

DECLARATION

This 1st day of February, 1986, LAMAR PARIS, being the owner of property known as Riverbend II Subdivision as per plat of survey made by M. E. Richards, Union County, Georgia Surveyor dated March 15, 1985 and recorded in the Office of the Clerk of the Superior Court of Union County, Georgia in Plat Book P, Page 110, by these presents hereby makes, declares and imposes upon referenced parts of described property the following conditions, restrictions and limitations which shall be and hereby constitute covenants running with the land and shall be binding upon it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion hereof:

NOW, THEREFORE, owner hereby declares that Lots A through W of Riverbend II Subdivision, located in Land Lot 20, District 10, Section One of Union County, Georgia, as shown on said plat of survey are hereby subject to this Declaration and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration and to the covenants, restrictions, easements, agreements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property hereinafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the following terms and conditions.

1. Land Use: Lots or tracts shall be used for single family residential purposes only.
2. Subdivision: No lot shall be re-subdivided.
3. Temporary Structure: No structure of a temporary character shall be placed upon any portion of the property at any time provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
4. Dwelling Type: No mobile home, outbuildings, trailers, motor homes, modular homes or any other structure other than that designed for such, shall be used on any tract for a residence, except during construction.
5. Nuisance: No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any owner, tenant, or guest of said property.
6. Dumps: No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.
7. Easements: All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity and telephone to adjacent lots, provided all grounds are returned to their original condition. Said easements shall exist along street and road right of ways.
8. Signs: No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 48 inches by 48 inches advertising property for sale or a temporary builders sign. All said signs shall be professionally lettered and neatly installed.
9. Animals: No animals, other than common housepets, shall be allowed on property. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pets shall not cause a nuisance, hazard or otherwise to any other lot owners. No stable, poultry house or yard, rabbit hutch or other similar yard or structure shall be constructed or allowed to remain on any lot.
10. Trash: No trash, garbage, construction debris or other unsightly or offensive material shall be placed upon any portion of the property, except as temporary and incidental to the bona fide improvements of said property.

11. Sewage: Prior to the occupancy of any portion of the property for residence, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or connection to a certified sewage treatment facility, and no sewage shall be emptied or discharged into any stream. All sewage systems must be approved by the county health department.

12. Exterior Finish: The exterior of all houses and other structures, site work and landscaping must be completed within one (1) year after construction of same shall have commenced. Houses may not be temporarily or permanently occupied until the exterior thereof has been completed. The exterior finish on the siding shall be a material and color that blends with the surroundings and is not an offensive or obtrusive color or material. Septic system must be fully installed and all exterior landscaping completed. All exterior block shall be painted or covered and all wood shall be stained or painted. When said exterior finish of paint or stain fades and/or cracks and peels, said finish shall be redone and maintained in a good condition. No plywood siding of any kind shall be allowed as an exterior finish. Only natural wood boards or brick, aluminum soffett or facer shall be allowed, but no aluminum or vinyl siding. Said home shall be completed on the interior within two years after exterior is finished.

12A. Any clothes lines shall be erected so as not to be visible from the street.

13. Dwelling Size: All dwellings will be a minimum of 1200 square feet of heated living area, not including basement, carport, etc. When more than one (1) story above ground is involved, the main floor shall be a minimum of 1000 square feet.

14. Tree Removal. No more than sixty (60%) percent of existing trees shall be removed from property. Thirty (30) feet either side of existing roads shall not be cleared entirely of all trees, but may be thinned as necessary for view. Trees may not be removed entirely from any area of property with the exception of fifty (50) feet along proposed driveway routes from main roads to residence house sites and parking areas. All tree removal must be done with removal of all limbs and other debris associated with said removal. Once tree removal has been completed, the area must be maintained free of weeds and wild grass and kept in a neat manner.

15. Underground Easements: All utilities of power, water and telephone, cable tv shall be underground and easements are hereby granted along all road rights-of-way.

16. Future Easement: Additional easements along roads shall be granted as necessary for future road maintenance, paving, etc. Said easement shall not extend more than thirty (30) feet either side of centerline of roads.

