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

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

WITNESSETH:

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

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

**ARTICLE III
COMMON PROPERTIES**

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

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

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

**ARTICLE IV
ARCHITECTURAL STANDARDS**

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

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

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

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

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

ARTICLE V USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI SUBDIVISION GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII OTHER PROPERTY

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

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**ARTICLE VIII
GENERAL PROVISIONS**

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

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

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

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

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

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

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

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of the Declaration are declared to be severable.

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

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

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**ARTICLE IX
ASSESSMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X ASSOCIATION MEMBERSHIP

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

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

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

Signed, sealed and delivered in the presence of:

RIVER'S EDGE SUBDIVISION
HOMEOWNERS ASSOCIATION,
INC.

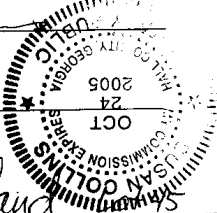
[Signature]
Unofficial Witness

By: Michael H. Collins

[Signature]
Notary Public

Attest: Raymond E. Lassiat

My commission expires:



Susan M Land
Susan Land

Allen J Eades Lot 86
Allen Eades

Michael H. Collins Lot 50
Michael Collins

Elaine A. Ingram Lot 22
Elaine Ingram

Regina Disharoon Lot 51
Regina Disharoon

Harley Ingram Lot 22
Harley Ingram

Todd Britt Lot 41
Todd Britt

Cathy Jones Lot 75
Cathy Jones

Ray Lassiat Lot 57
Ray Lassiat

William R. Taylor
William R. Taylor

Cathy Lampert Lot 58
Cathy Lampert

Kenneth W. Lampert Lot 58
Kenneth Lampert

Robert Westbrooks
Robert Westbrooks

David Bishop Lot #13
David Bishop

EXHIBIT "A"

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

015519

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

000620

✓ After Recording Return To:
Lueder, Larkin & Hunter, LLC
2059 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: John T. Lueder

Cross Reference:
Deed Book 4228, Page 75

STATE OF GEORGIA

COUNTY OF HALL

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

1.

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

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

2.

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

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

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3.

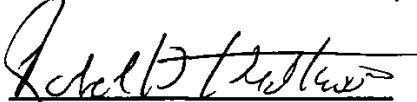
Article IX is amended by adding thereto the following as Section 6.

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

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

Dated this 25 day of June, 2013.

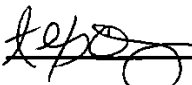
RIVER'S EDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

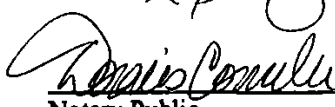


Signature of President

Print Name: Robert W. Leffler

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

Witness: 


Notary Public

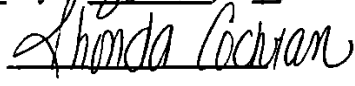


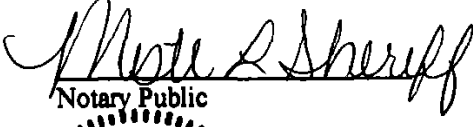


Signature of Secretary

Print Name: DONNA J. Fulcher

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

Witness: 


Notary Public

