

O.C.G.A. TITLE 44 Chapter 3 Article 6

GEORGIA CODE
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*** Current through the 2009 Regular Session ***

TITLE 44.PROPERTY
CHAPTER 3. REGULATION OF SPECIALIZED LAND TRANSACTIONS
ARTICLE 6. PROPERTY OWNERS' ASSOCIATIONS

(Georgia Property Owners' Association Act)

O.C.G.A. TITLE 44 Chapter 3 Article 3 (2009)

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§ 44-3-220. Short title

This article shall be known and may be cited as the "Georgia Property Owners' Association Act."

§ 44-3-221. Definitions

As used in this article, the term:

- (1) "Board of directors" or "board" means an executive and administrative body, by whatever name denominated, designated in the instrument as the governing body of the association.
- (2) "Common area" means all real and personal property submitted to the declaration which is owned or leased by the association for common use and enjoyment of the members.
- (3) "Common expenses" means all expenditures lawfully made or incurred by or on behalf of the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the instrument.
- (4) "Court" means the superior court of the county where the development or any part thereof is located.
- (5) "Declarant" means all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owners' development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "declarant." Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition.
- (6) "Declaration" means the recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the property owners' development.
- (7) "Foreclosure" means, without limitation, the judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage.
- (8) "Limited common areas" means a portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.

(9) "Lot" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for a development and subject to a declaration. Where the

context indicates or requires, the term lot includes any structure on the lot. With respect to a property owners' development which includes a condominium, and to the extent provided for in the instrument, each condominium unit, as defined in paragraph (28) of Code Section 44-3-71, shall be deemed a separate lot.

(10) "Lot owner" means one or more persons who are record title owners of a lot.

(11) "Mortgage" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.

(12) "Mortgagee" means the holder of a mortgage.

(13) "Officer" means an officer of the association.

(14) "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

(15) "Property" means any real property and any interest in real property, including, without limitation, parcels of air space.

(16) "Property owners' association" or "association" means a corporation formed for the purpose of exercising the powers of the property owners' association created pursuant to this article.

(17) "Property owners' association instrument" or "instrument" means the declaration, plats, and plans recorded pursuant to this article. Any exhibit, schedule, or certification accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article.

(18) "Property owners' development" or "development" means real property which contains lots and which may contain common area located within Georgia and subject to a declaration and submitted to this article.

§ 44-3-222. Creation of property owners' developments

A property owners' development shall come into existence upon either the recordation of the declaration pursuant to this article or the amendment of a recorded declaration in accordance with Code Section 44-3-235. Any declaration or amendment intending to bring or avail a development of the benefits and provisions of this article shall state an affirmative election to be so governed. Any original declaration shall be duly executed by or on behalf

of all of the owners of the submitted property. Any such amendment to an existing declaration shall be executed in accordance with the terms of the recorded declaration being amended thereby.

§ 44-3-223. Compliance with association instrument and rules and regulations; enforcement

Every lot owner and all those entitled to occupy a lot shall comply with all lawful provisions of the property owners' association instrument. In addition, any lot owner and all those entitled to occupy a lot shall comply with any reasonable rules or regulations adopted by the association pursuant to the instrument which have been provided to the lot owners and with the lawful provisions of the bylaws of the association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association or, in any proper case, by one or more aggrieved lot owners on their own behalf or as a class action. If and to the extent provided in the instrument, the association shall be empowered to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the common areas and services paid for as a common expense in order to enforce such compliance; provided, however, that no such suspension shall deny any lot owner or occupants access to the lot owned or occupied.

§ 44-3-224. Voting procedures

(a) Since a lot owner may be more than one person, if only one of those persons is present at a meeting of the association, or is voting by proxy, ballot, or written consent, that person shall be entitled to cast the votes pertaining to that lot. However, if more than one of those persons is present, or executes a proxy, ballot, or written consent, the vote pertaining to that lot shall be cast only in accordance with their unanimous agreement unless the instrument expressly provides otherwise; and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that lot without protest being made immediately by any of the others to the person presiding over the meeting or vote.

(b) The votes pertaining to any lot may, and, in the case of any lot owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the lot owner or, in cases where the lot owner is more than one person, by or on behalf of the joint owners of the lot. No such proxy shall be revocable except as provided in Code Section 14-2-722 or Code Section 14-3-724 or by written notice delivered to the association by the lot owner or by any joint owners of a lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice.

§ 44-3-225. Assessments

(a) To the extent that the instrument expressly so provides:

(1) Any common expenses benefiting less than all of the lots shall be specially assessed equitably among all of the lots so benefited, as determined by the board; (2) Any

common expenses occasioned by the conduct of less than all of those entitled to occupy all of the lots or by the licensees or invitees of any such lot or lots shall be specially assessed against the lot or lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses; (3) Any common expenses significantly disproportionately benefiting all of the lots shall be assessed equitably among all of the lots in the development as determined by the board; and (4) Other than for limited common areas expressly designated as such in the instrument and assigned to fewer than all lots, nothing contained in paragraph (1) or (3) of this subsection shall permit an association to specially or disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the common area or the lots which the association has the obligation to maintain, repair, or replace.

(b) No lot owner other than the association shall be exempted from any liability for any assessment under this Code section or under any instrument for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her lot or any part of the common area except to the extent that any lot, upon request by the owner of the lot, expressly may be made exempt from assessments and thus denied voting rights of the lot under the instrument until a certificate of occupancy is issued by the governing authority for a dwelling on such lot.

(c) Unless otherwise provided in the instrument and except as provided in subsection (d) of this Code section, the grantee in a conveyance of a lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the association as provided in subsection (d) of Code Section 44-3-232, such grantee and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the property owners' association Ga. Code Ann., § 44-3-225 Page 1 © 2009 Thomson Reuters. No Claim to Orig. US Gov. Works. lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

(d) In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the lot, or in the event that any other person acquires title to any lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the lot be subject to any lien for assessments under this Code section or under any instrument chargeable to the lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a common expense collectable from all of the lot owners, including such holder or other person and his or her successors, successors-in-title, and assigns.

§ 44-3-226. Amendment of instrument

(a) Except to the extent expressly permitted or required by other provisions of this article, the instrument shall be amended only by the agreement of lot owners of lots to which two-thirds of the votes in the association pertain or such larger majority as the instrument may specify; provided, however, that, during any such time as there shall exist an unexpired option to add any additional property to the property owners' association or during any such time as the declarant has the right to control the association under the instrument, the agreement shall be that of the declarant and the lot owners of lots to which two-thirds of the votes in the association pertain, exclusive of any vote or votes appurtenant to any lot or lots then owned by the declarant, or a larger majority as the instrument may specify. Notwithstanding any other provisions of this subsection, during such time as the declarant shall own at least one lot primarily for the purpose of sale of such lot, no amendment shall be made to the instrument without the written agreement of the declarant if such amendment would impose a greater restriction on the use or development by the declarant of the lot or lots owned by the declarant.

(b) No amendment of an instrument shall require approval of lot owners to which more than 80 percent of the association vote pertains and the mortgagees holding 80 percent of the voting interest of mortgaged lots; any property owners' association which exists prior to July 1, 1994, and amends its documents to avail itself of the provisions of this article shall be deemed to have amended the association instrument to conform to this limitation.

This subsection shall not be deemed to eliminate or modify any right of the declarant provided for in the instrument to approve amendments to the instrument so long as the declarant owns any lot primarily for the purpose of sale and, furthermore, this Code section shall not be construed as modifying or altering the rights of a mortgagee set forth elsewhere in this article.

(c) Except to the extent expressly permitted or required by other provisions of this article, or agreed upon or permitted by the instrument concerning submission of additional property to this article by the declarant or the association, or agreed upon by all lot owners and the mortgagees of all lots, no amendment to the instrument shall change the boundaries of any lot, the number of votes in the association pertaining thereto, or the liability for common expenses pertaining thereto.

(d) Agreement of the required majority of lot owners to any amendment of the instrument shall be evidenced by their execution of the amendment. In the alternative, provided that the declarant does not then have the right to control the association pursuant to the instrument, the sworn statement of the president, of any vice president, or of the secretary of the association attached to or incorporated in an amendment executed by the association, which sworn statement states unequivocally that agreement of the required majority was otherwise lawfully obtained and that all notices required by this article were properly given, shall be sufficient to evidence the required agreement. Any such amendment of the instrument shall become effective only when recorded or at such later date as may be specified in the amendment itself.

(e) Notwithstanding anything to the contrary in this article or in the instrument, the approval of any proposed amendment by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the mortgagee receives notice of the proposed amendment sent by certified mail or statutory overnight delivery, return receipt requested.

(f) In any court suit or action where the validity of the adoption of an amendment to an instrument is at issue, the adoption of the amendment shall be presumed valid if the suit is commenced more than one year after the recording of the amendment on the public record. In such cases, the burden of proof shall be upon the party challenging the validity of the adoption of the amendment.

§ 44-3-227. Incorporation of associations

(a) Prior to submission to this article, the association shall be duly incorporated either as a business corporation under Chapter 2 of Title 14 or as a nonprofit membership corporation under Chapter 3 of Title 14, as amended. The corporate name of the association shall include the word or words "homeowners," "property owners," "community," "club," or "association" and shall otherwise comply with applicable laws regarding corporate names. The articles of incorporation of the association and the bylaws adopted by the association shall contain provisions not inconsistent with applicable law including but not limited to this article or with the declaration as may be required by this article or by the declaration and as may be deemed appropriate or desirable for the proper management and administration of the association. The term "member" shall include a shareholder in the event the association is a business corporation or issues stock. Membership shall continue during the period of ownership by such lot owner.

(b) Prior to the first conveyance of a property owners' association lot, the declarant shall cause the first board directors to be duly appointed, the officers to be elected, and the organization of the association to be effectuated.

(c) True and correct copies of the articles of incorporation and bylaws of the association and all amendments thereto shall be maintained at the principal and the registered offices of the association and at the sales office of the declarant so long as the declarant has the right to control the association pursuant to the instrument; and copies thereof shall be furnished to any lot owner on request upon payment of a reasonable charge therefor.

§ 44-3-228. Quorums and procedures at meetings

Unless the instrument or bylaws provide otherwise, a quorum shall be deemed present throughout any meeting of the members of the association if persons entitled to cast more than one-third of the votes are present at the beginning of the meeting. Unless the instrument or bylaws specify a larger percentage, the presence of persons entitled to cast one-half of the votes of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board.

§ 44-3-229. Directors and officers

If the instrument provides that any member of the board of directors or any officer of the association must be a lot owner, then, notwithstanding Code Section 44-3-221, the term "lot owner" in such context shall, unless the instrument otherwise provides, be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any person who is, either alone or in conjunction with any other person or persons, a lot owner. Any individual who would not be eligible to serve as a member of the board of directors or officer were he or she not a shareholder, director, officer, partner in, or trustee of such a person shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with that person.

§ 44-3-230. Meetings; notice of meetings

Meetings of the members of the association shall be held in accordance with the provisions of the association's bylaws and in any event shall be called not less frequently than annually. Notice shall be given to each lot owner at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting and shall state the time, place, and , for any special meeting, purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10, the "Uniform Electronic Transactions Act," to all lot owners of record at such address or addresses as designated by such lot owners or, if no other address has been so designated, at the address of their respective lots. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the association shall be made to the lot owners.

§ 44-3-231. Powers and duties of association

(a) Except to the extent prohibited by the instrument and subject to any restrictions and limitations specified therein, the association shall have the power to:

(1) Employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the association;

(2) Make or cause to be made additional improvements on and as a part of the common area; and

(3) Grant or withhold approval of any action by one or more lot owners or other persons entitled to occupancy of any lot if such action would change the exterior appearance of any lot, or any structure thereon, or of any other portion of the development or elect or provide for the appointment of an architectural control committee to grant or withhold such approval.