17. Other Uses: No house or other structure shall be used for office or business purposes except that a private office may be maintained and used so long as such use is incidental to the primary residential use of such house.

18. Maintenance of Lots: The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

19. Vehicle Noise: No motorcycles or other externally mounted engineed vehicle shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

20. River Lots: Owners whose property fronts the Nottely River shall not divert or damn up said river so as to cause any disturbance of said river that would affect the enjoyment of the river upstream or downstream.

21. River Easement: It is understood that all riverfront lots go to the center of the river, however, the river itself is an easement for canoeing, rafting, fishing or other normal activities associated with said river. Restriction of these activities so long as they do not become a nuisance to property owners shall not be permitted.

22. Flood Plain: Said Nottely River has risen above its banks in the past due to periods of heavy rain. There has only been one major flood in our area when all water levels reached their highest recorded levels in history. This was in 1967. A contour line shall

be established on each river lot prior to construction indicating the approximate level of the highest water level recorded and construction below this level is not recommended. The below signed developer shall not be responsible for damage caused by high water levels now or in the future. Said responsibility shall rest with the owner.

23. Future Road Maintenance: The developer shall maintain all roads to said property for three years from the date of this agreement. At that time, it will become the responsibility of the owners to maintain roadways along their individual lots. Should a majority of the recorded owners decide to do so, their respective roads may be dedicated to the county for county maintenance at which time they would be public roads. The county will accept roads built to their specifications and would require a 60 foot right of way.

24. Road Maintenance During Construction: It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions. This would not include weakness of road due to developers inadequate construction.

24A. The main circle road in Riverbend II shall be paved a minimum of 14 feet wide and shall be completed by developer no later than October 1, 1987. This period of time is to allow the main road base to settle and allow for a better and more permanent paving surface. Developer shall maintain all roads for two years after surface treatment paving at which times maintenance reverts to owners on pro rata basis according to lot ownership.

25. Public Use Areas: One (1) area of access is provided all Riverbend II property owners to allow for access to the Nottely River. This area is marked on the aforementioned plat and is not intended to be a roadway, but walkways to provide access to the river area. This area is to be maintained by users of said lane. Exception shall be that owner/developer shall have the right to use said land for vehicle travel and land maintenance.

25A. Sattelite Dish: Satellite dish constructed on any lot shall be hidden as well as possible and shall be of wire mesh construction either dark brown or black in color.

26. Terms: These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then recorded owners of the land agreeing to change said covenants in whole or in part is executed and recorded. These covenants may be changed any time if all the then owners agree.

27. Construction Site: No building or structure shall be constructed any nearer than ten (10) feet of property line.

28. Enforcement: Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of developer, or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

29. Severability: Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Filed and Recorded April 7th, 1986 at 11:00 A. M.

Allen Conley
c/s.c.

IN WITNESS WHEREOF, said owner has hereunto set his hand and seal
the date first above written.

Signed, sealed and delivered
in the presence of:

Allen Conley
Witness

Tramar Paris (SEAL)
Tramar Paris, Owner/Developer

Judy L. Hunter
Notary Public

N.P. Execution: 4-7-86

SEAL AFFIXED

My Commission Expires June 14, 1988

AMENDED DECLARATION

This 15th day of January, 1991, Lamar Paris, being Owner and Developer of the property known as RIVERBEND II SUBDIVISION as per plat dated March 15, 1985, and recorded in the Office of the Clerk of the Superior Court of Union County, Georgia in Plat Book F, Page 110, and Jeffery J. Hansen, Dorothy P. Hansen, Birdie Mae White, Edgar Behan, Rosalyn Behan, Jerry Henderson, Karen Henderson, Ronald Gross, Juna Gross, John B. Cole III, Elizabeth P. Cole, Harold Gibson, Odena Gibson, G. Kenneth West, Elizabeth West, Robert Wayne Emery, and Anita F. Emery, Owners of lots in Riverbend II Subdivision by these presents do hereby make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations which shall be binding upon it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof:

NOW THEREFORE, Owner and above-named Purchasers hereby declare that Lots A through W of Riverbend II Subdivision, located in Land Lot 20, District 10, Section 1 of Union County, Georgia, as shown on said plat of survey are hereby subject to this Amended Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise incumbered restrictions, easements, agreements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Amended Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent to the terms and conditions hereof and shall be deemed to have assented to the following terms and conditions.

