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

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

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expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been such an Officer or Director, or any settlement thereof, whether or not he or she is such an Officer or Director at the time such expenses and liabilities are incurred, except in such cases wherein the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties.

Section 6. Directors and Officers Liability Insurance. The Board of Directors of the Association shall have the authority to and may obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it may deem appropriate under the circumstances. The premiums for such insurance shall be an expense to be paid by the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided for in Section 8 of this Article V, Each Owner shall by acceptance of a deed, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth herein, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment first became due and payable. In the case of co-ownership of such Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. Should the Association employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the acquisition, improvement, maintenance and operation of the

Association Properties and payment for services which the Association is authorized to provide which shall include, but shall not limited to payment for:

(a) Improvement, maintenance and repair of Association Properties;

(b) Water, garbage pickup, electrical, gas, telephone and other necessary utility services for the Association Properties;

(c) Maintenance and repair of all landscaping, whether softscape or hardscape, storm drains, drainage easements, parks, and easements shown on plat or plats of the Properties which are recorded in the office of the Clerk of the Superior Court of Troup County, Georgia.

(d) Fire insurance covering the full insurable replacement value of all improvements located on the Association Properties, if any, with extended coverage.

(e) Liability insurance insuring the Association and its Board of Directors, as well as each Director and Officer in their individual capacity, against any and all liability to the public, to any Owner, or to the licensees, invitees, or tenants of any Owner arising out of their occupation and /or use of the Association Properties. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(f) Workers Compensation insurance to the extent necessary to comply with Georgia law.

(g) Any other insurance deemed necessary by the Board of Directors of the Association.

(h) Acquisition of furniture, furnishings and equipment necessary for proper use of the Association Properties as may be determined in the discretion of the Board of Directors of the Association.

(i) Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, including payment of principal, interest and any other charges connected with loans made to or assumed by the Association, which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of

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the Association Properties, for the benefit of the Owners, or for the enforcement of the provisions of this Declaration.

(j) Establishment and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Association or its Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

Section 3. Annual Assessments. Beginning January 1, 2006, the annual assessment shall be $450.00 per Lot, payable annually on January 15th. From and after January 1, 2006, the maximum annual assessment for any succeeding year shall not increase by more than ten percent (10%) of the amount of the assessment for the preceding year unless such increase by more than 10% over the preceding year's assessment shall have the assent of at least two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Association's Board of Directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board of Directors of the Association that the amount assessed will not be sufficient, the Board of Directors of the Association shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one calendar year exceed the applicable maximum without Member approval as provided hereinabove. Should the Board of Directors of the Association fail to fix the annual assessment for any particular year, the prior year's assessment shall be continued automatically until such time as the Board of Directors of the Association shall act.

Section 4. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association's Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Association Properties; unexpected maintenance, repair or replacement of the Association Properties

Member's Lot.

If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights of the delinquent Member and may suspend the delinquent Member's right to enter onto or otherwise make use of the Association Properties until such time as the delinquent assessment and all fees and charges associated with such delinquent assessment are paid in full to 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 charge and lien on such Member's Lot in favor of the Association.

Section 7. Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien of any Mortgage placed on the Lot subject to assessment 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 such mortgage is filed for record have been paid. The lien hereby subordinated is only subordinated as such lien relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such Mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot of his or her personal obligation to pay all assessments and charges coming due at a time when he or she is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a Mortgage or such Mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation, or relieve such Lot or the then Owner of such Lot from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the any and all assessments, charges and liens created herein: (a) all properties to

the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and (b) all Association Properties; (c) all property located within the private drives referred to as the Bluffs and The Reserve as shown on the plat recorded in Plat Book 20D, Pages 136 and 137, Troup County, Georgia records and the private drive referred to as the Stillwater as shown on the plat recorded in Plat Book 20D, Page 138, Troup County, Georgia records; and (d) all property owned by the Declarant. Notwithstanding the foregoing, Declarant, at its option, may agree to fund all or a portion of the Association's expenses from time to time. However, nothing contained in this Declaration shall be construed so as to require Declarant to pay any assessment or to require Declarant to fund any portion of the Association's expenses.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. All Lots and all improvements located thereon shall be maintained and kept in an attractive manner. In addition to maintenance upon the Association Properties, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including, but not limited to, painting, repairing, caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements; provided, however, that ten (10) days written notice in the form of registered mail to the Owner's last known address must first be given to the Owner of any such Lot or Lots in need of such clean-up and / or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance as set forth in Section 1 hereof shall be assessed against the Lot or Lots upon which such maintenance is performed, or, in the opinion of the Board of Directors of the Association, against the Lot or Lots benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments.

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Any exterior maintenance assessment shall be a lein on the Lot or Lots and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose of the ACC. There is hereby created the Architectural Control Committee of the River Club at West Point Lake Property Owners Association, Inc. for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The ACC shall adopt and promulgate from time to time reasonable Architectural Guidelines and Design Standards and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with said Architectural Guidelines and Design Standards of plans and specifications submitted to the ACC for approval pursuant to the provisions of this Declaration. A copy of any Architectural Guidelines and Design Standards adopted or promulgated by the ACC shall be delivered to each Member of the Association within 30 days of the date of the adoption of any such guideline or standard.

Section 2. Approval Required. No building, dwelling, house, fence, wall, porte cochere, swimming pool, television/sattelite dish, or other related structure, except those constructed by the Declarant, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change in or alteration of any of said structures be made until two sets of complete final plans and specifications showing the nature, kind, shape, height, size, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof, landscape plan including tree removal, and ground restabilization plan and the names of the builder or general contractor have been submitted to and approved in writing by the ACC as to harmony of exterior design and general quality with the existing standards of the Properties and as to location in relation to surrounding structures and topography. Any substantial changes in any proposed construction, or any additions thereto which might be desired after initial approval by the ACC, must be resubmitted to the ACC for approval or rejection in accordance with the procedures set forth herein prior to construction of any such changes or additions.

Section 3. Power of Disapproval. The ACC may refuse to grant approval of any application when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration or any Architectural Guidelines and Design Standards adopted by the ACC.

(b) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

(c) All, or any part, of the material submitted falsely represents the intentions of Owner and was submitted only for the sole purpose of obtaining approval.

(d) The proposed improvement, or any part thereof, would in the opinion of the ACC be contrary to the interests, welfare or rights of all or any part of the Owners.

Section 4. Power to Grant Variances. The ACC may allow reasonable variances or adjustments to these Declarations where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration, and no variance or adjustment shall be granted which is materially detrimental or injurious to the Declarant, any Owner or any Member.

Section 5. Fees. The ACC shall be authorized to charge a reasonable fee for the consideration of plans and specifications submitted for approval, such fee shall be in that amount charged to the ACC by any professional person employed by the ACC to review such plans and specifications to determine whether such are in compliance with the provisions of this Declaration or any Architectural Guidelines and Design Standards adopted by the ACC.

Section 6. Composition of the ACC ; Vacancies; Quorum and Meetings. The ACC shall be composed of no less than three (3) individuals to serve at the pleasure of the Board of Directors of the Association. The initial members of the ACC shall be Alynda Jones, Richard L. Daniel, Jr. and Joe D. Hamilton. Each initial member of the ACC shall be appointed for a term expiring December 31, 2005. Thereafter, each member of the ACC shall be appointed for a calendar year term. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause

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by the Declarant or the Board of Directors of the Association. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other Officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The ACC shall hold meetings as often as may be established by the ACC in order to carry out its duties. Meetings may be called by the Chairman and shall be called by the Chairman by written request of the majority of the members of the ACC then in office. Meetings of the ACC shall be held at such time and at such place as the ACC shall from time to time specify. Notice of each meeting of the ACC shall be given to each member thereof in such manner and in accordance with such procedures for giving notice as may be established from time to time by the ACC at a meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. A majority of members of the ACC shall constitute a decision of the ACC. Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Architectural Guidelines and Design Standards. The unanimous action of the two (2) or more members with respect to matters specified shall be final and binding upon the ACC and upon any applicant for an approval. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor.

Section 7. Duties of ACC. The ACC shall approve or disapprove any application within sixty (60) days after all information required by the ACC shall have been submitted to it. Should the ACC fail to act within the specified time, the Owner's plans shall be deemed to have been approved by the ACC. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval. The applicant may, within ten (10) days after receipt of notice of any decision which the applicant deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of

the ACC with respect to such matter shall be final and binding. One copy of all submitted material, whether approved or disapproved, shall be retained by the ACC for its permanent files. The ACC shall maintain records of all business transactions and proceedings and shall make such records available at reasonable places and times for inspection by Members of the Association.

Section 8. Waiver. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE DECLARANT, THE ACC, ITS DESIGNEE, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ACC, THE ACC'S DESIGNEE, 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 OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WI LL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ACC, THE ACC'S DESIGNEE, 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 JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF 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.

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ARTICLE VIII

PROTECTIVE COVENANTS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and related accessory structures.

Section 2. Subdivision and Consolidation of Lots. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot as aforesaid, which results in the division of more than ten (10%) percent of any one Lot, the obligation for Association expenses shall become attributable and chargeable to the contiguous Lot or Lots, and the Owner or Owners thereof, to and with which all or portions of the divided or subdivided Lot or Lots become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration (with the exception of assessments) shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed, or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat or plats of the Properties.

Section 3. Approved Builder. Only builders approved by the ACC shall be permitted to build on any Lot. All approved builders shall hold a current General Contractor's license in the State of Georgia and shall have held a General Contractor's license in either the State of Georgia or another state for the three most recent consecutive years. No Owner, acting as his or her own General Contractor, will be permitted to build on any Lot, except those who have fulfilled the above criteria and any other criteria established by the ACC. No work shall be commenced on any Lot without ACC approval of the builder.

Section 4. Dwelling Size. For a one level dwelling (excluding any basement level), the floor area of the main structure of any dwelling located on any Lot exclusive of porches, garages and basements, shall not be less than 2,500 square feet of heated and cooled area using outside dimensions. For a dwelling with two levels (excluding any basement level) the floor area of the main level of the structure exclusive of porches, garages and basements, shall not be less than 2,000 square feet of heated and cooled area using outside dimensions, with total combined square

footage of not less than 2,500 square feet of heated and cooled area on the above ground levels. No structure shall be erected with more than two levels above ground plus an underground basement level.

Section 5. Structure Location. No structure shall be located on any Lot nearer to the front building line or nearer to the side street line than the minimum building setback lines shown on the plats of survey referred to in Exhibit "A"; provided however that in the sole discretion of the ACC, this requirement may be waived or modified by the ACC due to the topography of the Lot, Lot depth, soil conditions, or other similar conditions or matters. Eaves, steps and open uncovered terraces shall not be considered structures for the purpose of this Section. No structure shall be placed on a Lot until approval for its location has been obtained from ACC.

Section 6. Construction Entrances. Construction entrances for ingress and egress onto any public right of way or private drive during construction shall be installed pursuant to any requirements of Troup County. Prior to the commencement of construction on any Lot, a construction entrance must be installed and must be maintained until such time as a driveway is poured. Owner must remove any mud, dirt or other debris which flows onto the sidewalks or the street in a timely manner.

Section 7. Driveways. All driveways shall be constructed and completed before the commencement of occupancy and shall be built in accordance with the plans and specifications approved by the ACC. All driveways shall be constructed of poured in place concrete and shall be a minimum of 10 feet in width and shall not be located nearer than 5 feet to the side property line of the Lot on which it is built.

Section 8. Fences. No fence shall be erected, placed, altered or allowed to remain on any Lot, except as may be approved by the ACC. No chain link or other types of metal fencing will be allowed except what may be approved by the ACC. Any fence erected on any Lot must be constructed of material, color and detailing which are compatible with the dwelling located on the Lot and associated site elements. In no event, will any fence be approved which is located in the front if any dwelling.

Section 9. Walls. No wall shall be erected, placed, altered or allowed to remain on any Lot, except as may be approved by the ACC. No wall shall be constructed or permitted to remain upon any Lot that is greater than five feet tall or is constructed of poured concrete, concrete block, concrete

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brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided the style, location, height and material have been approved by the ACC.

Section 10. Drainage and Utility Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television shall be reserved as shown on any recorded plat or survey of any part of the Properties or as described in any recorded instrument regarding any part of the Properties. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over and under the ground to erect, maintain, and use electric, television and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for other public conveniences or utilities on, in or over the ten (10) feet along the front, rear and each side line of each Lot. Within these easements, no structure, planting other material shall be placed or permitted to remain which may damage, interfere with, impede, or change the direction of flow of drainage facilities in the easements. The easement area shown on each Lot and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easement, reservation or right-of-way, and such easements, reservations and right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns of the right to use and enjoy the same non-exclusive easements, for the benefit of additional real estate owned or later acquired by Declarant located or real estate contiguous to the Properties. The Declarant and the Association, through their duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 11. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No garage apartment shall be erected on any Lot prior to the completion of a dwelling on a Lot.

Section 12. Simultaneous Construction. No children's playhouses, drives, walks, fences or walls shall be placed, erected, constructed, or moved onto any Lot prior to the erection or

construction of a permanent dwelling thereon; provided, however, that such playhouse, drives, walks, fences or walls may be erected and constructed on any such Lot simultaneously and in conjunction with the erection of a permanent dwelling thereon.

Section 13. Diligence in Construction. Every dwelling, house or other structure whose construction or placement on any Lot is begun shall be completed (including final landscaping) within twelve (12) months after the beginning of such construction or placement. In the even that construction and final landscaping is not completed within such time frame, then, the Owner must submit an application to the ACC setting forth a plan for completion of the project and stating a date for such completion. Said application must be submitted with any applicable application fees.

Section 14. Signs. No sign of any kind including, but not limited to, political advertisement, shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale, signs used by a builder to advertise the property during the construction and sales period, and one sign displaying the property Owner's name and/or address as may be approved by the ACC. Notwithstanding anything to the contrary contained herein, the Declarant reserves the right to maintain, until all Lots have been sold, signs of any size advertising Lots for sale.

Section 15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and must not be visible from any street. No garbage containers or loose debris may be placed on or near the street at any time. All Owners must contract with a garbage removal service prescribed by the Association. All garbage shall be removed from the residence from the rear of the residence. During the construction of any structure upon any Lot, the Owner of said Lot shall keep the Lot in a reasonably neat and clean condition. All waste material shall be removed from said Lot in a prompt and efficient manner. If, during construction, Owner's Lot is not kept in a clean and neat condition, upon ten (10) days written notice, the ACC shall have Lot cleaned at Owner's expense.

Section 16. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health as

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well as the Troup County Health Department. Approval of such systems as installed shall be obtained from such authority.

Section 17. Property Appearances. No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected or permitted on any Lot at any time. All fuel tanks, gas tanks or containing tanks of any sort shall be placed underground. All gas and electric meters, heat pumps or other heating or cooling devices shall be placed to the rear of the structures and hidden from view. During case of hardship such devices shall be allowed on the side of the structure but be attractively hidden or screened from view. No plumbing vent shall be visible from the front street and no heating vent shall protrude to the front side of any roof. No window air conditioning units shall be installed on the front of any structure. No skylight or light collecting devices shall be installed on the front on any structure, or visible from the front street.

Section18. Curbs and sidewalks. At the time of construction, the section of curbing and or sidewalk removed for access to the Lot shall be removed from site or moved out of view from the street. At the time the driveway is constructed, the edges of the curb shall be reformed in a consistent manner with other previously modified curbs pursuant to regulations of Troup County and the ACC. Any curb or sidewalk broken or damaged during construction shall be repaired by the Owner.

Section 19. Architectural Style. The architectural style of the structures built on any Lot shall be limited strictly to traditional architecture designs only. The term "traditional" will include, but not be limited to, Georgian, Federal, Colonial, Victorian, Williamsburg, Country French, New England, raised cottage and Louisiana Low Country raised cottage styles of architecture, but will not include modern or contemporary styles of architecture. No construction of any structure shall be permitted, without regard to architectural style, unless the ACC determines, in its sole discretion, that the appearance of such structure will, both as to appearance and quality, be in conformity with, and harmonious with, the appearance and quality of existing structures located on the Properties.

Section 20. Landscaping.

(a) Installation. Landscaping shall be installed as part of the construction process. All foundation plantings and sod per landscape plan submitted must be installed prior to occupancy of the dwelling.

(b) Grass Type. So that there is a consistent type of grass throughout the Properties, all grass shall be sodded and shall be Meyers Zoysia. If within a period of eighteen (18) months after purchase of a Lot from the Declarant, Owner has not commenced construction of a dwelling on the Lot, the Owner will sod the cleared area from the front and side street, if applicable, to the natural wood-line, and maintain the grass as prescribed for finished yards below.

(c) Lawn maintenance. Lawns are to be reasonably maintained. Grass shall at all times be maintained so that it is no higher than four inches (4") tall. Natural areas shall be kept clean and maintained with pine straw, keeping all weeds and vines to a minimum. Owners of vacant lots, prior to construction, shall maintain and keep Lot free of debris and trash. Vacant lots shall not be used to store materials or other personal property.

(d) Trees and Tree Removal. The landscape plan submitted to the ACC for approval shall describe in full detail tree removal for all living and healthy trees larger than three inches (3") in diameter. This restriction is for the preservation of trees either originally on the Lot and for any trees planted during landscaping. Furthermore, any diseased or dead trees must be removed when identified to keep from becoming a hazard.

(e) Artificial Vegetation and Ornamental Castings. No artificial grass, plants or other artificial vegetation or ornamental castings, such as, but not limited to, cast concrete statues shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

Section 21. Antennas and Satellite Dishes. Exterior antennas of any type, including television, radio, or satellite dish antennas, will not be allowed on any Lot at any time, except miniature satellite dish antennas having a diameter of 18" or less may be used, but only after the Owner shall have submitted an application to the ACC for the use of such miniature satellite dish, such application to show the proposed location, which shall not in any case be visible from any street, and showing the proposed color, and shall have received approval form the ACC of the location and color thereof.

Section 22. Mail Boxes and Newspaper Tubes. The Declarant shall select and designate a standard mailbox and post for all Lots, which will be paid for and installed by each Owner. All repairs and replacements shall be consistent in design, size, appearance, color and quality of

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material with the mailbox and post designated by the Declarant unless and until the ACC shall designate another design. The location and placement of mailboxes and posts shall be determined by the United States Postal Service, or other Federal, State or Local agency having authority therefore.

Section 23. Streets. The governmental authority owning the streets may at any time raise or lower the street surfaces and such action on the part of said governmental entity shall in no way be considered as a basis for a claim for damages to the abutting property. Declarant assumes no responsibility for erosion or overflow of natural drains beyond the extent of the street right of way or for the extension of culverts beyond those points shown on the subdivision plat referred to herein.

Section 24. Vehicles. All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved by the ACC or stored in such a manner so as not to be visible from any street. On street regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

Section 25. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept as long as they are confined to the Lot and provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be allowed to roam unleashed in the neighborhood and must be confined within the boundaries of the Lot. No pet shall be allowed to become a nuisance by making excessive noise, which shall include but shall not be limited to barking, howling and growling. All pet fencing and or pens must be approved by the ACC. A site location and plan of structure including type of material and specifications must be submitted to the ACC for approval prior to installation. All enclosed pens shall be completely floored with a concrete slab.

Section 26. Firewood. All firewood, wood and logs shall be stacked and stored in the rear yard and out of view from the street.

Section 27. Trade or Business. No Lot shall be used for the conduct of any trade, business, or profession nor shall any Lot be used for the operation of a boarding or rooming house. Provided however nothing contained herein shall preclude an Owner from using a

portion of his or her dwelling as a "home office".

Section 28. Zoning. No Lot shall be used in such manner as to violate the provisions of zoning regulations.

Section 29. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting or discharge of firearms shall be permitted on a Lot or on any portion of the Association Properties.

Section 30. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 31. Duty to Repair Damaged Improvements. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants contained in this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date on which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Troup County, Georgia. Thereafter, the covenants contained in this Declaration shall be renewed and extended automatically for successive periods of ten years each unless, during the last year of any particular term, an instrument in opposition to any such automatic renewal and extension is signed by at least three-fourths (3/4) of the Owners and recorded in the office of the Clerk of the Superior Court of Troup County, Georgia, in which event this Declaration shall expire at the end of the then current term. Written notice of any proposal not to renew and extend this Declaration shall be given to each Mortgagee whose name and address have theretofore been furnished to the Association together with a written request for

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such notice.

Section 2. Amendments. In addition to amendments that may be made by the Declarant pursuant to Article II, Section 4, during the first five (5) years following the filing of this Declaration, Declarant may also make amendments to this Declaration without the consent of Class "A" members so long as said amendment does not materially alter the overall intent and philosophy of this Declaration. This Declaration may be amended at any time during the initial term hereof by an instrument signed by at least nine-tenths (9/10) of the Owners, and thereafter by an instrument signed by at least three-fourths (3/4) of the Owners, and recorded in the office of the Clerk of the Superior Court of Troup County, Georgia. During the existence of the Class "B" membership, any amendment of this Declaration shall require, in addition, the prior written approval of the Class "B" member.

Section 3. Notices. Any notice required to be sent to any Owner or Mortgagee pursuant to any provision of this Declaration or the Association Bylaws may be served personally or by depositing such notice in the mail, postage prepaid, addressed to the Owner or Mortgagee to whom it is intended at the last know place of residence or business, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service by mail shall be the date of mailing. Notice to one of two or more co-Owners shall constitute notice to all.

Section 4. Enforcement. Enforcement of the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws may be by any appropriate proceeding at law or in equity by the Association or any aggrieved Owner against any Person violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by this Declaration. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not produce the exercise of any or all other legal remedies now or hereafter provided. Any failure by the Association or any Owner to enforce any of the provisions of this Declaration, Articles of Incorporation or Bylaws, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any Person entitled to file a legal action for any violation of this Declaration, the Association's Articles of Incorporation or Bylaws shall be entitled to recover reasonable attorney's fees as a part of such action.

Section 5. Notice of Default to Mortgagees. Mortgagee shall be entitled to written notification from the Association of any default by the Owner of such Lot in which said Mortgagee has a recorded lien in the performance of the obligations under this Declaration or the Association's Articles of Incorporation, Bylaws or rules and regulations which is not cured within 60 days provided that a request for such notice shall be been made in writing to the Association by such Mortgagee.

Section 6. Priority of First Mortgagees. No provision of this Declaration or of the Association's Articles of Incorporation, Bylaws or rules and regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of any Mortgagee pursuant to their mortgages in the case of distribution to any Owner of insurance proceeds or condemnation award for losses to or a taking of the Association Properties or any portions thereof.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof 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.

Section 8. Authorized Action. Unless otherwise expressly provided herein, all actions which the Association is permitted or required to take pursuant to the provisions of this Declaration shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association.

Section 9. Captions. The caption of each section hereof as to the contents of such section is inserted only for convenience and is in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular section to which it refers.

Section 10. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires or permits.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

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DECLARANT:

RIVER CLUB PARTNERS, LLC, a
Georgia limited liability company

By: _____
Member

By: _____
Member

By: _____
Member

By: _____
Member

Signed, sealed and delivered
in the presence of :

_____
Unofficial Witness

_____
Notary Public

HEATHER GRAHAM
NOTARY
EXPIRES
GEORGIA
DEC. 15, 2005
PUBLIC
TROUP COUNTY

Exhibit "A"

Parcel One:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 268 and 269 of the 12th Land District of Troup County, Georgia being more particularly described as Lots 3 through 49 of The River Club, Section One a shown on a plat of survey dated August 13, 2004 as revised May 19, 2005 by J. Hugh Camp & Associates, Georgia Registered Land Surveyor No. 939 and entitled "Subdivision Plat For The River Club-Section One" as recorded in Plat Book 20D, Page 132-137, Troup County, Georgia Deed Records. Said plat is incorporated herein and made a part hereof in reference thereto for the purpose of a more complete and accurate description.

Parcel Two:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144 of the 5th Land District and Land Lot 268 and 269 of the 12th Land District of Troup County, Georgia being more particularly described as Lots 50 through 57 of The River Club, Section Two a shown on a plat of survey dated October 18, 2004 by J. Hugh Camp & Associates, Georgia Registered Land Surveyor No. 939 and entitled "Subdivision Plat For The River Club-Section Two" as recorded in Plat Book 20D, Page 138, Troup County, Georgia Deed Records. Said plat is incorporated herein and made a part hereof in reference thereto for the purpose of a more complete and accurate description.

Parcel Three:

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 Lots 58 through 62 and Lot 112 of The River Club, Section Three a shown on a plat of survey dated January 11, 2005 by J. Hugh Camp & Associates, Georgia Registered Land Surveyor No. 939 and entitled "Subdivision Plat For The River Club-Section Three" as recorded in Plat Book 20D, Pages 139 and 140, Troup County, Georgia Deed Records. Said plat is incorporated herein and made a part hereof in reference thereto for the purpose of a more complete and accurate description.