

State of Georgia
County of Clayton

After recording, send to: The Knight Group, Inc.
9497 Thornton Blvd
Jonesboro, GA 30236

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERTOWN SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 21st day of November, 2003, by THE KNIGHT GROUP, INC., a Georgia corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Fulton, State of Georgia, which is known as: RIVERTOWN SUBDIVISION, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and the Declarant desires to create thereon a community with open spaces and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto, (as provided in Article I) pursuant to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et. seq., to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the protective covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Georgia, as a non-profit corporation, "RIVERTOWN HOMEOWNERS' ASSOCIATION, INC.", hereinafter referred to as "Association", for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant declares that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens, (sometimes referred to as "Covenants and Restrictions" or "Protective Covenants") hereinafter set forth; and the development shall be governed pursuant to O.C.G.A. § 44-3-220 et. seq.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

Existing Property.

1.01. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is generally described as RIVERTOWN SUBDIVISION, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. As individual residential lots in RIVERTOWN SUBDIVISION are transferred to Owners, the lots shall become subject to this Declaration. The

Common Properties shall become subject to this Declaration immediately upon the filing of the subdivision plat.

Additional Lots/Units of RIVERTOWN SUBDIVISION.

1.02. Additional lots of RIVERTOWN SUBDIVISION may become subject to this Declaration, and members of the Association, by recordation of a Deed making said additional lots/units subject to these Protective Covenants in the sole discretion of the Declarant.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in Article II shall have the meaning herein respectively specified.

Association.

2.01. "Association" shall mean and refer to the Association of all Owners established in accordance with the By-Laws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Owners, Lessees, Licensees and Occupants, and their successors and assigns. This association shall be formally known as RIVERTOWN HOMEOWNERS' ASSOCIATION, INC.

Board.

2.02. "Board" shall mean and refer to the Board of Directors of RIVERTOWN HOMEOWNERS' ASSOCIATION, INC. Until otherwise elected according to the By-Laws, the Board shall consist of the members designated in the Articles of Incorporation.

Building Setback Line.

2.03. "Building Setback Line" shall mean and refer to an imaginary line or lines parallel to any property line specifying the closest point from any property line that a building structure may be located.

Committee.

2.04. "Committee" shall mean and refer to the Architectural Review Committee.

Common Properties.

2.05. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat of any property subject to this Declaration and intended to be devoted to common use and enjoyment of the Owners, Lessees, Licensees or Occupants of said property, and shall specifically include all area deeded to the Association by Declarant.

Declaration.

2.06. "Declaration" shall mean and refer to this Declaration of Protective Covenants and Restrictions for RIVERTOWN SUBDIVISION.

Declarant and/or Developer.

2.07. "Declarant" shall mean and refer to THE KNIGHT GROUP, INC., and its successors and assigns. "Developer" shall also mean and refer to THE KNIGHT GROUP, INC., and its successors and assigns.

Improvements.

2.08. "Improvements" shall mean and refer to and include structures and construction of any kind, whether above or below the land surface, such as but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entranceways, gates, signs and mailboxes.

Living Area.

2.09. "Living Area" shall mean and refer to those heated and air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, storage



4.07. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on Declarant, that Declarant is not bound to make any of the improvements noted herein or extend to any Owner, lessee, Licensee or Occupant any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required herein and/or by governmental authorities.

4.08. The Association shall also have the power to maintain signs, landscaping and other structures within the road rights-of-way. If the road rights-of-way are part of the Common Properties, the Association shall have the power to and obligation to maintain the roads and drainage.

4.09. Where Declarant is permitted by these Protective Covenants to correct, repair, clean, preserve, clear out or to do any action on the restricted property, its failure to take such action shall not be deemed a breach of these Protective Covenants.

4.10. In the event facilities are constructed upon the Common Properties, the Board may adopt rules and regulations governing the use and control of such facilities.

4.11. Declarant hereby reserves, and is hereby granted unto its successors and assigns, an easement for ingress and egress for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, under, along and across all Common Properties. Such easement shall also include the right to use all roadways of The Properties.

4.12. In addition to the Preservation of Values of the Property and the Natural Environment set forth in Article IV, the Properties are subject to provisions of a separate Deed Restriction recordation providing permanent protection, in perpetuity, of at least 20 percent of the area of the subdivision as greenspace as set forth in Exhibit 'C', "Dedication of Property for Public Benefit".

ARTICLE V DEVELOPMENT STANDARDS

Building Setback Lines.

5.01(a) Buildings. Buildings shall not be placed closer than the minimum setback lines shown on Recorded plats.

5.01(b) Eaves, steps, etc. For the purpose of these Protective Covenants, swimming pools, decks, uncovered porches, patios, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a structure to encroach upon another lot.

Governmental Rules.

5.02. In the event governmental rules and regulations are more restrictive than these Protective Covenants, said rules and regulations shall prevail.

Buildings and Other Structures.

5.03(a) Approval. Prior written approval of the Declarant is required before construction commences on any building, structure or other improvement on all lots and other portions of the Properties. Approval by the Declarant does not preclude any necessary permits required by municipalities for such improvements.

5.03(b) Construction. After commencement of construction of any building on, or any improvements to, any lot, the Owner, Lessee, Licensee or Occupant so commencing such construction shall diligently prosecute the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner, Lessee, Licensee or Occupant of any lot on which buildings or improvements are being constructed shall at all times keep all streets and right-of-way contiguous to said lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of any buildings or improvements on such lot.

5.03(c) Building Materials. Exterior building materials must be approved in writing by the Committee or Declarant and must meet the Zoning Conditions established on the recorded subdivision plat.

5.03(d) Dwelling Size. The minimum square footage of the living area required for residential dwellings shall be as set forth in the Zoning Conditions established on the recorded subdivision plat.

5.03(e) Garages. Each single family unit shall have a functional one or two car garage attached to the residence.

5.03(f) Garbage and refuse disposal. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on all sides which are visible from the street and installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.03(g) 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 household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam about the neighborhood. Such pets, when off the owner's lot, shall be under leash or voice control of the owner or their agent.

Temporary Structures.

5.04. No structure of a temporary character, basement, tool or storage shed, barn or other outbuilding of any type shall be located on any lot or any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved in writing by the Committee.

Utility Connections and Television Antennas.

5.05. All dwelling connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be underground from the proper connection points to the dwelling in such a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Committee. Installation of satellite receivers must be approved in writing by the Committee and in no instance shall such receivers be placed in view of the street.

Landscaping.

5.06(a) Installation. Landscaping as approved by the Committee shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building, whichever date first occurs, unless the Committee shall approve in writing another final date of landscaping installation. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from such notifications, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing such landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association. Until paid, the cost plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a material man's lien made on real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee. At the option of the Committee, it may require a bond to be posted by the Owner, prior to occupancy, to ensure the installation of the landscaping.

5.06(b) Maintenance. All landscaping shall be maintained in an attractive and well-kept condition, and in accordance with the approved plans. In the event such landscaping is not so maintained, the Association shall notify the Owner in writing by certified mail that such landscaping is not being properly maintained. If such maintenance is not affected by the Owner within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of maintaining, restoring or repairing said landscaping. The costs incurred by the Association in maintaining such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the costs incurred plus twenty-five percent (25%) overhead

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6.03. No improvement by anyone other than Declarant shall be erected, placed, altered, maintained or permitted on any lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

6.03(b) Landscape Plan. A landscape plan showing types, sizes and locations of all shrubs and ground covers to be planted, as well as all trees to be planted and all trees which are proposed to be removed;

6.03(d) Description of Exterior. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, fences, signs and exterior lighting fixtures. Samples and/or manufacturer's identification data shall be supplied if requested by the Committee.

Basis for Approval.

Basis for Approval.

ARTICLE VII

DURATION, MODIFICATION AND REPEAL

7.01. The Protective Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said Protective Covenants, in whole or in part, provided however that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Easements of any type enumerated herein are perpetual, will not terminate upon termination of these Covenants, and may not be modified or terminated without specific written occurrence of the Declarant. The Declarant or the Association, or any affected Owner or Lessee may, but shall not be required to, enforce these Protective Covenants.

7.02. Notice will be deemed to be sufficiently given if deposited in the U.S. Mail with the required postage to the address of the Member that has been registered with the Association. In the event of the failure of the member to register his, her or its address with the Association, notice properly mailed to the Member's property address in RIVERTOWN SUBDIVISION will be deemed sufficient.

ARTICLE XII COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien for Assessments.

12.01. Each Owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each assessment is being made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall be a lien on the said lot pursuant to O.C.G.A. § 44-3-220 *et. seq.*, and also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Purpose of Assessments.

12.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property subject to these Protective Covenants and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the improvements situated upon the 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, as well as the specific powers given to the Association as designated in those Protective Covenants, (i.e., those specified in Article IV). Such improvements include a fence which may be located in the public right-of-way.

Basis and maximum of Annual Assessments.

12.03. The annual assessment shall not be more than ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot, adjusted annually by changes in the Consumer Price Index as published by the U.S. Department of Commerce. The Board may, after consideration of the current maintenance and other costs of the Association, fix the actual assessment for any year, up to the maximum designated above. If such assessment is not made by the Board on or before April 1 of any year, the annual assessment for the year shall be the same as for the preceding year.

Basis of Special Annual Assessments.

12.04. In addition to the annual assessments authorized by 12.03 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Properties or public rights-of-way, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Class A 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 all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Declarant shall not be entitled to vote on such assessment.

Special Assessments for Capital Improvements.

12.05. Subject to the limitations of Section 12.03 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 12.03 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of 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 all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Quorum for any Action Authorized Under Sections 12.04 and 12.05.

12.06. The quorum required for any action authorized by Sections 12.04 and 12.05 hereof shall be as follows: at the first meeting called, as provided in Sections 12.04 and 12.05 hereof, the presence of the Members, or of the proxies, fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 12.04 and 12.05 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required at the preceding meeting, provided that no such

subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Date of Commencement of Annual Assessments. Due Dates

12.07(a). The annual assessments provided for herein shall commence upon the date of the deed of conveyance from Declarant to the Owner/Class A Member. Any annual assessment shall be prorated for the first year if necessary.

12.07(b). The assessments for any year, after the first year, shall become due and payable on the first day of April and shall become delinquent ten (10) days thereafter.

12.07(c). The due date of any special assessment under Section 12.04 hereof shall be fixed in the resolution authorizing such assessment.

Duties of the Board of Directors of the Association.

12.08(a). The Board shall fix the date of the commencement and the amount of the assessment against each lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

12.08(b). The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Effect of Non-Payment of Assessment: The Lien: Remedies of the Association.

12.09(a). If the assessments are not paid on the date when due (being the dates specified in Section 12.07 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

12.09(b). If the assessment is not paid by the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner who is personally obligated to pay the same or to foreclose the lien against the property, and the cost of such action shall be added to the amount of such assessment. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

12.09(c). Failure to pay assessments does not constitute a default under an insured mortgage.

Subordination of the Lien to Deeds to Secure Debt.

12.10. The lien of the assessments provided for herein, and the liens specified in Articles III, V and XIII, shall be absolutely subordinate to the lien of any deed to secure debt or other financing instrument now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property owner from liability for assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any deed to secure debt or other financing instrument, irrespective of when such deed to secure debt or other financing instrument was executed and recorded.

Exempt Property .

12.11(a). The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein: (i) all properties to the extent of any utility or drainage easement, except the easements defined in Article VIII; (ii) all Common Properties as defined in Article II hereof; (iii) all properties exempted from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemption.

12.11(b) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying in and being in Land Lot 119 of the 7th District of Fulton County, Georgia and being more particularly described as follows:

Beginning at a Stone found at the corner of Land Lots 106, 107, 118, and 119 of the 7th District of Fulton County, Georgia, said Stone being the POINT OF BEGINNING;

THENCE along the northerly line of Land Lot 119, South 89 degrees 55 minutes 14 seconds East for a distance of 2677.93 feet to a 1/2" rebar set at the intersection of said northerly line and the common line between that parcel now or formerly owned by Faye A. Samples and that parcel described herein;

THENCE along said common line, South 00 degrees 35 minutes 46 seconds West for a distance of 1154.64 feet to a 1/2" rebar set at the intersection of said common line and the northerly right-of-way line of River town Road, having a 50' right-of-way;

THENCE along said northerly right-of-way line the following courses and distances:

THENCE South 58 degrees 23 minutes 31 seconds West for a distance of 319.39 feet to a 1/2" rebar set;

THENCE along a curve to the left having a radius of 644.53 feet and an arc length of 226.16 feet, being subtended by a chord of South 48 degrees 20 minutes 23 seconds West for a distance of 225.00 feet to a 1/2" rebar set;

THENCE South 38 degrees 17 minutes 14 seconds West for a distance of 99.13 feet to a 1/2" rebar set at the intersection of said northerly right-of-way line and the common line between that parcel now or formerly owned by Antioch United Methodist Church and that parcel described herein;

THENCE leaving said northerly right-of-way line and continuing along said common line the following courses and distances:

THENCE North 65 degrees 55 minutes 46 seconds West for a distance of 197.19 feet to an angle iron found;

THENCE South 28 degrees 29 minutes 39 seconds West for a distance of 20.03 feet to an angle iron found;

THENCE South 67 degrees 10 minutes 49 seconds West for a distance of 206.62 feet to an 1/2" rebar found;

THENCE South 36 degrees 08 minutes 08 seconds West for a distance of 161.95 feet to an 3/4" crimped top pipe found;

THENCE North 69 degrees 40 minutes 37 seconds West for a distance of 58.67 feet to an 3/4" open top pipe found;

THENCE South 72 degrees 29 minutes 43 seconds West for a distance of 140.00 feet to a 1/2" rebar set;

THENCE South 00 degrees 26 minutes 30 seconds East for a distance of 339.61 feet to a 1/2" rebar set at the intersection of said common line and the northerly right-of-way line of River town Road;

THENCE along said northerly right-of-way line the following courses and distances:

THENCE South 84 degrees 36 minutes 17 seconds West for a distance of 169.29 feet to a 1/2" rebar set;

THENCE along a curve to the left having a radius of 1033.07 feet and an arc length of 276.54 feet, being subtended by a chord of South 76 degrees 56 minutes 10 seconds West for a distance of 275.71 feet to a 1/2" rebar set;

THENCE South 69 degrees 16 minutes 03 seconds West for a distance of 248.66 feet to an 1/2" rebar set at the intersection of said northerly right-of-way line and the common line between that parcel now or formerly owned by Paul J. Musante, Jr. and that parcel described herein;

THENCE leaving said northerly right-of-way line and continuing along said common line the following courses and distances:

THENCE North 00 degrees 01 minutes 09 seconds East for a distance of 598.99 feet to an 1" open top pipe found;

THENCE South 67 degrees 13 minutes 09 seconds West for a distance of 906.71 feet to an 1/2" rebar found at the intersection of said common line and the westerly line of said Land Lot 119;

THENCE along the westerly line of Land Lot 119, North 00 degrees 04 minutes 23 seconds East for a distance of 1980.85 feet to the POINT OF BEGINNING.

Said property contains 106.623 acres or 4,644,484 square feet.

EXHIBIT "B"

Rules and Regulations

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed, or limited pursuant to Article X of the Declaration.

1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibit "A", offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.
2. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board.
 - (a) Parking of any vehicles on streets or thoroughfares, paved or unpaved, within the Properties overnight or for any continuous period exceeding two hours, or storing of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other water craft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages or rear yards which are not visible from the street, regardless of duration; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas;
 - (b) Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;
 - (c) Any activity which omits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
 - (d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
 - (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;
 - (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
 - (g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;
 - (h) Construction, erection, or installation of any fence, wall, or hedge, except that a wooden privacy fence not exceeding six feet in height and constructed in strict compliance with the Design Guidelines and approved in writing by Declarant or the ARC pursuant to Article IX

The leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

- (u) Capturing, trapping, or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;
- (v) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (w) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without the prior approval of the appropriate committee pursuant to Article IX;
- (x) Operation of motorized vehicles on pathways or trails maintained by the Association;
- (y) Any construction, erection, or placement of anything, permanently or temporarily, in the front yard or otherwise visible from the street, unless permitted under the Design Guidelines or approved in accordance with Article IX of the Declaration. This shall include, without limitation, signs; basketball goals, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind, lawn "art", sculptures, architecture, arbors, regardless of whether any of the items above are removable or permanent;
- (z) Erecting any sign within the Properties without the written consent of the Board, except entry and directional signs installed by Declarant. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering, and placement of such a sign. The Board and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Except as provided above, no signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted within or outside the Properties shall be displayed or posted within the Properties; and
- (aa) Any satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), (collectively, "Permitted Devices") shall be permitted, provided that any such Permitted Device is placed in the least conspicuous location on rear of the Lot at which an acceptable quality signal can be received and is not visible from the street, Common area, or neighboring property or is screened from the view of adjacent Lots and the street in a manner consistent with the Community-Wide Standard; and
- (bb) No mail box or paper or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building site except the standard receptacle design erected by the Developer or unless approved in writing by either the Declarant or the Association.
- (cc) Display of holiday decorations beyond a reasonable period following each holiday; such period to be established by the Board.

3. Prohibited Conditions. The following shall be prohibited within the Properties:
 - (a) Plants, animals, devised, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;
 - (b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;
 - (c) Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, wetlands, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.
 - (d) The use of sheets, newspaper and other nonconforming means to cover windows. All window coverings must be specifically for installation as window covering.
4. Leasing of Lots. "Leasing", for purpose of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 20 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Restrictions and Rules.

BY-LAWS
OF
RIVERTOWN HOMEOWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

- 1.1. Name. The name of the corporation is RIVERTOWN Homeowners' Association, Inc. (the "Association").
- 1.2. Principal Office. The principal office of the Association shall be located in Clayton County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions,

Article II

Associations: Membership, Meetings, Quorum, Voting, Proxies

- 2.1. Membership. The Association shall have two classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.
- 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Properties or as convenient as is possible and practical.
- 2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.
- 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least 25% of the total Class "A" votes in the Association.
- 2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States

- 3.19. Right of Class "B" Member to Disapprove Actions. If the Class "B" Member voluntarily terminates its right to appoint the members of the Board or any committee prior to the termination date specified in Section 3.3, the Class "B" Member shall have a right until its right must expire under Section 3.3 to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws; interfered with development of or construction on any portion of the Properties; or diminish the level of services being provided by the Association.
- (a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Section 3.8, 3.9, 3.10, and 3.11 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and
- (b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten days following receipt of written notice of

the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Class "B" Member shall not sue its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

- 3.20. Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Section 3.18(a), 3.18(b), 3.18(f), 3.18(g) and 3.18(l). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

- 3.21. Account and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) Cash basis accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
- (f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed, or compiled basis, as the Board determines by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

- 3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided for Special Assessments in Section 8.5 of the Declaration if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

- 3.23. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners or residents associations, within and outside the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

- 4.2. Election and Term of Office. The board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.
- 4.3. Removal and Vacancies. The Board may remove any officer whenever, in its judgment, the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.
- 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
- 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.
- 4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

Article V **Committees**

- 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.
- 6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.
- 6.3. Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.
- 6.4. Books and Records.
 - (a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the Restrictions and Rules, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.
 - (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- (c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.
- 6.5. Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or when sent by United States mail, first class postage prepaid:
- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
 - (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.
- 6.6. Amendment.
- (a) By Class "B" Member. Until conveyance of the first Lot to a Person other than a Builder, the Class "B" Member may amend these By-Laws, subject to the approval requirements set forth in Article XII of the Declaration, if applicable. Thereafter, the Class "B" Member may amend these By-Laws if such amendment is specifically required to enable the U. S. Department of Veterans Affairs ("VA"), the U. S. Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation to make, purchase, insure, or guarantee mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, any amendments to these By-Laws shall be subject to disapproval by HUD and/or VA if either such agency is insuring or guaranteeing residential loans within the Properties.
 - (b) By Board or Members. The Board may amend these By-Laws by two-thirds (2/3) vote of the directors to submit the Properties to the Georgia Property Owners' Association Act and to conform these By-Laws to any mandatory provisions thereof. Any such amendment shall require the consent of the Declarant so long as it owns property subject to the Declaration or which may be subjected to the Declaration pursuant to Section 7.1 thereof. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Article XII of the Declaration shall be met, if applicable.
- Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- (c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon Recording, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of

conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of RIVERTOWN Homeowners' Association, Inc., a Georgia nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 21st day of November, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21st day of November, 2003.

Secretary



(SEAL)

Deed Book 36746 Pg 145

Juanita Hicks

Clerk of Superior Court

Fulton County, Georgia

A TRUE AND CORRECT COPY OF THE FOREGOING DEED AS THE SAME APPEARS IN THE PUBLIC RECORDS OF FULTON COUNTY, GEORGIA, IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY.