenants and provide consistent covenants among the many different streets and communities within River North.

When reviewing this Declaration, please submit all questions, concerns, or recommendations to the Board of Directors of River North Association or River Communities Association.

~~Record and Return to:
Jenny Martin Walker
Adams Hemingway Wilson & Rutledge, LLC
P.O. Box 1956
Macon, Georgia 31202
AHWR File No. 18724~~

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR RIVER NORTH ASSOCIATION, INC.**

THIS DECLARATION is made on the date hereinafter set forth by **RIVER NORTH ASSOCIATION, INC.**, a Georgia, Non-Profit Corporation (hereinafter sometimes called "Declarant" or "the Association");

WITNESSETH

WHEREAS, Real property described in Exhibit "A" hereof is subject to the following:

1. Declaration of Reservations, Conditions, and Restrictive Covenants for River North dated January 9, 1973, and recorded in Deed Book 123, Page 45, Clerk's Office, Jones Superior Court; and
2. Declaration of Reservations, Conditions, and Restrictive Covenants for River Communities Association, dated July 10, 1980, and recorded in Deed Book 168, Page 27, Clerk's Office, Jones Superior Court; and
3. All supplementary declarations of the above-described covenants filed in Jones County, GA

Declarant has established a general plan for the Neighborhood 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 Declarant or by a subsequent holder of title. These covenants, conditions, and restrictions are for the benefit of each and every owner of the 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 Declarant.

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to

the provisions of this Declaration to consolidate all existing Associations within the River North Neighborhood into one unified Association and to provide for the subjecting of other real property to the provisions of this Declaration.

WHEREAS, Declarant desires to supersede the previously adopted Declarations of Covenants, Conditions, Restrictions, and Easements for River North, dated January 9, 1973; River Communities Association, dated July 10, 1980; Healy Plantation, dated January 2005; The Hills Association, dated July 10, 1980; Horseshoe Bend at River North Neighborhood, dated May 1, 1996; Ocmulgee Waters Neighborhood, dated March 5, 1992; Healy Plantation Association, dated January 19, 1981; River Estates Association, dated December 20, 1983; River Summit, dated July 10, 1980; and Wimbledon Neighborhood, dated December 6, 1991.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby and 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 and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1 **Definitions**

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meaning:

- a. "Architectural Review Committee" shall mean, refer to, and be one in the same as those persons selected annually by the Owners in compliance with the Bylaws of the Association to serve as members of the Board of Directors, or three or more persons appointed by the Board of Directors to perform the functions of the Architectural Review Committee. Persons appointed to the Architectural Review Committee need not be Lot Owners and persons so appointed by the Board of Directors shall serve at the pleasure of the Board of Directors.
- b. "Articles of Incorporation" means the Articles of Incorporation of River North Association, Inc. filed with the Secretary of State of Georgia and incorporated herein by this reference as may be amended from time to time.
- c. "Association" means River North Association, Inc., a Georgia non-profit corporation, its successors, and assigns.
- d. "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101 *et seq.*

- e. "Bylaws" means the Bylaws of River North Association, Inc. as adopted by the Board of Directors.
- f. "Common Property" means all real and personal property, including, without limitation, easements, and other interests therein, and the facilities and improvements located thereon, now, or hereafter owned by the Association for the common use and enjoyment of the Owners.
- g. "Community" refers to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.
- h. "Declarant" means River North Association, Inc., a Georgia Non-Profit Corporation and its successors-in- title and assigns; provided that in a recorded instrument, such successor-in-title or assignee is designated as the Declarant hereunder by the then holder of all of the rights of Declarant hereunder; and, provided, further, upon the effective date of the designation of a successor Declarant, all rights of the former Declarant in and to such status as Declarant hereunder shall cease so that there shall be only one holder of the rights of Declarant hereunder at any one point in time.
- i. "Lot" means any pLot of land within the Community, whether improvements are constructed thereon, which constitutes a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall automatically pass with the title to each Lot as an appurtenance thereto membership in the Association and all rights and interest of an Owner in the Common Property.
- j. "Mortgage" means all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt, or deed of trust.
- k. "Mortgagee" means the holder of a Mortgage.
- l. "Neighborhood" shall mean and refer to each separately developed and denominated residential area within the Community which has been so designated on Exhibit "A" hereof or in one or more Supplementary Declarations. By way of illustration and not limitation, a condominium, townhouse Neighborhood, cluster home Neighborhood, or single-family detached housing Neighborhood might each be designated as a separate Neighborhood, and each shall constitute a separate Neighborhood. The Declarant shall have the right to designate separate Neighborhood status and change the Neighborhood status of any previously designated Neighborhood for any property in the Community.
- m. "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period, regardless of whether such Person is a tenant of the Owner of such property.
- n. "Owner" means 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 an obligation.

- o. "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company, or other organization, recognized as a separate legal entity under Georgia law.
- p. "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions, or easements on the land described therein.
- q. "Total Association Vote" means the votes attributable to the entire membership of the Association (including votes of Declarant) as of record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, most of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all existing members of the Association as of the record date for such action, whether such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive more than half of the votes cast by the members present and entitled to vote on the matter.

