

1261 PG 0840

TROUP COUNTY, GEORGIA  
COURT CLERK'S OFFICE

2005 JUL -7 PM 1:35

CLERK OF SUPERIOR COURT

0166  
yeh  
After recording please return to:  
Thornton & Graham, P.C.  
200 Church Street  
LaGrange, Georgia 30240

STATE OF GEORGIA  
COUNTY OF TROUP

COVENANTS AND RESTRICTIONS FOR  
THE BLUFFS AT RIVER CLUB  
PROPERTY OF  
RIVER CLUB PARTNERS, LLC

PLAT RECORDED IN PLAT BOOK 20D, PAGE 136,  
TROUP COUNTY, GEORGIA RECORDS

Whereas, these Covenants and Restrictions (the "Covenants") are to run with the land and are hereby imposed by River Club Partners, LLC (the "Developer") on each of the Lots known as Lots 32, 33, 34, 35 and 36 of The River Club-Section One (the "Subdivision"), as said Lots are shown on the above referenced plat of survey (the "Subdivision Plat"); and

WHEREAS, the Subdivision is currently subject to those certain Covenants and Restrictions for The River Club, recorded in Deed Book 1261, Page 805, Troup County, Georgia deed records (hereinafter the "River Club Covenants"): However, no provisions found herein should be construed to relieve the owner of any Lot in the Subdivision of any right or obligation provided for in the River Club Covenants; and

WHEREAS, the undersigned desires to place, in addition to the River Club Covenants, additional covenants and restrictions upon the Subdivision in order to ensure that the aesthetic beauty and quality of construction conform to the standards of the area and to preserve and protect the integrity of the Subdivision and property values thereof.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in the Subdivision, the Developer does hereby

impose the following protective and/or restrictive covenants which shall be applicable to the property in the Subdivision.

1. No residence shall be erected on any Lot in the Subdivision with a heated area of less than 2,800 square feet exclusive of basements, porches and garages.

2 (a). The Developer is the owner of the private drive known as The Bluffs, which is more particularly described on the Subdivision Plat. The Developer hereby grants and conveys to each purchaser of a Lot in the Subdivision a nonexclusive perpetual easement for the purposes of ingress, egress, and regress and utility purposes over, through and across The Bluffs, as well as an undivided interest in the property contained within such private drive. Said easement is granted as an appurtenance to said Lot. The Bluffs shall not be dedicated to Troup County unless such dedication is in writing and is accepted in writing by Troup County. None of Developer, any owner of a Lot or the POA (as hereafter defined) shall have the right to make an implied dedication of The Bluffs to Troup County.

(b) The cost of maintaining the private drive shall be shared equally by the owners of the Lots which adjoin the private drive excluding the Developer. The cost of maintaining the private drive shall include the cost of engineering, surveying, paving, repaving, and patching the private drive bed, approaches and drainage ditches as required to maintain access to both pedestrians and vehicular traffic across and to all Lots served by said private drive.

3. The Developer has conveyed to the POA (as hereafter defined) ownership of the gate and sign located at the intersection of The Bluffs and River Club Drive. The cost of maintaining the gate and sign and the cost of the utilities associated with maintenance of the same shall be shared equally by the owners of the Lots in the Subdivision.

4 (a). The owner of each Lot shall be a member of The Bluffs at River Club Property Owners Association, Inc. (hereinafter the "POA").

(b) Each owner of any Lot by acceptance of a deed transfer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the POA: (i) an annual assessment of at least \$250 per Lot for the express purpose of repairing and/or maintaining the private drive which abuts the owner's Lot and repairing and/or maintaining the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same, and (ii) special assessments for the purpose of defraying, in whole or in part, the cost of any repair and/or maintenance of the private drive which abuts the owner's Lot or the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien upon the Lot and the personal obligation of the owner of the Lot at the time the assessment is made.

(c) Until January 1 of the year immediately following the conveyance of the first Lot in the Subdivision by the Developer, the annual assessment shall be \$250 per Lot.

1261PG0841

(d) Any assessment not paid within 30 days of the date it is due shall bear interest from the due date at a rate of 12% per annum. The POA may bring an action at law or in equity against the Owner of the Lot or foreclose the lien against the Lot. The POA shall be entitled to reasonable attorney fees if any annual or special assessment is collected by or through an attorney at law.

5. Notwithstanding anything to the contrary contained herein, these Covenants shall not be construed so as to require Developer to pay any assessment or to require Developer to fund any portion of the Association's expenses. However, Developer, at its option, may agree to fund all or a portion of the Association's expenses from time to time.

6. This Agreement constitutes a mutual Covenant running with the land and all successive, future owners shall have the same right to evoke and enforce the provisions of this Agreement as the original signers hereto. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives and assigns.

This 25 day of May, 2005.

River Club Partners, LLC

By: [Signature]  
Title: Member

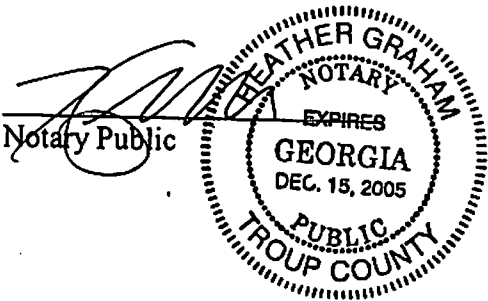
By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

Signed, Sealed and Delivered in the presence of:

[Signature]  
Unofficial Witness



[Signature]  
Notary Public

TROUP COUNTY, GEORGIA  
CLERK OF SUPERIOR COURT

2005 JUN -7 PM 1:35

CLERK OF SUPERIOR COURT

1167  
After recording please return to:  
Thornton & Graham, P.C.  
200 Church Street  
LaGrange, Georgia 30240

STATE OF GEORGIA  
COUNTY OF TROUP

COVENANTS AND RESTRICTIONS FOR  
THE RESERVE AT RIVER CLUB  
PROPERTY OF  
RIVER CLUB PARTNERS, LLC

PLAT RECORDED IN PLAT BOOK 200, PAGE 137,  
TROUP COUNTY, GEORGIA RECORDS

Whereas, these Covenants and Restrictions (the "Covenants") are to run with the land and are hereby imposed by River Club Partners, LLC (the "Developer") on each of the Lots known as Lots 45, 46, 47, 48 and 49 of The River Club-Section One (the "Subdivision"), as said Lots are shown on the above referenced plat of survey (the "Subdivision Plat"); and

WHEREAS, the Subdivision is currently subject to those certain Covenants and Restrictions for The River Club, recorded in Deed Book 1261, Page 805, Troup County, Georgia deed records (hereinafter the "River Club Covenants"). However, no provisions found herein should be construed to relieve the owner of any Lot in the Subdivision of any right or obligation provided for in the River Club Covenants; and

WHEREAS, the undersigned desires to place, in addition to the River Club Covenants, additional covenants and restrictions upon the Subdivision in order to ensure that the aesthetic beauty and quality of construction conform to the standards of the area and to preserve and protect the integrity of the Subdivision and property values thereof.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in the Subdivision, the Developer does hereby

1261 PG 0843

impose the following protective and/or restrictive covenants which shall be applicable to the property in the Subdivision.

1. No residence shall be erected on any Lot in the Subdivision with a heated area of less than 2,800 square feet exclusive of basements, porches and garages.

2 (a). The Developer is the owner of the private drive known as The Reserve, which is more particularly described on the Subdivision Plat. The Developer hereby grants and conveys to each purchaser of a Lot in the Subdivision a nonexclusive perpetual easement for the purposes of ingress, egress, and regress and utility purposes over, through and across The Reserve, as well as an undivided interest in the property contained within such private drive. Said easement is granted as an appurtenance to said Lot. The Reserve shall not be dedicated to Troup County unless such dedication is in writing and is accepted in writing by Troup County. None of Developer, any owner of a Lot or the POA (as hereafter defined) shall have the right to make an implied dedication of The Reserve to Troup County.