1. Land Use: Lots or tracts shall be used for single family residential purposes only.
2. Subdivision: No lot shall be resubdivided.
3. Temporary Structure: No structure of a temporary character shall be placed upon any portion of the property at any time provided however that this prohibition shall not apply to shelters, used by contractors during the construction of any dwelling.
4. Dwelling Type: No mobile home, outbuildings, trailers, motor homes, modular homes, or any other structure other than that designed for such shall be used on any tract for a residence, except during construction.
5. Nuisance: No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any owner, tenant, or guest of said property.
6. Dumps: No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.
7. Easement: All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity and telephone to adjacent lots, provided all grounds are returned to their original condition. Said easements shall exist along street and road right-of-ways.
8. Signs: No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 48 inches by 48 inches advertising property for

- sale or a temporary builders sign. All said signs shall be professionally lettered and neatly installed.
9. **Animals:** No animals, other than common house pets, shall be allowed on property. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pets shall not cause a nuisance, hazard or otherwise to any other lot owners. No stable, poultry house or yard, rabbit hutch or other similar yard or structure shall be constructed or allowed to remain on any lot.
10. **Trash:** No trash, garbage, construction debris or other unsightly or offensive material shall be placed upon any portion of the property, except as temporary and incidental to the bona fide improvements of said property.
11. **Sewage:** Prior to the occupancy of any portion of the property for residence, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or connection to a certified sewage treatment facility and no sewage shall be emptied or discharged into any stream. All sewage systems must be approved by the county health department.
12. **Exterior Finish:** The exterior of all houses and other structures, site work and landscaping must be completed within one (1) year after construction of same shall have commenced. Houses may not be temporarily or permanently occupied until the exterior thereof has been completed. The exterior finish on the siding shall be a material and color that blends with the surroundings and is not an offensive or obtrusive color or material. Septic system must be fully installed and all exterior landscaping completed. All exterior block shall be painted or covered and all wood shall be stained or painted. When said exterior finish of paint or stain fades and/or cracks and peels, said finish shall be redone and maintained in a good condition. No plywood siding of any kind shall be allowed as an exterior finish, only natural wood boards or brick or similar style. Aluminum soffett or facer shall be allowed but no aluminum siding. Said home shall be completed on the interior within one (1) year after exterior is finished.
- 12a. Any clothes lines shall be erected so as not to be visible from the street.
- 12b. **Outbuildings:** Any outbuilding constructed shall be of similar construction to the main dwelling with a shingle or better grade roof. Said building shall conform in color to that of the dwelling and the surroundings. No outbuilding shall be of metal construction.
13. **Dwelling Size:** All dwellings will be a minimum of 1400 square feet of heated living area, not including basement, carport, etc. When more than one (1) story above ground is involved the main floor shall be a minimum of 1000 square feet.
14. **Tree Removal:** No more than sixty percent (60%) of existing trees shall be removed from property. Thirty (30) feet on either side of existing roads shall not be cleared entirely of all trees but may be thinned as necessary for view. Trees may not be removed entirely from any area of property with the exception of fifty (50) feet along proposed driveway routes from main roads to residence house sites and parking areas. All tree removal must be done with removal of all limbs and other debris associated with said removal. Once tree removal has been completed the area must be maintained free of weeds and wild grass and kept in a neat manner.
15. **Underground Easements:** All utilities of power, water, telephone and cable tv shall be underground and easements are hereby granted along all road right-of-ways.
16. **Future Easement:** Additional easements along roads shall be granted as necessary for future road maintenance, paving etc. Said easement shall not extend more than thirty (30) feet on either side of centerline of roads.
17. **Other Uses:** No house or other structure shall be used

for office or business purposes except that a private office may be maintained and used as long as such use is incidental to the primary residential use of such house.

18. **Maintenance of Lots:** The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

19. **Vehicle Noise:** No motorcycles or other externally mounted engined vehicle shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

20. **River Lots:** Owners whose property fronts the Nottely River shall not divert or dam up said river so as to cause any disturbance of said river that would affect the enjoyment of the river upstream or downstream.