Article 2

Property Subject to This Declaration

- a. Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions, and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.
- b. Grandfather Clause. As of date of recording of this amendment and restatement, any Owner of a Lot located within River North that is in full compliance with current applicable covenants, conditions, restrictions, and easements and in good standing with the Association, will not be penalized for non-conformance with the new architectural or leasing standards set forth in this Declaration.
- c. Unilateral Annexation by Declarant. 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 twenty (20) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Declarant intends to annex hereto the property contained in Declarant's land plan for the Neighborhood as amended from time-to-time which

property is a portion of the property described in Exhibit "B". However, inclusion of property on Declarant's land plan or in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to the Declaration. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a later effective date is provided therein. If covenants applicable to the real property previously subjected to this Declaration are not changed and if rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions like 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 covenants and restrictions imposed hereby or not.

- d. Additional Covenants, Restrictions and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplementary Declaration to additional covenants, restrictions, and easements and/or modify the applicability of the covenants, restrictions and easements contained in this Declaration as to such property.
- e. Other Annexation. Upon the written consent of: (a) the owner thereof; (b) the Declarant; and (c) the Owners of at least one half of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration unless a later effective date is provided therein.

Article 3

Association Membership, Meetings, and Voting Rights

- a. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, any non-profit entity holding title to any Lot or home located within the Community, or an individual or entity owning multiple Lots for the purpose of future Neighborhood. No Owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Lot owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section

shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

- b. Meetings. Except as may be herein otherwise provided, all matters concerning meetings 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 such meetings shall be as specified in the Articles of Incorporation or Bylaws of the Association, as amended from time to time, and by law.
- c. Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one Person seeks to exercise such vote.

Article 4 **Assessments**

- a. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes 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 the 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.
- b. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether it shall be so expressed in such deed, covenants, and agrees to pay to the Association: (a) general assessments; (b) Neighborhood assessments, if applicable; (c) special assessments; and (d) specific assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with any such late charges, interest, and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the

property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

- c. **General Assessments.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The General Assessment to be levied against each Lot shall be an equal amount for all Lots. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by most of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in twelve monthly installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds assessment the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred assessment provided herein and in the Articles of incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.
- d. **Special Assessments.** The Association may levy a special assessment if approved by a majority of the Total Association Vote and the Declarant. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.
- e. **Specific Assessments.** The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all the Lots may be specifically assessed equitably among all the Lots which are benefited according to the benefit received; and (b) expenses

of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

- f. Notice and Quorum for any Action Authorized Under Sections c-e. Written notice of any meeting called for the purpose of taking any action authorized under Sections c-e of this Article shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of their proxies entitled to cast at least fifty percent (50%) of all votes shall constitute a quorum. If at the first meeting a quorum is not present, the meeting shall adjourn and a second meeting concerning the same subject matter shall be scheduled subject to the notice requirements above, and the quorum at said subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If there is no quorum present at said subsequent meeting, further subsequent meetings shall be called in accordance with the notice requirements of this Section and the Bylaws of the Association, and the quorum at said subsequent meetings shall be one-half (1/2) of the required quorum at the immediately preceding meeting until a quorum is present. No subsequent meeting shall be held more than six (6) months following the preceding meeting.
- g. Rate of Assessment. General and Special Assessments must be fixed at a uniform rate and may be collected on a monthly basis unless other and further assessment and fees are added to a particular Lot's assessment as provided in this Declaration.
- h. Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date after the date such Mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the property pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve an Owner of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such property from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of any personal obligation or relieve such property or the then Owner from liability for any assessment authorized hereunder that would become due after such sale and transfer.
- i. Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain

as fully obligated as before to pay to the Association all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment remains unpaid after sixty (60) days, the Association may institute a suit to collect such amounts and/or to foreclose its lien. The Association may file a notice of its claim of lien with the Office of the Clerk of Superior Court of the county where the property is located, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments contained in this Declaration. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities maintained by the Association and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such property in favor of the Association.

- j. **Date of Commencement of Assessments.** Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a particular Lot on the first to occur of the date that the Lot is first occupied for residential purposes. A Lot shall be occupied for residential purposes when it has been approved with a dwelling and has been conveyed to an owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. The Declarant shall have no liability for assessments, except for Lots, if any, owned by Declarant which have been occupied for residential purposes.
- k. **Budget Deficits During Declarant Control.** For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by

the Association shall be given in connection with such loan.

- l. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis for the last year for which assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.
- m. Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefore and for the reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the number of assessments due with respect to a Lot shall be binding upon the Association.

Article 5

Management of the Common Property

- a. Association's Responsibility: The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features, including the Guard House; (b) Community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, privately owned property or public right-of-way; (c) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by the owner of such facilities, the operator of the golf course or a governmental body; (d) Community green space; (e) Neighborhood parks which are not maintained by a Neighborhood association; (f) any pedestrian paths located within the Community which are not maintained by a Neighborhood Association; and (g) all Community recreational facilities; (h) all roads and streets located in the community, at such time as Declarant conveys the roads and streets to the Association, which at such time said roads and streets are completed according to specifications. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and cost-sharing agreements regarding such property where the Board has determined that such action would benefit Owners. If the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees, or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.
- b. Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5(a), if any, all maintenance of the Lot and all structures, landscaping, and

other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, and exterior lighting in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements. If the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations regarding the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, if such maintenance, repair, or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

- c. Conveyance of Common Property by Declarant to Association, No Implied Rights. The Declarant may transfer or convey to the Association at any time from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether any such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of Neighborhood for the Community. Neither the recordation of any Neighborhood plat nor the use by the owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by an instrument recorded in the real estate records of the county where the property is located.
- d. Partition. The Common Property shall remain undivided, and no Owner 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 written consent of all holders of all Mortgages encumbering any portion of the property, including, but

not limited to, Lots located within the Community.

