

Riverwalk Covenants:

Originally filed June 23, 2000 for Lots 1A-28B (Phase I)

Next filed October 3, 2003 for Lots 29C-36-C (Phase II)

Amendment filed September 26, 2007 for Lots 101D-145D (Phase III)

Amendment filed December 12, 2016 for an amendment to section 29.13

RETURN TO:
PIEDMONT WOODLANDS DEVELOPMENT
PO BOX 5815
FORSYTH GA 31029

2565

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

23 JUN 00 AM 9:44

LYNN W. HAM
CLERK

BY Susan P. Dyer
dep.

DECLARATION
OF
RESTRICTIVE COVENANTS FOR
RIVERWALK SUBDIVISION

GEORGIA, MONROE COUNTY:

THIS DECLARATION, made this 15th day of June, 2000, by PIEDMONT WOODLANDS DEVELOPMENT CORPORATION, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property designated as Lots 1A through 28B, "RIVERWALK SUBDIVISION", all as shown on a plat of survey thereof made by Steve Coleman, Georgia Registered Surveyor No. 2690, dated MAY 25, 2000, 2000, and recorded in Plat Book 24, Page 647, Clerk's Office, Monroe County Superior Court (said plat is incorporated herein by reference);

WHEREAS, Developer desires to devote said lots in Riverwalk Subdivision (hereinafter referred to as "Subdivision") to residential use and considers it desirable and appropriate to record restrictions applicable thereto for the benefit and compliment of all of the lots in said Subdivision and the future owners thereof;

NOW THEREFORE, in consideration of the premises and of the benefits, both present and future, to the Developer, its successors and assigns, and all subsequent owners of the lots in said Subdivision, the Developer does hereby covenant, agree and declare that the lots in the Subdivision shall be subject to the covenants, conditions and restrictions set forth herein which shall run with the real property and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

1. The following words, when used in the Declaration (unless the context prohibits) shall have the following meanings:
 - 1.1 "Subdivision" shall mean and refer to all of the real property shown on said plat of Lots 1 through 28 of "Riverwalk Subdivision", including the lots and streets shown thereon presently owned by the Developer.
 - 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any portion of the Subdivision.
 - 1.3 "Lot" shall mean any one of the lots in said Subdivision as shown on said plat of the Subdivision.
 - 1.4 "Developer" shall mean and refer to Piedmont Woodlands Development Corporation and any assignee of Developer's rights and powers hereunder.

RESTRICTIVE COVENANTS

These restrictions applicable to Lots 1 through ^A28B of the Subdivision are as follows:

- 2.1 **LAND USE AND BUILDING TYPE.** All lots subject to these restrictions shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single family residence). No building constructed elsewhere shall be moved to, placed or maintained on any lot. All residences shall be built on-site and no modular homes or manufactured homes are allowed. No dwelling house constructed on any of said lots shall be in any manner occupied until it is substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same is fully completed, but in no event shall construction remain incomplete 12 months after commencement. A home office is allowed as long as it complies with the requirements of Monroe County Zoning Law.
- 2.2 **MINIMUM DWELLING SIZE.** No dwelling shall be permitted on any Lot in the subdivision unless prior written approval of the same is received from the Architectural Control Committee as hereinafter provided for. Each dwelling shall have not less than 2,000 square feet of heated and cooled living space for one level dwellings and 2,200 square feet heated and cooled living space for two level buildings. The definition of heated and cooled living space shall be exclusive of unfinished or finished basements, porches, terraces, patios, garages and accessory buildings.
3. **RESUBDIVISION.** No lot or lots in the Subdivision shall be resubdivided in a manner

that will result in an increase in the total number of lots in the Subdivision. This shall not be construed as precluding the conveyance of part of a lot to the owner of an adjacent lot, provided that the remaining lot is not substandard under the then existing regulations of the Monroe County Planning & Zoning Commission or its successor.

4. **BUILDING LOCATION.** No building shall be erected nearer than 50 feet from the front lot line, or nearer to the side street line than 25 feet, unless said building setback lines are otherwise shown on the plat of the Subdivision. Further, no building shall be erected nearer than twenty (20) feet from a side lot line nor nearer than (40) feet from the rear lot line. However, all setbacks must comply with regulations of the Monroe County Planning & Zoning Commission and Monroe County Engineering regulations.
5. **EXTERIOR AND FOUNDATION CONSTRUCTION STANDARDS.**
 - 5.1 If brick is used in exterior construction, it must be either standard brick (2 1/4" x 8" face exposure) or Norman brick (2 1/4" x 11 1/2" face exposure). No Norwegian brick, thrift brick or the like shall be used in the exterior construction of any residence. Concrete block used above ground, if exposed to view, must be stuccoed.
 - 5.2 Approved exterior building materials include brick, wood, stone, hardy board, masonry stucco (not synthetic stucco) and vinyl siding in such location on the dwelling as approved by the Architectural Control Committee.
 - 5.3 All homes, including porches, must be enclosed under all exterior walls by continuous, permanent masonry materials, unpierced except for required ventilation and an opening in the rear or sides of the foundation for access. Masonry materials shall be brick, stuccoed concrete blocks, or solid cement poured foundation with masonry stucco.
 - 5.4 Decks are allowed subject to the approval of their design and materials by the Architectural Control Committee.
 - 5.5 There shall be no above-ground pools.
 - 5.6 No satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals shall be placed on any Lot, unless same shall be so placed and screened, and kept, so as not to be visible from any street or to within the subdivision or adjacent to the Subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.
 - 5.7 No trees over 8 inches in diameter are to be cut except the minimum number necessary to construct the improvements on a Lot.
 - 5.8 No log homes are allowed.
 - 5.9 No commercial vehicles may be parked or stored on a Lot on either a temporary or

permanent basis.

utility trailer

5.10 No motorhomes, campers, campertrailers, boats, boat trailers, or other recreational vehicles, and no trucks exceeding 3/4 ton, shall be kept or stored on any part of any of said Lots except (i) within an enclosed garage or (ii) at a location on the Lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the Subdivision or adjacent to the Subdivision. Any fencing or screening for such vehicles shall require the prior approval of the Architectural Control Committee.

5.11 Mailboxes must comply with the requirements of the Architectural Control Committee.

5.12 There will be no exterior clothes lines or other drying apparatus.

~~5.13~~ All propane gas tanks or similar apparatus shall be located underground. *or Screen*

5.14 The construction of the dwelling must be completed within 12 months from the issuance of the building permit. Issuance of a certificate of occupancy shall constitute completion of construction. During the construction phase the Lot must be maintained in a clean condition with all debris placed in a trash container and removed from the Lot in a timely manner. Gravel must be placed on driveways during construction to protect the Subdivision streets.

6. ROOF PITCH. All homes must have a minimum 8/12 roof pitch or steeper for the main roof as well as any gables facing the street. Secondary porch roofs or rear roof pitch not facing the street may be lower provided written consent is given by the Architectural Control Committee.

~~7.~~ OTHER STRUCTURES. Other structures may be erected or permitted to remain on any Lot in addition to one single residential building if such structure is erected for the pleasure and convenience of the occupants of said single residence and if such structure is compatible with the residential use of the property. Prior to construction, said structure must be approved in writing by the Architectural Control Committee and must be of the same exterior quality and constructed of materials substantially the same or better than the one single residential building on said Lot.