(b) Except to the extent prohibited by the instrument and subject to any restrictions and limitations specified therein, the association shall have the power to grant easements, leases, and licenses through or over the common area, to accept easements, leases, and

licenses benefiting the development or any portion thereof, and to acquire or lease property in the name of the association. Property so acquired by the association upon the recordation of the deed thereto or other instrument granting the same and designating property as common area shall, for all purposes including without limitation taxation, be a part of the common area. The association shall also have the power to acquire, lease, and own in its own name property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the association for any lawful purpose within the association's inherent or expressly granted powers. Any third party dealing with the association shall be entitled to rely in good faith upon a certified resolution of the board of directors of the association authorizing any such act or transaction as conclusive evidence of the authority and power of the association so to act and of full compliance with all restraints, conditions, and limitations, if any, upon the exercise of such authority and power.

(c) The association shall have the power to amend the instrument, the articles of incorporation, and the bylaws of the association in such respects as may be required to conform to mandatory provisions of this article or of any other applicable law without a vote of the lot owners.

(d) In addition to any other duties and responsibilities as this article or the instrument may impose, the association shall keep:

(1) Detailed minutes of all meetings of the members of the association and of the board of directors;

(2) Detailed and accurate financial records, including itemized records of all receipts and expenditures; and

(3) Any books and records as may be required by law or be necessary to reflect accurately the affairs and activities of the association.

(e) This Code section shall not be construed to prohibit the grant or imposition of other powers and responsibilities to or upon the association by the instrument.

(f) Except to the extent otherwise expressly required by this article, by Chapter 2 or 3 of Title 14, by the instrument, by the articles of incorporation, or by the bylaws of the association, the powers inherent in or expressly granted to the association may be exercised by the board of directors, acting through the officers, without any further consent or action on the part of the lot owners.

(g) A tort action alleging or founded upon negligence or willful misconduct by any agent or employee of the association or in connection with the conditions of any portion of the instrument which the association has the responsibility to maintain shall be brought against the association. No lot owner shall be precluded from bringing such an action by virtue of his membership in the association. A judgment against the association arising from a tort action shall be a lien against the assets of the association.

(h) The association shall have the capacity, power, and standing to institute, intervene, prosecute, represent, or defend in its own name litigation or administrative or other proceedings of any kind concerning claims or other matters relating to any portion of the lots or common area which the association has the responsibility to administer, repair, or maintain.

§ 44-3-232. Liens for assessments

(a) All sums lawfully assessed by the association against any lot owner or property owners' association lot, whether for the share of the common expenses pertaining to that lot, fines, or otherwise, and all reasonable charges made to any lot owner or lot for materials furnished or services rendered by the association at the owner's request to or on behalf of the lot owner or lot, shall, from the time the sums became due and payable, be the personal obligation of the lot owner and constitute a lien in favor of the association on the lot prior and superior to all other liens whatsoever except:

(1) Liens for ad valorem taxes on the lot;

(2) The lien of any first priority mortgage covering the lot and the lien of any mortgage recorded prior to the recording of the declaration; or (3) The lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the lot. The recording of the declaration pursuant to this article shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required.

(b) To the extent that the instrument provides, the personal obligation of the lot owner and the lien for assessments shall also include:

(1) A late or delinquency charge not in excess of the greater of \$ 10.00 or 10 percent of the amount of each assessment or installment thereof not paid when due;

(2) At a rate not in excess of 10 percent per annum, interest on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;

(3) The costs of collection, including court costs, the expenses required for the protection and preservation of the lot, and reasonable attorney's fees actually incurred; and

(4) The fair rental value of the lot from the time of the institution of an action until the sale of the lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

(c) Not less than 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the lot owner both at the address of the lot and at any other address or addresses which the lot owner may have designated to the association in writing, the lien may be foreclosed by the association by an action, judgment, and court

order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice provided for in this subsection shall specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing thereon. No foreclosure action against a lien arising out of this subsection shall be permitted unless the amount of the lien is at least \$2,000.00. Unless prohibited by the instrument, the association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The lien for assessments shall lapse and be of no further effect, as to assessments or installments thereof, together with late charges and interest applicable thereto, four years after the assessment or installment first became due and payable.

(d) Any lot owner, mortgagee of a lot, person having executed a contract for the purchase of a lot, or lender considering the loan of funds to be secured by a lot shall be entitled upon request to a statement from the association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against that lot. Such request shall be in writing, shall be delivered to the registered office of the association, and shall state an address to which the statement is to be directed. Failure on the part of the association, within five business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five-day period with respect to the lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments created by this Code section to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the association and upon every lot owner. Payment of a fee not exceeding \$ 10.00 may be required as a prerequisite to the issuance of such a statement if the instrument so provides.

(e) Nothing in this Code section shall be construed to prohibit actions maintainable pursuant to Code Section 44-3-223 to recover sums for which subsection (a) of this Code section creates a lien.

§ 44-3-233. Construction of law

The provisions of this article and of an instrument recorded pursuant thereto shall be liberally construed in favor of the valid establishment of property owners' association pursuant to this article with respect to the submitted property. Substantial compliance with the requirements of this article for the establishment of a property owners' association shall suffice to being property described in an instrument recorded pursuant to this article within the purview and application of this article; and any defects in such instrument or want of

conformity with this article may be cured by an amendment thereto duly executed by the association and recorded or, upon application of any lot owner, with notice to the declarant, the association, and all other lot owners, by decree of the court.

§ 44-3-234. Certain limitations not applicable to covenants

The limitations provided in subsection (b) and paragraphs (1), (2), and (4) of subsection (d) of Code Section 44-5-60 shall not apply to any covenants contained in any instrument created pursuant to or submitted to this article.

§ 44-3-235. Applicability of law

(a) This article shall apply to all property which is submitted to this article. This article shall also apply to any association of owners subject to a recorded declaration of covenants upon property, which covenants are administered by an owners' association in which membership is mandatory for all owners of lots in the development, which declaration is amended in accordance with Code Section 44-3-222 in order to submit the property owners' association to this article; provided, however, that any amendment must conform the instrument creating the property owners' association to this article, and the property owners' development shall thereafter be deemed to be submitted to this article.

(b) This article shall not apply to associations created pursuant to Article 3 of this chapter, the "Georgia Condominium Act," except to the extent that a property owners' development created under this article includes a condominium, together with other real property, as provided in paragraph (9) of Code Section 44-3-221.

(c) This article shall not be construed to affect the validity of any instrument recorded before or after July 1, 1994, but benefits derived from or based upon this article may only be claimed by developments submitted to this article.

CREDIT(S)

Laws 1994, p. 1879, § 1; Laws 2004, Act 535, § 15, eff. July 1, 2004.
Current through the 2009 Regular Session.

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 SUPERIOR COURT FILED IN OFFICE
 AND RECORDED IN BOOK 4228
 PAGE (S) 75-111 THIS 18
 DAY OF June 20, 2018 AT 2:34 PM
 DWIGHT S. WOOD, CLERK BY gc 27195

**AMENDATORY DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR
 RIVER'S EDGE SUBDIVISION**

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This Amendatory Declaration of Covenants, Conditions, Restrictions and Easements is made this 17th day of April, 2002 by **RIVER'S EDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Georgia corporation (hereinafter referred to as "Declarant") and a majority of the owners of lots in River's Edge Subdivision, Phase I.

WITNESSETH:

WHEREAS, an original Declaration of Protective and Restrictive Covenants for Lots 1-32 and Lots 38-91, Phase I of River's Edge Subdivision was made and published on July 27, 1995 by James Road Development, Inc., the then record owner of the property, which original restrictive covenants are recorded in Deed Book 2424, pages 297-304, Hall County, Georgia Deed Records. The lots to which said restrictions apply are described according to a plat of survey of the subdivision appearing at Plat Slide 454, page 127A, Hall County, Georgia Plat Records; and

WHEREAS, Paragraph Fifteen (15) of the original covenants provides that the covenants may be amended by an agreement in writing between James Road Development, Inc. and a majority of the owners of lots in the subdivision, which modification will become effective upon the recording thereof in the office of the Clerk of Superior Court of Hall County, Georgia; and

WHEREAS, on January 22, 1997, Thunder River, LLC purchased all of the unsold lots of River's Edge Subdivision, Phase I from James Road Development, Inc., and acquired all of the rights of James Road Development, Inc. under the covenants by assignment dated January 22, 1997, recorded in Deed Book 2790, page 254 of the Hall County, Georgia Deed Records; and

WHEREAS, River's Edge Subdivision Homeowners Association, Inc. acquired all of the rights of Thunder River, LLC by assignment dated September 20, 2001, recorded in Deed Book 3990, pages 204-205 of the Hall County, Georgia Deed Records; and

WHEREAS, River's Edge Subdivision Homeowners Association, Inc., successor to James Road Development, Inc. and Thunder River, LLC as Declarant and a majority of the owners of lots in River's Edge Subdivision, Phase I desire to modify said original restrictive covenants in certain respects hereinafter set forth; and

WHEREAS, the signatories to this agreement are River's Edge Subdivision Homeowners Association, Inc., successor to James Road Development, Inc. and Thunder River, LLC and a majority of the owners of lots in River's Edge Subdivision, Phase I;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and said subdivision lot owners and each and every subsequent owner of any lots in said subdivision, the undersigned do hereby consent to the modification of said restrictive covenants and by these presents do hereby modify said original covenants by deleting

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the original covenants in their entirety and substituting in lieu thereof the covenants and restrictions contained herein which shall govern and control all sales and development in River's Edge Subdivision.

ARTICLE I DEFINITIONS

Unless the context shall prohibit, certain words in this Declaration shall have the definitional meaning set forth as follows:

Section 1. "Association" shall mean and refer to RIVER'S EDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. a Georgia nonprofit corporation, its successors and assigns.

Section 2. "Common Properties" shall mean and refer to all real and personal property now or hereafter owned or acquired for the common use and enjoyment of the Owners, such as the lighting, roadway landscaping, entranceway, fencing, signage, and other similar facilities intended by the Declarant to be devoted to common use, benefit and enjoyment of Owners. In addition, Declarant may demonstrate its intent to constitute any property as common property by identifying it as such on any development plat of the property.

Section 3. "Declarant" shall mean and refer to RIVER'S EDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Section 4. "Lot" shall mean and refer to the lots created by the subdivision plat recorded in Plat Slide 454, page 127-A, Hall County Records.

Section 5. "Owner" shall mean and refer to record owner of each Lot, whether one or more persons or entities, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Property hereby subjected to this Declaration.** The real property which is, by the recording of this Declaration, subjected to the covenants, conditions, restrictions, easements, assessments and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by the reference made a part hereof.

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COMMON PROPERTIES**

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Section 1. Ownership and Control. The ownership of all the common properties, including the facilities thereon, shall be exclusively in the Declarant, and no other person shall, by the recording of any plat of survey, or by any permissive use, have any proprietary right, title or interest in and to the common properties. Except as herein expressly provided to the contrary, Declarant shall have complete and sole control and authority to manage, operate, lease or sell, the common properties in such a manner as it sees fit, including to the right to formulate rules and regulations regarding the use therein, and the right to determine the persons entitled to use the same. Such rules and regulations may be amended from time to time by Declarant. Such regulations shall be binding upon the Lot Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement be specifically canceled or modified by Declarant. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant.

Section 2. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the common properties subject to any restrictions or limitations contained in this Declaration. In addition, this right and easement shall be subject to any restrictions or limitations contained in any deed conveying all or any portion of the common properties. This right and easement shall also be subject to any restrictions or limitations contained in any amendment to this Declaration subjecting common properties to this Declaration.

Section 3. Entrance Sign Easements. The area of the existing entrance signs located on Lots 1 and 91 shall constitute perpetual easement areas for such existing signs including utility lines running to said signs.

**ARTICLE IV
ARCHITECTURAL STANDARDS**

All property which is now or may hereafter be subject to this Declaration is subject to an architectural and environmental review. This review shall be in accordance with this Article and such other standards as may be promulgated by this Declaration and by the Architectural Standards Review Committee created herein.

Section 1. Architectural Standards Review Committee. The Architectural Standards Review Committee (ASRC) shall have exclusive jurisdiction over all new construction, modification to existing improvements as defined herein on any portion of the properties, and the major removal of live trees and shrubs. The ASRC shall promulgate architectural and environmental standards and applicable procedures. The ASRC shall make both available to Owners, builders and developers who seek to engage in development of construction or alterations upon any Lot and they shall conduct their operations in accordance therewith. Architects, designers and builders of dwellings in the subdivision shall be subject to approval by the ASRC prior to construction of a dwelling. Such approval shall be based upon reasonable criteria established by the ASRC as part of the architectural standards for the subdivision. The Declarant shall appoint the members of the ASRC which shall consist of no

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less than three (3) members, none of whom shall be required to be Lot Owners, all of whom shall serve at the pleasure of Declarant or subject to such procedures as Declarant may establish. The ASRC reserves the right of entry with reasonable notice and at reasonable times of day to all houses under construction to ensure compliance with these covenants.

Section 2. Improvements Covered. Jurisdiction of the ASRC is intended to cover all improvements proposed for construction or modification on the common properties if any, and the individual Lots. Without limiting the generality of the foregoing, but by the way of illustration, these provisions shall apply to residences, outbuildings of any sort, mailboxes, fences and walls, and landscaping.

Section 3. Procedures. The ASRC may promulgate detailed standards and procedures governing their areas of responsibility and practice. Subject to the provisions of Section 3 hereof, the ASRC shall adopt and uniformly apply standards and procedures, but such standards and procedures may be altered, modified or updated from time to time as the ASRC may determine to be in the best interests of the subdivision as a whole and consistent with the larger objectives of design compatibility and sound site planning. In the event the ASRC fails to approve or to disapprove plans submitted to it pursuant to the standards and procedures promulgated by the ASRC or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

ARTICLE V USE RESTRICTIONS

Section 1. Residential Use. Unless otherwise designated by Declarant on a recorded plat, each Lot shall be used only for residential purposes consisting of single family detached dwellings.

Section 2. Subdividing Lots. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of Declarant. However, Declarant hereby reserves itself, its successors and assigns, the right to revise any Lot shown on any recorded plat prior to delivery of a deed therefor to a property Owner to create a modified Lot or Lots. The Covenants and Restrictions herein shall apply to each Lot so created thereby.

Section 3. Animals and Pets. No animals, livestock, or poultry or any kind shall be raised, bred, or kept on any Lot. Household pets will be permitted provided they are not raised for commercial purposes and property Owners are in compliance with the Hall County Animal Control Act. Structures for the care, housing or confinement of any pets and livestock, including the location of any such structure on any Lot, shall be approved by the ASRC.

Section 4. Motor Vehicles, Trailers, Boats, Etc. Mobile homes, motor homes, school buses, truck campers, campers, trailers or commercial vehicles of any kind not approved by the ASRC or Declaration and boats or motor vehicles shall not be parked upon any portion of the common property. Mobile homes, motor homes, school buses, boats, truck campers, campers, trailers or commercial vehicles of any kind shall not be parked or stored on any

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individual Lots except in such a manner that they are totally shielded from vision from the street and adjoining Lots.

Section 5. Waste Material Containers. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon the common properties except in sanitary containers which may be located by the Declarant in appropriate areas. Containers for garbage or other refuse on individual Lots shall be underground or in a screened sanitary enclosure as approved by the ASRC which must be compatible in appearance and location to the previously constructed home. Any such screened sanitary enclosure must exceed in height by at least one (1) foot any garbage containers placed or to be placed therein. Incinerators for garbage, trash or other refuse shall not be used.

Section 6. Prohibited Activities. Noxious, noisy or offensive activities shall not be conducted on the common property or in any facility located thereon or on individual Lots. Each Lot Owner, his family, visitors, guests, servants and agents shall refrain from any act or use of the common properties, the facilities, or individual Lots which could reasonably cause embarrassment, discomfort, annoyance or nuisance to others, or which could result in the cancellation of insurance on any portion of the common property, or which would be in violation of any law or governmental code or regulation. No Lot shall be used for a business purpose. No lot shall be used for a business purpose except in the case of a home office used incidentally to the residential use of the Lot and provided that no lot or portion thereof shall be rented to third parties.

Section 7. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the common properties or on any Lot in a location visible from a street, or an adjoining Lot.

Section 8. Ongoing Maintenance. All Lots, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective property Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Lot Owner to maintain his Lot and the exterior of all improvements located thereon in a neat and sound condition, Declarant may, after fourteen (14) days notice to such Owner, enter upon such Lot and perform such exterior maintenance as Declarant, in the exercise of its sole discretion, may deem necessary or advisable. Such Lot Owner shall be personally liable to Declarant for the direct and indirect cost of such maintenance, and the liability for such cost shall be a permanent charge and lien upon such Lot enforceable by Declarant by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give Declarant the right to enter upon such Lot and perform such maintenance, entry for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. Monday through Saturday. No such maintenance will be performed on Sundays.

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Section 9. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the common property and Lots shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 10. Signs. No signs of any kind or billboards or high and unsightly structures shall be erected or displayed to public view on any Lot, without first obtaining the written permission of Declarant, its successors or assigns. The Declarant shall be authorized to withhold its approval or consent until information as to size, style, and color of any proposed sign permitted hereunder is furnished. The provisions of this Section shall not be applicable to Declarant. This restriction shall not prohibit the placement of one standard residential size for sale sign on a lot.

Section 11. Temporary Structures. Neither a temporary nor permanent residence shall be established on any Lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other out building. No residence of a temporary character shall be permitted under any circumstances.

Section 12. Size of Dwelling. One story dwellings erected on any Lot shall have not less than one thousand eight hundred (1800) square feet of floor space on the main floor with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. The floor space requirements shall be exclusive of any space in garages, porches, patios, and finished basements and any nonhabitable area but may include floor space in a finished bonus room which has heat and is habitable. Each dwelling shall have at least a double, enclosed garage with minimum dimensions of twenty (20) feet by twenty (20) feet with two double or one single garage door. This square footage requirement may be modified as follows: In two story buildings having not less than two thousand (2000) square feet of floor space in habitable areas, the main floor requirement may be reduced to one thousand (1,000) square feet of area exclusive of any space in garages, porches, patios, and finished basements, and other nonhabitable areas. No dwelling shall be over two stories, excluding basement without prior approval by the ASRC. The requirements contained in this paragraph may be modified by the ASRC to accommodate placement of a structure on a lot. No split foyer floor plans will be approved. Claims by Owners and builders of the existence of a one and one-half (1 ½) story dwelling shall not be recognized and for purposes of these restrictions a one and one-half (1 ½) story dwelling does not exist. Any dwelling with heated, habitable floor space above the main level is considered a two story dwelling and must have two thousand (2000) square feet of floor space exclusive of any space in garages, porches, patios and finished basements.

Section 13. Building Locations. All buildings erected on Lots covered by this Declaration shall conform to the minimum setback line as shown on a recorded plat of said property. Declarant reserves the right to impose additional restrictions by Amendment to these Declarations. Any Owner who contends that his Lot cannot be developed in accordance with the setback requirements relating to the Lot lines without substantial economic hardship to the Owner may petition the Architectural Standards Review Committee (ASRC) for a variance from a setback. The petitioning Owner must identify the specific hardship created and the extent of

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the variance requested. The actions of the ASRC shall be in accordance of procedures and standards set by it, and its decision shall be based on the larger objectives of sound site planning and design compatibility of the subdivision as a whole if the variance were granted. The decision of the ASRC shall be final and subject to no further appeal. Any variance granted by the ASRC shall be subject to applicable governmental zoning restrictions.

Section 14. Building Completion. Once construction or modification plans have been approved by the ASRC and ground breaking has taken place, the project shall be diligently pursued to completion, and no dwelling shall be occupied until completed as per plans and specifications approved by the ASRC. The time from the initial ground breaking of the Lot to the completion of the dwelling will be limited to twelve (12) months.

ARTICLE VI SUBDIVISION GUIDELINES

Section 1. Additions and Accessories. All antennas, satellite dishes, radio transmission equipment, playground equipment, swimming pools, outbuildings, pet houses, gardens, or additions of any type must be pre-approved by the ASRC before purchase and/or construction. Antennas must be placed so as not to be visible from the street. All of the above-mentioned additions and accessories shall be placed at the rear of the dwelling. Basketball goals visible from the subdivision street are subject to approval and must be of the mobile type. Clotheslines shall not be seen from the street.

Section 2. Driveways. Driveways must be concrete, brick, masonry rock, or finished stone. No dirt, gravel, or asphalt driveways allowed. Any pipe placed under driveways must be flared on each end.

Section 3. Exteriors. The exterior of all homes must meet the covenant guidelines. Each home must be architecturally pleasing and in harmony with the other homes in the subdivision. The house must have rock, brick or other approved masonry product on a minimum of 100 square feet of the front exterior. No concrete or block foundations may be visible from any street. The foundations must be covered by brick, rock, or other approved masonry product. Stucco is not approved. Foundations visible from the street must be covered by brick or stone.

Section 4. Fencing. All fencing including materials and color must be approved prior to installation by the ASRC. Any fencing visible from the street must be decorative and in keeping with the surrounding community. Only rail or decorative fence type may be placed in front of rear foundation line and are subject to the approval of the ASRC.

Section 5. Garages. All homes must have a minimum of 20' x 20' enclosed, two car garage with finished interiors. All garages must have garage doors.

Section 6. Landscaping and Yards. Any yard facing a street must be sod. This will include two sides of the home on corner lots which must be sod. Natural areas are permitted

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with sodded areas, but only to accent the sodded areas. Homes existing prior to the recording date of these amended restrictive covenants are exempt from the sod requirement.

A landscape plan must be provided along with the house plan and approved by the ASRC prior to any landscape installation on any home. The ASRC will require a minimum number of plants, trees and shrubs to be placed in the front of the dwelling. Upon completion of the dwelling construction, the Lot Owner shall complete the landscaping of said Lot which shall include the clearing of all building debris, stumps, and any other unnatural foliage.

Section 7. Mailboxes. Mailboxes must be uniform in design and construction and must be approved by the ASRC.

Section 8. Satellite Dishes. Satellite dishes must not exceed 30" in diameter and must be placed in the rear of the home in a location so as not to be visible from the street where practical.

Section 9. Swimming Pools. All swimming pools must be enclosed by safe, decorative fencing to be approved by the ASRC.

Section 10. Vehicles. No vehicle may be parked on the streets overnight. No junk or inoperable vehicles are permitted. No working on cars in any area visible from the street. Vehicles shall not be parked on the Common Properties nor on unpaved portions of Lots.

Section 11. Fireplaces. Each home will have a fireplace.

Section 12. Sidewalks. Each Lot must have a sidewalk leading to the front door. The sidewalk must be made of concrete, brick or masonry rock. No asphalt sidewalks are permitted.

Section 13. Front Doors. All main front doors must be standard 3'0" or wider with sidelights or decorative glass.

Section 14. Out Buildings. Any storage building must be approved by the ASRC and must be erected directly behind the house with limited visibility from the street. Any storage building must be constructed of like material and design of the house.

Section 15. Construction Site. It is the responsibility of the property owner to ensure that the construction site stays neat and clean. No loud music or foul language will be permitted.

ARTICLE VII OTHER PROPERTY

Section 1. Supplementary Declarations. Without further assent or permit, Declarant for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of the Declaration to other real property by filing for record a supplemental declaration with respect to the property to be then subjected to this Declaration.

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**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Term. These covenants shall run with the land and be binding on all parties owning a Lot in said subdivision, as well as all parties claiming under them, subject to the exceptions stated herein, for a period of twenty (20) years. At the expiration of said term, these covenants shall automatically be extended for successive periods of ten (10) years unless terminated by an instrument in writing by a majority of the then Owners of Lots in the development.

Section 2. Amendment. The Covenants and Restrictions of this Declaration may be amended at any time and from time to time during the first twenty (20) year period, and at any time and from time to time during the period of and extension and renewal thereof, by and agreement agreed to and signed (a) by Declarant, if it is the Owner of any Lots then subject thereto, (b) by Owners (including the Declarant) of at least three fourths (3/4) of the Lots then subject thereto, and (c) by the then Owner of common properties subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed for records in the Office of the Clerk of the Superior Court of Hall County, Georgia. Every purchaser or grantee of any interest in the property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this new Declaration may be amended as provided in this Section.

This Declaration may be amended unilaterally at any time and from time to time by Declarant, (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation for judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender for purchaser of mortgage loans, including for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corp., to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to ensure mortgage loans on the Lots subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owners Lot or materially alter or change any Lot Owners right to the use and enjoyment of the common property as set forth herein unless such Lot Owner shall consent thereto in writing.

The Declarant may unilaterally amend this Declaration without the consent or approval of builders or other Owners for a period of eighteen (18) months from the date of recording of this Declaration so long as such Declarant amendment does not materially alter the obligations of Declarant, and builder, Owner or the association hereunder, or increase the assessment or liability of the Owners provided for in this Declaration.

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Section 3. Enforcement. Enforcement of the Covenants and Restrictions contained herein and of any other provision hereof shall by any appropriate proceeding at law or in equity brought by Declarant or by any Lot Owner against any person or persons violating or attempting to violate said Covenants, Restrictions or other provisions, either to restrain violations, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by Declarant or any property Owner to enforce any of said Covenants and Restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

In addition to all other rights for specific enforcement or for damages, violation of these Covenants may subject the violator to a fine of Fifty (\$50.00) dollars per day for each day during which such violation continues. Such fine may be assessed against the violator, in the discretion of the Declarant, in the same manner and subject to the same rights of enforcement as the lien for assessments created by Article IX of this Declaration. In any successful action seeking enforcement of these Covenants, the party seeking enforcement of the Covenants shall be entitled to reasonable attorney fees from the party violating the covenants. Any homeowner or contractor that has violated the restrictive covenants effective immediately prior to this amendment or the amended restrictive covenants evidenced hereby that have not been corrected cannot proceed with new or existing construction on a Lot or Lots until the violation(s) have been corrected to the satisfaction of the ASRC.

Section 4. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provisions contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest under this Declaration, provided however, that any such transferee, grantee or assignee shall take such right subject to all obligations of Declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as 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 the Declaration are declared to be severable.

Section 6. Captions. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

Section 7. Gender and Grammar The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronouns shall include the neuter and feminine.

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**ARTICLE IX
ASSESSMENTS**

Section 1. Purpose of Assessments. The assessments provided for herein shall be used for the improvement, maintenance and operation of the common properties, including but not limited to the payment of taxes and insurance thereon, repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof, as well as for the establishment and maintenance of one or more reserve funds for such purposes to cover unforeseen contingencies or deficiencies, or for emergency expenditures with respect to the common properties as may be authorized from time to time by the Declarant, for right-of-way landscaping and maintenance, payment of utility bills for street lights, and such other expenses for common areas as deemed necessary by the Association. The assessments may also be used for administration expenses including but not limited to professional services and costs associated with the administration of these Covenants and for the furnishing of services, including security services, provided for the common good.

Declarant shall be authorized to establish from time to time a reasonable amount which shall be contributed as a part of the assessment for capital purposes. As collected, such capital contributions shall be deposited in a separate capital account with separate records maintained thereof, and disbursements therefrom shall be only for capital purposes as determined from time to time by Declarant.

Section 2. Creation of the Lien and Personal Obligations for Assessments

A. Status as Lien. Each Lot now or hereafter subjected to this Declaration is subject to a lien and permanent charge in favor of Declarant for the annual assessment set forth in Section 3 of Article IX. Such assessments, together with such interest, costs of collection including reasonable attorney's fees and the fair rental value of the Lot from the time of the institution of an action to collect the lien until the sale of the Lot at foreclosure or until a judgment rendered in the action is otherwise satisfied as allowed by law, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made.

B. Notice to Owner. Prior to the initiation of an action to foreclose on any unpaid assessment, the Declarant will send notice to the Owner by certified mail, return receipt requested, addressed to the Owner at the Lot and at any other address or addresses which the Owner may have designated to the Declarant in writing. The notice shall inform the owner of the amount of assessment the due and payable together with the authorized late charges and interest accrued thereon. Not less than ten days (10) after said notice is sent, Declarant may initiate an action to foreclose the lien as allowed by law.

C. Written Request for Assessment Status. Declarant shall, upon written request from any Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot and upon payment of a \$10.00

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service charge by the inquiring party, provide a statement setting forth the amount of assessments past due and unpaid together with the late charges and interest applicable thereto against that Lot. Declarant shall respond to said written request within five business days from the receipt by the Declarant of said request provided that the request contains an address to which the response should be directed.

D. Personal Liability. Each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

E. Nonuse of Common Properties Does Not Relieve Owner from Liability. No Lot Owner may be relieved from liability for the assessments provided herein by non-use of the common properties or by abandonment of his Lot, or otherwise.

Section 3. Annual Assessments. The annual assessments payable to Declarant for common expenses and capital contributions shall be determined as follows:

A. Common Expenses. Not later than April 1 of each fiscal year (June to June), Declarant shall estimate and prepare a budget for the ensuing calendar year for the total of all common expenses anticipated during such year, which expenses shall be paid by annual assessments. If said estimated sum proves inadequate for any reason then, Declarant may levy at any time in the calendar year a further assessment for common expense. If for any reason an annual budget is not made as required hereby, that portion of the annual assessment for common expense for the ensuing calendar year shall remain the same as for the previous year.

B. Allocation. Unless otherwise specified by Declarant, each installment made by a Lot Owner on the annual assessment payable by such Owner shall be allocated to the common expense fund and to the capital reserve account on a pro rata basis, according to the amount to be paid for common expenses and the amount, if any, to be contributed to capital in the particular calendar year.

C. Due Dates. The annual assessments payable to the Declarant, as provided for in this Article IX, shall be established on a fiscal year basis (June to June) and shall commence as to each Lot as of the first day of the month next following the month in which title to such Lot is conveyed by Declarant. The first annual assessment payable to Declarant shall be adjusted according to the number of days remaining in the fiscal year as of the commencement date. The due date of subsequent annual assessments shall be June 1 of each year. A late fee of \$15.00 or 10% of the assessment whichever is greater will be charged to the Owner if the assessment is not paid by the due date. An additional 2% of the assessment will be charged to the Owner for each month the assessment is not paid in full. In the sole discretion of the Declarant, Declarant may require the payment of annual assessments on a monthly basis.

Section 4. Uniform rate of Assessment. Assessments will be fixed at a uniform rate for all Lots. Declarant shall, upon written request, furnish to any Owner liable for any such

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assessment a certificate in writing signed by an officer of Declarant, setting forth whether the same has been paid. A reasonable charge, as determined by Declarant, may be made for the issuance of certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Priority of Lien. The lien of the assessments provided for in this Article IX shall be prior and superior to all other liens except only (A) ad valorem taxes, or (B) all sums unpaid on first mortgage, if any, filed of record in the Office of the Clerk of the Superior Court of Hall County, or (C) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The sale or transfer of any Lot shall not affect the assessment lien. No such sale or transfer shall the successors in title and assigns thereof from liability for any assessment thereafter becoming due or the Lot from the lien thereof. Provided, however, Declarant may at any time, either before or after a first mortgage is placed on a Lot, waive, relinquish or quit claim in whole or in part the right of Declarant to assessments provided for herein with respect to such Lot coming due during the period while such Lot is or may be held for liquidation by the first mortgages pursuant to such sale or transfer.

ARTICLE X ASSOCIATION MEMBERSHIP

The fee simple Owner(s) of any Lot that is subject to this Declaration shall be deemed to have a membership in the Association, provided, however, that any person of entity who holds any such interest merely as security for the performance of any obligation, shall not be entitled to membership. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. The primary purpose for the Association shall be:

- A.** To enforce the provisions of the within declarations;
- B.** To preserve, as far as practicable, the natural beauty and to insure the best development of the property; and
- C.** To provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to, fences, walls, landscaping, planters, and signs.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year first above written.

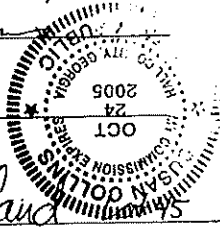
Signed, sealed and delivered
in the presence of:

RIVER'S EDGE SUBDIVISION
HOMEOWNERS ASSOCIATION,
INC.

[Signature]
Unofficial Witness
[Signature]
Notary Public

By: Michael H. Collins
Attest: Ryland E. Lassiat

My commission expires:



Susan Land Lot 86
Susan Land Allen Eades

Michael H. Collins Lot 50 Elaine A. Ingram Lot 22
Michael Collins Elaine Ingram

Regina Disharoon Lot 51 Harley Ingram Lot 22
Regina Disharoon Harley Ingram

Todd Britt Lot 41 Cathy Jones Lot 75
Todd Britt Cathy Jones

Ray Lassiat Lot 57 William R. Taylor
Ray Lassiat William R. Taylor

Cathy Lampert Lot 58 Kenneth W. Lampert Lot 58
Cathy Lampert Kenneth Lampert

Robert Westbrooks Lot 13 David Bishop
Robert Westbrooks David Bishop

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0089**EXHIBIT "A"****000089**

All that tract or parcel of land, together with improvements thereon, situate, lying and being in Land Lots 3 and 22, 12th District, Hall County, Georgia, consisting of Lots 1 through 33 and Lots 38 through 99 as shown on the plat of Phase One, River's Edge Subdivision, prepared by Moreland Altobelli Associates, Inc. dated May 10, 1995, recorded in Plat Slide 454, page 127A of the Hall County, Georgia Plat Records, which plat is incorporated herein by reference.

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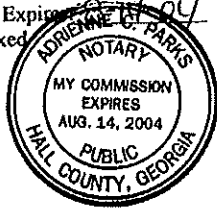
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Signed, sealed and delivered
in the presence of:

Betty Conley
Unofficial Witness

Adrienne C. Parks
Notary Public

My Commission Expires 8/14/04
Notary Seal Affixed



G. T. Thomas
G. T. Thomas

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Signed, sealed and delivered
in the presence of:

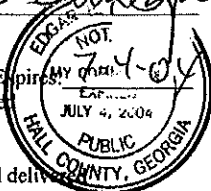
LaQuita Lunsford
LAQUITA LUNSFORD

David Carson
Unofficial Witness

Edgar B. Dunlap
Notary Public

My Commission Expires: *7-4-04*

Notary Seal Affixed



Signed, sealed and delivered
in the presence of:

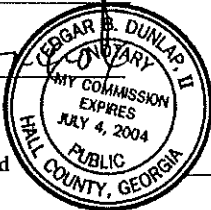
M. N. Lunsford
M. N. LUNSFORD

David Carson
Unofficial Witness

Edgar B. Dunlap
Notary Public

My Commission Expires: *7-4-04*

Notary Seal Affixed



Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

Notary Seal Affixed

84228
8892

000092

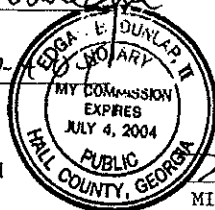
Signed, sealed and delivered
in the presence of:

Debbie Lunsford Love
DEBBIE LUNSFORD-LOVE

David Conn
Unofficial Witness

Edgar B. Dunlap II
Notary Public

My Commission Expires: 7-4-04
Notary Seal Affixed



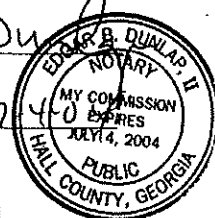
Signed, sealed and delivered
in the presence of:

Mike Love
MIKE LOVE

David Conn
Unofficial Witness

Edgar B. Dunlap II
Notary Public

My Commission Expires: 7-4-04
Notary Seal Affixed



Signed, sealed and delivered
in the presence of:

Unofficial Witness


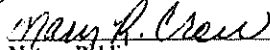
Notary Public

My Commission Expires: _____
Notary Seal Affixed

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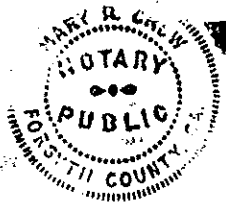
Signed, sealed and delivered
in the presence of:


Michael Scroggs
Unofficial Witness
Notary Public

Notary Public, Forsyth County, Georgia

My Commission Expires ~~My~~ Commission Expires Sept. 13, 2002

Notary Seal Affixed



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0094

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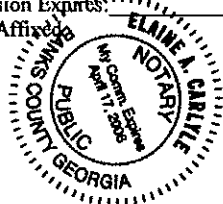
Signed, sealed and delivered
in the presence of:

Brandi E. Parker
Unofficial Witness

Elaine A. Canfield
Notary Public

My Commission Expires:

Notary Seal Affixed



Amy Scroggs
Amy Scroggs

04228
0095

000095

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed

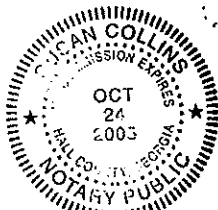
Margaret W. Lassie
Margaret Lassie



Neil Johnson
Neil Johnson



Franchette Delana
Franchette Delana



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0096 Apr 17 02 03:51p LAQUITA T

770 536 8397

p.1

000096

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires
Notary Seal Affixed

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

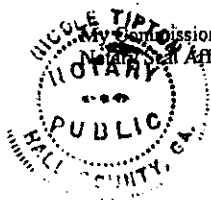
My Commission Expires
Notary Seal Affixed

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

[Signature]
Jerry Tipton



Notary Public, Hall County, Georgia

My Commission Expires: My Commission Expires Mar. 27, 2006

Notary Seal Affixed

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8897

000097

Signed, sealed and delivered
in the presence of:

Shanna Thompson
Shanna Thompson
Rodney G. Thompson
Rodney Thompson



Commission Expires:

Notary Public, Hall County, Georgia
My Commission Expires September 28, 2004

Seal Affixed

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0098

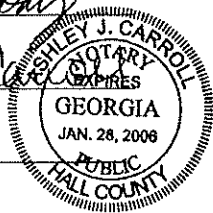
000098

Signed, sealed and delivered
in the presence of:

Nancy L. Day
Unofficial Witness

Ashley J. Carroll
Notary Public

My Commission Expires:
Notary Seal Affixed



Angie Taylor
Angie Taylor

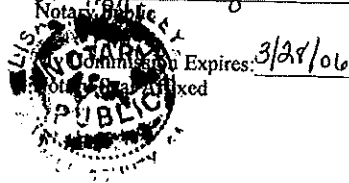
04228
0099

000099

Signed, sealed and delivered
in the presence of:

Bill Pendley
Unofficial Witness

Donna A. Hartley



Mark and Lynn Noll

Mark and Lynn Noll

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0100

000100

Signed, sealed and delivered
in the presence of:

Lura Boswell
Unofficial Witness

Elizabeth H Ormsbee
Elizabeth Ormsbee

Doris R Seabolt
Notary Public



Notary Public, Hall County, Georgia
My Commission Expires: Oct. 13, 2003

04228
0101

000101

Signed, sealed and delivered
in the presence of:

Donald K Ormsbee

Donald Ormsbee

Leslie D. Smiley
Unofficial Witness

Nancy White
Notary Public

My Commission Expires:
Notary Seal Affixed

Notary Public, Hall County, Georgia
My Commission Expires 12-14-2020



04228
0102

000102

Signed, sealed and delivered
in the presence of:

Mary F Holland
Mary Holland

Susan Louren
Unofficial Witness

Jeana M. May
Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires October 19, 2003

My Commission Expires: _____

Notary Seal Affixed



04228
0103

000103

Signed, sealed and delivered
in the presence of:

Annette H. Ramsey
Unofficial Witness

Cindy L. Smith
Notary Public

My Commission Expires: 12-12-2002
Notary Seal Affixed



Janice Preslar
Janice Preslar

04228
0184

000104

Signed, sealed and delivered
in the presence of:

Dawn M. Bishop
Dawn Bishop

Barbara Thomason
Unofficial Witness

Sandra Hayner
Notary Public

My Commission Expires: 11/18/02
Notary Seal Affixed



04228
0105

I agree to abide by the covenants as amended for
the River Edge Subdivision Homeowners Association

000105

5-7-02
Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Jean C. Hatcher
Notary Public

Cynthia L. Johnson
5-7-02
Cynthia Johnson

Notary Public, Hall County, Georgia
My Commission Expires Aug. 21, 2004



04228
0106Signed, sealed and delivered
in the presence of:Shirre Galubs
Unofficial WitnessW. D. L. L.
Unofficial WitnessMy Commission Expires 12-5-04
Notary Seal AffixedSigned, sealed and delivered
in the presence of:Richard J. Land
Unofficial WitnessSusan Collins
Notary PublicMy Commission Expires: 10/24/05
Notary Seal AffixedSigned, sealed and delivered
in the presence of:Gerri Collins
Unofficial WitnessSusan Collins
Notary PublicMy Commission Expires: 10/24/05
Notary Seal Affixed

000106

David Disharoon
David DisharoonRichard J. Land
Richard J. LandGerri Collins
Gerri Collins

04228
0107

000107

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 10/24/12
Notary Seal Affixed

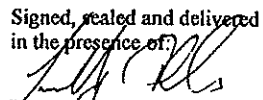
James C. Jones LOT 75
James Jones



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0108

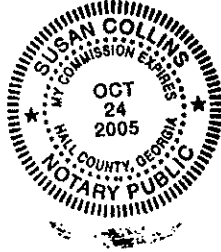
000108

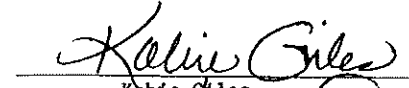

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed




Kobbie Giles

David Giles

04228
0109

000109

Signed, sealed and delivered
in the presence of

Unofficial Witness

Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed

Amy R. Britt
Amy Britt



04228
0110

000110

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 10/24/05
Notary Seal Affixed

[Signature]
Kaye Hulsey
[Signature]
Ronald Hulsey



02790

0254

4:45 Pm
 Georgia, Hall County, Clerk Superior Court
 Filed in office, this 23 day of Jan.
 1997 at 4:45 P.M. Recorded in
 Book 2790 Page(s) 254
 this 24 day of Jan., 1997
 DWIGHT S. WOOD, CLERK, by: myy-cc
 P.O. # 1075,76
 SNF.

RE: RESTRICTIVE COVENANTS FOR
 RIVER'S EDGE SUBDIVISION
 PHASE I RECORDED IN DEED
 BOOK 2424, PAGES 297-304,
 HALL COUNTY, GEORGIA DEED
 RECORDS.

ASSIGNMENT OF RIGHT'S

254

WHEREAS, James Road Development, Inc. did establish and record restrictive covenants for River's Edge Subdivision which are recorded in Deed Book 2424, Page 297-304, of the Hall County, Georgia deed records; and

WHEREAS, said covenants provide among other things for an architectural control committee, which committee shall consist of James Road Development, Inc.; and

WHEREAS, James Road Development, Inc. is selling its remaining interest in River's Edge Subdivision to Thunder River, L.L.C., which interest consist of approximately 78 lots; and

WHEREAS, James Road Development, Inc. desires to transfer all of its rights under said restrictive covenants to Thunder River, L.L.C.

NOW, THEREFORE, for and in consideration of One and No/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged James Road Development, Inc. hereby appoints Thunder River, L.L.C. as the architectural control committee for River's Edge Subdivision Phase I and transfer and assigns all its rights, title and interest under the terms of said covenants.

IN WITNESS WHEREOF, James Road Development, Inc. has caused this document to be execute by its proper corporate officer and its seal affixed this 22nd day of January, 1997.

Signed, sealed and delivered
 in the presence of:

Witness

Thomas L. E.
 Notary Public
 My commission expires 2001
 F:\DOCS\TOM\THUNDER\ASS 2001\01MAY2

JAMES ROAD DEVELOPMENT, INC.

By:

Debbie H. Johnson
 President



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0255

Return to: Stewart Melvin & Frost, LLP
P.O. Box 2289
Oak Grove, Ga 30503
Attn: D. Thomas Lafave

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 100.00

Date 1-23-97

DWIGHT S. WOOD

Clerk of Superior Court

By mtg/DC

WARRANTY DEED

GEORGIA, COUNTY OF HALL

255

THIS INDENTURE, made this 24 day of January in the Year of Our Lord One Thousand Nine Hundred and Ninety Seven between Debbie H. Johnson of the State of Georgia and County of Hall (hereinafter called "GRANTOR"), and Thunder River, L.L.C. of the State of Georgia and County of Hall (hereinafter called "GRANTEE"),

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 22 of the 12th Land district of Hall County, Georgia being 44.734 acres as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference thereto.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, forever, in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons whomsoever.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered
in presence of:

Stewart Melvin & Frost, LLP
Unofficial Witness

Debbie H. Johnson (SEAL)
Debbie H. Johnson

D. Thomas Lafave
Notary Public, Georgia

My Comm. Expires



Georgia, Hall County, Clerk Superior Court
Filed in office, this 23 day of Jan,
1997, at 4:45 P.M. Recorded in
Book 2790 Page(s) 255-261
this 24 day of Jan, 1997.

DWIGHT S. WOOD, CLERK, by: mtg/DC

Td.SMF.
CK# 1075,76

197-261
255-261

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EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 22 of the 12th District of Hall County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar) on the north line of Land Lot 22, said iron pin being located 841.57 feet west of the intersection of said Land Lot line and the west right-of-way of State Route 129,

THENCE South 00 degrees 50 minutes 00 seconds East for a distance of 137.20 feet to an iron pin set (1/2" rebar) on the north right-of-way of a proposed road;

THENCE along a curve to the right having a radius of 50.00 feet and an arc length of 34.26 feet, being subtended by a chord of South 40 degrees 04 minutes 00 seconds East for a distance of 33.59 feet along said proposed right-of-way to a point;

THENCE along a curve to the left having a radius of 30.00 feet and an arc length of 24.38 feet, being subtended by a chord of South 43 degrees 43 minutes 21 seconds East for a distance of 23.72 feet along said proposed right-of-way to a point;

THENCE South 67 degrees 00 minutes 22 seconds East for a distance of 159.61 feet along said proposed right-of-way to a point;

THENCE along a curve to the right having a radius of 260.00 feet and an arc length of 370.78 feet, being subtended by a chord of South 26 degrees 09 minutes 08 seconds East for a distance of 340.15 feet along said proposed right-of-way to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 78 degrees 38 minutes 01 seconds East for a distance of 317.15 feet to a point in the centerline of a creek;

THENCE along the centerline of said creek the following courses:

South 10 degrees 09 minutes 52 seconds West for a

distance of 43.08 feet ;

THENCE South 25 degrees 23 minutes 31 seconds West for a distance of 16.51 feet ;

THENCE South 04 degrees 28 minutes 35 seconds West for a distance of 35.88 feet ;

THENCE South 29 degrees 25 minutes 35 seconds West for a distance of 36.40 feet ;

THENCE South 13 degrees 07 minutes 29 seconds East for a distance of 20.17 feet ;

THENCE South 39 degrees 14 minutes 43 seconds West for a distance of 27.66 feet ;

THENCE South 20 degrees 33 minutes 47 seconds West for a distance of 49.45 feet ;

THENCE South 27 degrees 15 minutes 26 seconds West for a distance of 34.96 feet ;

THENCE South 63 degrees 41 minutes 55 seconds West for a distance of 32.23 feet ;

THENCE South 31 degrees 44 minutes 52 seconds West for a distance of 43.87 feet ;

THENCE South 29 degrees 15 minutes 20 seconds West for a distance of 47.97 feet ;

THENCE South 41 degrees 46 minutes 11 seconds West for a distance of 28.12 feet ;

THENCE North 87 degrees 22 minutes 25 seconds West for a distance of 6.52 feet ;

THENCE South 33 degrees 06 minutes 58 seconds West for a

256

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distance of 22.59 feet ;
THENCE North 68 degrees 06 minutes 40 seconds West for a
distance of 24.87 feet ;
THENCE South 70 degrees 21 minutes 05 seconds West for a
distance of 39.98 feet ;
THENCE South 68 degrees 11 minutes 42 seconds West for a
distance of 51.67 feet ;
THENCE South 61 degrees 55 minutes 35 seconds West for a
distance of 28.91 feet ;
THENCE South 83 degrees 32 minutes 39 seconds West for a
distance of 12.62 feet ;
THENCE South 46 degrees 29 minutes 02 seconds West for a
distance of 26.74 feet ;
THENCE North 27 degrees 41 minutes 47 seconds West for a
distance of 27.55 feet ;
THENCE North 84 degrees 07 minutes 24 seconds West for a
distance of 29.52 feet ;
THENCE North 21 degrees 21 minutes 32 seconds West for a
distance of 16.46 feet ;
THENCE North 40 degrees 45 minutes 43 seconds West for a
distance of 45.20 feet ;
THENCE North 78 degrees 09 minutes 19 seconds West for a
distance of 72.61 feet ;
THENCE North 37 degrees 45 minutes 27 seconds West for a
distance of 30.91 feet ;
THENCE North 74 degrees 37 minutes 31 seconds West for a
distance of 15.24 feet ;
THENCE North 36 degrees 47 minutes 59 seconds East for a
distance of 21.91 feet ;
THENCE North 55 degrees 10 minutes 06 seconds West for a
distance of 14.58 feet ;
THENCE North 63 degrees 12 minutes 55 seconds West for a
distance of 12.02 feet ;
THENCE North 35 degrees 38 minutes 13 seconds West for a
distance of 8.86 feet ;
THENCE North 61 degrees 01 minutes 21 seconds West for a
distance of 17.27 feet ;
THENCE North 79 degrees 30 minutes 39 seconds West for a
distance of 14.52 feet ;
THENCE South 72 degrees 32 minutes 23 seconds West for a
distance of 9.75 feet ;
THENCE North 21 degrees 35 minutes 37 seconds West for a
distance of 14.42 feet ;
THENCE North 44 degrees 58 minutes 35 seconds West for a
distance of 55.83 feet ;
THENCE North 59 degrees 26 minutes 56 seconds West for a
distance of 24.46 feet ;
THENCE North 26 degrees 45 minutes 48 seconds West for a
distance of 63.67 feet ;
THENCE South 65 degrees 54 minutes 55 seconds West for a
distance of 59.76 feet ;
THENCE North 15 degrees 40 minutes 42 seconds West for a
distance of 57.11 feet ;
THENCE North 03 degrees 19 minutes 03 seconds West for a
distance of 38.98 feet ;
THENCE North 16 degrees 22 minutes 02 seconds West for a
distance of 16.05 feet ;
THENCE North 22 degrees 49 minutes 01 seconds West for a
distance of 12.99 feet ;
THENCE North 26 degrees 58 minutes 27 seconds West for a

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distance of 35.75 feet ;
THENCE South 56 degrees 36 minutes 39 seconds West for a
distance of 25.02 feet ;
THENCE North 39 degrees 31 minutes 12 seconds West for a
distance of 87.57 feet ;
THENCE North 59 degrees 48 minutes 10 seconds West for a
distance of 45.20 feet ;
THENCE North 60 degrees 52 minutes 16 seconds West for a
distance of 77.05 feet ;
THENCE North 01 degrees 50 minutes 50 seconds East for a
distance of 18.43 feet ;
THENCE North 56 degrees 05 minutes 51 seconds West for a
distance of 28.25 feet ;
THENCE North 85 degrees 10 minutes 28 seconds West for a
distance of 30.65 feet ;
THENCE South 48 degrees 08 minutes 09 seconds West for a
distance of 31.47 feet ;
THENCE North 21 degrees 44 minutes 33 seconds West for a
distance of 17.85 feet ;
THENCE North 40 degrees 06 minutes 47 seconds West for a
distance of 12.52 feet ;
THENCE North 86 degrees 11 minutes 41 seconds West for a
distance of 45.61 feet ;
THENCE North 07 degrees 56 minutes 47 seconds West for a
distance of 17.82 feet ;
THENCE North 51 degrees 42 minutes 26 seconds West for a
distance of 40.70 feet ;
THENCE North 82 degrees 33 minutes 46 seconds West for a
distance of 75.47 feet ;
THENCE North 70 degrees 24 minutes 26 seconds West for a
distance of 34.38 feet ;
THENCE South 88 degrees 32 minutes 36 seconds West for a
distance of 24.00 feet ;
THENCE North 69 degrees 20 minutes 04 seconds West for a
distance of 54.00 feet ;
THENCE North 54 degrees 40 minutes 20 seconds West for a
distance of 60.53 feet ;
THENCE North 78 degrees 25 minutes 44 seconds West for a
distance of 33.60 feet ;
THENCE North 83 degrees 02 minutes 55 seconds West for a
distance of 25.04 feet ;
THENCE North 19 degrees 57 minutes 28 seconds West for a
distance of 33.64 feet ;
THENCE North 56 degrees 26 minutes 45 seconds West for a
distance of 30.11 feet ;
THENCE North 58 degrees 42 minutes 35 seconds West for a
distance of 23.68 feet ;
THENCE North 49 degrees 02 minutes 13 seconds West for a
distance of 38.06 feet ;
THENCE South 66 degrees 16 minutes 35 seconds West for a
distance of 16.11 feet ;
THENCE North 64 degrees 53 minutes 27 seconds West for a
distance of 26.30 feet ;
THENCE North 55 degrees 32 minutes 55 seconds West for a
distance of 58.82 feet ;
THENCE North 39 degrees 35 minutes 18 seconds West for a
distance of 11.20 feet ;
THENCE North 62 degrees 50 minutes 47 seconds West for a
distance of 66.15 feet ;
THENCE South 42 degrees 52 minutes 40 seconds West for a

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distance of 29.09 feet ;
THENCE South 33 degrees 13 minutes 52 seconds West for a
distance of 28.01 feet ;
THENCE South 84 degrees 31 minutes 00 seconds West for a
distance of 28.89 feet ;
THENCE North 11 degrees 55 minutes 04 seconds West for a
distance of 41.43 feet ;
THENCE North 54 degrees 59 minutes 44 seconds West for a
distance of 21.34 feet ;
THENCE South 60 degrees 10 minutes 02 seconds West for a
distance of 40.81 feet ;
THENCE South 50 degrees 48 minutes 53 seconds West for a
distance of 32.52 feet ;
THENCE North 35 degrees 33 minutes 40 seconds West for a
distance of 7.76 feet ;
THENCE South 85 degrees 09 minutes 38 seconds West for a
distance of 27.33 feet ;
THENCE South 40 degrees 03 minutes 19 seconds West for a
distance of 14.25 feet ;
THENCE North 48 degrees 43 minutes 43 seconds West for a
distance of 12.62 feet ;
THENCE North 44 degrees 11 minutes 11 seconds East for a
distance of 45.10 feet ;
THENCE North 51 degrees 05 minutes 35 seconds West for a
distance of 34.76 feet ;
THENCE South 33 degrees 44 minutes 29 seconds West for a
distance of 26.15 feet ;
THENCE North 62 degrees 34 minutes 05 seconds West for a
distance of 92.28 feet ;
THENCE North 54 degrees 47 minutes 16 seconds East for a
distance of 28.39 feet ;
THENCE North 43 degrees 21 minutes 44 seconds West for a
distance of 39.63 feet ;
THENCE North 82 degrees 56 minutes 03 seconds West for a
distance of 19.71 feet ;
THENCE North 16 degrees 46 minutes 42 seconds West for a
distance of 16.44 feet ;
THENCE South 84 degrees 11 minutes 57 seconds West for a
distance of 21.45 feet ;
THENCE North 43 degrees 51 minutes 37 seconds West for a
distance of 36.59 feet ;
THENCE South 80 degrees 21 minutes 53 seconds West for a
distance of 25.72 feet ;
THENCE North 13 degrees 11 minutes 32 seconds West for a
distance of 36.02 feet ;
THENCE North 18 degrees 37 minutes 58 seconds East for a
distance of 31.43 feet ;
THENCE North 16 degrees 28 minutes 17 seconds West for a
distance of 15.93 feet ;
THENCE South 81 degrees 04 minutes 35 seconds West for a
distance of 16.79 feet ;
THENCE North 33 degrees 28 minutes 13 seconds West for a
distance of 20.75 feet ;
THENCE North 06 degrees 51 minutes 30 seconds West for a
distance of 16.93 feet ;
THENCE North 43 degrees 54 minutes 20 seconds West for a
distance of 36.43 feet ;
THENCE North 55 degrees 47 minutes 57 seconds West for a
distance of 39.05 feet ;
THENCE North 24 degrees 39 minutes 04 seconds West for a

259

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distance of 6.85 feet ;
THENCE South 13 degrees 23 minutes 12 seconds East for a
distance of 5.68 feet ;
THENCE South 28 degrees 02 minutes 59 seconds West for a
distance of 22.40 feet ;
THENCE South 51 degrees 43 minutes 55 seconds West for a
distance of 15.53 feet ;
THENCE North 89 degrees 00 minutes 13 seconds West for a
distance of 13.71 feet ;
THENCE South 45 degrees 59 minutes 55 seconds West for a
distance of 21.30 feet ;
THENCE South 62 degrees 34 minutes 26 seconds West for a
distance of 22.15 feet ;
THENCE South 74 degrees 03 minutes 47 seconds West for a
distance of 16.67 feet ;
THENCE South 20 degrees 55 minutes 14 seconds West for a
distance of 42.83 feet ;
THENCE North 59 degrees 26 minutes 57 seconds West for a
distance of 17.39 feet ;
THENCE South 56 degrees 14 minutes 06 seconds West for a
distance of 17.79 feet ;
THENCE South 58 degrees 35 minutes 23 seconds West for a
distance of 22.95 feet ;
THENCE South 18 degrees 26 minutes 13 seconds West for a
distance of 20.42 feet ;
THENCE South 83 degrees 53 minutes 26 seconds West for a
distance of 14.24 feet ;
THENCE North 53 degrees 19 minutes 04 seconds West for a
distance of 22.97 feet ;
THENCE South 30 degrees 26 minutes 19 seconds West for a
distance of 35.62 feet ;
THENCE North 67 degrees 03 minutes 52 seconds West for a
distance of 21.04 feet ;
THENCE South 55 degrees 20 minutes 51 seconds West for a
distance of 11.47 feet ;
THENCE South 11 degrees 21 minutes 42 seconds East for a
distance of 32.44 feet ;
THENCE South 68 degrees 09 minutes 55 seconds West for a
distance of 31.71 feet ;
THENCE South 34 degrees 19 minutes 51 seconds West for a
distance of 10.75 feet ;
THENCE South 06 degrees 45 minutes 49 seconds East for a
distance of 10.62 feet ;
THENCE South 71 degrees 26 minutes 09 seconds West for a
distance of 44.77 feet ;
THENCE South 67 degrees 56 minutes 16 seconds West for a
distance of 25.47 feet ;
THENCE South 09 degrees 41 minutes 44 seconds West for a
distance of 27.11 feet ;
THENCE North 74 degrees 05 minutes 49 seconds West for a
distance of 18.27 feet ;
THENCE South 73 degrees 41 minutes 46 seconds West for a
distance of 71.55 feet ;
THENCE South 35 degrees 44 minutes 13 seconds West for a
distance of 21.49 feet ;
THENCE North 80 degrees 15 minutes 08 seconds West for a
distance of 35.10 feet ;
THENCE South 43 degrees 00 minutes 57 seconds West for a
distance of 49.18 feet ;
THENCE North 82 degrees 44 minutes 44 seconds West for a

260

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Georgia, Hall County, Clerk Superior Court
Filed in office, this 21 day of Sept
2001 at 3:30 p.m. Recorded in
Book 3990 Page(s) 204-205
this 24 day of Sept, 2001.
DWIGHT S. WOOD, CLERK by: gc
25709

→ Prepared by/return to:
Edgar B. Dunlap, II
Whelchel & Dunlap, LLP
Post Office Box 1
Gainesville, GA 30503

IN RE: Restrictive Covenants for
River's Edge Subdivision, Phase I recorded
in Deed Book 2424, pages 297-305, Hall
County, Georgia Deed Records.

ASSIGNMENT OF RIGHTS

WHEREAS, James Road Development, Inc. did establish and record restrictive covenants for River's Edge Subdivision which are recorded in Deed Book 2424, pages 297-304, of the Hall County, Georgia Deed Records; and

WHEREAS, said covenants provide among other things for an architectural control committee; and

WHEREAS, Thunder River, L.L.C. desires to transfer all of its rights under said restrictive covenants to River's Edge Subdivision Homeowners Association, Inc.;

NOW, THEREFORE, for and in consideration of One and No/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Thunder River, L.L.C. hereby transfers and assigns all its rights, title and interest under the terms of said covenants to River's Edge Homeowners Association, Inc., including but not limited to all rights, duties and obligations with respect to the architectural control committee described in said restrictive covenants.

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IN WITNESS WHEREOF, Thunder River, L.L.C. has caused this document to be
executed by its duly authorized Manager and its seal affixed hereto this 27 day of ^{September} ~~August~~,

2001.

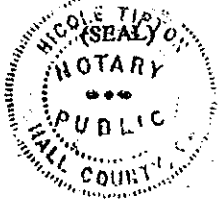
Signed, sealed and delivered
in the presence of:

THUNDER RIVER, L.L.C.

Unofficial Witness

Notary Public

My commission expires: My Commission Expires Mar. 27, 2006

By: M. N. SunbfordName:
Its ManagerBy: S. A. TiptonName: Sony A. Tipton
Its Manager

Type: DEED

Book: 07213

Page: 00620

015519

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 26 day of June
20 13 at 2:47 PM. Recorded in Deed
Book 7213 Page(s) 620-622
Charles Baker, Clerk By JNL

000620

✓ After Recording Return To:
Lueder, Larkin & Hunter, LLC
2039 Windward Parkway, Suite 390
Alpharetta, Georgia 30009
Attn: John T. Lueder

Cross Reference:
Deed Book 4228, Page 75

STATE OF GEORGIA

COUNTY OF HALL

**AMENDMENT TO THE AMENDATORY DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR RIVER'S EDGE SUBDIVISION**

This Amendment to the Amendatory Declaration of Covenants, Conditions, Restrictions and Easements for River's Edge Subdivision (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, on July 27, 1995, the original Declaration of Protective Covenants for River's Edge Subdivision was recorded in Deed Book 2424, Page 297 of the Hall County, Georgia land records (hereafter referred to as the "Original Declaration");

WHEREAS, on June 18, 2002, an Amendatory Declaration of Covenants, Conditions, Restrictions and Easements for River's Edge Subdivision was recorded in Deed Book 4228, Page 75 of the Hall County, Georgia land records (hereafter referred to as the "Amended and Restated Declaration");

WHEREAS, the Amended and Restated Declaration provides that its purpose was to replace the Original Declaration;

WHEREAS, Article VIII, Section 2 of the Amended and Restated Declaration provides that the Amended and Restated Declaration may be amended by an agreement signed by the following: (1) the Declarant; (2) Owners of at least three-fourths (3/4) of the Lots within the River's Edge Subdivision; and (3) the Owner of the Common Properties;

WHEREAS, River's Edge Subdivision Homeowners Association, Inc. is the Declarant pursuant to Article I, Section 3 of the Amended and Restated Declaration and pursuant to that certain

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Assignment recorded on September 24, 2001 in Deed Book 3990, Page 204 of the Hall County, Georgia land records;

WHEREAS, the term Common Properties is defined within Article I, Section 2 of the Amended and Restated Declaration to include all personal property and real property owned for the common use and enjoyment of the Owners, such as the lighting, roadway landscaping, entranceway, fencing, signage, and other similar facilities;

WHEREAS, River's Edge Subdivision Homeowners Association, Inc. is the Owner of the Common Properties pursuant to Article III, Section 1 of the Amended and Restated Declaration and pursuant to that certain Assignment recorded on September 24, 2001 in Deed Book 3990, Page 204 of the Hall County, Georgia land records;

WHEREAS, River's Edge Subdivision Homeowners Association, Inc., as the Declarant and as the Owner of the Common Properties wishes to amend the Amended and Restated Declaration and has agreed to this Amendment;

WHEREAS, Owners of at least three-fourths (3/4) of the Lots within the River's Edge Subdivision wish to amend the Amended and Restated Declaration and have approved this Amendment by completing written consents, which are hereby incorporated into this Amendment by this reference and which are maintained by the Association; and

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1.

Article I is amended by adding thereto the following as Section 6.

Section 6. "Georgia Property Owners' Association Act" or "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as the same may be supplemented, amended, or modified. River's Edge Subdivision is a residential property owners development which is hereby submitted to the Act. The Amended and Restated Declaration and all property subject to the Amended and Restated Declaration are accordingly submitted to the Act.

2.

Article V is amended by adding thereto the following as Section 15.

Section 15. Onsite Construction. All dwellings on a Lot must be constructed on the Lot. No prefabricated constructed houses or modular houses may be erected or placed on any Lot. This amendment shall not alter any other use restriction. All use restrictions set forth within the Amended and Restated Declaration, including within Articles V and VI, shall be applicable to all Lots.

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3.

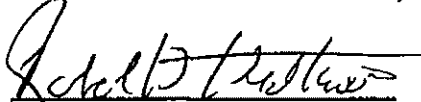
Article IX is amended by adding thereto the following as Section 6.

Section 6. Unpaid Assessments. Notwithstanding any provision to the contrary, any and all unpaid assessments shall be subject to a ten percent (10%) late charge, plus interest at the rate of ten percent (10%) per annum, plus the costs of collection, including court costs and reasonable attorney's fees actually incurred.

IN WITNESS WHEREOF, the undersigned, on behalf of River's Edge Subdivision Homeowners Association, Inc., as the Declarant and as the Owner of the Common Properties, hereby approves this Amendment and certifies that at least three-fourths (3/4) of the Lots within the River's Edge Subdivision have approved this Amendment by completing written consents, which are hereby incorporated into this Amendment by this reference and which are maintained by the Association.

Dated this 25 day of June, 2013.

RIVER'S EDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.



Signature of President

Print Name: Robert W. Leifhender

Sworn to and subscribed before me
this 25 day of June, 2013

Witness: Leifhender


Notary Public



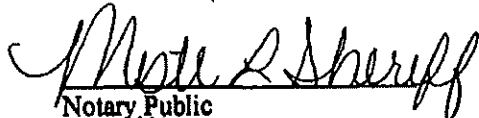


Signature of Secretary

Print Name: DONNA J. Fulcher

Sworn to and subscribed before me
this 25 day of June, 2013

Witness: Shonda Cochran


Notary Public



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0297*For Assignment of Rights see D.B. 2790 Pg. 254***DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS****FOR RIVER'S EDGE SUBDIVISION**

STATE OF GEORGIA,

297

COUNTY OF HALL.

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, made and published this 27th day of July, 1995, by JAMES ROAD DEVELOPMENT, INC. of Hall County, Georgia, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, JAMES ROAD DEVELOPMENT, INC. is the owner of a subdivision in the County of Hall, State of Georgia, known as River's Edge Subdivision, the same being a subdivision of all those certain lots, tracts or parcels of land, situate, lying and being in Hall County, Georgia, and shown and delineated by a plat of survey of same prepared by Moreland Altobelli & Associates, Georgia Registered Land Surveyor, dated May 10, 1995, and recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Slide 454, page 127A, and

WHEREAS, it is to the best interest, benefit and advantage of said owner as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in River's Edge Subdivision that certain protective covenants governing and regulating the use and occupancy of same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the owner of River's Edge Subdivision and each and every subsequent owner of every lot therein, the said JAMES ROAD DEVELOPMENT, INC. does hereby establish, promulgate and publish the following Restrictive and Protective Covenants, which shall bind all persons hereafter owning said lots or any of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of the Superior

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Court of Hall County, Georgia and shall run with the lands and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this date, at which time said covenants may be extended, amended or terminated in whole or in part as hereinafter provided.

**ONE
LAND USE AND BUILDING TYPE**

All of lots in said subdivision shall be known, described and used solely as residential lots and no structure shall be erected, altered, placed or permitted on any lot other than a one, detached, single-family dwelling. The erection of a detached garage and/or guest quarters will be permitted subject to prior approval of the Architectural Control Committee.

All dwellings or homes located on said lots shall: (a) be constructed by builders approved by JAMES ROAD DEVELOPMENT, INC. or its successors or assigns; (b) by subject to the approval of the Architectural Control Committee as to the design as provided for hereinafter, with exteriors of brick, vinyl, wood, stucco or synthetic stucco or other material.

**TWO
RESUBDIVISION OF LOTS**

No residential lot shall be resubdivided into building plats of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

**THREE
LAND USE**

Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding. No residence of a temporary character shall be permitted under any circumstances.

**FOUR
ARCHITECTURAL CONTROL**

No building shall be erected, placed or altered on any lot unless the design and location on the lot conforms to and is in harmony with the character of design for existing structures on the

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subdivisions tract and is approved in writing by the Architectural Control Committee. JAMES ROAD DEVELOPMENT, INC. shall be the Architectural Control Committee and is empowered to approve housing plans and specifications as to design, quality of workmanship, materials and as to the location of any structure with respect to topography and finished grade elevation. Lot owners desiring to construct a dwelling shall first submit plans and specifications therefore to the Architectural Control Committee and obtain written approval from it prior to the placement of any improvement on said lot.

No gate, columns, wall or fences shall be erected or placed along the front lot line unless the design or location conforms to and is in harmony with the design and construction of existing appurtenances. No chain link fences are to be placed in front of the rear foundation line of the house. Only rail or decorative fence type may be placed in front of rear foundation line. All playground equipment shall be placed at the rear of the dwelling. Garbage containers, clothes lines, boats, trailers and campers shall be placed or stored in a location so as not to be visible from the street.

No satellite reception dish over three feet (3') in diameter shall be placed on any lot. Any such dish under three feet (3') in diameter which is utilized shall be placed in an inconspicuous location as approved by the Architectural Control Committee.

No structure with the exception of mail boxes shall be erected between the front lot line and the street. All mail boxes are to be uniform in design and construction.

Any storage building or out building must be approved by the Architectural Control Committee and must be erected directly behind the house with limited visibility from the street and constructed of like material and design of the house.

FIVE LANDSCAPING

Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot which shall include the clearing of all building debris, stumps and any other unnatural foliage. All driveways leading from the street shall be paved.

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**SIX
SIZE OF DWELLING**

- (a) In the case of a one-story structure, no dwelling shall be erected with an area thereof less than 1800 hundred square feet exclusive of basement.
- (b) In the case of a two-story structure, no dwelling shall be erected on any lot in said subdivision with an area of less than 2000 square feet.
- (c) In the case of a multi-story structure, the plans must be approved by the Architectural Control Committee as the arrangement of the square footage.

The minimum square footage requirements shall be exclusive of porches, decks, carports, garages, patios and similar items of construction.

**SEVEN
BUILDING LOCATION**

All buildings erected on said lots shall conform to the minimum building set-back lines, as indicated on the recorded subdivision plat, and as may be required by any valid zoning ordinance established by any governmental authority. However, set-back lines may be changed or altered by the owner/developer upon approval by the governmental authority.

**EIGHT
EASEMENTS AND UTILITIES**

Easements for installations and maintenance of utilities are reserved as shown on the recorded plat. A perpetual easement for placing a subdivision sign and for running utilities to said sign is reserved on lots 1 and 91 for the benefit of the subdivision. Said subdivision sign and utility easement shall be used only for sign purposes and said sign shall be located so as not to interfere with to the use of the remainder of said lots as building lots. Each lot owner shall be responsible for a pro rata share of the utilities for the common areas and street lights.

**NINE
NUISANCES OR OFFENSIVE TRADE**

Obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Trash,

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garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**TEN
LIVESTOCK AND POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any commercial purposes. Dogs, cats, birds or other household pets may be kept. Horses may be kept for personal use if the owner of the animal owns two or more lots or one lot over two acres and the lot or lots where horses are kept is maintained in a clean and presentable manner not offensive to the subdivision.

**ELEVEN
SIGNS**

No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot. One sign of not more than five square feet per side advertising the property during the construction and sales period shall be allowed.

**TWELVE
RENTALS**

There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house or other such structure designated primarily or intended to be used for rental purposes. However, it is not intended by these restrictions to prohibit an owner from renting a room or an apartment in any dwelling located upon the lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, nor shall it prohibit the renting or leasing of an entire dwelling by the owner.

**THIRTEEN
ENFORCEMENT**

Violations or attempted violations on the part of any owner of his heirs, administrators, executors and assigns during the term of these restrictions shall afford JAMES ROAD DEVELOPMENT, INC. as well as any other person or persons owning lots in said subdivision a

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right of action at law or in equity against the person or persons violating or attempting to violate these covenants either to restrain violations or to recover damages or both.

**FOURTEEN
SEVERABILITY**

Invalidation of any one or more of these covenants by a judgment of any court have jurisdiction of the subject matter shall in no way affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

**FIFTEEN
TERM**

These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors and all persons claiming under them for the full period of twenty years from the date these covenants are recorded in the Office of the Clerk of Superior Court of Hall County, Georgia. At the expiration of said period these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots of River's Edge Subdivision is recorded agreeing to change and modify said covenants in whole or in part. During the original term of twenty years these covenants may be modified by an agreement in writing between JAMES ROAD DEVELOPMENT, INC. and a majority of the owners of lots and said subdivision, but such modification shall be effective only upon recording thereof in the Office of the Clerk of Superior Court of Hall County, Georgia.

The development company may in cases of necessity or practicality grant lot owners a variance in any of the covenants contained herein. Said variance must be in writing and deeded accordingly. During the twenty (20) year term of these covenants some may be modified by agreement in writing by developer of River's Edge Subdivision and a majority of lot owners. Such modification must be filed and recorded as the original covenants.

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**SIXTEEN
OWNERS ASSOCIATION**

The owner of a lot by virtue of owning property subject to this declaration, shall be a member of an owners association to be known as RIVER'S EDGE SUBDIVISION HOMEOWNERS ASSOCIATION, provided, however, that any person or entity who holds any such interest merely as security for the performance of any obligation, shall not be entitled to membership. All incidents of membership including specifically voting rights, shall be reserved and retained by JAMES ROAD DEVELOPMENT, INC. until the day (hereinafter referred to as the "transition date") the owner and developer sells 50% of the lots or within three years from the date of the first sale of a lot in RIVER'S EDGE SUBDIVISION whichever occurs first. Upon the transition date, the owners of lots shall enter into an agreement among themselves to formalize as an incorporated body, the owners association to be known as "RIVER'S EDGE HOMEOWNERS ASSOCIATION" to be governed by such charter and/or bylaws as shall be appropriate. The primary purpose for the owners association shall be (a) to enforce the provisions of the within declaration; (b) to preserve as far as practicable, the natural beauty and to insure the best development of the property; and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to fences, walls, landscaping and planters. Immediately upon the transition date, the owners association shall assume all functions heretofore performed by JAMES ROAD DEVELOPMENT, INC. providing for the maintenance of the common property of RIVER'S EDGE SUBDIVISION.

RIVER'S EDGE HOMEOWNERS ASSOCIATION shall have the power to assess each lot in said subdivision to effectuate the purpose of said association spelled out above, and all such assessments owed by any lot owner to the association shall constitute a lien against the property of such owner, provided that such lien shall be inferior and subordinate to the right, title and interest of any person or entity who holds an interest in any such parcel merely as security for the performance of an obligation of the owner. It shall be incumbent upon the purchaser of any parcel to ascertain whether or not the parcel to be acquired is subject to a lien held by the owners

**BY-LAWS OF
RIVER'S EDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation
(the "Association")**

These By-Laws are the By-Laws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on September 10, 2001 (the "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration of Protective and Restrictive Covenants for River's Edge Subdivision Homeowners Association, Inc. recorded at Deed Book 2424, Pages 297-304, Hall County, Georgia, Records, and all capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean River's Edge Subdivision, Hall County, Georgia.

ARTICLE 1

Offices

Section 1. Registered Office. The registered office of the Association shall be located at 4854 Thunder River Drive, Gainesville, Georgia 30506 or such other office as the board of directors shall select.

Section 2. Other Offices. The Association may also have offices at such other places both within and without the State of Georgia as the board of directors may from time to time determine or the business of the Association may make appropriate.

ARTICLE 2

Meetings of Members

Section 1. Location of Meetings. All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings. Annual meetings of members shall be held on the first Saturday of May in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of twenty-five (25%) percent of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called (except for the meeting to be held on September 20, 2001, at which meeting any matter may be brought up for action), shall be delivered not less than one (1) nor more than ten (10) days before the date of the meeting.

Section 5. Business of Meetings. At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless twenty (20%) percent of the members of this Association entitled to vote are present and specifically agree thereto in writing or verbally at the meeting, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting (except for the meeting to be held on September 20, 2001, at which meeting any matter may be brought up for action).

Section 6. Quorum. The holders of more than twenty (20%) percent of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Majority. If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting (except for the meeting to be held on September 20, 2001, at which meeting any matter may be brought up for action).

Section 8. Voting.

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

(b) Each lot owner shall be entitled to one vote on each matter submitted to a vote at a meeting of members. A member may vote either in person or by a proxy executed in writing by the member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by

the lot owner (or owners as provided below) and submitted to the President or any subdivision lot owner at or prior to the meeting and announced at the meeting. If any lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy or co-tenancy, the one (1) vote allocable to each lot shall be determined by the agreement of the holders of all interests in such lot. Unless the holder of a valid proxy, a mere lessee of any lot shall have no right to vote and shall in no respect be deemed a member of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of lots owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote but members may not cumulate their votes.

Section 9. Action by Consent. Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

ARTICLE 3

Directors

Section 1. Number; Election. The number of directors shall be five (5) . Directors must be over age eighteen, but need not be (i) residents of the State of Georgia or (ii) residents of the Subdivision. The directors, other than the first board of directors, shall be elected at the annual meeting of members, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of members.

Section 2. Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of this predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the members and the election and qualification of his successor.

Section 3. Powers. The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the members.

Section 4. Compensation of Directors. The board of directors shall receive no compensation, except as provided in Section 5 of this Article 3.

Section 5. Indemnification. As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association. Officers and directors shall be reimbursed duly authorized expenditures expended on the Association's behalf upon written request as aforesaid.

ARTICLE 4

Meetings of the Board of Directors

Section 1. Location of Meetings. Meetings of the board of directors, regular or special, may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board. The first meeting of each newly elected board of directors shall be held immediately preceding the Association meeting to be held on September 20, 2001. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Section 3. Regular Meetings. Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on three days' notice to each director in accordance with Article 6.

Section 5. Notice of Meetings. Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the

time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. Majority. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. Action by Consent. Any action required or permitted to be taken at a meeting of directors of a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

ARTICLE 5

Notices

Section 1. Required Notices. Whenever, under the provisions of applicable law, the Articles of Incorporation or these bylaws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or member, at his address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered one (1) business days after it was deposited in the United States mail with first class postage prepaid. Notices given by any other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice. Whenever under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6

Officers

Section 1. Offices; Election; Term. The officers of the Association shall be chosen by the board of directors and shall be a President, a Vice-President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of the board of directors and shall hold offices until their respective successors have been elected and shall have qualified, and if the board of directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. No officer need be (but may be) (i) a member of the board of directors (ii) a resident of the State of Georgia, or (iii) a resident of the Subdivision.

Section 2. Additional Officers and Agents. The board of directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents

as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. Salaries. The officers shall receive no compensation except as provided in Section 5 of Article 3.

Section 4. Removal; Vacancies. Any officer or agent elected or appointed by the board of directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the board of directors.

Section 5. The President. The president shall be the chief executive officer of the Association, shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. Vice President. The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. Secretary and Assistant Secretaries. The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and

disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under this control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7

General Provisions

Section 1. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the board of directors.

Section 3. Seal. The Association shall have a corporate seal which shall have inscribed thereon the name of the association, the year of its organization and the words "Corporate Seal--Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Section 4. Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committees of directors.

Not later than three (3) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

AFTER RECORDING PLEASE RETURN TO
Norton Community Management
4006 Mundy Mill Road
Oakwood, GA 30566

Cross reference: Deed Book 4228 pgs 75-111
HALL County Deed Records

**AMENDMENT OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR RIVER'S EDGE SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made and entered into this ____ day of _____, 2019, by **RIVER'S EDGE HOMEOWNERS ASSOCIATION INC**, a Georgia non-profit corporation hereinafter referred to as "the Association" by the approval of three-fourths of the owners of the Association, pursuant to Article VIII Section 2 of the Declaration of Covenants Conditions and Restrictions of the RIVER'S EDGE HOMEOWNERS ASSOCIATION INC, in accordance with the then applicable Declarations governing such property.

WITNESSETH

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for the Association, on April 17, 2002, in Book 4228, Pages 75-111, HALL County, Georgia Records (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association now desires to amend Article IX of the Declaration pertaining to **ASSESSMENTS**

WHEREAS, this Amendment was presented to the owners and adopted by the affirmative vote of three-fourths of the owners pursuant to Article VIII Section 2;

NOW, THEREFORE, Article IX shall be amended by adding the following Section:

Section 6. Initiation Fee. An "Initiation Fee" equal to the annual assessment shall be paid by all purchasers of any home in the Association. The initiation fee shall be in addition to, not in lieu of any annual or special assessments. The initiation fee shall be payable at closing, shall not be prorated, and the association shall have all rights under the declaration for enforcement of assessments if it is not paid. Said fee shall be deposited in the general fund of the association and shall be used by the association for any use that it sees fit.

RIVER'S EDGE HOMEOWNERS ASSOCIATION INC
A Georgia non-profit corporation

Sworn and subscribed to before this
____ day of _____, 2019

Notary Public

Witness

President