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**DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP
FOR RIVERVIEW ESTATES**

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THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA
PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

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DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS AND
PERMANENT MEMBERSHIP FOR RIVERVIEW ESTATES

WHEREAS, the Lot Owners at Riverview Estates Subdivision in Gwinnett County, Georgia, whose Consents are attached hereto as Exhibit "A" and incorporated herein by reference, are the Owners of that certain real property described in such Consents (the "Property") and desire to subject the Property to the terms and provisions of this Declaration of Additional Protective Covenants and Permanent Membership for Riverview Estates ("Declaration") and to hereby subject the Property to permanent mandatory membership in the Riverview Associates, Inc. ("Association"); and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and permanent mandatory membership in the Association on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners whose Consents are attached hereto as Exhibit "A", hereby declare that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributions, successors and assigns and to the benefit of the Association:

**THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA
PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.**

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DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR RIVERVIEW ESTATES

1. NAME AND LOCATION.

The name of the property is Riverview Estates, which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982). The property is located in Land Lots _____ and _____ of the _____ Section of Gwinnett County, Georgia.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as follows:

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended from time to time.

(b) Additional Property means all those Lots shown on the Riverview Estates Plats, which are not submitted hereto by written consent recorded with this Declaration. Such Lots, upon execution and recording of a consent form by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(c) Association means Riverview Associates, Inc., a Georgia nonprofit corporation, its successors or assigns.

(d) Bylaws mean the Bylaws of Riverview Associates, Inc.

(e) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property and Property and otherwise for the benefit of the Association and the Members.

(f) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including the entry feature, the park area, the landscaped islands in four (4) of the cul-de-sacs, and all landscaping and lighting associated with such areas.

(g) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(h) Executive Committee means the Board or Board of Directors as the elected body responsible for management and operation of the Association.

(i) Lot means a portion of the Riverview Estates Subdivision which is intended for ownership and use as a single-family dwelling site.

(j) Member means a Lot Owner whose Lot has been subjected to permanent and mandatory membership in the Association by written consent recorded in the Gwinnett County, Georgia land records, as provided in Paragraph 3 hereof, and which Lot therefore is a portion of the Property.

(k) Member Lot means a Lot subjected to Membership in the Association hereunder.

(l) Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Gwinnett County, Georgia land records as provided in Paragraph 3 hereof.

(m) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(n) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(o) Owner means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(p) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(q) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(r) Riverview Estates Subdivision means that property described on those plats ("Plats") for Riverview Estates recorded in Plat Book 43, Page 118; Plat Book 43, Page 119; Plat Book _____, Page _____; (Unit 3-can't read recording info.) and Plat Book _____, Page _____,

(Unit 4-can't read recording info.) Gwinnett County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

3. EFFECTIVE DATE.

This Declaration shall not be effective, whether or not it is recorded, unless and until: (a) at least two-thirds (2/3) of the Owners have executed one or more written consents on or before January 31, 2001 (the "Enrollment Period"), which consents are substantially in the form of the Consent attached hereto as Exhibit "B" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Gwinnett County, Georgia land records, which shall be no later than ninety (90) days after the end of the Enrollment Period, and (c) two Association officers have executed the final page hereof certifying that the minimum number of required Consents have been obtained. Additional Consents, by Owners of Lots within the Additional Property, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership. Each Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration, and whose Lot is submitted to Membership in the Association by written consent recorded in the Gwinnett County, Georgia records, shall be a Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

The foregoing definition of membership is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Lot owned.

(b) Voting. All Members in good standing shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the Bylaws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, if any, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members. Except as otherwise provided herein, each Member Lot is hereby allocated equal liability for Common Expenses.

(b) Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Association, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice. If the Association authorizes payment of the annual assessment in installments, the Association may levy an additional charge on each installment, such amount not to exceed five percent (5%) of the amount of the installment payment.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(c) Delinquent Assessments. All assessments and related charges not paid on or before February 28 shall be delinquent, and the Member shall be in default.

