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Carolyn V. Sullivan Clerk

BK 3504 PG 64-73

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309 Margie Dr.
WR GA 31088

DECLARATION OF PROTECTIVE COVENANTS FOR
THE FARM AT RIVERBEND PLANTATION

SECTION 1

STATE OF GEORGIA
COUNTY OF HOUSTON

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 29th day of July 2005, by RIVERBEND PLANTATION DEVELOPMENT, INC., a Georgia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, RIVERBEND PLANTATION DEVELOPMENT, INC. is the owner of the following described real property to wit:

All that tract or parcel of land situate, lying and being in Land Lots 104 & 105 of the 11th Land District of Houston County, Georgia, being known and designated as Section 1, The Farm at Riverbend Subdivision, according to that certain plat prepared by Story Clarke & Associates, dated June 2, 2005 and being of record in Plat Book 65, Pages 128-129, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

WHEREAS, it is to the interest, benefit and advantage of the Declarant and every person who shall hereafter purchase any lot in said subdivision that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the Land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said subdivision, the Declarant does hereby set up, establish, promulgate and declare the following Protective Covenants to apply to the above described property. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant until December 31, 2025, at which time these covenants shall be

extended in whole as hereinafter provided.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, and a private garage for not more than four (4) automobiles. No attached garage shall face the street but instead shall have entry for vehicles on the side of said garage. Corner lot garage shall face minor street side only. All structures shall be of conventional construction. Mobile homes, modular homes, Department of Community Affairs (DCA) homes, log homes, or preassembled structures are prohibited. Construction must begin on lots purchased at least two years from date of purchase and all houses constructed on said lots must be fully completed within one year after the date a building permit is obtained.

2. **ARCHITECTURAL CONTROL OF OUT BUILDINGS AND ADDITIONS.** No building, structure, wall, or fence shall be erected, or placed or altered on any lot until the construction plans and specifications and a plan showing location thereof have been approved by the Architectural Control Committee, hereinafter referred to as "ACC", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval shall be as provided for in Paragraph 20 hereinafter set forth. All room additions and added structures and additions of any type or nature whatsoever must be approved by the ACC and shall be required to conform to applicable minimum county building code requirements as well as the minimum code requirements of any applicable state or municipal requirements. All storage sheds or out buildings used primarily for storage shall conform to all applicable code requirements and must have the same materials, colors, and architectural design as the main structure and must be approved by the ACC.

3. **MINIMUM DWELLING SIZE AND SPECIFICATIONS.**

a. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches, patios and garages, being less than 1600 square feet for a one story dwelling, nor less than 1800 square feet for a dwelling of more than one story, with the main floor having no less than 1500 square feet. The total area of heated and cooled space for any dwelling shall not exceed 1900 square feet.

b. No foundation shall be allowed unless the front elevation of the main (ground) floor is 1.0 foot above the finished grade ground level at the minimum point of elevation.

c. There shall be no less than a eight by twelve (8 X 12) pitch for the main roof of any dwelling or any building on said lot, unless approved by the ACC. Roof materials and color shall be specified in the plans and submitted to the ACC for approval and shall be consistent with the design standards.

d. Driveways shall be only of concrete and a minimum of twelve feet (12') in width. Walkways shall be a minimum of forty-two inches (42") in width.

e. All foundations shall be covered by stucco material, clay brick, or decorative stone unless waived by the ACC. All utility lines, including lines to auxiliary structures, shall be buried underground.

f. No metal chimneys shall be visible from any front or side street.

g. Fences and Walls. As stated, no fence or wall of any kind shall be erected, maintained or altered on any lot without prior written approval of the ACC of plans and specifications for such fences and walls. No chain link fence shall be allowed. No fence shall extend closer to the street than the back corner of the main dwelling. Proper maintenance shall include, but not be limited to, staining and/or sealing all fences at least bi-annually to maintain an attractive appearance and to protect fence from weathering.

h. Exterior Building Materials. All homes shall be construed with a brick and vinyl exterior. An all brick skirt is required around the complete foundation to the finished floor level on each home. All siding shall be beaded vinyl with a minimum panel width of six inches. No artificial brick, stone or wood, 4' x 8' exterior sheet siding, or any other type siding may be used. No unfinished concrete blocks are allowed. The siding on the sides and back of the house shall be the same as the front of the house. All gutters installed must be seamless.

i. Windows and Doors. Silver finished aluminum doors (including sliding glass doors) and windows are prohibited. Wood windows or vinyl clad windows are preferred but the ACC may approve other styles if the same are aesthetically acceptable. All window treatments and dressings on the front of each home which are visible from the street, shall be white, off-white or ivory, unless otherwise approved by the ACC.