(b) The cost of maintaining the private drive shall be shared equally by the owners of the Lots which adjoin the private drive excluding the Developer. The cost of maintaining the private drive shall include the cost of engineering, surveying, paving, repaving, and patching the private drive bed, approaches and drainage ditches as required to maintain access to both pedestrians and vehicular traffic across and to all Lots served by said private drive.

3. The Developer has conveyed to the POA (as hereafter defined) ownership of the gate and sign located at the intersection of The Reserve and River Club Drive. The cost of maintaining the gate and sign and the cost of the utilities associated with maintenance of the same shall be shared equally by the owners of the Lots in the Subdivision.

4 (a). The owner of each Lot shall be a member of The Reserve at River Club Property Owners Association, Inc. (hereinafter the "POA").

(b) Each owner of any Lot by acceptance of a deed transfer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the POA: (i) an annual assessment of at least \$250 per Lot for the express purpose of repairing and/or maintaining the private drive which abuts the owner's Lot and repairing and/or maintaining the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same, and (ii) special assessments for the purpose of defraying, in whole or in part, the cost of any repair and/or maintenance of the private drive which abuts the owner's Lot or the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien upon the Lot and the personal obligation of the owner of the Lot at the time the assessment is made.

(c) Until January 1 of the year immediately following the conveyance of the first Lot in the Subdivision by the Developer, the annual assessment shall be \$250 per Lot.

(d) Any assessment not paid within 30 days of the date it is due shall bear interest from the due date at a rate of 12% per annum. The POA may bring an action at law or in equity against the Owner of the Lot or foreclose the lien against the Lot. The POA shall be entitled to reasonable attorney fees if any annual or special assessment is collected by or through an attorney at law.

5. Notwithstanding anything to the contrary contained herein, these Covenants shall not be construed so as to require Developer to pay any assessment or to require Developer to fund any portion of the Association's expenses. However, Developer, at its option, may agree to fund all or a portion of the Association's expenses from time to time.

6. This Agreement constitutes a mutual Covenant running with the land and all successive, future owners shall have the same right to evoke and enforce the provisions of this Agreement as the original signers hereto. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives and assigns.

This 25 day of may, 2005.

River Club Partners, LLC

By: [Signature]  
Title: Member

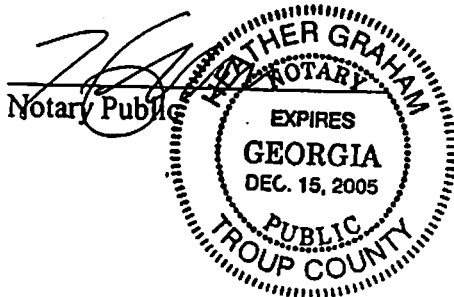
By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Unofficial Witness



1261 PG 0846

TROUP COUNTY, GEORGIA

2005 JUN -7 PM 1:35

JACQUELYN WATSON  
CLERK OF SUPERIOR COURT

0168  
After recording please return to:  
Thornton & Graham, P.C.  
200 Church Street  
LaGrange, Georgia 30240

STATE OF GEORGIA  
COUNTY OF TROUP

COVENANTS AND RESTRICTIONS FOR  
THE STILLWATER AT RIVER CLUB  
PROPERTY OF  
RIVER CLUB PARTNERS, LLC

PLAT RECORDED IN PLAT BOOK 200, PAGE 138,  
TROUP COUNTY, GEORGIA RECORDS

Whereas, these Covenants and Restrictions (the "Covenants") are to run with the land and are hereby imposed by River Club Partners, LLC (the "Developer") on each of the Lots known as Lots 52, 53, 54, 55 and 56 of The River Club-Section Two (the "Subdivision"), as said Lots are shown on the above referenced plat of survey (the "Subdivision Plat"); and

WHEREAS, the Subdivision is currently subject to those certain Covenants and Restrictions for The River Club, recorded in Deed Book 1261, Page 805, Troup County, Georgia deed records (hereinafter the "River Club Covenants"). However, no provisions found herein should be construed to relieve the owner of any Lot in the Subdivision of any right or obligation provided for in the River Club Covenants; and

WHEREAS, the undersigned desires to place, in addition to the River Club Covenants, additional covenants and restrictions upon the Subdivision in order to ensure that the aesthetic beauty and quality of construction conform to the standards of the area and to preserve and protect the integrity of the Subdivision and property values thereof.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in the Subdivision, the Developer does hereby

impose the following protective and/or restrictive covenants which shall be applicable to the property in the Subdivision.