- e. **Condemnation.** In the event of a taking by eminent domain of any portion of the Common Property in which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within 60 days after such taking, an alternative plan is approved by at least 75% of the Total Association Vote and the consent of Declarant. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken if the improvements are not restored or replaced after a condemnation.
- f. **Liability.** Owners, Occupants, and their guests shall use the Common Property at their own risk and shall assume sole responsibility for their personal belongings used or stored on the Common Property. The Association, the Declarant and their respective officers, directors, employees, representatives, and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on the Common Property.

Article 6

Architectural Review Committee

- a. **Committee and Guidelines.** There is hereby established an Architectural Review Committee, which shall be responsible for the establishment and administration of the Design Guidelines to facilitate the purposes and intent of this Declaration. The Declarant shall have exclusive control over the Committee until such time as the period of Declarant control expires or until Declarant may elect to voluntarily surrender its control of the Committee.
- b. **Constitution of Committee.** Within thirty (30) days after approval, the Association shall appoint four (4) of its members to serve on the Committee, in addition to the Declarant. The Committee shall be made up of members of the Board of Directors, or three or more persons appointed by the Board of Directors to perform the functions of the Architectural Review Committee. Persons appointed to the Architectural Review Committee need not be Lot Owners and persons appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. The Committee Members will serve for a term of one year, and may be reappointed, or removed and a replacement reappointed at the end of each calendar year.
- c. **General Architectural Restriction.** No Improvement may be erected, placed, constructed, replaced, repaired, or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvements have been approved by the Committee; provided, however, that Improvements that are completely within a Building may be undertaken without such approval. All Improvements will be constructed only in accordance with approved plans.
- d. **General Landscape Restriction.** The Association shall not be responsible for the repair, improvement, alteration, or modification of the portions of a Lot. Accordingly, no repair, improvement, alteration, or modification shall be made to the lawns, irrigation systems and equipment, landscaping, trees, shrubs, plants, flowers, subsurface drainage, bulkheads, or retaining walls on any Lot unless the maintenance and repair, modification, alteration,

improvement, or change is first approved by the Committee; or unless the repair, modification, alteration, improvement, or change is made by the Association as a part of the Association's regular maintenance and repair obligations.

- e. Purpose, Powers, and Duties of the Architectural Review Committee. The Purpose of the Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is submitted to the Committee for approval:
 - i. regarding whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Neighborhood of the Property; and
 - ii. regarding the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction, or alteration of any structure on any Lot.
- f. Action of Members of the Architectural Review Committee. Any member of the Committee may be authorized by the Committee to exercise the full authority of the Committee with respect to all matters within the Committee's authority, as may be specified by resolution. The action of such member shall be final and binding upon the Committee and upon any applicant for an approval permit or authorization.
- g. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the Structure's or Lot's exterior appearance, unless plans and specifications are first submitted to and approved in writing by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Committee, including, without being limited to:
 - i. a site plan showing the location of all proposed and existing structures on the Lot, including building setbacks, open space, driveways, walkways, and parking spaces, including the number thereof;
 - ii. floor plans;
 - iii. exterior elevations of all proposed Structures and alterations to existing structures, as such structures shall appear after all back-filling and landscaping are completed;
 - iv. specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side, and rear elevations thereof; and

- v. plans for landscaping and grading.
- h. Approval and Disapproval of Plans and Specifications.
 - i. The Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, based on any grounds, including purely aesthetic considerations deemed sufficient. The Committee shall have thirty (30) days from the submission of all plans to approve such plans. If the Committee fails to act within thirty (30) days, the plans are deemed approved.
 - ii. After approving a plan or specification, the Committee shall (i) deposit a copy of the plan or specification for permanent record and (ii) return a copy bearing approval to the applicant. Approval of any plans and specifications for the use in connection with any Lot or Structure does not waive the Committee's right to disapprove similar plans subsequently submitted for use in connection with any other Lot or Structure. However, approval of any such plans is final regarding that Lot or Structure and may not be revoked or rescinded, provided the applicant adheres and complies with the approved plans, specifications, and conditions.
 - iii. Neither the Association nor the Committee or any member thereof shall be responsible or liable in any way for defects in any plans or specifications approved by the Committee. The Declarant nor the Committee shall be liable by reason of mistake in judgment, negligence, misfeasance, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Further, approval of plans and specifications by the Environmental Advisory Committee shall not be deemed to represent or warrant to any Person the quality, function, or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. By submitting plans and specifications to the Committee, every Owner of any Lot releases and agrees to indemnify, hold harmless and defend Declarant and any member of the Committee from any alleged liability, claim and/or damage.
- i. Right of Inspection. The Committee, its agents, and representatives shall have the right during reasonable hours to enter upon and inspect any Lot or Structures thereon for the purpose of ascertaining whether the use, installation, construction, alteration or maintenance of any Lot or Structure complies with this Declaration, and the Committee shall not be deemed to have committed a trespass or other wrongful act by such entry or inspection.
- j. Violations.
 - i. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If the Committee determines such violation occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and

expenses incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

- ii. The Committee shall provide written notice to the Owner by certified mail setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within twenty (20) days after the aforesaid notice of violation is mailed, then the Committee has the right of abatement, the right to equitable relief, and the right to enjoin construction. The right of abatement means the Committee may enter the offending Lot or Structure at all reasonable times and take the actions specified in the aforementioned notice, without committing a trespass.
- k. Reasonable Inspection Fees. The Committee may impose and collect a reasonable and appropriate fee to cover its cost of operations, inspections, professional services, and related matters, in order to fulfill its role as set forth in this declaration. The fee shall be established from time-to-time by the Committee but shall not be more than the amount necessary to cover such costs. The Committee shall submit its fee to the Association when incurred, or once annually; the Association shall levy such assessments on the Owners as may be necessary to cover the fee.