(i) If the annual assessment is not paid in full within sixty (60) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

(ii) Additionally, the Association, acting through the Executive Committee, may suspend a Member's right to use the Common Property and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

(iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessments; Computation of Operating Budget and Assessment. The annual assessment shall be established pursuant to a budget created by the Executive Committee and adopted by the Association, covering the estimated costs of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property and otherwise covering the Association activities during the coming year. The budget shall be determined from the budget prepared by the Executive Committee and approved by the Association. The budget and notice of assessment shall be sent or delivered to each Member at least twenty-one (21) days prior to the meeting at which it is to be voted on by the Association. The budget must be approved by a majority of the eligible Members present or represented by proxy at a duly called meeting at which a quorum has been established. The annual assessment shall be determined by dividing the total Common Expenses set forth in the budget by the total number of Members on January 1 of the year which the budget is designed to cover.

If the Executive Committee fails for any reason to create a budget for the succeeding year or the Association fails for any reason to approve a budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Executive Committee may propose a new budget and the Association may approve such new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members and approved by the Association in accordance with the procedure set forth above.

When an approved annual budget contains provisions for expenditures for non-specific projects or expenses under such headings as "Contingency Fund" or other generalized headings, it shall be incumbent upon the Executive Committee to obtain the approval of the Members for any expenditure from this budget category that is projected to have a total cost exceeding One Thousand and no/100 dollars (\$1,000.00). The process for notice and approval of such expenditures shall be the same as the process set forth above in this Paragraph (d) for presentation and approval of the

annual budget. The format of the annual budget shall thereafter be revised to show any such expenditure authorization under its specific, named category.

(e) Special Assessments. In addition to the annual assessment provided for above, the Executive Committee may at any time propose a special assessment for any purpose against all Members, notice of which shall set forth the purpose of the meeting and be sent to all Members at least fourteen (14) days prior to the meeting at which such special assessment shall be voted on by the Association. Prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting at which a quorum has been established.

(f) Specific Assessments. In the discretion of the Executive Committee, any Association 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(s), including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot(s). Failure of the Executive Committee to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Executive Committee and shall not constitute a waiver of the Executive Committee's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Executive Committee has not previously exercised its authority under this Paragraph.

(g) Administration Fee. Subsequent to the Enrollment Period, in order to become a Member, the Owner of a Lot within the Additional Property shall execute a Consent substantially in the same form as the Consent attached hereto as Exhibit "B" and shall pay to the Association an administrative fee equal to the total of any and all costs and expenses incurred by the Association in obtaining and recording the executed Consent, such fees may include, but are not limited to, attorney's fees and expenses, filing fees and recording fees.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

6. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Member Lots or the Member Lot Owners give their consent, the Association shall not:

(i) by act or omission seek to abandon or terminate the Property or the Association;

(ii) change the pro rata interest or obligations of any individual Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) partition or subdivide any Lot;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

(v) use hazard insurance proceeds for losses to any portion of the Property for other than the repair, replacement, or reconstruction of such portion of the Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Gwinnett County, Georgia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Member Lot. Where the Mortgagee holding a first Mortgage of record on a Member Lot or other purchaser of a Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Member Lot will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

Consistent with the Bylaws, the Association, acting through its Executive Committee, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provision of this Declaration and the Bylaws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Members (as provided herein and in Section 44-3-223 of the Act), using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed shall be considered an assessment against a Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and improve all portions of the Common Property in accordance with the Declaration and Bylaws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain;

(f) to represent the Members in dealing with governmental entities including the Common Property; and

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

8. INSURANCE.

(a) The Association, acting through the Executive Committee, or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Executive Committee may purchase "all-risk" coverage in like amounts.

(b) The Association, acting through the Executive Committee, shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Association shall be written in the name of the Association, as trustee, for the benefit of the Association and its Members.

(e) The Association also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Executive Committee's business judgment.

9. RESTRICTIVE COVENANTS AND USE RESTRICTIONS.

Certain Plats of survey related to the Property set forth certain restrictive covenants affecting the Lots in Riverview Estates. Such covenants shall run to the benefit of, and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner. Each Member hereby consents to the termination of the covenants set forth on such certain Plats of survey related to the Property.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

Additional restrictive covenants and use restrictions regarding use of the Property and Common Property are as follows and also as may be adopted by the Executive Committee and approved by the Association in rules and regulations and as specified in the Bylaws:

(a) Use of Member Lots.

(i) Residential Use. Each Member Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Member Lot, except that the Owner or Occupant residing in a dwelling on a Member Lot may conduct such ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(2) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

(3) the business activity is legal and conforms to all zoning requirements for the Property;

(4) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(6) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in Executive Committee's reasonable discretion; and

(7) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(b) Type, Number, Size and Location of Dwellings on Member Lots. All Member Lots shall be used for single family residential purposes only. No Member Lot or structure thereon shall be used primarily as a school, kindergarten, preschool, day care center or religious gathering place. No Member Lot as shown on a Plat shall be subdivided and no more than one dwelling may be erected on any one Member Lot. No dwelling with less than 3000 square feet of floor space shall be erected on any Member Lot and no such dwelling shall expose any portion of any concrete block foundation. No dwelling shall be build nearer a fronting street than the building line shown on the Plats, nor nearer to any side boundary line of a Member Lot than twenty (20) feet.

All exterior building plans for an expansion of the footprint of any existing structure on a Member Lot and all exterior building plans for any proposed structure to a Member Lot shall be submitted in writing to the Executive Committee and must receive the prior written approval of the Executive Committee prior to the commencement of any construction on any Member Lot. The Executive Committee has the authority to review and approve or disapprove such exterior building plans only as to compliance with the provisions and covenants contained in this Paragraph 9(b). Neither the Executive Committee nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Executive Committee, the Association nor any member of the Executive Committee shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

(c) Temporary Structures. No structure of a temporary character, trailer, tent or shack, shall be erected or used by any Owner or Occupant on any portion of a Member Lot visible from any street for a total of more than thirty (30) days per calendar year.

(d) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Executive Committee consent, except as specifically provided herein.

With prior written Executive Committee approval, and subject to any restrictions imposed by the Association, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Association. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(e) Prohibition of Damage, Nuisance and Noise. Nothing shall be done or kept on the Property which would be in violation of any statute, rule, ordinance, regulation, permit or other

validly imposed requirements of any governmental body or, without prior written Executive Committee consent, which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Property. Each Owner shall refrain from any act or use of any portion of the Property that could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Owners or Occupants. No Owner or Occupant of a Member Lot may use or allow the use of any portion of the Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or Occupants of a portion of the Property, or in such a way as to constitute, in the Executive Committee's reasonable opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. No Owner or Occupant of a Member Lot may use or allow the use of any portion of the Property in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:30 a.m. that will, in the Executive Committee's reasonable opinion, unreasonably interfere with the rights, comfort or convenience of the other Owners or Occupants.

No Owner shall do any work which, in the Executive Committee's reasonable opinion, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof, or would impair any easement or hereditaments thereto, without prior written consent of all Association Members and their Mortgagees. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any building constructed upon any Member Lot shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Member Lot.

(f) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any portion of the Property that is easily visible from any street for a total of more than thirty (30) days per calendar year.

(g) Commercial, Recreational and other Vehicles. Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are prohibited from being parked on the Property for a total of more than thirty (30) days per calendar year, except in garages or other areas on a Lot which are not visible from any street.

(h) Leasing. Member Lots may be leased only in their entirety; no fraction or portion may be leased without the prior written approval of the Executive Committee. There shall be no subleasing of Member Lots or assignment of leases without the prior written approval of the Executive Committee. Within ten (10) days after executing a lease agreement for the lease of a

Member Lot, the Member shall provide the Executive Committee with a copy of the lease and the name of the lessee and all other people occupying the Member Lot. The Member must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Member Lot in order to ensure such compliance. The Member shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Member and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Executive Committee, the Member shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

The Member transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Member has to use the Common Property. When a Member who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Member hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Executive Committee, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Executive Committee's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Executive Committee's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were a Member. The above provision shall not be construed to release the Member from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(i) Applicability of this Paragraph 9. Those Owners who are engaged in activities that do not comply with any portion of this Paragraph 9 or whose structures on a Lot do not comply with any portion of this Paragraph 9 on the date this Declaration is recorded in the Gwinnett County, Georgia records shall not be required to comply with such provisions with respect to such activity or structure. However, all activities and actions of all Members commenced after this Declaration is recorded in the Gwinnett County, Georgia records shall comply with the terms and conditions of this Declaration, the Bylaws, Articles of Incorporation and any other rule or regulation promulgated by the Association.

10. MAINTENANCE.

The Association shall maintain, operate, keep in good repair and improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Association has determined that such maintenance would benefit all Owners. Each Owner shall maintain his or her Lot in a good and orderly condition.

11. ENFORCEMENT AND APPEALS PROCESS.

(a) Authority and Enforcement. The Property shall be used only for those uses and purposes set out in this Declaration. The Executive Committee, with the approval of the Association, shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Members. Every Member and his/her family, guests and tenants shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Members, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Executive Committee shall have the power to impose reasonable fines, which shall constitute a lien upon the Member's Lot, and to suspend a Member's right to vote or to use the Common Property for any violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Executive Committee to limit ingress and egress to or from a Lot. In the event that any lessee of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Member and lessee, and the fine shall first be assessed against such lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Executive Committee, the Member shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Executive Committee to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Executive Committee to do so thereafter.

(b) Fining and Suspension Procedure. The Executive Committee shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property (provided, however, if an Member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Property shall be automatic) unless and until the Association, by and through the Executive Committee, has sent or delivered written notice to the violator as provided in subsection (i) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the

violator's right to request a hearing before the Executive Committee to challenge such fine as described in subsection (ii) below.

(i) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Executive Committee shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Executive Committee to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Executive Committee to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Executive Committee shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing, which shall be sent to the violator within three (3) days after such minutes are transcribed by the Executive Committee. The Executive Committee may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

(c) Appeals Process. If the violator is dissatisfied with the results of the hearing before the Executive Committee, the violator may request a review from the Appeals Committee by sending a written appeal to any member of the Appeals Committees, within thirty (30) days of receipt of the minutes of the Executive Committee hearing. The Appeals Committee shall schedule and hold an appeals hearing within thirty (30) days of receiving the written appeal, which appeals hearing shall afford the violator a reasonable opportunity to be heard and present evidence. One member of the Executive Committee shall be present at the appeals hearing to be heard and present evidence from the Executive Committee. (The Executive Committee member present at the appeals hearing shall not have the right to vote on any issue presented to the Appeals Committee.) After both parties have been heard and evidence has been presented, the Appeals Committee shall meet and decide the final resolution of the issue. The Appeals Committee's final decision shall be issued in writing to the Executive Committee and to the violator within ten (10) days of the appeals hearing. The decision of the Appeals Committee shall be final and binding on the violator and the Association.

12. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or

otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

13. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything to the contrary herein, neither the foreclosure of Mortgages on one or more Member Lots subsequent to the recording of this Declaration, nor the fact that, as a result of such foreclosure(s) less than two-thirds (2/3) of the Lots are Member Lots at any time, shall affect the validity and enforceability of this Declaration as to all other Member Lots submitted hereto.

14. AMENDMENT.

This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Gwinnett County, Georgia land records.

In addition to the above, material amendments relating to the Eligible Mortgage Holders to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

15. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Executive Committee which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Association or the then Executive Committee) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee member may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

16. PREPARER.

This Declaration was prepared by Jamie Platt Lyons, Weissman, Nowack, Curry & Wilco, P.C., 1349 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the undersigned Lot Owners at Riverview Estates, by execution of the Consents attached hereto as Exhibit "A", do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Membership in the Riverview Associates, Inc., and, further, the undersigned officers of the Riverview Associates, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required majority of Lot Owners and by the Executive Committee of the Association.

[Signatures contained on following page]

RIVERVIEW ASSOCIATES, INC.

~~President~~

~~Secretary~~

Sworn to and subscribed to
before me this 1st day of
May, 2006

Notary Public **NOTARY SEAL**

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PUBLIC
COBB COUNTY

EXHIBIT "A"

Property Initially Submitted

Consents

The property initially submitted to the terms and conditions of the Declaration shall be: (1) the Common Property, more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference, and (2) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to the Declaration. The Consent Forms executed by Owners submitting their Lots to the Declaration are attached hereto and incorporated herein by reference.