8. FENCING. No fence or wall shall be erected or placed on any Lot without the written approval of the Architectural Control Committee. Any fencing allowed shall not exceed six (6) feet in height and no barbed wire fence shall be allowed. No chain link fence shall face the street. Any chain link fence must be painted or coated either black or dark green.

9. DRAINAGE. On those Lots having a drainage easement, ditch, or ditches, either natural or man-made, said easements and ditches shall not be altered, covered or diverted so as to cause damage to an adjoining Lot. Such ditches may, however, be enclosed with culvert pipe of such size, capacity and installation approved by the

Monroe County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, and do not concentrate such flow of water as to cause damages to any other property owner or owners within such Subdivision.

10. **NUISANCES.** No trade or commercial activity, nor any activity of a noxious or offensive nature, shall be conducted or permitted upon any Lot, nor shall anything be done on any Lot that will result in an unreasonable annoyance, discomfort or nuisance to any owner of another Lot, including barking dogs.
11. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, camper unit, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence either temporarily or permanently. No trailer, boat, motor vehicle or camper unit under repair shall be permitted on any Lot for any purpose unless housed in a garage or carport (except that a trailer may be used as a construction office during the normal period of construction of the main dwelling). Neither shall any boat, trailer, camper unit, inoperable vehicle or motor vehicle under repair be parked on any street shown on said Subdivision plat.
12. **GARAGES.** Garages must be large enough to house two passenger vehicles and must not face the street and the doors of the garage will remain closed except when vehicles are entering or exiting the garage.
13. **DRIVEWAYS.** All driveways must be paved with a minimum of four inches of concrete or other material of equal quality approved in writing by the Architectural Control Committee.
14. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except for one sign not more than six (6) square feet in area advertising the Lot for sale or rent, or a sign with similar size limitations for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot.
15. **GARBAGE.** No garbage or trash shall be placed or kept on any portion of the property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection, and then only for the shortest time reasonably necessary to effect such collection.
16. **LANDSCAPING.** Lots shall be landscaped within ninety (90) days after the residence located on the Lot becomes occupied, shall be maintained in a neat and proper manner, and shall not be used as a dumping ground for rubbish. All areas of the Lot located in front of the residence that are cleared to be grassed must be sodded within ninety (90) days after construction is completed as approved by the Architectural Control Committee.

17. **ANIMALS AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Any facilities used to house such pets shall be subject to approval by the Architectural Control Committee as to size, location and exterior appearance.

- 18.1 **ARCHITECTURAL STANDARDS/ARCHITECTURAL CONTROL COMMITTEE.** No exterior construction, alteration, addition, or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any Lot, except such as is installed by the Developer, or as is approved in writing in accordance with this section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until such plans and specifications showing at least the nature, kind, shape, height, materials, and location are submitted in writing to and are approved in writing by an Architectural Control Committee established by the Developer. The Developer may employ (but is not required to do so) for the Architectural Control Committee architects, engineers, or other persons the Developer may deem necessary to assist the Architectural Control Committee in performing its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, who shall have full authority to act on behalf of the Architectural Control Committee for all matters delegated. The Architectural Control Committee may adopt specific design and development guidelines, as well as application and review procedures which, if adopted, will be set forth in the Architectural Guidelines. In the event guidelines are adopted, copies of the guidelines shall be available from the Architectural Control Committee for review. The Architectural Control Committee shall have sole and full authority to prepare and amend any Architectural Guidelines adopted. The Architectural Control Committee shall also make the Architectural Guidelines, if adopted, available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and such owners, builders and developers shall conduct their operations strictly in accordance therewith.

- 18.2 In the event Architectural Guidelines are not formally adopted, in order to facilitate the review by the Architectural Control Committee, the following information, together with such other additional information as the Architectural Control Committee may request, shall be submitted to the Committee for written approval before any construction begins:

- a. Site plans to scale showing the location of all structures, driveways and walks and indicating original and finished grades.
- b. Construction plans, to scale, including floor plans, elevations and square footage

and also including roof plans showing the roof pitch. All such plans show a required 8/12 roof pitch unless otherwise approved in writing by the Architectural Control Committee.

- c. Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on site.

18.3 The Developer shall have the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right except in a written instrument in recordable form executed by Developer and recorded in the Deed Records of the Clerk's Office of the Superior Court of Monroe County, Georgia. Each year after the Developer surrenders such rights, the resident owners of all the Lots comprising the Subdivision shall be majority vote appointment for a one year term three (3) resident owners to serve as the members of the Architectural Control Committee. ~~The Developer hereby appoints~~ Michael C. Walker, who shall act as the sole Committee member in such capacity for the term of this Declaration, unless such appointment is sooner terminated in writing by the Developer, its successors or assigns, and either (i) a new person or entity is appointed by the Developer, or (ii) the Developer surrenders its rights hereunder to appoint the members of the Architectural Control Committee, in which event three members shall be elected each year by the resident owners as hereinabove provided.

18.4 In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been received by the Committee, such approval shall be deemed to have been given, but as to any such approval the Lot owner, his successors and assigns, shall be bound by and shall comply with all other provisions of this Declaration. As a condition of approval under this Section, the owner of a Lot shall assume all responsibilities for maintenances, repair, replacement, and insurance for, to and on any change, construction, modification, addition, or alteration. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies, in the event of noncompliance with this section, the Architectural Control Committee may record in the appropriate deed records a notice of violation hereunder naming the violating owner.

18.5 Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the member thereof, nor the Developer assumes any liability or responsibility therefor, nor for any defect in any structure constructed from such plans

and specifications, nor shall the Committee, the members thereof, or the Developer have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations. Neither the Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Lot agrees that he will not bring any action or suit against Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue the Developer, the Architectural Control Committee, and their officers, directors, members, employees and agents for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

18. **NO WAIVER OF FUTURE APPROVALS.** The approval of the Architectural Control Committee of any proposals or plans and specifications and drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval.

18. **VARIANCE.** The Architectural Control Committee may authorize variances from compliance with any of the provisions of any Architectural Guidelines adopted or any of the above provisions contained in this section when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the general intent of these restrictions to provide for an aesthetically pleasing single-family residential subdivision restrictions as set forth in the body of this Declaration, except for variances granted by the Architectural Control Committee under paragraphs 2 (variances will not be granted for side set back lines), 7 or 11 hereof, or (c) prevent the Architectural Control Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

19. **ACCESS.** The Developer reserves for itself and its successors in title an easement for access, ingress and egress to and from and over any of the Subdivision Lots to install, service, replace, maintain, repair and improve any of the easements shown on or