Article 7 **Architectural Standards**

- a. Architectural Requirements.
 - i. Dwelling Size: No dwelling shall be constructed on any Lot with a ground floor area of less than 2,200 square feet of heated and cooled floor finished space for a one-story home, nor shall any dwelling of multiple stories or floor levels be permitted having less than 2,500 square feet of heated and cooled floor finished space. Said area shall be exclusive of screened or unscreened porches, patios, or terraces or garages.
 - ii. Dwelling Design: Designs will be reviewed by the Architectural Review Committee prior to construction. To assist the applicant, it is recommended that a sketch or plan book representation of the proposed dwelling be submitted to the Committee at the earliest moment to verify basic design guideline acceptance prior to completion of plans.
 - iii. Exterior Colors & Materials: All color schemes and material choices must be submitted to the Architectural Review Committee for approval.
 - iv. Fireplaces and Chimneys: Exterior of all chimneys must be masonry, stacked stone, or other material consistent with the design of the home.
 - v. Roofs: Roofing material and color shall be subject to Architectural Review Committee approval and shall be 25-year architectural shingles. All plumbing or heating vents that

penetrate the roof surface shall be painted.

- vi. Foundations: All exposed concrete above finished grade shall be finished with the same material as the adjoining wall or a brick/stone skirt.
 - vii. Mailboxes: All mailboxes must keep in character with the Neighborhood and be of equal or higher quality of those present in the Neighborhood.
 - viii. Outbuildings: All outbuildings must be approved by the Architectural Review Committee and must be compatible with the home itself. Outbuildings are defined as gazebos, Jacuzzis, dollhouses, play equipment, doghouses, and storage buildings.
 - ix. Pools and Spas: Approval must be obtained for the construction of an in-ground pool or extra spa from the Architectural Review Committee. All filter tanks, pool chemical feeders and any other above ground apparatus must be enclosed or hidden from view. Pools shall be placed in the rear yard only and no above ground pools shall be allowed.
 - x. Fences: All fencing or fencing type barrier of any kind shall be approved by the Architectural Review Committee before placed on any Lot. No chain link fences will be allowed and invisible fencing for animals is preferred.
 - xi. Setback lines: All Lots shall have the following minimum building setbacks: 40 feet from the front of each Lot, 10 feet from the side of each Lot and 25 feet from the back of each Lot.
 - xii. Prohibited Items: No window air-conditioning units, exterior clotheslines or off-highway vehicle, including but not limited to four-wheelers, dirt bikes, or dune buggies, shall be allowed on any Lot. Off-highway vehicles will be allowed to be stored in garages.
 - xiii. Garbage Containers: All garbage or waste containers must be concealed from view from the streets and adjoining Lots. Containers which are taken to the curb for collection must be removed by the end of the next business day following pickup. Garbage pickup will be exclusively provided by one waste company whose contract will be negotiated by the Declarant.
 - xiv. Driveways: Driveways shall be constructed with concrete. Other hard surface materials such as brick, stamped, patterned, or colored concrete surfaces may be used if approved by the Architectural Review Committee. Specifications are to be submitted to the Architectural Review Committee for approval. Driveways are to make a smooth transition to the street with no abrupt elevation change.
- b. Garages: All garages must be constructed with a door that can be shut to keep the interior of the garage clear from view from the street.
- c. Landscape Requirements.

- i. Sod & Irrigation: All areas along the street front which is defined as the area from the back of the ditch to the front edge of the house foundation and the side edge of the foundation for a corner Lot shall be completely sodded. The street front shall include all areas as defined above which are not covered by improvements, pavement or shrubbery or other approved ground cover. Irrigation systems are encouraged.
 - ii. Mulch: All areas within each home-site not covered with pavement, buildings, shrubs or ground cover or sod shall be covered with pine straw or cypress mulch.
 - iii. Maintenance of Yards: All yard and landscaping shall be maintained in an attractive neat manner. Repair or replacement of the same shall be required of the Owner of the Lot. Regular maintenance shall include: Lawn mowing on regular basis, tree and shrub pruning, prompt removal of all litter, trash, refuse and waste, watering landscaped areas and gardens, keeping them in satisfactory condition, free of weeds. All gardens shall be in the rear yard and approved by Architectural Review Committee prior to planting.
 - iv. Completion: Within ninety (90) days of completion of house construction, all landscaping must be in place. All disturbed or graded areas of a Lot shall be sodded or covered with plants or other landscaping materials consistent with the Design Guidelines. All initial landscaping shall be completed within sixty (60) days of the earlier to occur of (i) the issuance of a certificate of occupancy indicating completion of a Residence or (ii) the date on which a Residence is first occupied by an occupant. The occupant of any Lot shall be responsible for the maintenance of all landscaping on its Lot.
- d. General. No exterior construction, alteration, or addition of any improvements of any nature whatsoever (including without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon any part of the Community unless, installed by the Declarant or an affiliate of the Declarant, approved in accordance with this Article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint, or redecorate the interior of structures on the Lot without approval hereunder. However, modifications to the interior of porches, patios, and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, nor to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued. Owners are responsible for maintaining improvements, driveways and lighting in good repair and working order and are required to repair exterior damage in a timely manner.