j. Playground Equipment. To provide uniformity and aesthetic appearance, all playground equipment shall be placed, maintained and confined to the backyard of the home site. There shall be no basketball goal of any kind erected or installed in the front yard or in the driveway of any home forward of the front line of the home.

k. Swimming Pools. Above grounds swimming pools shall not be permitted. Swimming pool type and location shall be approved by the ACC and the Houston County Environmental Health Department, or other applicable regulatory agency.

l. Window Air Conditioning Units. Window air conditioning units shall not be permitted.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event, no building shall be located on any lot nearer than fifty (50) feet to the front lot line. For the purposes of this covenant, eaves, steps, patios and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The restrictions set out in this paragraph may be altered, varied or waived on an individual lot basis by approval from the

Architectural Control Committee.

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5. **SUBDIVISION OF LOTS.** None of the lots, shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with continuous portion or portions of one or more lots in the same block may be used for one building site, but in such instances no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20) feet.

6. **EASEMENTS.** The Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following Easements with respect to the lots hereinabove described, to-wit:

a. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded plat of survey. Drainage flow shall not be obstructed, nor be diverted from the aforesaid recorded plat of survey.

b. An easement over, upon and across each lot for the purpose of land application of waste water affluent provided however, such application shall be to the extent and only on that portion of each lot as may be approved by applicable Georgia Law and the rules and regulations of the Department of Public Health and Georgia Department of Human Resources, Environmental Protection Division, or other applicable State and or Federal agencies.

c. Maintenance of any drainage easement or area located on any lot in the subdivision shall be the sole responsibility of the lot owner. In the event any lot owner in the subdivision fails to adequately maintain said drainage easement or area, Declarant or the ACC shall have the right, but not the obligation, to have such work as may be needed performed, and to assess the lot owner for the cost of said work. In the event such work is done, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of the cost of said work and shall be due and payable within thirty days after the owner is billed therefor.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including lack of maintenance of grounds. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects such as junk motor vehicles, then the Declarant or the Architectural Control Committee may enter upon said lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of said removal and shall be due and payable within thirty days after the owner is billed therefor.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer,

basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporally or permanently, unless approved by the ACC.

9. **SIGNS, ENTRANCE AND MAILBOXES.** No sign of any kind shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency, advertising the property for sale or rent, or signs used by owners and builders to advertise the property during the construction and/or sale period. Said sign shall not be over six square feet (6 sq. ft.) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the subdivision as approved by the ACC.

Driveway entrances shall be designed and constructed so as to reflect the design and theme of the subdivision. The purpose of this is to give uniformity in the entrances to each home/driveway and to carry a theme throughout the development.

10. **ANTENNAE, TOWERS, SATELLITE ANTENNAS, ETC.** No clotheslines, antennas, towers or satellite antennas or satellite dish shall be erected on any lot for any purpose, nor shall any of the above be affixed to the outside of any dwelling on any lot, without prior written consent of the ACC. Placement of flagpoles shall be attached to the main dwelling and shall require prior approval of the ACC. No flag shall be larger than twenty-four square feet in area (24 sq. ft.), no more than one (1) flag shall be flown at any time. No flag pole shall be allowed to be placed in yard and shall only be mounted on side of home at a 45 degree angle. Said flag pole shall be no longer than four feet.

11. **VEHICLE PARKING.** No vehicle shall be parked on any street in the subdivision. No trucks or trailers, motor homes or campers, or boats shall be parked for overnight (or longer) storage on any lot in the subdivision. Any garage built for such storage must have prior approval of the ACC as in paragraph (2) herein. Under no circumstances shall any nonoperable motor vehicle be allowed to remain on the premises more than ten days and the express purpose of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises.

12. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Nothing to the contrary withstanding, no owner or occupants of any residence shall at anyone time have on the premises a total of more than two dogs or two cats except if said dog or cat shall give birth, whereupon the owner or occupants of said residence shall have a period of twelve weeks from the date of the birth of said puppies or kittens during which this provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any lot shall be kept on a proper leash or chain at all times unless said lot is completely and

properly fenced in and no dog or cat shall be allowed to run free except on his owner's lot and then only if the same is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving his owners lot.

14. **VEGETABLE GARDENS, GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary container. An incinerator or other equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street in the subdivision, or adjacent to the subdivision, at any time, except at the times when regular trash collection are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee. No vegetable garden shall be placed on any lot unless said garden is 500 sq. ft or less.

15. **SEWERAGE DISPOSAL.** No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Houston County Environmental Health Department or other applicable environmental authority.

16. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, with the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet with the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **LANDSCAPING AND REMOVAL OF TREES.** The builder, contractor, or owner of each residential lot shall certify to the ACC at the completion of the residence erected on each said lot that a minimum of \$750.00 cost to said builder, contractor, or owner has been expended on the shrubbery on each lot within the subdivision. Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. Said costs shall not include the clearing and preparing of the lot for construction of the improvements, but shall be limited to amounts expended for the finish work required in landscaping, so as to provide landscaping which will enhance the appearance of said lot and the subdivision. Landscape minimum shall include a bed of not less than 25 sq. ft. constructed at location of mailbox. In addition to the \$750 required for shrubbery, each builder, contractor or owner of each residential lot shall irrigate a minimum of the front and side yards (to back corners of house) and seed with straw or hydro-seed the entire lot with centipede grass. Each builder, contractor or owner shall also plant a minimum of two (2), two inch (2") caliper trees in the front yard of each building lot, cost of which shall not be included in \$750 shrubbery minimum. The type and location of trees shall be approved by the ACC. The proposed removal of any tree larger than four (4) inches in diameter must have prior approval of the ACC.

18. **SOIL EROSION.** All property owners shall fully comply with local, state and federal erosion and sedimentation control requirements.

19. **DILIGENCE.** The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

20. **ARCHITECTURAL CONTROL COMMITTEE**

(a) **MEMBERSHIP.** The Architectural Control Committee is composed of Mark Byrd, Robert Causey and Dave Davidson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant and because of such lack of compensation shall not be accountable to other lot owners in the subdivision while acting in their official capacity as a member of the committee. As of the date of recordation of these Protective Covenants, all privileges, powers, rights and authority shall be vested in this ACC and exercised by it.

(b) **APPROVAL OF PLANS.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the ACC hereby is vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the committee shall deem necessary and proper. The ACC shall be vested with the authority, and same is hereby reserved to said ACC, to grant such variances and exceptions to these Protective Covenants as the ACC deems necessary and proper to the ordered development of the subdivision. Whether or not provisions therefor are specifically stated in a conveyance of a lot made by a Declarant, the owner and occupants of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the ACC. Each such building, fence, wall or other structure shall be placed on the premises in accordance with the plans and specifications and plot plan so approved. Refusal or approval of plans and specification by said Committee may be based on any ground including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request therefor, then such approval shall not be required; provided that no building, fence or other structure shall be erected which violates any of the covenants herein contained. In matters of dispute over the meaning, interpretation and spirit of these Protective Covenants, the Architectural Control Committee is the ultimate authority.

Items which must be submitted to the Architectural Control Committee:

1. Site Plan showing location of house on lot in relation to setback lines.

2. Floor Plan of house showing heated/cooled square footage. Front, side, and rear elevations, including schedule of exterior surfaces including roof relative to color and material.
 3. Detailed Landscape Plan for front, side and rear yards including irrigation system.
 4. Outbuildings and all other structures.
 5. Fences, Gates and Walls.
 6. Other items as required, when necessary.
21. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date these covenants are recorded and ending December 31, 2025, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then owners of the lots within the Riverbend Plantation Subdivision, has been recorded, agreeing to change said covenants in whole or in part.
22. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
23. **COVENANTS FOR ASSESSMENTS.** The Declarant for each lot, tract or parcel of land owned by it within the Riverbend Plantation Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to the covenant to pay to the Riverbend Plantation Maintenance and Improvement Association (the Association), a corporation organized and existing under the Code of the State of Georgia such assessments as hereinafter set forth. The above mentioned Association shall become incorporated when the Declarant becomes a minority owner of entire subdivision and the majority of individual lot owners shall be responsible for the formation, application and organization of said Association. The following general and special assessments to wit shall be managed by Declarant until the formation of the above mentioned Association.
- a. **VOTING RIGHTS.** The Association shall have two classes of voting membership:
- Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be prorated and exercised equally between owners unless they among themselves determine otherwise, but in no event shall more than one vote be cast with respect to any lot.
- Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class

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A membership when the total votes outstanding in the Class A membership equals 95 percent of the total number of lots within all sections of the subdivision of which the subject property is a part, when fully developed.

b. GENERAL ASSESSMENT. Each lot owner shall be assessed a prorated portion of the actual cost by the Association and/or Declarant for the maintenance of the entrance sign, fence, landscaping, light posts and lighting expense, and any amenity areas. The annual assessment shall not exceed \$125.00 per lot unless otherwise approved by a majority of the then owners of the lots within the Riverbend Plantation Subdivision.

c. PURPOSE OF ASSESSMENT. The assessment levied and collected by the Association/Declarant shall be used exclusively for the purpose of promoting the comfort, safety and welfare of the owners of lots in the Riverbend Plantation Subdivision, and for the payment of the costs of maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts and lighting expense, landscaping and fence maintenance, and any amenity areas).

d. DUE DATE OF ASSESSMENTS. The general assessment shall be due and payable in annual installments beginning the first January after the initial sale of the finished home. The general assessment shall be due and payable annually on the 15th day of January and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Association/Declarant.

e. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The assessments provided herein shall be the personal and individual debt of the owner(s) of the property covered by such assessments. In the event of default in the payment of any such assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15.00%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

f. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this paragraph 23 but unpaid, shall, together with interest as provided in subparagraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s), and his heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition or improvement of the property in question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority

above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph (c) above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owner(s) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

g. **EXEMPTIONS.** The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of or improvements to the subject lot, tract or parcel, whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of the security deed or is made by the mortgagee who has acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

24. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect the validity of the remaining covenants which shall remain in full force and effect.

25. **DECLARANT'S RIGHT TO AMEND.** In addition to any waivers and variances hereinbefore provided for, Declarant reserves the right to amend, alter, or modify any of said restrictions in these protective covenants and to resurvey or resubdivide any portion of the property subject to the provisions of these protective covenants in the Declarant's sole discretion.

26. **REMEDIES FOR VIOLATIONS.** For a violation or breach of any of these protective covenants by any person, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, the failure promptly to enforce any one or more of the protective covenants shall not bar their enforcement at a later date.

IN WITNESS WHEREOF, the said Declaring has caused these protective covenants to be executed on the day and year that above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Teresa M. Hathaway
Notary Public



RIVERBEND PLANTATION
DEVELOPMENT, INC.

By: *[Signature]*
Title: *PRESIDENT*
Attest: *[Signature]*
Title: *secretary*



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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK **3916** PG **148-158**

*Chg. Martin, Shaw
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**DECLARATION OF PROTECTIVE COVENANTS FOR
THE FARM AT RIVERBEND PLANTATION**

SECTION 2

STATE OF GEORGIA
COUNTY OF HOUSTON

28th THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this day of June 2006, by RIVERBEND PLANTATION DEVELOPMENT, INC., a Georgia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, RIVERBEND PLANTATION DEVELOPMENT, INC. is the owner of the following described real property to wit:

All that tract or parcel of land situate, lying and being in Land Lots 104 & 105 of the 11th Land District of Houston County, Georgia, being known and designated as Section 2, The Farm at Riverbend Subdivision, according to that certain plat prepared by Story Clarke & Associates, dated June 14, 2006 and being of record in Plat Book 67, Page 78, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

WHEREAS, it is to the interest, benefit and advantage of the Declarant and every person who shall hereafter purchase any lot in said subdivision that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the Land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said subdivision, the Declarant does hereby set up, establish, promulgate and declare the following Protective Covenants to apply to the above described property. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant until December 31, 2026, at which time these covenants shall be

extended in whole as hereinafter provided.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, and a private garage for not more than four (4) automobiles. No attached garage shall face the street but instead shall have entry for vehicles on the side of said garage. Corner lot garage shall face minor street side only. All structures shall be of conventional construction. Mobile homes, modular homes, Department of Community Affairs (DCA) homes, log homes, or preassembled structures are prohibited. Construction must begin on lots purchased at least two years from date of purchase and all houses constructed on said lots must be fully completed within one year after the date a building permit is obtained.

2. **ARCHITECTURAL CONTROL OF OUT BUILDINGS AND ADDITIONS.** No building, structure, wall, or fence shall be erected, or placed or altered on any lot until the construction plans and specifications and a plan showing location thereof have been approved by the Architectural Control Committee, hereinafter referred to as "ACC", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval shall be as provided for in Paragraph 20 hereinafter set forth. All room additions and added structures and additions of any type or nature whatsoever must be approved by the ACC and shall be required to conform to applicable minimum county building code requirements as well as the minimum code requirements of any applicable state or municipal requirements. All storage sheds or out buildings used primarily for storage shall conform to all applicable code requirements and must have the same materials, colors, and architectural design as the main structure and must be approved by the ACC.

3. **MINIMUM DWELLING SIZE AND SPECIFICATIONS.**

a. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches, patios and garages, being less than 1600 square feet for a one story dwelling, nor less than 1800 square feet for a dwelling of more than one story, with the main floor having no less than 1500 square feet. The total area of heated and cooled space for any dwelling shall not exceed 1900 square feet.

b. No foundation shall be allowed unless the front elevation of the main (ground) floor is 1.0 foot above the finished grade ground level at the minimum point of elevation.

c. There shall be no less than a eight by twelve (8 X 12) pitch for the main roof of any dwelling or any building on said lot, unless approved by the ACC. Roof materials and color shall be specified in the plans and submitted to the ACC for approval and shall be consistent with the design standards.

d. Driveways shall be only of concrete and a minimum of twelve feet (12') in width. Walkways shall be a minimum of forty-two inches (42") in width.

e. All foundations shall be covered by stucco material, clay brick, or decorative stone unless waived by the ACC. All utility lines, including lines to auxiliary structures, shall be buried underground.

f. No metal chimneys shall be visible from any front or side street.

g. Fences and Walls. As stated, no fence or wall of any kind shall be erected, maintained or altered on any lot without prior written approval of the ACC of plans and specifications for such fences and walls. No chain link fence shall be allowed. No fence shall extend closer to the street than the back corner of the main dwelling. Proper maintenance shall include, but not be limited to, staining and/or sealing all fences at least bi-annually to maintain an attractive appearance and to protect fence from weathering.

h. Exterior Building Materials. All homes shall be construed with a brick and vinyl exterior. An all brick skirt is required around the complete foundation to the finished floor level on each home. All siding shall be beaded vinyl with a minimum panel width of six inches. No artificial brick, stone or wood, 4' x 8' exterior sheet siding, or any other type siding may be used. No unfinished concrete blocks are allowed. The siding on the sides and back of the house shall be the same as the front of the house. All gutters installed must be seamless.

i. Windows and Doors. Silver finished aluminum doors (including sliding glass doors) and windows are prohibited. Wood windows or vinyl clad windows are preferred but the ACC may approve other styles if the same are aesthetically acceptable. All window treatments and dressings on the front of each home which are visible from the street, shall be white, off-white or ivory, unless otherwise approved by the ACC.

j. Playground Equipment. To provide uniformity and aesthetic appearance, all playground equipment shall be placed, maintained and confined to the backyard of the home site. There shall be no basketball goal of any kind erected or installed in the front yard or in the driveway of any home forward of the front line of the home.

k. Swimming Pools. Above grounds swimming pools shall not be permitted. Swimming pool type and location shall be approved by the ACC and the Houston County Environmental Health Department, or other applicable regulatory agency.

l. Window Air Conditioning Units. Window air conditioning units shall not be permitted.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event, no building shall be located on any lot nearer than fifty (50) feet to the front lot line. For the purposes of this covenant, eaves, steps, patios and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The restrictions set out in this paragraph may be altered, varied or waived on an individual lot basis by approval from the

Architectural Control Committee.

5. **SUBDIVISION OF LOTS.** None of the lots, shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with continuous portion or portions of one or more lots in the same block may be used for one building site, but in such instances no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20) feet.

6. **EASEMENTS.** The Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following Easements with respect to the lots hereinabove described, to-wit:

a. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded plat of survey. Drainage flow shall not be obstructed, nor be diverted from the aforesaid recorded plat of survey.

b. An easement over, upon and across each lot for the purpose of land application of waste water affluent provided however, such application shall be to the extent and only on that portion of each lot as may be approved by applicable Georgia Law and the rules and regulations of the Department of Public Health and Georgia Department of Human Resources, Environmental Protection Division, or other applicable State and or Federal agencies.

c. Maintenance of any drainage easement or area located on any lot in the subdivision shall be the sole responsibility of the lot owner. In the event any lot owner in the subdivision fails to adequately maintain said drainage easement or area, Declarant or the ACC shall have the right, but not the obligation, to have such work as may be needed performed, and to assess the lot owner for the cost of said work. In the event such work is done, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of the cost of said work and shall be due and payable within thirty days after the owner is billed therefor.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including lack of maintenance of grounds. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects such as junk motor vehicles, then the Declarant or the Architectural Control Committee may enter upon said lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of said removal and shall be due and payable within thirty days after the owner is billed therefor.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer,

basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporally or permanently, unless approved by the ACC.

9. **SIGNS, ENTRANCE AND MAILBOXES.** No sign of any kind shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency, advertising the property for sale or rent, or signs used by owners and builders to advertise the property during the construction and/or sale period. Said sign shall not be over six square feet (6 sq. ft.) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the subdivision as approved by the ACC.

Driveway entrances shall be designed and constructed so as to reflect the design and theme of the subdivision. The purpose of this is to give uniformity in the entrances to each home/driveway and to carry a theme throughout the development.

10. **ANTENNAE, TOWERS, SATELLITE ANTENNAS, ETC.** No clotheslines, antennas, towers or satellite antennas or satellite dish shall be erected on any lot for any purpose, nor shall any of the above be affixed to the outside of any dwelling on any lot, without prior written consent of the ACC. Placement of flagpoles shall be attached to the main dwelling and shall require prior approval of the ACC. No flag shall be larger than twenty-four square feet in area (24 sq. ft.), no more than one (1) flag shall be flown at any time. No flag pole shall be allowed to be placed in yard and shall only be mounted on side of home at a 45 degree angle. Said flag pole shall be no longer than four feet.

11. **VEHICLE PARKING.** No vehicle shall be parked on any street in the subdivision. No trucks or trailers, motor homes or campers, or boats shall be parked for overnight (or longer) storage on any lot in the subdivision. Any garage built for such storage must have prior approval of the ACC as in paragraph (2) herein. Under no circumstances shall any nonoperable motor vehicle be allowed to remain on the premises more than ten days and the express purpose of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises.

12. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Nothing to the contrary withstanding, no owner or occupants of any residence shall at anyone time have on the premises a total of more than two dogs or two cats except if said dog or cat shall give birth, whereupon the owner or occupants of said residence shall have a period of twelve weeks from the date of the birth of said puppies or kittens during which this provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any lot shall be kept on a proper leash or chain at all times unless said lot is completely and

properly fenced in and no dog or cat shall be allowed to run free except on his owner's lot and then only if the same is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving his owners lot.

14. **VEGETABLE GARDENS, GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary container. An incinerator or other equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street in the subdivision, or adjacent to the subdivision, at any time, except at the times when regular trash collection are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee. No vegetable garden shall be placed on any lot unless said garden is 500 sq. ft or less.

15. **SEWERAGE DISPOSAL.** No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Houston County Environmental Health Department or other applicable environmental authority.

16. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, with the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet with the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **LANDSCAPING AND REMOVAL OF TREES.** The builder, contractor, or owner of each residential lot shall certify to the ACC at the completion of the residence erected on each said lot that a minimum of \$750.00 cost to said builder, contractor, or owner has been expended on the shrubbery on each lot within the subdivision. Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. Said costs shall not include the clearing and preparing of the lot for construction of the improvements, but shall be limited to amounts expended for the finish work required in landscaping, so as to provide landscaping which will enhance the appearance of said lot and the subdivision. Landscape minimum shall include a bed of not less than 25 sq. ft. constructed at location of mailbox. In addition to the \$750 required for shrubbery, each builder, contractor or owner of each residential lot shall irrigate a minimum of the front and side yards (to back corners of house) and seed with straw or hydro-seed the entire lot with centipede grass. Each builder, contractor or owner shall also plant a minimum of two (2), two inch (2") caliper trees in the front yard of each building lot, cost of which shall not be included in \$750 shrubbery minimum. The type and location of trees shall be approved by the ACC. The proposed removal of any tree larger than four (4) inches in diameter must have prior approval of the ACC.

18. **SOIL EROSION.** All property owners shall fully comply with local, state and federal erosion and sedimentation control requirements.

19. **DILIGENCE.** The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

20. **ARCHITECTURAL CONTROL COMMITTEE**

(a) **MEMBERSHIP.** The Architectural Control Committee is composed of Mark Byrd, Robert Causey and Dave Davidson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant and because of such lack of compensation shall not be accountable to other lot owners in the subdivision while acting in their official capacity as a member of the committee. As of the date of recordation of these Protective Covenants, all privileges, powers, rights and authority shall be vested in this ACC and exercised by it.

(b) **APPROVAL OF PLANS.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the ACC hereby is vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the committee shall deem necessary and proper. The ACC shall be vested with the authority, and same is hereby reserved to said ACC, to grant such variances and exceptions to these Protective Covenants as the ACC deems necessary and proper to the ordered development of the subdivision. Whether or not provisions therefor are specifically stated in a conveyance of a lot made by a Declarant, the owner and occupants of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the ACC. Each such building, fence, wall or other structure shall be placed on the premises in accordance with the plans and specifications and plot plan so approved. Refusal or approval of plans and specification by said Committee may be based on any ground including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request therefor, then such approval shall not be required; provided that no building, fence or other structure shall be erected which violates any of the covenants herein contained. In matters of dispute over the meaning, interpretation and spirit of these Protective Covenants, the Architectural Control Committee is the ultimate authority.

Items which must be submitted to the Architectural Control Committee:

1. Site Plan showing location of house on lot in relation to setback lines.

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2. Floor Plan of house showing heated/cooled square footage. Front, side, and rear elevations, including schedule of exterior surfaces including roof relative to color and material.
 3. Detailed Landscape Plan for front, side and rear yards including irrigation system.
 4. Outbuildings and all other structures.
 5. Fences, Gates and Walls.
 6. Other items as required, when necessary.
21. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date these covenants are recorded and ending December 31, 2026, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then owners of the lots within the Riverbend Plantation Subdivision, has been recorded, agreeing to change said covenants in whole or in part.
22. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
23. **COVENANTS FOR ASSESSMENTS.** The Declarant for each lot, tract or parcel of land owned by it within the Riverbend Plantation Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to the covenant to pay to the Riverbend Plantation Maintenance and Improvement Association (the Association), a corporation organized and existing under the Code of the State of Georgia such assessments as hereinafter set forth. The above mentioned Association shall become incorporated when the Declarant becomes a minority owner of entire subdivision and the majority of individual lot owners shall be responsible for the formation, application and organization of said Association. The following general and special assessments to wit shall be managed by Declarant until the formation of the above mentioned Association.
- a. **VOTING RIGHTS.** The Association shall have two classes of voting membership:
- Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be prorated and exercised equally between owners unless they among themselves determine otherwise, but in no event shall more than one vote be cast with respect to any lot.
- Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class

A membership when the total votes outstanding in the Class A membership equals 95 percent of the total number of lots within all sections of the subdivision of which the subject property is a part, when fully developed.

b. GENERAL ASSESSMENT. Each lot owner shall be assessed a prorated portion of the actual cost by the Association and/or Declarant for the maintenance of the entrance sign, fence, landscaping, light posts and lighting expense, and any amenity areas. The annual assessment shall not exceed \$125.00 per lot unless otherwise approved by a majority of the then owners of the lots within the Riverbend Plantation Subdivision.

c. PURPOSE OF ASSESSMENT. The assessment levied and collected by the Association/Declarant shall be used exclusively for the purpose of promoting the comfort, safety and welfare of the owners of lots in the Riverbend Plantation Subdivision, and for the payment of the costs of maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts and lighting expense, landscaping and fence maintenance, and any amenity areas).

d. DUE DATE OF ASSESSMENTS. The general assessment shall be due and payable in annual installments beginning the first January after the initial sale of the finished home. The general assessment shall be due and payable annually on the 15th day of January and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Association/Declarant.

e. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The assessments provided herein shall be the personal and individual debt of the owner(s) of the property covered by such assessments. In the event of default in the payment of any such assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15.00%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

f. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this paragraph 23 but unpaid, shall, together with interest as provided in subparagraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s), and his heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition on improvement of the property in question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority

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above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph (c) above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owner(s) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

g. **EXEMPTIONS.** The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of or improvements to the subject lot, tract or parcel, whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of the security deed or is made by the mortgagee who has acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

24. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect the validity of the remaining covenants which shall remain in full force and effect.

25. **DECLARANT'S RIGHT TO AMEND.** In addition to any waivers and variances hereinbefore provided for, Declarant reserves the right to amend, alter, or modify any of said restrictions in these protective covenants and to resurvey or resubdivide any portion of the property subject to the provisions of these protective covenants in the Declarant's sole discretion.

26. **REMEDIES FOR VIOLATIONS.** For a violation or breach of any of these protective covenants by any person, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, the failure promptly to enforce any one or more of the protective covenants shall not bar their enforcement at a later date.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

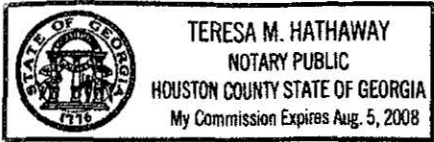
IN WITNESS WHEREOF, the said Declaring has caused these protective covenants to be executed on the day and year that above written.


Signed, sealed and delivered
in the presence of:

Witness Julie A. Watson
Teresa M. Hathaway
Notary Public

RIVERBEND PLANTATION
DEVELOPMENT, INC.

By: M. Byrd
Title: _____
Attest: R. L. [initials]
Title: _____




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Filed: 08/01/2008 at 04:44:24 PM
Fee Amt: \$12.00 Page 1 of 2
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **4718** PG **227-228**

*Chg. O'neal, Long
& Hall*

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND EASEMENTS
FOR THE SUBDIVISION KNOWN AS
AN ADDITION TO
THE FARM AT RIVERBEND PLANTATION
SECTION NO. 2**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made and published this 31st day of July 2008, by **RIVERBEND PLANTATION DEVELOPMENT, INC.**, a corporation organized and existing in accordance with the laws of the State of Georgia, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Land Lot 104 of the 11th Land District, Houston County, Georgia, which has been subdivided into individual lots, tracts or parcels which, together with the streets and other improvements have been designated as an Addition to The Farm at Riverbend Plantation, Section No. 2, (the "Subdivision"), and are delineated on those certain maps or plats or survey of said subdivision prepared by Story, Clarke & Associates, dated June 9, 2008, recorded in Plat Book 70, Page 175, Clerk's Office, Houston Superior Court; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any lot in the subdivision that covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land; and

WHEREAS, certain covenants, conditions, restrictions and easements have heretofore been published and declared with respect to The Farm at Riverbend Plantation, said covenants, conditions, restrictions and easements being dated June 28, 2006, of record in Deed Book 3916, Page 148, et. seq.; and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants in certain particulars and to extend the applicability of said Covenants to include, in addition to the property described therein, the Subdivision developed for single-family residential purposes to

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be known and designated as THE FARM AT RIVERBEND PLANTATION, SECTION NO. 2.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and its successors in title, and to each and every subsequent owner of any of the lots, tracts, or parcels hereinafter described, Declarant does hereby modify and amend the said Covenants, dated June 28, 2006 of record in Deed Book 3916, Page 148, et. seq., Clerk's Office, Houston Superior Court, in the following particulars, to-wit:

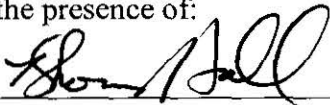
1. Additional Property Subject to Covenants. The following described lots, tracts or parcels of land shall be, and the same hereby are made, subject to the terms, provisions and conditions set forth in said Covenants and said Covenants are hereby modified and amended so as to include the following described lots, tracts or parcels of land, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lot 104 of the 11th Land District, Houston County, Georgia, being known and designated as Lots 6 & 7, Block I and Lots 34-36 Block "E", of a subdivision known as an Addition to The Farm at Riverbend Plantation, Section 2, according to a plat of survey of said subdivision prepared by Story, Clarke & Associates, dated June 9, 2008 and revised July 8, 2008, a copy of which is of record in Plat Book 70, Page 175, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

2. Binding Effect; Effective Date. Said Covenants shall become effective immediately and shall run with the land, and shall be binding upon all persons claiming under the through Declarant under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above described subdivision, said Covenants shall remain in full force and effect unless and until same are extended or terminated in accordance with the provisions thereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this instrument, or have caused same to be executed by their duly authorized corporate officers, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Witness

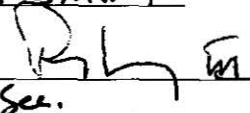



Notary Public



RIVERBEND PLANTATION DEVELOPMENT,
INC.

By: 
Title: President

Attest: 
Title: Sec.


Doc ID: 011286290002 Type: GLR
Filed: 03/17/2010 at 10:29:16 AM
Fee Amt: \$18.00 Page 1 of 2
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **5174** PG **18-19**

AMENDMENT TO PROTECTIVE COVENANTS

OF

THE FARM AT RIVERBEND, SECTION 1 and SECTION 2

*Chg. O'Neal, Long
Hail + Gurd*

THIS AMENDMENT to protective covenants, made and entered this 15th day of March 2010, by RIVERBEND PLANTATION DEVELOPMENT, INC., a corporation organized and existing in accordance with the laws of the State of Georgia, hereinafter referred to as "Declarant,

WITNESSETH

WHEREAS, RIVERBEND PLANTATION DEVELOPMENT, INC., has previously declared and published certain protective covenants applicable to The Farm at Riverbend, Section 1, said protective covenants being dated July 29, 2005 and recorded in Deed Book 3504, Pages 64-73, Clerk's Office, Houston Superior Court; and

WHEREAS, RIVERBEND PLANTATION DEVELOPMENT, INC., has previously declared and published certain protective covenants applicable to The Farm at Riverbend, Section 2, said protective covenants being dated June 28, 2006 and recorded in Deed Book 3916, Pages 148-158, Clerk's Office, Houston Superior Court; and amended July 31, 2008 in Deed Book 4718, Pages 227-228, Clerk's Office, Houston Superior Court;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every subsequent owner of the aforementioned lots in said subdivision, the undersigned does hereby amend the aforesaid protective covenants to include the following:

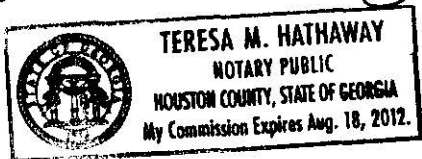
As a benefit to each of the owners of lots in said subdivision, public street lighting shall be furnished in said subdivision and the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corp., d/b/a Flint Energies, its successors or assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

THEREFORE, the aforesaid protective covenants shall be amended, as contained herein, and the remainder of said protective covenants shall remain in full force and effect.

Signed, sealed and delivered
in the presence of:

Sophi M. Lee
Witness

Teresa M. Hathaway
Notary Public



**RIVERBEND PLANTATION
DEVELOPMENT, INC**

By: M. Byrd
Title: President

Attest: R. L. [initials]
Title: Vice President