1. No residence shall be erected on any Lot in the Subdivision with a heated area of less than 2,800 square feet exclusive of basements, porches and garages.

2 (a). The Developer is the owner of the private drive known as The Stillwater, which is more particularly described on the Subdivision Plat. The Developer hereby grants and conveys to each purchaser of a Lot in the Subdivision a nonexclusive perpetual easement for the purposes of ingress, egress, and regress and utility purposes over, through and across The Stillwater, as well as an undivided interest in the property contained within such private drive. Said easement is granted as an appurtenance to said Lot. The Stillwater shall not be dedicated to Troup County unless such dedication is in writing and is accepted in writing by Troup County. None of Developer, any owner of a Lot or the POA (as hereafter defined) shall have the right to make an implied dedication of The Stillwater to Troup County.

(b) The cost of maintaining the private drive shall be shared equally by the owners of the Lots which adjoin the private drive excluding the Developer. The cost of maintaining the private drive shall include the cost of engineering, surveying, paving, repaving, and patching the road bed, approaches and drainage ditches as required to maintain access to both pedestrians and vehicular traffic across and to all Lots served by said private drive.

3. The Developer has conveyed to the POA (as hereafter defined) ownership of the gate and sign located at the intersection of The Stillwater and River Club Drive. The cost of maintaining the gate and sign and the cost of the utilities associated with maintenance of the same shall be shared equally by the owners of the Lots in the Subdivision.

4 (a). The owner of each Lot shall be a member of The Stillwater at River Club Property Owners Association, Inc. (hereinafter the "POA").

(b) Each owner of any Lot by acceptance of a deed transfer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the POA: (i) an annual assessment of at least \$250 per Lot for the express purpose of repairing and/or maintaining the private drive which abuts the owner's Lot and repairing and/or maintaining the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same, and (ii) special assessments for the purpose of defraying, in whole or in part, the cost of any repair and/or maintenance of the private drive which abuts the owner's Lot or the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien upon the Lot and the personal obligation of the owner of the Lot at the time the assessment is made.

(c) Until January 1 of the year immediately following the conveyance of the first Lot in the Subdivision by the Developer, the annual assessment shall be \$250 per Lot.

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(d) Any assessment not paid within 30 days of the date it is due shall bear interest from the due date at a rate of 12% per annum. The POA may bring an action at law or in equity against the Owner of the Lot or foreclose the lien against the Lot. The POA shall be entitled to reasonable attorney fees if any annual or special assessment is collected by or through an attorney at law.

5. Notwithstanding anything to the contrary contained herein, these Covenants shall not be construed so as to require Developer to pay any assessment or to require Developer to fund any portion of the Association's expenses. However, Developer, at its option, may agree to fund all or a portion of the Association's expenses from time to time.

6. This Agreement constitutes a mutual Covenant running with the land and all successive, future owners shall have the same right to evoke and enforce the provisions of this Agreement as the original signers hereto. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives and assigns.

This 25 day of May, 2005.

River Club Partners, LLC

By: [Signature]  
Title: Member

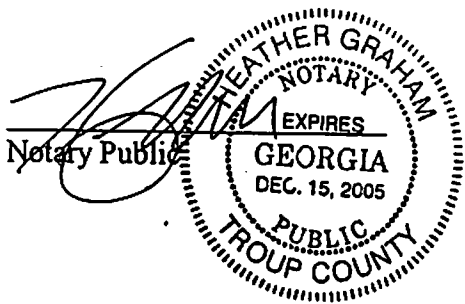
By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

By: [Signature]  
Title: Member

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Unofficial Witness



TROUP COUNTY, GEORGIA  
CLERK OF SUPERIOR COURT

2006 JUN -2 PM 4:07

JACQUELYN TAYLOR  
CLERK OF SUPERIOR COURT

2363

AFTER RECORDING RETURN TO:  
Thornton & Graham, P.C.  
200 Church Street  
LaGrange, Georgia 30240

STATE OF GEORGIA  
COUNTY OF TROUP

RE: Covenants and Restrictions recorded in Deed Book 1261, Page 805 et seq., Troup  
County, Georgia records.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE RIVER CLUB-SECTION ONE, THE RIVER CLUB-SECTION  
TWO AND THE RIVER CLUB- SECTION THREE"**

WHEREAS, the undersigned is the Developer of The River Club-Section One, The  
River Club-Section Two and The River Club-Section Three (the "Subdivision") as shown on  
those certain plats of survey recorded in Plat Book 20D, Pages 132-140, Troup County, Georgia  
records (the "Subdivision Plats"); and

WHEREAS, the Covenants and Restrictions for the Subdivision are recorded in Deed  
Book 1261, Pages 805-839, Troup County, Georgia records (the "Covenants"); and

WHEREAS, Article II, Section 3 of the Covenants allows the Developer to add additional  
real estate to the scheme of the Subdivision; and

WHEREAS, the Developer desires to add that certain real estate more particularly  
described on the attached Exhibit "A" to the scheme of the Subdivision.

NOW THEREFORE, for and in consideration of the benefits which shall inure to the  
undersigned and other good and valuable consideration the receipt and sufficiency of which is  
hereby acknowledged, the undersigned hereby supplements the Covenants as follows:

1. Pursuant to the provisions of the Covenants, the undersigned hereby adds that certain  
real estate more particularly described on the attached Exhibit "A" to the scheme of the  
Subdivision.
2. Except as specifically set forth herein, the Covenants shall not be affected hereby and  
shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these amendments on the  
1st day of June, 2006.

RIVER CLUB PARTNERS, LLC

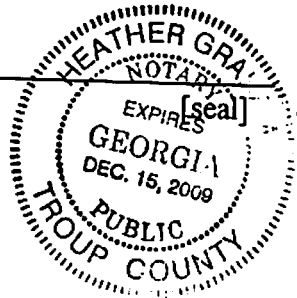
By: [Signature] (Seal)  
Member

Signed, sealed and delivered,  
On June 1, 2006

In the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public



BY 1338 PG 0653

Exhibit "A"

**ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 268 of the 12th Land District of Troup County, Georgia, being more particularly described as The River Club-Section Five, as shown on that certain plat of said subdivision prepared by Camp & Associates Land Surveying, P.C., J. Hugh Camp, GRLS No. 939, dated May 4, 2006, and recorded in Plat Book 200, Pages 182-183, Troup County, Georgia, Records, which plat of said subdivision is incorporated herein and made a part hereof by reference for the purpose of a more complete and accurate description.**

**Note: At the time of execution of this Supplemental Declaration, the plat of The River Club-Section Four has not yet been recorded. The Developer reserves the right to record said plat and to incorporate the property described on said plat into the scheme of the Subdivision.**

TROUP COUNTY, GEORGIA  
FILING OFFICE

2006 JUN -2 PM 4:07

JACKIE W. TAYLOR  
CLERK OF SUPERIOR COURT

365  
14.00  
After recording please return to:  
Thornton & Graham, P.C.  
200 Church Street  
LaGrange, Georgia 30240

STATE OF GEORGIA  
COUNTY OF TROUP

COVENANTS AND RESTRICTIONS FOR  
THE OVERLOOK AT RIVER CLUB  
PROPERTY OF  
RIVER CLUB PARTNERS, LLC

PLAT RECORDED IN PLAT BOOK 20 D, PAGE 182-183  
TROUP COUNTY, GEORGIA RECORDS

Whereas, these Covenants and Restrictions (the "Covenants") are to run with the land and are hereby imposed by River Club Partners, LLC (the "Developer") on each of the Lots known as Lots 71, 72, 73 and 74 of The River Club-Section Five (the "Subdivision"), as said Lots are shown on the above referenced plat of survey (the "Subdivision Plat"); and