- e. **Guidelines and Procedures.** Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials, and location of the proposed improvement. The Declarant may adopt written design and Neighborhood guidelines and application and review procedures, which may provide for a review fee. The Declarant shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the architectural guidelines. The Declarant shall make the architectural guidelines available to Owners and builders who seek to engage in construction in the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If the Declarant fails to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt of plans and specifications, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and to any improvement, change, modification, addition, or alteration. The Declarant shall be the sole arbiter of submitted plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and shall be entitled to stop any construction in violation of any provision of this Declaration. Any grading or dirt moving shall be immediately maintained with erosion and control measures which shall include silt fencing in all areas needed. The Declarant shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to inspect for the purpose of ascertaining whether these provisions have been or are complied with. The Declarant, its employees and agents shall not be deemed guilty of trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within twelve (12) months of the date of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.
- f. **Limitation of Liability.** Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions 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 and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

- g. No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters subsequently or additionally submitted for approval or consent.
- h. Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines if it determines that waiver of application for enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of Neighborhood for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of Neighborhood for the Community, or (c) stop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- i. Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Neither the Declarant, the Association or the officers, directors, members, employees, and agents of any of them shall be held liable to any Person for exercising the rights granted by this Article. In addition to any other remedies available to the Declarant and the Association, in the event of noncompliance with this Article, the Declarant or the Association may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant and the Association shall have the authority and standing to pursue all remedies available at law and equity to enforce the provisions of this Article.

Article 8

Use Restrictions and Rules

- a. Rules and Regulations. The Board of Directors may, from time to time, without a vote of the members, promulgate, modify, or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified by a majority of the Total Association Vote and the consent of the Board of Directors.

- b. Failure to Comply. Failure to comply with the Use Restrictions and Rules in this Article or with other rules and regulations promulgated within this document will result in action from the Board of Directors. The Board of Directors will first issue a letter explaining each section the Owner is in violation of and give the Owner fourteen (14) days from the date of the letter to cure the breach. If the violation is not cured within those fourteen (14) days, a second letter will be issued and the Owner may be fined up to \$10 per day until the Lot Owner is no longer in violation of the Covenants, or the Association may explore any other avenue allowed under Georgia law.
- c. Residential Use. Each Lot shall be used exclusively for single-family residential purposes. Owner or Occupant in residence at the Lot may conduct business activities within the dwelling unit so long as the business activity: (a) does not otherwise violate the provisions of this Declaration or the Bylaws; (b) is not apparent, detectable by sight, sound, or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. Any existing commercial or multi-family buildings within the Neighborhood are exempt from this use restriction. An Owner may request a variance if he or she desires to construct any structure to be used for purposes other than a single-family residence.
- d. Leasing. No Owner of any Lot or Structure thereon shall lease, rent, or permit to be leased or rented any Lot or Structure of which they own unless and until the Owner has owned the Lot for a minimum of two (2) years. Nor shall any Owner market, advertise, or otherwise hold out for lease or rent any Lot or Structure unless and until the Owner has owned the Lot for a minimum of two (2) years. The Board may, in its sole discretion, grant an exception to an Owner under this section if the Owner presents to the Board, in writing, the details (including any and all rental or lease agreements) of any purported rental or lease; and the rental or lease would not otherwise violate this Declaration, the Bylaws of the Association, or other applicable law. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, rules and regulations of the Association and obligate the Occupants to comply with the foregoing. The Board of Directors maintains the right to charge an additional fee to Occupants or Owners on the monthly assessments for any leased Lot.
- e. Signs. No sign of any kind shall be erected within the Community without prior written consent of the Declarant or the Architectural Review Committee. Notwithstanding the foregoing, the Board of Directors and the Declarant shall have the right to erect reasonable and appropriate signs on behalf of the Community. For sale signs and security signs consistent with the Community standards and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to

foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

- f. **Garage.** All homes constructed on Lots shall contain a garage for the parking of vehicles. Owners shall not convert the garage to any other use, such as finished living space, except in connection with approved construction in accordance with Article 6 hereof which includes the construction of a replacement garage.
- g. **Nuisance.** It shall be the responsibility of each Owner and Occupant to prevent the Neighborhood of any unclean, unhealthy, unsightly, or unkempt condition on a Lot. No Lot shall be used for the storage of anything 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 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 within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. No plants, animals, device, or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owner and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located installed or maintained upon the exterior of any Lot. Any noise that can be heard inside a neighboring house with the windows and doors closed will be considered too loud and in violation of this provision.
- h. **Vehicle Parking.** An automobile, bus, van, or truck of any kind shall be parked in the garage or driveway at any time when present on any Owner's Lot. Vehicles shall not be parked on the grass at any time. Mobile homes, camp trailers, campers, boats, and trailers shall never be stored or kept for any purpose on any Owner's Lot. Disabled and stored vehicles are prohibited from being parked on the Property. No vehicle shall be parked overnight on any street in the Community.