21. **River Easement:** It is understood that all riverfront lots go to the center of the river; however, the river itself is an easement for canoeing, rafting, fishing or other normal activities associated with said river. Restriction of these activities as long as they do not become a nuisance to property owners shall not be permitted.

22. **Flood Plains:** Said Nottely River has risen above its banks in the past due to periods of heavy rain. There has only been one major flood in our area when all water levels reached their highest recorded levels in history. This was in 1967. A contour line shall be established on each river lot prior to construction indicating the approximate level of the highest water level recorded and construction below this level is not recommended. The below signed Developer shall not be responsible for damage caused by high water levels now or in the future. Said responsibility shall rest with the owner.

23. **Future Road Maintenance:** The developer shall maintain all roads to said property until January 31, 1989. At that time it will become the responsibility of the owners to maintain roadways along their individual lots. Should a majority of the recorded owners decide to do so, their respective roads may be dedicated to the county for county maintenance at which time they would be public roads. The county will accept roads built to their specifications and would require a 60-foot right-of-way.

24. **Road Maintenance during Construction:** It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions. This would not include weakness of road due to developers inadequate construction.

24A. The main circle road in Riverbend II shall be paved a minimum of 14 feet wide and shall be completed by Developer no later than October 1, 1987. This period of time is to allow the main road base to settle and allow for a better and more permanent paving surface. Developer shall maintain all roads for two years after surface treatment paving at which times maintenance reverts to owners on a prorata basis according to lot ownership.

25. **Public Use Areas:** One (1) area of access is provided all Riverbend II property owners to allow for access to the Nottely River. This area is marked on the aforementioned plat and is not intended to be a roadway, but walkway to provide access to the river area. This area is to be maintained by users of said lane. Exception shall be that owner/developer shall have the right to use said land for vehicle travel and land maintenance.

25A. **Satellite Dish:** Satellite dish constructed on any lot shall be hidden as well as possible and shall be of wire mesh construction either dark brown or black in color.

26. **Terms:** These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons

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claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then recorded owners of the land agreeing to change said covenants in whole or in part is executed and recorded. These covenants may be changed any time if all the then owners agree.

[Handwritten initials]

27. Construction Site: No building or structure shall be constructed any nearer than ten (10) feet of the property line or thirty (30) feet from edge of roadway.

28. Enforcement: Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability or to recover damages or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of Developer or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

29. Severability: Whenever possible, each provision of this Amended Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Amended Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amended Declaration are declared to be severable.

IN WITNESS WHEREOF, said Owner and Developer and Lot Owners have hereunto set their hands and seals the date first above written.

Jeffery J. Hansen (Seal)
Jeffery J. Hansen

Dorothy P. Hansen (Seal)
Dorothy P. Hansen
Lamar Paris (Seal)
LAMAR PARIS, Owner/Developer

Birdie Mae White (Seal)
BIRDIE MAE WHITE

Edgar Behan (Seal)
EDGAR BEHAN

Rosalyn Behan (Seal)
ROSALYN BEHAN

Karen M. Henderson (Seal)
KAREN HENDERSON

Jerry Henderson (Seal)
JERRY HENDERSON

Karen M. Henderson (Seal)
KAREN HENDERSON

Ronald Gross (Seal)
RONALD GROSS

June Gross (Seal)
JUNE GROSS

John E. Cole, III (Seal)
JOHN E. COLE, III

Elizabeth P. Cole (Seal)
ELIZABETH P. COLE

Harold Gibson (Seal)
HAROLD GIBSON

Odessa Gibson (Seal)
ODESSA GIBSON

G. Kenneth West (Seal)
G. KENNETH WEST

Robert Wayne Emery (Seal)
Robert Wayne Emery

Elizabeth E. West (Seal)
ELIZABETH E. WEST

Anita P. Emery (Seal)
Anita P. Emery

Signed and sealed before me this 15th day of January, 1991

UNION COUNTY, GEORGIA
Filed May 12th, 1993
at 10:45 A. M.

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