WHEREAS, the Subdivision is currently subject to those certain Covenants and Restrictions for The River Club, recorded in Deed Book 1261, Page 805, Troup County, Georgia deed records as amended by Supplemental Declaration recorded in Deed Book 1338, Page 652, Troup County, Georgia records (hereinafter collectively the "River Club Covenants"). However, no provisions found herein should be construed to relieve the owner of any Lot in the Subdivision of any right or obligation provided for in the River Club Covenants; and

WHEREAS, the undersigned desires to place, in addition to the River Club Covenants, additional covenants and restrictions upon the Subdivision in order to ensure that the aesthetic beauty and quality of construction conform to the standards of the area and to preserve and protect the integrity of the Subdivision and property values thereof.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the

PK 1338 PG 0655

present and future owners of the property included in the Subdivision, the Developer does hereby impose the following protective and/or restrictive covenants which shall be applicable to the property in the Subdivision.

1. No residence shall be erected on any Lot in the Subdivision with a heated area of less than 2,800 square feet exclusive of basements, porches and garages.

2 (a). The Developer is the owner of the road known as The Overlook, which is more particularly described on the Subdivision Plat. The Developer hereby grants and conveys to each purchaser of a Lot in the Subdivision a nonexclusive perpetual easement for the purposes of ingress, egress, and regress and utility purposes over, through and across The Overlook, as well as an undivided interest in the property contained within such road. Said easement is granted as an appurtenance to said Lot. The Overlook shall not be dedicated to Troup County unless such dedication is in writing and is accepted in writing by Troup County. None of Developer, any owner of a Lot or the POA (as hereafter defined) shall have the right to make an implied dedication of The Overlook to Troup County.

(b) The cost of maintaining the easement area shall be shared equally by the owners of the Lots which adjoin the road. The cost of maintaining the easement shall include the cost of engineering, surveying, paving, repaving, and patching the road bed, approaches and drainage ditches as required to maintain access to both pedestrians and vehicular traffic across and to all Lots served by said road.

3. The Developer has conveyed to the POA (as hereafter defined) ownership of the gate and sign located at the intersection of The Overlook and Willow Pointe Drive. The cost of maintaining the gate and sign and the cost of the utilities associated with maintenance of the same shall be shared equally by the owners of the Lots in the Subdivision.

4 (a). The owner of each Lot shall be a member of The Overlook at River Club Property Owners Association, Inc. (hereinafter the "POA").

(b) The Developer, for each Lot owned within the Subdivision, hereby covenants, and each owner of any Lot by acceptance of a deed transfer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the POA: (i) an annual assessment of at least \$200 per Lot for the express purpose of repairing and/or maintaining the road which abuts the owner's Lot and repairing and/or maintaining the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same, and (ii) special assessments for the purpose of defraying, in whole or in part, the cost of any repair and/or maintenance of the road which abuts the owner's Lot or the gate and sign located at the entrance to the Subdivision, including utilities associated with maintenance of the same. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien upon the Lot and the personal obligation of the owner of the Lot at the time the assessment is made.

(c) Until January 1 of the year immediately following the conveyance of the first Lot in the Subdivision by the Developer, the annual assessment shall be \$200 per Lot.

(d) Any assessment not paid within 30 days of the date it is due shall bear interest from the due date at a rate of 12% per annum. The POA may bring an action at law or in equity against the Owner of the Lot or foreclose the lien against the Lot. The POA shall be entitled to reasonable attorney fees if any annual or special assessment is collected by or through an attorney at law.

5. This Agreement constitutes a mutual Covenant running with the land and all successive, future owners shall have the same right to evoke and enforce the provisions of this Agreement as the original signers hereto. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives and assigns.

This ~~19~~ day of June, 2006.

River Club Partners, LLC

By: [Signature]  
Title: Member

Signed, Sealed and Delivered  
in the presence of:  
[Signature]  
Unofficial Witness

[Signature]  
Notary Public



BK 1338 PG 0657