Notwithstanding the above, trucks, vans, commercial vehicles, and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Property during normal business hours for the purpose of serving any Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Common Property overnight or for any purpose except serving a Lot or the Common Property.

For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains unmoved on the Property for fourteen (14) consecutive days or longer without prior written Board permission.

- i. **Pets.** No Owner or Occupant of an Owner's Lot may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion.

No Owner or Occupant of Owner's Lot may keep, breed, or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors unless kept outdoors in locked, fenced areas or within a secure invisible fence. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property without prior written Board approval. Dogs must be kept on a leash and be always under the physical control of a responsible person while outdoors. Feces left upon the Common Property by dogs must be removed promptly by the owner of the dog or the person responsible for the dog.

No dogs determined in the sole discretion of the Board to be dangerous may be brought onto or kept on the Property at any time by any Owner, Occupant, of a Owner's Lot or their guests. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or Occupant of the Owner's Lot fails to comply with such notice, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

- j. **Antennas.** No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed, or maintained upon any Lot; provided, however, no such approval shall be necessary to install (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services that are one meter or less in diameter or diagonal measurement; and (c) antennas that are designed and intended to receive television broadcast signals. The placement of the antenna shall be in keeping with the Community and shall not be placed in any location that would be considered a Nuisance as described in section g above.
- k. **Temporary Structures.** No temporary house, tent, trailer, garage, or other outbuilding shall be placed or created on any Lot, nor shall any overnight camping be permitted on any Lot.
- l. **Tree Removal.** No tree that is more than six inches in diameter at a point 12 inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees, or apple trees, regardless of diameter, shall be removed from a Lot without prior written approval of the Architectural Review Committee. Owners shall also comply with any local ordinance and zoning condition applicable to tree removal. In the event of a conflict between the provisions of this section and any local ordinance or zoning condition, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Association or by a builder in connection with construction approved under Article 6 hereof. This provision shall not apply to residents removing dead trees, or those that pose immediate danger to their Lot or neighboring Lots.
- m. **Drainage.** Catch basins, retention ponds, detention ponds, drainage swales, and drainage

easement areas are for the purpose of controlling the natural flow of water only. Owners shall not obstruct or alter the drainage flow across or from their Lot after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

- n. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped to permit safe sight across and around the street corners. No fence, wall, hedge, shrub, or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create an unsafe condition.
- o. **Neighborhood of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the Neighborhood plat of any Lot with the consent of the Owner of the affected Lot and to approve the revision and re-recording of any plat of any Lot owned by any builder or Declarant, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner of such Lot. Boundary line disputes and Lot combinations are exclusions to this restriction and will not require consent of the Association.
- p. **Utility Lines.** Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed within the Community.
- q. **Speed Limits.** No motor vehicle shall be driven on any street within the Neighborhood at a speed in excess of the posed limits. Appropriate postings of these speed limits shall be made by the Board of Directors, to which such power shall pass upon conveyance to it of the streets within the Neighborhood. 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 it being assessed, and if it is not paid, the Association shall add the amount of the fine to the monthly charge made by the Association pursuant to Article 4 hereof. Lot Owners shall be directly responsible for the speeding of guests within the Association.
- r. **Docks, Piers, and Boating.** 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, river, artificial or natural, adjacent to any Lot or area and no Owner shall have any property right in any such lake, stream, canal, or river unless the conveyance from the Declarant specifically so provides. Additionally, no power or motorboats are allowed on any lake, stream, or canal. Use of boats are limited to canoes, rowboats, kayaks, and small sailboats of the “sunfish” class.
- s. **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clotheslines, clothing, bedding, appliances, indoor furniture, and

other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and bicycles may be kept on the patio or deck serving the Lot. Additionally, no awnings, shades or window boxes shall be attached to, hung, or used on the exterior of any window or door of any house and no foil or other reflective materials shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window-mounted heating, air-conditioning, or fan units be permitted. Owners must keep their Lots, homes, lawns, shrubs, trees, and other landscaping in a neat and attractive condition. All yards visible from the street must be planted with grass or other suitable ground cover. If, in the sole discretion of the Board of Directors, an Owner's Lot is not in a neat and attractive condition, the Board, after ten (10) days written notice may enter onto the Lot and provide the necessary maintenance or repairs to the Lot to bring the Lot into a neat and attractive condition. All costs and expenses, including attorney's fees, incurred by the Association in these actions shall be a continuing charge and lien against the Lot and the personal obligation of the Lot Owner.

- t. Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) streetlights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; (e) front house illumination; or (f) other lighting approved under and pursuant to Article 6 hereof.
- u. Accessory Buildings, Sculpture, Flags. No artificial vegetation shall be permitted on the exterior of any Lot. No accessory building, fuel tank, sculpture, fountain, flag, or similar item may be constructed or displayed on the exterior of any Lot unless and until the plans, color, and location have been approved in writing under Article 6 hereof. Any Lot may display an American flag if properly attached to the dwelling with a flag post.

Article 9 Insurance and Casualty Losses

- a. Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Neighborhood, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether located on the Common Property, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be 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 shall obtain a public liability policy applicable to the Common Property covering the Association and its members of all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain workers compensation

insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of coverage shall at least equal three months' total assessments plus reserves on hand. Coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

- b. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures and a liability policy covering damage or injury occurring on the Owners property. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard. The policies required hereunder shall be always in effect.
- c. Damage and Destruction-Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent 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 Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 60 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least 75% of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid because of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed 60 days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. If it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained

by the Association in a neat and attractive condition.