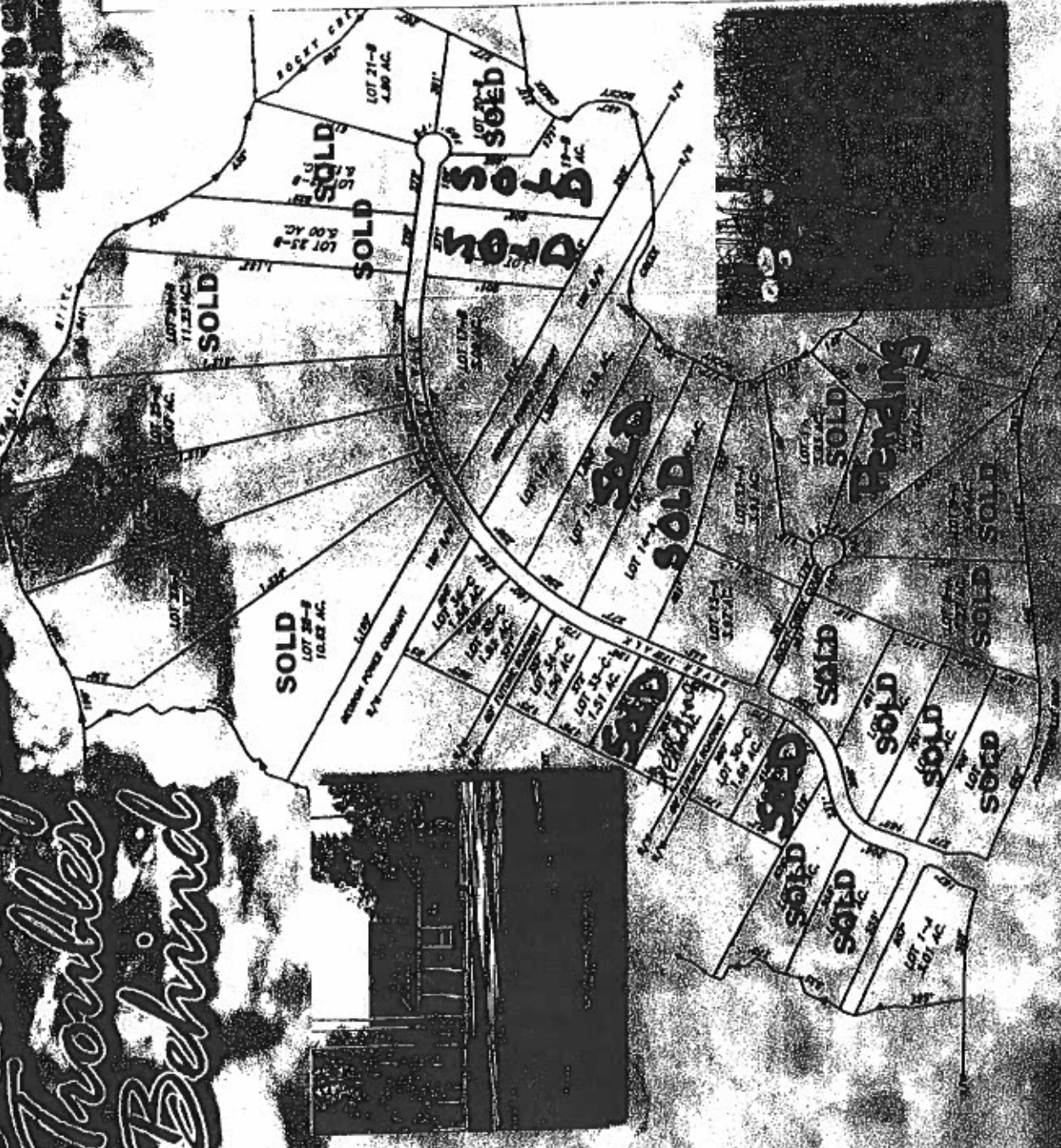
established by such plat or survey of the Subdivision. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or dwelling unit across any other Lot or dwelling unit as may be necessary for the installation, control, maintenance and repair of any utility, structures or facilities affecting or crossing any Lot or dwelling unit.

20. **AMENDMENT.** This Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least two-thirds of the Lots; provided, however, such amendment by the owners shall not be effective unless also signed by the Developer so long as the Developer owns at least one Lot in the Subdivision. These covenants may also be amended by the Developer acting alone so long as the Developer remains the owner of a Lot in said subdivision, but only for a period not to exceed three (3) years from the date hereof, except the Developer, acting alone, may amend paragraph 2 to allow for use of all or any portion of a Lot for ingress and egress purposes, but no other. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage encumbering any Lot or dwelling unit unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this paragraph.
21. **TERM.** These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive period of twenty (20) years each unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.
22. **ENFORCEMENT.** Enforcement by the Architectural Control Committee and any property owners against any other property owner or owners shall be by proceedings in equity to restrain or enjoin any person or persons from violating or attempting to violate any covenant; provided, however, in the event such remedy is not available, then enforcement may be had against any owner in the form of an action at law for damages because of such violation or violations of any covenant. No action may be brought, at law or in equity, against the Developer, Architectural Control Committee, or their officers, directors, members, employees or agents for an alleged violation of these covenants.
23. **SEVERABILITY.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of the Declaration or the application of the same 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

Leave Your Troubles Behind

Come home to beautiful woodlands and beautiful views of the mountains. The only place to call home is here.

Lot #	Acreage	Price
1A	3.01	\$36,900
12A	3.93	\$44,900
13A	3.97	\$39,900
16A	5.18	\$52,900
17B	5.09	\$44,900
21B	3.03	\$54,900
25	9.47	\$79,900
26	10.36	\$83,900
27	10.37	\$87,900
30	1.66	\$28,900
31	1.60	\$28,900
33	1.51	\$27,900
34	1.50	\$27,900
35	1.92	\$29,900
36	1.56	\$27,900



each respective area from other Sections and Phases then included within the Property.

29. HOMEOWNERS' ASSOCIATION

- 29.1 MEMBERSHIP.** Every person or entity who is the owner of any of the Lots within Riverwalk Subdivision shall be a member of the Association, subject to and bound by this Declaration, and each member shall make timely payment to the Association of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of the Lot shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or legal entities, all such persons or entities shall be members. The right of membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 29.4 below. The Developer shall also be a member of the Association until the Developer resigns its membership in writing.
- 29.2 SUSPENSION OF VOTING RIGHTS.** During any period in which a member shall be in default in the payment of any Assessment levied by the Association his voting rights shall be suspended by the Board of Directors until such assessment is paid.
- 29.3 NO INITIATION FEE.** No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due all Assessments and Special Assessments levied upon each member's Lot as specified in this Declaration.
- 29.4 VOTING AND VOTING RIGHTS.** The voting and voting rights of membership shall be appurtenant to the ownership of a Lot. When two (2) or more persons own an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding any interest in said Lot, and in no event shall more than one vote be cast with respect to any one Lot.
- 29.5 DELINQUENT MEMBERS.** Any member who is delinquent in the payment of any charge or assessment duly levied by the Association against a Lot owned by such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and collection costs, have been paid.
- 29.6 METHOD OF VOTING.** Voting on all matters except the election of Directors shall be by a voice vote or by a show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When directors or officers are elected by the members, the solicitation of proxies for such elections may be conducted by mail.
- 29.7 ANNUAL AND SPECIAL ASSESSMENTS.** In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the

members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all Lots within the subdivision. Each owner of a Lot within the subdivision by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments as needed for the purposes herein stated. The Annual and Special Assessments, together with interest thereon, shall constitute a lien upon the Lot against which such assessment is levied and shall run with the land, and shall take priority from the date a Notice of Lien for Delinquent Assessment is filed in the public records of Monroe County, Georgia subject however to the rights of mortgagees hereinafter set forth. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be in the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due.

- 29.8 **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine for the benefit of its Members. Such purposes shall include, but not be limited to, maintenance, landscaping and beautification of the subdivision entrances, the entrance signs, shrubbery, and grass and also for the placement of streetlights on the rights-of-way of the streets located within the subdivision and payment of the utility bills for the streetlights and lights at the entrances.
- 29.9 **ANNUAL ASSESSMENTS.** Beginning June 1, 2000, the Annual Assessments shall be \$ 300.00 per Lot. Beginning January 1, 2001, the Annual Assessment may be adjusted for each subsequent year by the Association's Board to an amount which will be sufficient in the sole judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the Annual Assessment as adjusted by the Board exceed 150% of the amount of the Annual Assessment for the immediately preceding calendar year without the assenting vote of a majority of the Lot owners. Each Lot Owner agrees to pay his or her pro rata share of the current year's Annual Assessment at the time of closing on the purchase of the Lot. If a Lot Owner closes on January 1, the full annual assessment will be paid by the Lot purchaser to the Homeowners' Association at the closing. If the closing occurs on any date other than January 1, the Lot purchaser will pay the pro rata share for that year's Assessment. PROVIDED HOWEVER, the annual assessment for all Lots owned by the Developer shall be equal to 1/2 of the annual per Lot assessment for all Lots unless and until the Developer owns five (5) or less Lots at which time the annual assessment for Developer owned Lots shall be the same as for all other Lots.
- 29.10 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a Special Assessment or Assessments, provided any such Assessment shall be approved by no less than a majority of the Lot owners and by the Developer so long as the Developer owns five (5) or more Lots.

29.11 ASSESSMENT DATE. Subject to the maximum set forth above, Annual Assessments shall be determined by the Board prior to January 1st of each year. The Annual Assessment shall be due on January 1st of each year and past due if not received by January 30th of that year.

29.12 BOARD OF DIRECTORS. The Board of Directors shall consist of two (2) members elected by a majority vote of the Lot owners. The initial Board of Directors shall consist of M.C. WALKER and T.M. WALKER who shall serve as the Board of Directors until January 1, 2002. On December 1, 2001, the members shall elect from among all members, a new Board of Directors who shall take office on January 1, 2002, consisting of three (3) members which Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the community property and to commit and spend such funds as may be necessary, related or incidental thereto. All decisions of the Board of Directors shall be made by a simple majority vote.

29.13 TERM OF OFFICE. The Board of Directors shall serve for a period of twelve (12) months or until such date as their successors have been elected by a majority vote of the members. Any vacancy arising on the Board prior to the next annual election shall be filled by the remaining Board members. Said members shall serve without compensation and shall have no personal liability to any of the members save and except for acts of willful misappropriation of the Association's Funds.

29.14 NOTICE OF QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS EIGHT AND NINE. Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized hereunder shall be sent to all Members by first class mail not less than ten (10) days and not more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Notice requirements for meetings of the Board of Directors shall be as follows: All directors must be given either written or oral notice twenty-four (24) hours prior to the time of such meeting, provided, however, any Director may waive notice by written waiver.

29.15 EFFECT OF NON-PAYMENT OF ASSESSMENT: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum.

The Association, its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same, and in any event shall file in the public records a notice of Lien for Delinquent Assessment and may foreclose the lien against the real property to which the Assessment relates. Such liens shall run with the land and bind subsequent Owner with or without actual notice, except for mortgages as provided in Section 29.16 of the Article. Interest, costs, and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his, her or its Lot.

29.16 SUBORDINATION OF LIEN TO MORTGAGES AND SECURITY DEEDS. The lien for Delinquent Assessment provided for herein shall be subject to the lien of any first priority mortgage or security deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such Assessments as to the payments which became due prior to such sale or transfer but not the personal liability of the prior Owner. No sale or transfer shall relieve such Owner from liability for any Lien or Assessment including, without limitation, any Lien or Assessment thereafter becoming due.

30. TOTAL ELECTRIC SERVICE. The dwelling on each Lot must contain and have in regular service at least one (1) electric heat pump and at least one (1) 40-gallon or larger electric water heater. In the event the Owner does not comply with this covenant, the Owner will be required to pay for all costs of installing and delivering electric service to the Lot. The electric meter to serve the Lot will not be installed unless and until these costs are paid.

IN WITNESS WHEREOF, Developer has caused these presents to be executed by its duly authorized officers and its corporate seal affixed hereto the date and year first above written.

Signed, sealed and delivered in the presence of:

Leri Lambert
Witness

Dianne Lathoff
Notary Public

Notary Public, Monroe County, Georgia
My Commission Expires May 12, 2004

**PIEDMONT WOODLANDS
DEVELOPMENT CORPORATION**

By:

Michael C. Wall, President

Attest:

Timothy M. Wall, Secretary/Treasurer

[Corporate Seal]

RETURN TO:
MOLLY H. WATSON
87 NORTH LEE STREET
PO BOX 657
FORSYTH GA 31029

6257

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

OCT -3 2003 PM 2:42

LYNN W. HAM
CLERK

[Signature]

DECLARATION

OF

RESTRICTIVE COVENANTS FOR

RIVERWALK SUBDIVISION

GEORGIA, MONROE COUNTY:

THIS DECLARATION, made this 2nd day of OCTOBER, 2003, by PIEDMONT WOODLANDS DEVELOPMENT CORPORATION, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property designated as Lots 29-C, 30-C, 31-C, 32-C, 33-C, 34-C, 35-C and 36-C, "RIVERWALK SUBDIVISION - PHASE II", all as shown on a plat of survey thereof made by Steven A. Coleman, Georgia Registered Surveyor No. 2690, dated August 28, 2002, and recorded in Plat Book 26, Page 117, Clerk's Office, Monroe County Superior Court (said plat is incorporated herein by reference);

WHEREAS, Developer desires to devote said lots in Riverwalk Subdivision (hereinafter referred to as "Subdivision") to residential use and considers it desirable and appropriate to record restrictions applicable thereto for the benefit and compliment of all of the lots in said Subdivision and the future owners thereof;

NOW THEREFORE, in consideration of the premises and of the benefits, both present and future, to the Developer, its successors and assigns, and all subsequent owners of the lots in said Subdivision, the Developer does hereby covenant, agree and declare that the lots in the Subdivision shall be subject to the covenants, conditions and restrictions set forth herein which shall run with the real property and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

1. The following words, when used in the Declaration (unless the context prohibits) shall have the following meanings:
- 1.1 "Subdivision" shall mean and refer to all of the real property shown on said plat of Lots 29-C, 30-C, 31-C, 32-C, 33-C, 34-C, 35-C and 36-C, of "Riverwalk Subdivision - Phase II", including the lots and streets shown thereon presently owned by the Developer.
- 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any portion of the Subdivision.
- 1.3 "Lot" shall mean any one of the lots in said Subdivision as shown on said plat of the Subdivision.
- 1.4 "Developer" shall mean and refer to Piedmont Woodlands Development Corporation and any assignee of Developer's rights and powers hereunder.

RESTRICTIVE COVENANTS

These restrictions applicable to Lots 29-C, 30-C, 31-C, 32-C, 33-C, 34-C, 35-C and 36-C, of the Subdivision are as follows:

- 2.1 **LAND USE AND BUILDING TYPE.** All lots subject to these restrictions shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single family residence). No building constructed elsewhere shall be moved to, placed or maintained on any lot. All residences shall be built on-site and no modular homes or manufactured homes are allowed. No dwelling house constructed on any of said lots shall be in any manner occupied until it is substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same is fully completed, but in no event shall construction remain incomplete 12 months after commencement. A home office is allowed as long as it complies with the requirements of Monroe County Zoning Law.
- 2.2 **MINIMUM DWELLING SIZE.** No dwelling shall be permitted on any Lot in the subdivision unless prior written approval of the same is received from the Architectural Control Committee as hereinafter provided for. Each dwelling shall have not less than 2,000 square feet of heated and cooled living space for one level dwellings and 2,200 square feet heated and cooled living space for two level buildings. The definition of heated and cooled living space shall be exclusive of unfinished or finished basements, porches, terraces, patios, garages and accessory buildings.

3. **RESUBDIVISION.** No lot or lots in the Subdivision shall be resubdivided in a manner that will result in an increase in the total number of lots in the Subdivision. This shall not be construed as precluding the conveyance of part of a lot to the owner of an adjacent lot, provided that the remaining lot is not substandard under the then existing regulations of the Monroe County Planning & Zoning Commission or its successor.
4. **BUILDING LOCATION.** No building shall be erected nearer than 50 feet from the front lot line, or nearer to the side street line than 25 feet, unless said building setback lines are otherwise shown on the plat of the Subdivision. Further, no building shall be erected nearer than twenty (20) feet from a side lot line nor nearer than (40) feet from the rear lot line. However, all setbacks must comply with regulations of the Monroe County Planning & Zoning Commission and Monroe County Engineering regulations.
5. **EXTERIOR AND FOUNDATION CONSTRUCTION STANDARDS.**
 - 5.1 If brick is used in exterior construction, it must be either standard brick (2 1/4" x 8" face exposure) or Norman brick (2 1/4" x 11 1/2" face exposure). No Norwegian brick, thrift brick or the like shall be used in the exterior construction of any residence. Concrete block used above ground, if exposed to view, must be stuccoed.
 - 5.2 Approved exterior building materials include brick, wood, stone, hardy board, masonry stucco (not synthetic stucco) and vinyl siding in such location on the dwelling as approved by the Architectural Control Committee.
 - 5.3 All homes, including porches, must be enclosed under all exterior walls by continuous, permanent masonry materials, unpierced except for required ventilation and an opening in the rear or sides of the foundation for access. Masonry materials shall be brick, stuccoed concrete blocks, or solid cement poured foundation with masonry stucco.
 - 5.4 Decks are allowed subject to the approval of their design and materials by the Architectural Control Committee.
 - 5.5 There shall be no above-ground pools.
 - 5.6 No satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals shall be placed on any Lot, unless same shall be so placed and screened, and kept, so as not to be visible from any street or to within the subdivision or adjacent to the Subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.
 - 5.7 No trees over 8 inches in diameter are to be cut except the minimum number necessary to construct the improvements on a Lot.
 - 5.8 No log homes are allowed.

- 5.9 No commercial vehicles may be parked or stored on a Lot on either a temporary or permanent basis.
- 5.10 No motorhomes, campers, campertrailers, boats, boat trailers, or other recreational vehicles, and no trucks exceeding 3/4 ton, shall be kept or stored on any part of any of said Lots except (i) within an enclosed garage or (ii) at a location on the Lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the Subdivision or adjacent to the Subdivision. Any fencing or screening for such vehicles shall require the prior approval of the Architectural Control Committee.
- 5.11 Mailboxes must comply with the requirements of the Architectural Control Committee.
- 5.12 There will be no exterior clothes lines or other drying apparatus.
- 5.13 All propane gas tanks or similar apparatus shall be located underground.
- 5.14 The construction of the dwelling must be completed within 12 months from the issuance of the building permit. Issuance of a certificate of occupancy shall constitute completion of construction. During the construction phase the Lot must be maintained in a clean condition with all debris placed in a trash container and removed from the Lot in a timely manner. Gravel must be placed on driveways during construction to protect the Subdivision streets.
6. ROOF PITCH. All homes must have a minimum 8/12 roof pitch or steeper for the main roof as well as any gables facing the street. Secondary porch roofs or rear roof pitch not facing the street may be lower provided written consent is given by the Architectural Control Committee.
7. OTHER STRUCTURES. Other structures may be erected or permitted to remain on any Lot in addition to one single residential building if such structure is erected for the pleasure and convenience of the occupants of said single residence and if such structure is compatible with the residential use of the property. Prior to construction, said structure must be approved in writing by the Architectural Control Committee and must be of the same exterior quality and constructed of materials substantially the same or better than the one single residential building on said Lot.
8. FENCING. No fence or wall shall be erected or placed on any Lot without the written approval of the Architectural Control Committee. Any fencing allowed shall not exceed six (6) feet in height and no barbed wire fence shall be allowed. No chain link fence shall face the street. Any chain link fence must be painted or coated either black or dark green.
9. DRAINAGE. On those Lots having a drainage easement, ditch, or ditches, either natural or man-made, said easements and ditches shall not be altered, covered or diverted so as to cause damage to an adjoining Lot. Such ditches may, however, be enclosed with culvert pipe of such size, capacity and installation approved by the

Monroe County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, and do not concentrate such flow of water as to cause damages to any other property owner or owners within such Subdivision.

10. **NUISANCES.** No trade or commercial activity, nor any activity of a noxious or offensive nature, shall be conducted or permitted upon any Lot, nor shall anything be done on any Lot that will result in an unreasonable annoyance, discomfort or nuisance to any owner of another Lot, including barking dogs.
11. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, camper unit, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence either temporarily or permanently. No trailer, boat, motor vehicle or camper unit under repair shall be permitted on any Lot for any purpose unless housed in a garage or carport (except that a trailer may be used as a construction office during the normal period of construction of the main dwelling). Neither shall any boat, trailer, camper unit, inoperable vehicle or motor vehicle under repair be parked on any street shown on said Subdivision plat.
12. **GARAGES.** Garages must be large enough to house two passenger vehicles and must not face the street and the doors of the garage will remain closed except when vehicles are entering or exiting the garage.
13. **DRIVEWAYS.** All driveways must be paved with a minimum of four inches of concrete or other material of equal quality approved in writing by the Architectural Control Committee.
14. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except for one sign not more than six (6) square feet in area advertising the Lot for sale or rent, or a sign with similar size limitations for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot.
15. **GARBAGE.** No garbage or trash shall be placed or kept on any portion of the property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection, and then only for the shortest time reasonably necessary to effect such collection.
16. **LANDSCAPING.** Lots shall be landscaped within ninety (90) days after the residence located on the Lot becomes occupied, shall be maintained in a neat and proper manner, and shall not be used as a dumping ground for rubbish. All areas of the Lot located in front of the residence that are cleared to be grassed must be sodded within ninety (90) days after construction is completed as approved by the Architectural Control Committee.

17. **ANIMALS AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Any facilities used to house such pets shall be subject to approval by the Architectural Control Committee as to size, location and exterior appearance.

18.1 **ARCHITECTURAL STANDARDS/ARCHITECTURAL CONTROL COMMITTEE.**

No exterior construction, alteration, addition, or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any Lot, except such as is installed by the Developer, or as is approved in writing in accordance with this section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until such plans and specifications showing at least the nature, kind, shape, height, materials, and location are submitted in writing to and are approved in writing by an Architectural Control Committee established by the Developer. The Developer may employ (but is not required to do so) for the Architectural Control Committee architects, engineers, or other persons the Developer may deem necessary to assist the Architectural Control Committee in performing its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, who shall have full authority to act on behalf of the Architectural Control Committee for all matters delegated. The Architectural Control Committee may adopt specific design and development guidelines, as well as application and review procedures which, if adopted, will be set forth in the Architectural Guidelines. In the event guidelines are adopted, copies of the guidelines shall be available from the Architectural Control Committee for review. The Architectural Control Committee shall have sole and full authority to prepare and amend any Architectural Guidelines adopted. The Architectural Control Committee shall also make the Architectural Guidelines, if adopted, available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and such owners, builders and developers shall conduct their operations strictly in accordance therewith.

- 18.2 In the event Architectural Guidelines are not formally adopted, in order to facilitate the review by the Architectural Control Committee, the following information, together with such other additional information as the Architectural Control Committee may request, shall be submitted to the Committee for written approval before any construction begins:

- a. Site plans to scale showing the location of all structures, driveways and walks and indicating original and finished grades.
- b. Construction plans, to scale, including floor plans, elevations and square footage

and also including roof plans showing the roof pitch. All such plans show a required 8/12 roof pitch unless otherwise approved in writing by the Architectural Control Committee.

- c. Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on site.

- 18.3 The Developer shall have the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right except in a written instrument in recordable form executed by Developer and recorded in the Deed Records of the Clerk's Office of the Superior Court of Monroe County, Georgia. Each year after the Developer surrenders such rights, the resident owners of all the Lots comprising the Subdivision shall be majority vote appointment for a one year term three (3) resident owners to serve as the members of the Architectural Control Committee. The Developer hereby appoints Michael C. Walker, who shall act as the sole Committee member in such capacity for the term of this Declaration, unless such appointment is sooner terminated in writing by the Developer, its successors or assigns, and either (i) a new person or entity is appointed by the Developer, or (ii) the Developer surrenders its rights hereunder to appoint the members of the Architectural Control Committee, in which event three members shall be elected each year by the resident owners as hereinabove provided.
- 18.4 In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been received by the Committee, such approval shall be deemed to have been given, but as to any such approval the Lot owner, his successors and assigns, shall be bound by and shall comply with all other provisions of this Declaration. As a condition of approval under this Section, the owner of a Lot shall assume all responsibilities for maintenances, repair, replacement, and insurance for, to and on any change, construction, modification, addition, or alteration. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies, in the event of noncompliance with this section, the Architectural Control Committee may record in the appropriate deed records a notice of violation hereunder naming the violating owner.
- 18.5 Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the member thereof, nor the Developer assumes any liability or responsibility therefor, nor for any defect in any structure constructed from such plans

and specifications, nor shall the Committee, the members thereof, or the Developer have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations. Neither the Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Lot agrees that he will not bring any action or suit against Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue the Developer, the Architectural Control Committee, and their officers, directors, members, employees and agents for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

- 18.6 NO WAIVER OF FUTURE APPROVALS. The approval of the Architectural Control Committee of any proposals or plans and specifications and drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval.
- 18.7 VARIANCE. The Architectural Control Committee may authorize variances from compliance with any of the provisions of any Architectural Guidelines adopted or any of the above provisions contained in this section when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the general intent of these restrictions to provide for an aesthetically pleasing single-family residential subdivision restrictions as set forth in the body of this Declaration, except for variances granted by the Architectural Control Committee under paragraphs 2 (variances will not be granted for side set back lines), 7 or 11 hereof, or (c) prevent the Architectural Control Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
19. ACCESS. The Developer reserves for itself and its successors in title an easement for access, ingress and egress to and from and over any of the Subdivision Lots to install, service, replace, maintain, repair and improve any of the easements shown on or

established by such plat or survey of the Subdivision. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or dwelling unit across any other Lot or dwelling unit as may be necessary for the installation, control, maintenance and repair of any utility, structures or facilities affecting or crossing any Lot or dwelling unit.

20. **AMENDMENT.** This Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least two-thirds of the Lots; provided, however, such amendment by the owners shall not be effective unless also signed by the Developer so long as the Developer owns at least one Lot in the Subdivision. These covenants may also be amended by the Developer acting alone so long as the Developer remains the owner of a Lot in said subdivision, but only for a period not to exceed three (3) years from the date hereof, except the Developer, acting alone, may amend paragraph 2 to allow for use of all or any portion of a Lot for ingress and egress purposes, but no other. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage encumbering any Lot or dwelling unit unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this paragraph.
21. **TERM.** These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive period of twenty (20) years each unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.
22. **ENFORCEMENT.** Enforcement by the Architectural Control Committee and any property owners against any other property owner or owners shall be by proceedings in equity to restrain or enjoin any person or persons from violating or attempting to violate any covenant; provided, however, in the event such remedy is not available, then enforcement may be had against any owner in the form of an action at law for damages because of such violation or violations of any covenant. No action may be brought, at law or in equity, against the Developer, Architectural Control Committee, or their officers, directors, members, employees or agents for an alleged violation of these covenants.
23. **SEVERABILITY.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of the Declaration or the application of the same to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the

invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

24. GENDER. The masculine gender shall be construed to include a female or any other legal entity where the context so requires.
25. 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 section to which they refer.
26. INTERPRETATION. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer, will best effect the general plan of development and maintenance for the Subdivision. The covenants and restrictions shall be liberally interpreted, and if necessary they shall be extended or enlarged by implication as to make them fully effective.
27. ROAD ACCESS. The Developer reserves the right to use one Lot of its choice in the subdivision for access to adjoining land.
28. ADDITIONS TO PROPERTY SUBJECT TO DECLARATION. The Developer shall have the right to add additional property to the scheme of this Declaration without notice to or the consent of the owners of the several Lots comprising the Property, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration, which shall extend the scheme of the covenants and of this Declaration to such additional property. The additional property to be added shall be contiguous to the Property. PROVIDED HOWEVER, that the Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration and the covenants and restrictions contained herein to the property which is so added may not alter or modify the Declaration as it applies to such additional property so as to materially and adversely affect the value of the existing Property as then comprised. And, PROVIDED FURTHER, that the Supplementary Declaration or Amendment shall not operate so as to render the provisions of this Declaration as applied to such additional property less restrictive than as applied to the Properties prior to such Supplementary Declaration or Amendment. When this Declaration has been so amended by Supplementary Declaration(s) or Amendments(s), the term "Property" as used herein shall be deemed to include the Property described herein together with such additional property as may be added thereby. The term "record title owners" as used herein shall thereafter be deemed to include the record title owners. The Property described herein together with the record title owners of such additional property as may be added by such Supplementary Declaration(s) or Amendment(s). Each Supplementary Declaration adding properties shall include a geographical description of the property added and shall designate said additional property by a designation including Section and Phase so as to differentiate

each respective area from other Sections and Phases then included within the Property.

29. HOMEOWNERS' ASSOCIATION

- 29.1 MEMBERSHIP.** Every person or entity who is the owner of any of the Lots within Riverwalk Subdivision shall be a member of the Association, subject to and bound by this Declaration, and each member shall make timely payment to the Association of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of the Lot shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or legal entities, all such persons or entities shall be members. The right of membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 29.4 below. The Developer shall also be a member of the Association until the Developer resigns its membership in writing.
- 29.2 SUSPENSION OF VOTING RIGHTS.** During any period in which a member shall be in default in the payment of any Assessment levied by the Association his voting rights shall be suspended by the Board of Directors until such assessment is paid.
- 29.3 NO INITIATION FEE.** No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due all Assessments and Special Assessments levied upon each member's Lot as specified in this Declaration.
- 29.4 VOTING AND VOTING RIGHTS.** The voting and voting rights of membership shall be appurtenant to the ownership of a Lot. When two (2) or more persons own an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding any interest in said Lot, and in no event shall more than one vote be cast with respect to any one Lot.
- 29.5 DELINQUENT MEMBERS.** Any member who is delinquent in the payment of any charge or assessment duly levied by the Association against a Lot owned by such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and collection costs, have been paid.
- 29.6 METHOD OF VOTING.** Voting on all matters except the election of Directors shall be by a voice vote or by a show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When directors or officers are elected by the members, the solicitation of proxies for such elections may be conducted by mail.
- 29.7 ANNUAL AND SPECIAL ASSESSMENTS.** In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the

members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all Lots within the subdivision. Each owner of a Lot within the subdivision by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments as needed for the purposes herein stated. The Annual and Special Assessments, together with interest thereon, shall constitute a lien upon the Lot against which such assessment is levied and shall run with the land, and shall take priority from the date a Notice of Lien for Delinquent Assessment is filed in the public records of Monroe County, Georgia subject however to the rights of mortgagees hereinafter set forth. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be in the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due.

29.8 **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine for the benefit of its Members. Such purposes shall include, but not be limited to, maintenance, landscaping and beautification of the subdivision entrances, the entrance signs, shrubbery, and grass and also for the placement of streetlights on the rights-of-way of the streets located within the subdivision and payment of the utility bills for the streetlights and lights at the entrances.

29.9 **ANNUAL ASSESSMENTS.** Beginning June 1, 2000, the Annual Assessments shall be \$ 300.00 per Lot. Beginning January 1, 2001, the Annual Assessment may be adjusted for each subsequent year by the Association's Board to an amount which will be sufficient in the sole judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year, provided, however, in no event shall the Annual Assessment as adjusted by the Board exceed 150% of the amount of the Annual Assessment for the immediately preceding calendar year without the assenting vote of a majority of the Lot owners. Each Lot Owner agrees to pay his or her pro rata share of the current year's Annual Assessment at the time of closing on the purchase of the Lot. If a Lot Owner closes on January 1, the full annual assessment will be paid by the Lot purchaser to the Homeowners' Association at the closing. If the closing occurs on any date other than January 1, the Lot purchaser will pay the pro rata share for that year's Assessment. PROVIDED HOWEVER, the annual assessment for all Lots owned by the Developer shall be equal to 1/2 of the annual per Lot assessment for all Lots unless and until the Developer owns five (5) or less Lots at which time the annual assessment for Developer owned Lots shall be the same as for all other Lots.

29.10 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a Special Assessment or Assessments, provided any such Assessment shall be approved by no less than a majority of the Lot owners and by the Developer so long as the Developer owns five (5) or more Lots.

- 29.11 ASSESSMENT DATE. Subject to the maximum set forth above, Annual Assessments shall be determined by the Board prior to January 1st of each year. The Annual Assessment shall be due on January 1st of each year and past due if not received by January 30th of that year.
- 29.12 BOARD OF DIRECTORS. The Board of Directors shall consist of two (2) members elected by a majority vote of the Lot owners. The initial Board of Directors shall consist of M.C. Walker and T.M. Walker who shall serve as the Board of Directors until January 1, 2002. On December 1, 2001, the members shall elect from among all members, a new Board of Directors who shall take office on January 1, 2002, consisting of three (3) members which Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the community property and to commit and spend such funds as may be necessary, related or incidental thereto. All decisions of the Board of Directors shall be made by a simple majority vote.
- 29.13 TERM OF OFFICE. The Board of Directors shall serve for a period of twelve (12) months or until such date as their successors have been elected by a majority vote of the members. Any vacancy arising on the Board prior to the next annual election shall be filled by the remaining Board members. Said members shall serve without compensation and shall have no personal liability to any of the members save and except for acts of willful misappropriation of the Association's Funds.
- 29.14 NOTICE OF QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS EIGHT AND NINE. Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized hereunder shall be sent to all Members by first class mail not less than ten (10) days and not more than sixty (60) days in advance of the meeting.
- At the first such meeting called, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.
- Notice requirements for meetings of the Board of Directors shall be as follows: All directors must be given either written or oral notice twenty-four (24) hours prior to the time of such meeting, provided, however, any Director may waive notice by written waiver.
- 29.15 EFFECT OF NON-PAYMENT OF ASSESSMENT: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum.

The Association, its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same, and in any event shall file in the public records a notice of Lien for Delinquent Assessment and may foreclose the lien against the real property to which the Assessment relates. Such liens shall run with the land and bind subsequent Owner with or without actual notice, except for mortgages as provided in Section 29.16 of the Article. Interest, costs, and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his, her or its Lot.

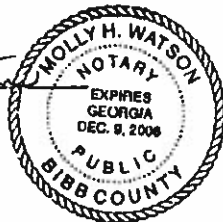
SUBORDINATION OF LIEN TO MORTGAGES AND SECURITY DEEDS. The lien for Delinquent Assessment provided for herein shall be subject to the lien of any first priority mortgage or security deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such Assessments as to the payments which became due prior to such sale or transfer but not the personal liability of the prior Owner. No sale or transfer shall relieve such Owner from liability for any Lien or Assessment including, without limitation, any Lien or Assessment thereafter becoming due.

TOTAL ELECTRIC SERVICE. The dwelling on each Lot must contain and have in regular service at least one (1) electric heat pump and at least one (1) 40-gallon or larger electric water heater. In the event the Owner does not comply with this covenant, the Owner will be required to pay for all costs of installing and delivering electric service to the Lot. The electric meter to serve the Lot will not be installed unless and until these costs are paid.

IN WITNESS WHEREOF, Developer has caused these presents to be executed by its duly authorized officers and its corporate seal affixed hereto the date and year first above written.

Signed sealed and delivered in the
Presence of:
Charles D. Blain
Witness

Molly H. Watson
Notary Public



PIEDMONT WOODLANDS
DEVELOPMENT CORPORATION
By: *Timothy M. Walker*
TIMOTHY M. WALKER,
Secretary



4973

Record and return to:
Robert L. Harris
P. O. Box 657
Forsyth, GA 31029
File No. A66-16451

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

SEP 26 2007 AM 9:49

Lynn W. Hiett
LYNN W. HIEETT
CLERK

BY _____
SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

IN RE: **DECLARATION OF RESTRICTIVE COVENANTS FOR RIVERWALK SUBDIVISION DATED JUNE 15, 2000, AND RECORDED IN DEED BOOK 670, PAGES 343-356; AND DECLARATION OF RESTRICTIVE COVENANTS FOR RIVERWALK SUBDIVISION-PHASE II DATED OCTOBER 2, 2003, AND RECORDED IN DEED BOOK 915, PAGES 112-125, BOTH IN THE CLERK'S OFFICE, MONROE SUPERIOR COURT (THE "COVENANTS").**

WHEREAS, Piedmont Woodlands Development Corporation recorded the above-referenced Covenants;

AND, WHEREAS, subsequent to the recording of the Covenants, Piedmont-Woodlands Development Corporation conveyed an undeveloped but adjacent parcel of property to White Oak Communities, LLC by Warranty Deed dated October 20, 2004, and recorded in Deed Book 999, Pages 168-169, Clerk's Office, Monroe Superior Court. Said Warranty Deed stated in the second paragraph of the legal description thereof the following, to-wit: "Said property is given subject to Restrictive Covenants, dated June 15, 2000, and recorded in Deed Book 670, Page 343, Monroe County Records which are amended to include the property herein conveyed.";

AND, WHEREAS, WhiteOak Communities, LLC conveyed the property as described in the preceding paragraph which it had received from Piedmont Woodlands Development Corporation, LLC to S & S Investment Properties, LLC by Warranty Deed dated June 3, 2005, and recorded in Deed Book 1052, Pages 89-90, aforesaid records. The second paragraph of the legal description in said Warranty Deed contained the following language which is pertinent to Restrictive Covenants, to-wit: "Said property is given subject to Restrictive Covenants which are to be recorded simultaneously herewith . . . and the following language appears in the body of said Warranty Deed immediately following the second paragraph of the legal description, to-wit: "The above described property is conveyed subject to all easements and restrictive covenants of record, if any.";

AND, WHEREAS, no restrictive covenants were recorded simultaneously with said Warranty Deed and have not been recorded as of the date of this document;

AND, WHEREAS, the Grantee in the Warranty Deed from WhiteOak Communities, LLC, referenced hereinabove, namely, S & S Investment Properties, LLC has caused to be prepared and recorded a Plat of Survey entitled "FINAL PLAT OF RIVERWALK PHASE THREE", dated April 5, 2006, and recorded in Plat Book 28, Pages 189-193, aforesaid records, and said S & S Investment Properties, LLC and the additional undersigned parties who have become owners of certain of the lots in Riverwalk Subdivision Phase Three subsequent to the WhiteOak Communities, LLC Warranty Deed to

BOOK 1244 PAGE 064

W. H. Hiett *JS*

S & S Investment Properties, LLC referenced hereinabove are desirous of correcting the oversight that no restrictive covenants have been recorded regarding Riverwalk Subdivision Phase Three as referenced hereinabove and further are desirous of amending said Covenants in certain particulars;

NOW, THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to their successors and assigns, the undersigned do hereby covenant and agree that the lots in Riverwalk Subdivision Phase Three shall be subject to the Declaration of Restrictive Covenants for Riverwalk Subdivision dated June 15, 2000, and recorded in Deed Book 670, Pages 343-356, Clerk's Office, Monroe Superior Court, and said Covenants as referenced shall be amended as follows:

1.

Amendment 1 is as to Section 29.9: Annual Assessment, and is hereby amended by adding the following language, to-wit: "Beginning January 1, 2007, the annual assessment of lake lots, Riverwalk Subdivision Phase Three, Lots 9-24, will be \$225.00 per lake lot."

2.

Amendment 2 is as to Section 29.12: Board of Directors, and is hereby amended to delete the following language from said section, to-wit: "consisting of two (2) members.", and the following amended language is hereby inserted, to-wit: "consisting of five (5) members with one (1) member elected as President, and one (1) member elected to serve as Secretary/Treasurer." Further, said section is amended to add the following language, to-wit: "Actions of the Board of Directors shall be recorded in writing and maintained by the Secretary/Treasurer."

3.

Amendment 3 is as to Section 31: Phase Three Lake Lots, and is hereby amended to add the following language, to-wit: "Lake lot owners (Phase Three, Lots 9-24) are responsible for maintaining said lakes. Any debris (dead trees or fallen trees) are to be removed by the individual lot owner within thirty (30) days. Any damage to dam or spillways, any silk fence as required by Federal, State and/or County regulations or any other lake repairs are to be split equally between lake lot owners in Phase Three, Lots 9-24. There are no docks of any kind permitted. Lake lots owners Phase Three, Lots 9-24, have exclusive rights to their lakes and no one else is permitted to have access to or the use of said lakes without permission from said lake lot owners, Phase Three, Lots 9-24. The Homeowners' Association will not be responsible for any repairs or damage to lakes."

Except as hereby changed or amended, the Covenants shall remain unchanged and in full force and effect, and said Covenants, as herein amended, are herewith republished.

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered these presents the day and year set out beside each signature.

[Handwritten signature]

BK: 1766 PG: 222-226

Filed and Recorded Dec-12-2016 03:10:31PM
DOC#: 02016-004194

Lynn W. Ham

LYNN W. HAM
CLERK OF SUPERIOR
COURT Monroe County GA.

*ret Joyce Smith
800 Riverwalk
Joseph GA 31029*

Please record and return to:
Martin Snow, LLP
Attn: Jenny Martin Stansfield
P.O. Box 1606
Macon, GA 31202-1606
File No. R0471.43834

Cross Reference:

Deed Book 670, Pages 343-356

Deed Book 915, Pages 112-125

Deed Book 1244, Pages 64-67

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

RIVERWALK SUBDIVISION

WHEREAS, the owners of each Lot in River Walk Subdivision were desirous to amend the Declaration of Restrictive Covenants of record in the Clerk's Office, Monroe Superior Court in certain particulars and after having provided notice to all lot owners and holding a vote wherein greater than two-thirds of all lot owners voted to approve the proposed amendment;

NOW, THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to their successors and assigns, the undersigned does hereby covenant and agree that the lots in Riverwalk Subdivision Phases One, Two and Three shall be amended as follows:

1.

Amendment as to Section 29.12

Section 29.12 of the Declaration of Restrictive Covenants dated June 15, 2000 and recorded in Deed Book 670, Pages 343-356 and Section 29.12 of the Declaration of Restrictive Covenants dated October 2, 2003 and recorded in Deed Book 915, Pages 112-125 are hereby deleted in its entirety and replaced with the following language, to wit:

"BOARD OF DIRECTORS. The Board of Directors shall consist of five members elected by a majority vote of the Lot owners. One member shall be

elected to serve as President and one member elected to serve as Secretary/Treasurer. No more than one member from the same household may serve on the Board of Directors at the same time. The Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the community property and to commit and spend such funds as may be necessary, related or incidental thereto. All decisions of the Board of Directors shall be made by a simple majority vote."

Except as modified and amended herein, the Declaration of Restrictive Covenants shall remain in full force and effect and shall be republished as herein amended.

In Witness Whereof, the undersigned have signed, sealed, and delivered these presents the day and year set out beside each signature.

Riverwalk Subdivision Homeowners Association, Inc.

ed, sealed and delivered
in the presence of:

BY: Jay Smith
Jay Smith, President
Date: 12-09-2016

Notary Public:
Commission Expires: 3-23-2020
[AFFIX NOTARY PUBLIC SEAL HERE]



DK: 1766 PG: 225

SIGNATURE PAGE--AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
RIVER WALK SUBDIVISION

Riverwalk Subdivision Homeowners Association, Inc.

d, sealed and delivered
in the presence of:

BY: Wendy C. Smith
Wendy C. Smith
Date: 12-7-16

Notary Public:
Commission Expires: 04/04/2017
[AFFIX NOTARY PUBLIC SEAL HERE]



Riverwalk Subdivision Homeowners Association, Inc.

l, sealed and delivered
in the presence of:

BY: Yvonne D. Smith
Yvonne D. Smith
Date: 12-7-16

Notary Public:
Commission Expires: 04/04/2017
[AFFIX NOTARY PUBLIC SEAL HERE]



DK: 1766 PG: 224

SIGNATURE PAGE--AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
RIVER WALK SUBDIVISION

Riverwalk Subdivision Homeowners Association, Inc.

Signed, sealed and delivered
in the presence of:

BY: Lynn Senec
Lynn Senec
Date: 12-8-16

Witness: Robert L. Senec

Notary Public:
My Commission Expires: 04/04/2017
[AFFIX NOTARY PUBLIC SEAL HERE]



DK: 1766 PG: 226

SIGNATURE PAGE--AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
RIVER WALK SUBDIVISION

Riverwalk Subdivision Homeowners Association, Inc.

Signed, sealed and delivered
in the presence of:

BY: Scott Doherty
Scott Doherty
Date: 12/10/16

Witness: William L. Smith

Notary Public:
My Commission Expires: 02-01-2019
[AFFIX NOTARY PUBLIC SEAL HERE]