- d. **Damage and Destruction-Insured by Owners.** The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

Article 10 Mortgage Provisions

- a. **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request must state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Community on which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; and (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Article 11 Easements

- a. **General.** Each Lot shall be subject to those easements, if any, shown or set forth on the recorded Neighborhood plats for the Community, as amended from time to time as well as the document recorded in the Office of Superior Court of the applicable County.
- b. **Easements for Use and Enjoyment.** Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owners Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:
 - i. the right of the Association to charge reasonable admission and other fees for the use of any Community recreational facilities, to limit the number of Persons who may use the Community recreational facilities, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees.

- ii. the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the Community recreational facilities, for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period for an infraction of the Declaration, Bylaws or rules and regulations.
 - iii. the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds of the Lots (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant of any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community.);
 - iv. the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and right- of-way over, under and through the Common Property.
 - v. the right of the Association to dedicate or transfer all or any portion of the Common Property upon the approval of the Owners of at least two-thirds of the Lots.
 - vi. all other rights of the Association, the Declarant, Owners, and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and
 - vii. all encumbrances and other matters shown by the public records affecting title to the Common Property.
- c. Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system cable television, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association, or the designee of either may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any utility or service. Should any party furnishing any such utility

or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement.

- d. Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association but shall not authorize entry into any single-family dwelling without permission of the Owner.
- e. Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.
- f. Easement for Entity Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described on the recorded Neighborhood plats for the community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.
- g. Easement for Drainage. There is hereby reserved to the Declarant and granted to the Association and each approved builder a blanket easement across all Lots for creating and maintaining satisfactory storm water drain get in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. This easement shall include the right to construct and maintain catch basins; retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water runoff across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, the Association or any builder or Owner constructing according to plans and specifications approved under Article 6 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

- h. Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws; Articles of Incorporation, use restrictions, rules and regulations, architectural guidelines, and amendments thereto, Declarant reserves an easement across the Community for Declarant and any approved builder to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and such approved builder's Neighborhood, construction, and sales activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant or such approved builder, including, but not limited to: the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way at street intersections within the Community; the right to access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any approved builder may use residences, offices or other buildings owned or leased by Declarant or such approved builder as model residences and sales offices and may also use Community recreational facilities as a sales office without charge. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as herein provided.
- i. Entry by Golfers. Each Lot which is adjacent to any golf course constituting a part of, or managed by, River North Country Club shall be subject to the right and easement on the part of authorized golf course players and their caddies playing golf on any such golf course to enter upon the unimproved portion of any such Lot to remove a golf ball, subject to the official rules of such golf course, with such entering not to be deemed a trespass. Golf course players or their caddies shall not be entitled to enter upon any such Lot with a golf cart or other vehicle. There shall also exist for the benefit of the owner of River North Country Club and persons using any such golf course a general easement over each Lot to permit the doing of every act necessary, proper and convenient to the playing of golf on the portion of such golf course adjacent to such Lot, including the flight of golf balls over and upon such Lot, the use of necessary and usual equipment upon such golf course, usual and common noise level created by the playing of golf, and all normal and usual activities associated with the operation and enjoyment of a golf course.

Article 12
Golf Course and Country Club

- a. **General.** A private golf course and country club exists within to the Community and is known as River North Country Club. The Members of the Association have no ownership interest, proprietary interest, beneficial interest, or other vested interest in the golf course and country club (club) and have no rights to enter or use the club by virtue of being a member of the Association or Owner of any property in the Community.
- b. **Ownership and Operation of Golf Course and Country Club.** No representatives or warranties have been or are made by the Declarant about the continuing existence, ownership, or operation of the club. Further, the ownership and operation of the club is separate and distinct from the Association and may change at any time and from time to time, without the consent of the Association or any Owner.
- c. **Right to Use.** Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the club. Rights to use the club will be granted to such Persons, and on such terms and conditions, as may be determined from time to time by the owner of the club. This Declaration does not restrict the right of the owner or operator of the club to amend or waive the terms and conditions of use of the club.
- d. **View Impairment.** Neither the Declarant nor the Association guarantees or represents that any view over and across the club from Lots will be preserved without impairment. The operator of the club has the right, in its sole and absolute discretion, to add trees and other landscaping to the club property from time to time. In addition, the owner of the club may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways, and greens from time to time.
- e. **Assumption of Risk.** Each Owner, by purchase of property within the Community, acknowledges the inherent dangers associated with owning property in proximity to a club and hereby assumes all risks of personal injury or property damage caused by maintenance, operation, and use of the club, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around or before sunrise or after sunset); (b) noise caused by golfers; (c) use of pesticides, herbicides, and fertilizers; (d) view restrictions caused by maturation of trees and shrubbery, the construction or regrading of the club; (e) use of effluent in the irrigation of the club; (f) reduction in privacy caused by golf traffic at the club or the removal of pruning of shrubbery or trees on the club; (g) errant golf balls; and (h) design or redesign of the club. Each Owner agrees that neither Declarant, the Association, or their respective successors, successors-in-title, or assigns, or any officer, director, or member of any of the foregoing shall be liable to any Owner for any loss, injury, or damage arising out of the existence, use or operation of the club.

Article 13
Use of Recreational Facilities by Nonmembers

- a. **Rights Reserved by Declarant.** Declarant shall have the right to grant to Persons who are not members of the Association the right to use any Community recreational facilities. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. The Declarant may grant nonmember use rights to individuals on a nonrenewable annual basis or as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. Nonmember user fees shall be paid to the Association. Unless otherwise provided by the Board of Directors, such fees shall be paid in annual installments. The amount of such payments may be increased each year by the Board so long as the annual fee does not exceed the annual general assessment levied against members of the Association. Any use right granted to nonmembers which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.
- b. **Right and Easement of Use.** Declarant hereby expressly reserves unto itself, its successors and assigns a nonexclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the above described recreational facilities, without obligation and without further charge to the foregoing; for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above-described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under and across the Community roads, parking areas, and walkways.
- c. **Right of Association to Grant Nonmember Use Rights.** The Association shall be entitled to grant nonmember use rights to the same extent as the Declarant could previously grant under this Article.

Article 14
General Provisions

- a. **Enforcement.** Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended, or modified from time to time, and with the covenants, conditions, easements, and restrictions set forth in this Declaration, the recorded Neighborhood plats for the Community and in the deed to such Owner's Lot, if any. In the event of a breach, the Board of Directors may impose fines or other sanctions for violations of the foregoing. which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or

injunctive relief or both, maintainable by the Association, the Declarant, or an aggrieved Owner. Failure by the Declarant, the Association, or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules, and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

- b. Cameras. The Board of Directors shall have the authority to place cameras within the neighborhood to ensure the safety and security of all residents. These cameras must be directed in common areas, including, but not limited to gates, roads, clubhouses, and water features within the Association. These cameras may also monitor speed of vehicles within the neighborhood. The access to the videos by the cameras will be for the Board of Directors only, unless it becomes necessary to involve law enforcement officials to review the footage.
- c. Occupants Bound All provisions of the Declaration, Bylaws, rules, and regulations use restrictions and design guidelines which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for ensuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules, and regulations, use restrictions and design guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.
- d. Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with the bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land 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, after which time, any such provision shall be automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, files), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate the same; or (b) extended, renewed, modified, or terminated as otherwise provided herein or by applicable laws.
- e. Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and Declarant no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; or (b) the date of recording by Declarant in the public real estate records of each county

where this Declaration is recorded, of a written instrument tenanting all of Declarant's rights hereunder.

- f. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) 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 there with; (b) 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; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Neighborhood and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder or shall it adversely affect title to any Lot without the consent of the affected Owner. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by, and complying thereafter with, the provisions of the Georgia Property Owner's Association Act, O.C.G.A § 44-3-220 *et seq.* In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of the Owners of at least two-thirds of the Lots and the consent of Declarant. Amendments to this Declaration shall become effective upon the recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained.
- g. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable:
- h. 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.

- i. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation of construction which, in the opinion of the Directors of the Association, will best affect the intent of the general plan of the Neighborhood. The provisions hereof shall be liberally interpreted and, if necessary, they shall be extended or enlarged by implication as to make them effective.
- j. No Merger. There shall be no merger of any of the covenants, conditions, restrictions, or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions, or easements and no such merger shall occur unless and until Declarant, while owning all the estate or interests shall execute a written statement or instrument.
- k. No Right of First Refusal. The right of a Lot Owner to sell, transfer, or otherwise convey his Lot shall not be subject to a right of first refusal or any similar restriction in favor of the Association.
- l. Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing and shall be addressed to an Owner at the address of the Lot and to the Declarant or the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by private courier service; The time in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or the date of receipt shown on the return receipt Rejection or other refusal to accept or the inability to deliver. Because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.
- m. Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by an officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake if judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former

officer, director, or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such coverage is reasonably available.

- n. Agreements. Subject to the prior approval of Declarant all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs; legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.
- o. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of Neighborhood for the Community.
- p. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent of the Declarant. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) (b) the imposition and collection of assessments provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.
- q. Arbitration. Except as provided below, any controversy arising under this Declaration between the Association, the Declarant and any Owner or Occupant shall be submitted to binding arbitration pursuant to the provisions of O.C.G.A. sections 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of said Arbitration Code as to any controversy so submitted to arbitration. The following matters shall not require mandatory arbitration: (a) any suit by the Association against an Owner to collect assessments as provided in this Declaration; and (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary to maintain the status quo and/or preserve the Association's ability to enforce any provision of this Declaration.

Article 15

Neighborhood Specific Covenants

- a. River Summit. Notwithstanding the provisions of Article 8(a) above, a Lot Owner in River Summit 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, and 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 Nuisance rules above; and (iv) so long as Lot Owner does not have more the one (1) horse per acre of the total acreage of the Lot.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the day and year first above written.

DIRECTOR

Sworn to and subscribed before me
this ___ day of _____, 2023.

WITNESS

NOTARY PUBLIC
My Commission Expires:

DIRECTOR

Sworn to and subscribed before me
this ___ day of _____, 2023.

WITNESS

NOTARY PUBLIC
My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

DIRECTOR

Sworn to and subscribed before me
this ___ day of _____, 2023.

WITNESS

NOTARY PUBLIC
My Commission Expires:

DIRECTOR

Sworn to and subscribed before me
this ___ day of _____, 2023.

WITNESS

NOTARY PUBLIC
My Commission Expires: