

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RIVERS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 11th day of November, 2015, by THE RIVERS PROPERTY OWNERS ASSOCIATION II, a Georgia Limited Liability Company;

WITNESSETH:

WHEREAS, it is the intent of the POA to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the Property and improvements thereon, and to this end desire to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens, and other provisions set forth hereinafter;

NOW, THEREFORE, all of The Rivers Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, assessments, charges, liens and other provisions hereafter set forth in this Declaration of Covenants and Restrictions, all of same being binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure the benefit to each owner thereof.

ARTICLE 1 DEFINITIONS

The following terms, as used in this Declaration, shall have the following-meanings:

1-1 Architectural Review Board or A.R.B. shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 Assessment shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property for the purposes, and subject to the terms, set forth herein.

1-4 Association shall mean and refer to **THE RIVERS PROPERTY OWNERS, ASSOCIATION II, LLC.**, a Georgia not-for-profit corporation, its successors and assigns.

1.5 Board or Board of Directors shall mean and refer to the board of directors of the Association.

1.6 By-Laws shall mean and refer to the by-laws of the Association as they may exist from time to time.

1.7 Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the owners and which are conveyed to the Association by deed or which are dedicated to the Association on the recorded subdivision plats of the Property and all real and personal property which may be acquired by the Association for the benefit and private, common use and enjoyment of all owners, or any portion thereof.

1.9 County shall mean and refer to Habersham County, Georgia.

1.10 Declarant shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1. 11 Dwelling shall mean and refer to a single family dwelling.

1.12 Improvements shall mean and refer to all structures of any kind, including without limitation, any building, wall, fence, sign, paving, grading, swimming pool, hot tub, spa, patio, tennis court or screen enclosure or screening of

any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting landscaping landscape device or object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.13 Institutional Mortgages shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof; savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company, and agency of the United States Government, which holds a first priority deed to secure debt of public record on any Lot, and the holder of any deed to secure debt of public record, whether a first priority deed to secure debt or otherwise, and their successors.

1.14 Lot shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling.

1.15 Member shall mean and refer to a member of the Association.

1.16 Owner or Lot Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot excluding however, any mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.17 Property shall mean and refer to the real property legally described as within The Rivers subdivision

1.18 Street shall mean and refer to any street, high or other thoroughfare which is constructed within **THE RIVERS** and is dedicated to the Association whether same is designated as street, avenue, boulevard, drive, place, court road, terrace, way, circle, lane, walk, or other similar designation.

1.19 THE RIVERS shall mean and refer to that residential planned development located in Habersham County, Georgia as recorded in Book 54, Page 107, and Book 65, Page 63.

1.20 Traffic Regulations shall mean and refer to the speed limits and other traffic regulations which may be promulgated by the Association for use of the Streets, as further set forth in this Declaration.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

Property. The Property subject to this Declaration upon the recordation hereof in the County Public Records is the property described in Book 54, Page 107 and Book 65, Page 63.

ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION

3.1 Formation. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-Laws of the Association, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit limited liability company as contained in Georgia Statutes and in The Rivers POA II, LLC Operating Agreement.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, which acquisition shall be deemed to Occur upon filing of a deed therefore in the public records of the County, and having a signature page for the Operating Agreement on file with The Rivers POA II secretary. Membership shall continue until such time as the Member properly transfers or conveys his interest of record in accordance with the terms and conditions set forth in Article 11 of this Declaration, or until such time as the interest is transferred or conveyed by operation of law. Upon transfer or conveyance of the interest of the Member in and to the Lot, membership in the Association shall be automatically conferred upon the transferee.

Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

Members will provide a current mailing address, phone number, and e-mail address (if possessing one) to facilitate communication for fulfilling The Rivers POA II, LLC Board's duties.

3.3 Voting. The association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each Lot owned by such member as to matters on which the membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association.

Any member who owns more than one (1) Lot, shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person owns a Lot, all such persons shall be members of the Association; provided, however, in no event shall more than one (1) vote be cast with respect to each Lot. If more than one (1) person, a corporation, or other entity owns a Lot, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

If a Lot shall be owned by husband and wife as tenants in common or as joint tenants with right of survivorship, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation, the Operating Agreement, and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the manner set forth therein, provided that no amendment alteration or rescission may be made which adversely affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so effected, and provided further that no amendment alteration or rescission of the Articles of Incorporation or the By-Laws shall be made without the Association's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force and effect.

3.5 Suspension of Membership Right. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or fine, or in violation of any provision of this Declaration or of any rules and regulations promulgated by the Association while not in good standing the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6 Fundamental Issues. Notwithstanding the composition of the Board of Directors from time to time, certain issues affecting the Association (the "Fundamental Issues") shall be subject to mutual agreement by a majority of the Directors.

ARTICLE 4 COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in the Association. notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the Management, maintenance, and operation of the Common Property from and after the date of recordation of this Declaration.

4.2 Acquisition. The Association shall have the power and authority to acquire and convey such interest in real and personal property, as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interest, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be Common Property.

4.3 Rules and Regulations Governing use of Common Property. The Association through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants as now or hereafter provided, including without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action of the Association.

4.4 Traffic Regulations. The Association, through its Board of Directions, shall have the right, but not the obligation, to post motor vehicle speed limits throughout THE RIVERS, and to promulgate traffic regulations for the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violations of the Traffic Regulations, including without limitation, the removal of vehicles from the property, the assessment of fines against owners who violate the Traffic Regulations and against Owners whose family members, guests, invitees, licensees, employees or agents violate the Traffic Regulations, which fines shall be collected as an individual Assessment from Owners, and/or the suspension of an owner's rights and easements of enjoyment, as provided herein below, owners who violate the Traffic Regulations and Owners whose family members, guests, invitees, licensees, employees or agents who violate the Traffic Regulations shall be entitled to notice and opportunity for a hearing before the Board of Directors of the Association, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

4.5 Owner's Easement of Enjoyment. Subject to the provisions herein, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant and shall pass with the title to each Lot owned by the Owner.

4.6 Extent of Owner's Easement. The rights and easement of enjoyment created hereby shall be subject to the following:

4.6.1 The right of the Association to suspend the enjoyment rights and easements of any owner for any period during which an Assessment remains unpaid by the Owner and for any period during which such Owner is in violation of this Declaration, any rules and regulations promulgated by the Association or any Traffic Regulations promulgated by the Association.

4.6.2 The right of the Association to properly maintain the Common Property.

4.6.3 The right of the Association, its agents and employees, and any management entity contracted by the Association, to have access on the Common Property for purposes of maintenance of the Common Property.

4.6.4 The rules and regulations governing the use and enjoyment of the Common Property, as promulgated by the Association.

4.6.5 The Traffic Regulations governing the use and enjoyment of the Streets, as promulgated by the Association.

4.6.6 The right of the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.6.7 Restrictions contained on any plat or filed separately with respect to all or any portion of the Property.

4.6.8 All of the provisions of this Declaration, the Operating Agreement, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, all rules and regulations and Traffic Regulations adopted by the Association, as same may be amended from time to time.

4.6.9 Such easements as may be granted or reserved on any recorded plat(s) of the Property; such easements as may be granted or reserved by the Association; and such other easements as may be granted or reserved pursuant to the provisions of this Declaration.

4.6.10 In case of any emergency originating in, or threatening any Lot or Dwelling regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or the management agent under a management agreement shall have the right to enter such Lot and the Improvements located thereon for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

4.6.11 The right of fire, police, health and sanitation and other public service personnel and vehicles to have access to, and use of the Common Property for the purpose of performing their duly authorized duties.

4.6-12 The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Property and facilities in compliance with the provisions of this Declaration.

4.7 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

4.8 Streets. The Association shall be responsible for the maintenance and upkeep of all Streets located or constructed in whole or in part, within the Property, to the extent that such Streets are physically located within the Property, and all costs of maintenance and upkeep thereof shall be a Common Expense, notwithstanding, any damage to the roadway by an owner, builder, contractor, subcontractor, or utilities personnel will be repaired at the aforesaid's expense to the Board's satisfaction.

ARTICLE 5 EASEMENT

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, under, across and through the Property

5.1.1 The Association reserves the right (but shall have no obligation) to grant easements for utilities throughout the Property, including without limitation, communications, security and cable television facilities. Each appropriate utility company or agency shall have an easement for the purpose of maintaining all utility lines, connections and equipment now or hereafter located on the Common Property or on the Lots.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association, and/or other entities as shown on the recorded plats(s) of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by the Association (or such other entity as is indicated on the plat[s]) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association and of any management entity or agent contracted by the Association, in order that such employees, agents or management entity or agent may carry out their duties and have access over the Common Property.

5.1.3 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across the Streets, walks, parking areas, other rights-of-way, and such other portions of the Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the owners, their families, guests, employees and invitees, in obtaining reasonable access from the Lots to the abutting public way.

5.1.4 An easement is hereby granted over the Property to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage, which easement shall be exercised in the manner as set forth in such mortgages.

5.1.5 An easement for encroachments is hereby granted in the event that a Dwelling or any part of a Dwelling or any other Improvement now or hereafter constructed unintentionally encroaches upon another Lot or upon the Common Property due to minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement of soil. The encroaching improvement shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

5.2 Additional Easements. The Association, shall have the right to grant such additional easements or to relocate existing easements throughout the Property as the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements does not prevent or unreasonably interfere with the Owners' use or enjoyment of his Lot and the Common Property.

5.3 Restriction on Owner Easements. Except as specifically provided in Section 5.2 with regard to the Association, no owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the A.R.B.

5.4 Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there is no grantee in being having the capacity to take and hold such easement any such grant of easement deemed to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 6 ASSESSMENTS AND FINES

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments and fines as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association and the Common Property, and for the purpose of promoting the safety and welfare of the Owners without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property; legal and accounting fees; landscaping of the Common Property; management fees; security costs; emergency services; repairs and replacements for such property required to be maintained by the Association, pursuant to the terms of this Declaration; charges for utilities used upon the common property; cleaning services for such property required to be maintained by the Association, pursuant to the terms of this Declaration; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of Assessment. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet the estimate. All Lots shall be assessed at a uniform rate, to be determined by the Board of Directors, so that all Lots subject to a General Assessment shall be assessed equally. The annual budget will be subject to approval by at least a sixty-six percent (66%) majority vote of eligible voting property owners. Should the Association at any time determine that any Assessments made are insufficient to pay the common Expenses, the board of Director shall have the authority to levy and collect additional General Assessments to meet such needs, subject to the approval by at least a sixty-six percent (66%) majority vote of eligible voting property owners General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from each Member for payment of the following: the acquisition of the property by the Association; the cost of the construction of capital Improvements to the Common Property, the costs of construction for reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and officer of the Association. Special Assessments shall be levied on an equitable basis, as determined by the Board of Directors in its sole and absolute discretion and shall be collected in such manner as the Board of Directors shall determine, in its sole and absolute discretion.

6.5 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole and absolute determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include but are not limited to, hurricanes, floods, freeze damage and fires. Emergency Special Assessments shall be levied on an equitable basis as determined by the Board of Directors in its sole and absolute discretion and shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

6.6 Individual Assessments. The Association, at the discretion of the Board, shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements

within or without the Lot, which the owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have the right of entry onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association in the amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Fines. The Association, at the discretion of the Board, may levy reasonable fines against Owners for violations by Owners, or by owners, family members, lessees, guests, licensees, invitees, employees or agents, of the provisions contained in this Declaration, the Articles of Incorporation, the By-Laws, the rules and regulations and Traffic Regulations promulgated by the Association from time to time.

The Association may levy fines according to a schedule of fines to be adopted by the Board of Directors. Owners who violate any of the foregoing documents or rules shall be entitled to notice and a hearing before the Board of Directors of the Association prior to the imposition of any fine. Fines are individual Assessments and shall be collectible as such and upon any delinquency in the payment of any fine the Association shall have all rights as set forth in Article 6 of this Declaration, including without limitation, lien rights against the Owner.

6.8 Effect of Non-Payment of Assessments or Fines. All notices of Assessments or fines from the Association to the Owner shall designate when the Assessment or fine is due and payable. If an Assessment or fine is not paid on the date when due, it shall then become delinquent and shall bear interest at the current WSJ Prime Interest Rate (to be updated quarterly) from the date when due until paid. The assessment or fine, together with interest thereon and the costs of collection thereof, including attorneys' fees, may be filed as a continuing lien against the Lot against which the Assessment or fine is made and shall also be the continuing personal obligation of the Owner thereof. The Association may also record a claim of lien in the public records of the County, setting forth the amount of the unpaid Assessment or fine and the WSJ Prime Interest Rate due thereon.

If any Assessment or fine, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment or fine immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien assessed against the Lot in which the manner in which a mechanic's or materialman's lien against real property are foreclosed or in the manner in which mortgages on real property are judicially foreclosed or a suit on the personal obligation of the Owner.

There shall be added to the amount of the Assessment or fine trip costs of such action, including attorneys, fees incurred by the Association. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments or fines and shall be held liable and responsible for the payment of any delinquent Assessments or fines on the Lot.

6.9 Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable thereto, which shall be open to inspection by all the Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments or fines made by the Association, the lien of such Assessments or fines shall be superior to all liens, but shall be subordinate and inferior to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a foreclosure sale, or in any other proceeding or conveyance in lieu of foreclosure of the deed to secure debt. No sale or other transfer shall relieve any Lot from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessment or fine. The written opinion of the Association that the lien for an Assessment or fine is subordinate to a lien for a deed to secure debt shall be dispositive of any question of subordination.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments:

6.11.1 All Common Property and property dedicated to or owned by, the Association

6.11.2 Any portion of the Property dedicated to the County

ARTICLE 7 MAINTENANCE OF PROPERTY

7.1 Lot Owner Responsibility. The Owner of each Lot shall be responsible for maintenance of Lot, exterior areas of his Dwelling, and all other Improvements located on his Lot including, without Limitation, any landscaping patio, terrace, garden or similar area adjacent to such Dwelling. The expense of any maintenance, repair or construction of the Common Property necessitated by the negligent or willful acts of an owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Lot shall be subject to an individual Assessment for such expense.

7.1.1 The Association may require each owner to enter into a landscape maintenance agreement with a company approved by the Association for the purpose of maintaining lawns and landscaping on the Lot.

7.2 Association Responsibility. The Association shall, either by virtue of appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance of all of the common Property dedicated to it on the plat by any portion of Property, or as otherwise established by other legal documentation affecting the Property.

7.2.1 The Association shall be responsible for the maintenance of a Lot and/or the Improvements located thereon, when it is determined by the Association in its sole and absolute discretion, that the Owner thereof has failed or refused to perform said maintenance, the expense of which will be borne by the owner of said Lot pursuant to Section 6.6 of this Declaration.

ARTICLE 8 USE RESTRICTIONS

The following use restrictions shall apply to Lots located within the Initial Property:

8.1 Restrictions on Use of Lots and Common Property.

8.1.1 Residential Use. The use of all Lots shall be limited to single family, private, residential Dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

8.1.2 Commercial Activities. No drilling mining manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Lot or any part thereof.

8.1.3 Pets. Lot Owners may keep as pets, dogs and cats; provided that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be under the control of a responsible person at all times when the pet is outside of a Dwelling. The pet owner shall be responsible at all times for cleaning up after the pet. The Board of Directors shall have the right to order the removal of any pet which is considered a nuisance in the Board's sole and absolute discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed by Owner from the Property.

8.1.4 Boats. Except as needed for authorized maintenance and control of lakes and waterways by the Association, no motorized boat or water craft shall be kept or used upon any lake or waterway within the Property without the prior written approval of the A.R.B.

8.1.5 Vehicle Parking

8.1.5.1 Recreational and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, mobile homes or other habitable motor vehicles greater than 24 feet in length, except four-wheel passenger vehicles, may be placed, parked or stored upon any portion of a Lot except either within a building or in a location that is removed from public view or view from other lots, and then only in accordance with Section 8.1.5.2 hereof, nor shall any maintenance or repair beyond one week be performed upon any boat or motor vehicle upon any at except within a building or in a location that is removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a Dwelling or on the Streets during regular business hours, as needed for providing services or deliveries to the Lot. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control.

8.1.5.2 Passenger Automobiles. Automobiles of owners may be parked, placed or stored only in the garage or driveway of the Owner's Dwelling. Guests and invitees of owner, may park their automobiles, on a temporary basis, in the garage or driveway of the owner's Dwelling or on the edge of the Streets. No vehicle of any

kind shall be placed, parked, or stored on the lawn of any Lots, or on any portion of the Common Property other than the Streets.

8.1.5.3 Enforcement of Violations. The Association, at the discretion of the Board, shall have the right to levy reasonable fines against owners for parking violations by the owners or their family members, guests, invitees, licensees, employees or agents and such fines shall be treated as Individual Assessments shall have all rights as set forth in Article 6 of this Declaration, including without limitation, lien rights against the Lot. In addition the Association will have the right to have any vehicle which is in violation of a parking regulation towed at the Owner's expense.

8.1.6 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Owners and their contractors and employees during construction of a Dwelling on the Owner's Lot.

8.1.7 Insurance. No owner shall permit or suffer anything to be done or kept within his/her Lot, or make any use of the common property which will increase the rate of insurance on any portion of the Property.

8.1.8 Nuisances. No use or practice which is either an annoyance to owners or an interference with the peaceful Possession and proper use of the Property by the Owners shall be allowed. No owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property, including but not limited to knowingly or willfully making or creating any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet or comfort of the Owners, or allowing any such noise or disturbance to be made on his/her Lot. Violations of this sub-section may subject the offending party to a fine at the discretion of the Board.

8.1.9 Hunting and Firearms. Hunting on the Property is expressly prohibited. No firearms (handguns, rifles, shotguns or other firearms) shall be discharged anywhere on the Property except in an emergency where necessary for the protection of persons or property. The use of pellet or air guns, slingshots, bows or cross bows, or other projectile weapons must be confined to the owner's property, which includes the projectile itself.

The Rivers POA II shall have the sole power to adopt plans duly recommended by the Wildlife Division of the Georgia Department of Natural Resources, its successor, or by a wildlife expert hired by the POA, to manage and/or care for wildlife in the subdivision. If such a plan includes the harvesting of wildlife, such harvesting shall be administered by the POA under the direction of the Wildlife Division of the Georgia Department of Natural Resources, its successor, or by a wildlife expert hired by the POA. Except as needed in conjunction with and under the guidelines of this paragraph, hunting is expressly prohibited.

8.1.10 Outside Displays. No owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling, nor shall he place any furniture or equipment including, but not limited to, any swing sets, basketball hoops or lawn ornaments outside his Dwelling without the proper written consent of the A.R.B., except that the consent of the A.R.B. shall not be required with respect to the use of lawn furniture or portable barbecue grills in the back yard of a Lot. Furniture or equipment including, but not limited to, lawn furniture and portable barbecue grills, placed outside a Dwelling shall be removed after use so as not to interfere with the maintenance obligations of the Association.

8.1.11 Antennae. No radio, television or other electronic antennae, aerial or satellite receiving dish except for satellite receiving dishes eighteen (18) inches or smaller that are permanently affixed to the dwelling or other reception or transmission device may be erected or maintained anywhere on the Common Property or the exterior of any Dwelling unless having obtained written permission from the A.R.B.

8.1.12 Subdivision of Lot. No original Lot shall be re-subdivided by an Owner to form a lot smaller than a platted Lot; provided, however, two or more entire Lots may be combined to form a larger lot, or lots with the prior written approval of the A.R.B.; such larger lot(s) shall then be defined as the "Lot" for purpose of this Declaration. Notwithstanding the foregoing prohibition, the A.R.B. shall have the right to approve minor adjustments in the Lots lines. If an owner of a combined Lot chooses to re-divide that Lot into smaller lots, the owner may do so as long as satisfying the Habersham County Planning Department's requirements, and paying the POA annual dues for all years (and any assessments) that would have been levied on any such properties had they not ever been combined.

8.1.13 Access to Lots. Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning clearing, mowing or in the event of an emergency, or any other required or permitted activity, such entrance shall not be deemed a trespass.

8.1.14 Signs. No signs, advertisements or notices of any kind other than conventional sized "For Sale," "For Rent" or political candidate signs (e.g. no larger than 3' X 4' unless out of view of the road, and not drawing complaints from neighboring properties) shall be displayed to the public view on any Lot without the prior written approval of the A.R.B. No signs, advertisements or notices of any kind shall be displayed on the Common Property without written approval of the A.R.B.

8.1.15 Easements. No Dwelling or other Improvement or any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

8.1.16 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain his Lot as aforesaid for a period of five (5) days, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse or unsightly debris (including but not limited to vegetative debris) and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of THE RIVERS PROPERTY OWNERS ASSOCIATION II, LLC; provided, however, that at least ten (10) days prior notice shall be given by the Association.

In the event the Association after such notice, causes the subject work to be done, then, and in that event, the cost of such work, together with interest thereon at the WSJ Prime Interest rate (to be updated quarterly), may be charged to the Owner as an Individual Assessment and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Declaration. Habitual offenders may be subject to fines as determined at the discretion of the Board.

8.1.17 Burning. No open fires shall be allowed in the subdivision unless such fires comply with all county regulations, which include a burn permit for certain types of fires (this information is currently located online at: <http://www.habershamga.com/burnpermit.cfm>). It is the owner's responsibility to be knowledgeable about the county's regulations. Such fires are for disposing of leaves, grass cuttings, tree limbs, brush, logs, stumps, and other vegetative material, but not for trash or other man-made materials, and are limited to seven (7) times per calendar year. When accumulating organic material for such burn piles, as much as possible, they are to be kept out of view from the street, neighboring properties, and common properties. This excludes attended recreational fires in a designated fire pit/ring, or a barbecue unit.

8.1.18 Refuse Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers which shall be placed in a walled-in area, so they are not visible from the Street, from adjoining Lots, or from the common Property.

8.1.19 Independent Septic Systems. Each owner shall be required to construct and maintain a septic tank to service the Dwelling on his/her Lot. Each Lot must have a septic tank installed whose size, dimensions, specifications and location are shown on plans and specifications submitted to the A.R.B. and approved by the A.R.B. Only those septic tanks which receive prior written approval from the A.R.B. will be permitted in THE RIVERS.

8.1.20 Streets. No title to any land in any Street is intended to be conveyed or shall be conveyed to the grantee of a Lot under a deed, or to the purchaser of a Lot under any contract, unless expressly so provided in such deed or contract of purchase from the former Developer.

8.1.21 Laundry. No portion of a Lot shall be used for the drying of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from the Street, or from adjoining Lots.

8.1.22 Air Conditioning. All air conditioner compressors shall be screened from view from the Street, and from adjacent Lots, and shall be insulated by a fence, wall, or shrubbery so as to minimize the transmittal of noise.

8.1.23 Underground Utilities. All electrical conduits and hook-ups to individual Lots shall be kept underground. No above ground wires of any kind shall be permitted.

8.1.24 Mail Boxes and Newspaper Boxes. No mail boxes or newspaper boxes may be installed or maintained on Common Property (including the right-of-way) without the prior written approval of the A.R.B.

8.1.25 Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the A.R.B.

8.1.26 Storage Areas. All exterior storage areas and service areas shall be screened from view from the Street, and from adjacent Lots by an enclosure, fence, wall, or landscaping.

8.1.27 Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, skateboards, or other similar vehicles or toys shall be stored only within the Dwellings. In the event such vehicles are left on the Common Property, they may be impounded by the Association, and at the discretion of the Board, may be released to the Owner only upon payment of an administrative fee established by the Association. Such administrative fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article 6 of this Declaration.

8.1.28 Additions, Improvements and Painting. No owner shall have the right to construct any Improvements of any type or nature whatsoever on his Lot, including without limitation, any fences, hedges, pools, patios, spas, hot tubs or landscaping without the prior written consent of the A.R.B.

8.1.29 Solar Heating. The location and size of all solar heating apparatus and equipment must be approved by the A.R.B. No solar panels, vents or any other roof-mounted mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Dwelling without prior written consent of the A.R.B.; further, all such equipment shall be painted consistent with the color scheme of the roof of the Dwelling as constructed.

8.1.30 Outside Lighting. The location, size, color and design of all lighting fixtures or similar equipment used outside of a Dwelling must be approved by the A.R.B.

8.1.31 Installation or Use of Machinery. No machinery or equipment other than the original installations may be installed or used unless the advance written consent of the A.R.B. obtained in each and every instance.

8.1.32 Swimming Pools. The location, size and design of all swimming pools, including without limitation, plunge pools, must be approved, in advance, by the A.R.B. Any lighting of a pool shall be designed so as to buffer the surrounding Lots and Common Property from such lighting.

8.1.33 Erosion. All improvements, construction, and landscaping shall occur in such a manner and under such circumstances as to minimize any erosion situation, or the run-off or drainage of water, and, all plans and specifications for such improvements, construction or landscaping submitted to the A.R.B. for approval shall contain plans and specifications for the implementation of this paragraph and the A.R.B. shall have the power and the authority to condition its approval of any plan or specification submitted to the A.R.B. upon the Owner's use of means of preventing and controlling erosion, siltation, or the run-off or drainage of water. Such means may include physical devices to control erosion, siltation, or run-off or drainage of water, special precautions in grading or otherwise changing the natural landscape, special landscaping, or any other means which the A.R.B. may in its sole discretion, deem necessary. Each owner shall be liable to each other Owner and to the Association for the costs of cleanup or removal of dirt, silt, or other product of erosion from flowing from the Lot to any other Lot or Common Property.

8.1.34 Tree Removal. Removal of any trees or vegetation must be in compliance with the County regulations, which includes restrictions for undisturbed buffers on waterways. (Current code information is available through the Habersham County Planning Department – 706 839-0140.)

Under no circumstances may any Owner remove any tree, shrub, bush, flower, or other plant or vegetation from any area of the Common Property at any time without written approval from the A.R.B.

8.2 Rules and Regulations. No person shall use the Common Property or any Lot, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association, whether or not such rules and regulations are restated herein in whole or in part.

ARTICLE 9 ARCHITECTURAL AND LANDSCAPE CONTROLS

9.1 Architectural Review Board. It is the intent of the Association to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development of all Lots within the Property.

In addition, the A.R.B. shall have the right to approve or disapprove all proposed additions, changes and any other type of remodeling to the exterior of any Dwelling. The A.R.B. may, in its sole discretion, impose standards for constructions and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below.

9.1.1 The A.R.B. shall be a permanent committee of the Association as assigned by the Board and shall administer and perform the architectural and landscape review and control functions of the Association. The A.R.B. shall consist of three (3) voting members who shall hold office at the pleasure of the Board. The Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than three (3) members, shall appoint members of the A.R.B., shall provide for the terms of the members of the A.R.B. and shall determine which member of the A.R.B. shall serve as its chairman. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting and the action of a majority present shall constitute the action of the A.R.B.

9.1.2 No Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the locations of same shall have been submitted to and approved in writing by the A.R.B. As part of the application process, one complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the

A.R.B. shall be submitted for approval by oral or written application to the A.R.B. The A.R.B. may request submission of samples of building materials and colors proposed to be used.

9.1.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

9.1.4 The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons in approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

9.1.5 Construction of all Improvements for which the approval of the A.R.B. is required under this Declaration shall be completed within the time period specified by the A.R.B.

9.1.6 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision.

The determination of the Board of Directors shall be final and binding upon the applicant; provided however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinances or regulation.,

9.1.7 Prior to the occupancy of any Improvement constructed or erected on a Lot, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.R.B., certifying that the construction of the improvement has been completed in accordance with the plans and specifications previously approved by the A.R.B. The A.R.B. may, from time to time delegate to a member or members of the A.R.B. the responsibility for issuing such certificate of compliance.

9.1.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration or any amendments thereto, or of any, other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference.

If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment.

The A.R.B. is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith.

All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or, judicial proceeding.

In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owners Lot in the public records of the County a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.B.

9.1.9 The A.R.B. may promulgate construction guidelines to be designated THE RIVERS CONSTRUCTION GUIDELINES, which when promulgated, will be on file with The Rivers POA II secretary of the Association, and which, when promulgated, will be automatically incorporated into this Declaration by reference. Except as otherwise specifically provided herein, all improvements within THE RIVERS must be constructed in accordance with such Construction Guidelines, as promulgated and as they may be amended from time to time by the A.R.B. The A.R.B. is empowered to modify the design and development standards contained within such Construction Guidelines for the entire, or for any portion of THE RIVERS, as it may deem appropriate from time to time.

9.1.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion. All improvements in place at the time of the filing of this amended covenant are considered as being approved as long as the property owner is in good standing at the time that these amended covenants are filed. Any construction or improvements implemented after the date these amended covenants are filed are subject to these covenants.

9.1.11 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

9.1.12 Neither the directors or officers of the Association, the members of the A.R.B. nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within THE RIVERS or any other party whatsoever, due to any mistakes in judgment negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications, except for such claims asserted against the A.R.B. and arising or resulting solely from the willful and wanton conduct or gross negligence of the A.R.B., or of any member thereof while acting in his or her capacity as a member of the A.R.B.

Each Owner and occupant of any property within THE RIVERS agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B.

The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 10 INSURANCE

The Association is hereby authorized to purchase insurance on the Common Property and for duties of the Board of Directors and A.R.B. members in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 11 SALE OR OTHER ALIENATION OF LOTS CONTROLS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any owner shall be subject to the following provisions, which provisions each Owner covenants to observe:

11-1 Notice to the Association

11.1.1 Sale, Gift or Other Transfer. An owner intending to make a sale, gift or other transfer of his Lot, or any interest therein shall give to the Association notice of such intention in writing, together with the name and address of the intended purchaser or transferee, and such other information concerning the intended purchaser or transferee as the Association may reasonably require.

11.1.2 Devise or Inheritance. An Owner who has obtained title by devise or inheritance shall

give the Association, notice of the acquisition of title together with such information concerning the Owner as the Association may require.

11.1.3 Failure to Give Notice. If the above required notice to the Association is not given, the Association may deny the unauthorized Owner or occupant of a Dwelling the use of the Common Property, and may take such other action at law, and/or equity to divest the unauthorized owner or occupant of record title and./or possession of the Dwelling.

11-2 In the event that an owner is Delinquent in paying any Assessment assessed by the Association, or that an Owner, his family, guests, agents, licensees or invitees are not in compliance with any provision of this Declaration, the rules and regulations adopted by the Association, or the Traffic Regulations, the Association shall have the right to disapprove the Proposed sale by sending a Notice of Disapproval to the Owner within ten (10) days after receipt of notice and information.

In the event the delinquent assessment is paid or the violation is corrected, the Association shall cause a Certificate of Notice and Approval to be executed by any officer of the Association within the (10) days after receipt of proof satisfactory to the Association that the delinquent assessment has been paid or the violation corrected.

11.3 Transfers Void. Any sale, gift, devise or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Association is subsequently obtained and recorded in the public records of the County.

11.4 Exceptions. The foregoing provisions of this Article 11 shall not apply to an Institutional Mortgagee, that acquires its title as the result of holding a deed to secure debt upon the Lot concerned, and this shall be so, whether such title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, including but not limited to, execution sale, foreclosure sale judicial sale, or tax sale.

ARTICLE 12

INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

By acceptance of a deed to a Lot, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association at the time such expenses were incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; Provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a Lot, Owners acknowledge and agree that directors of the Association and committee members appointed by said Board of Directors or by said officers shall act solely on behalf of the Association and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a Lot, Owners acknowledge and agree that although directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article 12.

ARTICLE 13
GENERAL PROVISIONS

13.1 Assignment

13.1 All of the rights, powers, obligations, easements and estates reserved by, or granted to, the Association may be assigned by the Association as the case may be. After such assignment the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Association prior to the assignment, and the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

13-2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

13.2.1 Except as provided herein below, an amendment must obtain the approval of at least sixty-six percent (66%) of the votes of Members.

13.2.2 Any amendment which would affect any of the requirements of the County Code of Laws and Ordinances must have the prior approval of the County.

13.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions; provided however, that if the property shall be located in an area for which zoning laws have been adopted at the time this Declaration is recorded, then and in that event all of the covenants, restrictions or other provisions of this Declaration which purport, attempt or otherwise restrict the use of the Property, or any portion thereof, shall run with and bind the Property for a term of twenty (20) years from the date of recordation of this Declaration; and further provided however, that nothing contained in this paragraph 13.3 shall be deemed or considered to amend, alter, supersede, or control, in any respect or manner whatsoever this Declaration, or any part thereof.

13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, fines, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the owners of any portion thereof, and shall inure to the benefit of the Association and the Owners.

13.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same, or against the Property subject hereto to enforce any lien created by this Declaration or both.

In the event that the Association fails to enforce the terms to of this Declaration then any Member may do so. The failure or refusal of the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so hereafter.

13.6 Non-Condominium.

13.6.1 The Association created pursuant to this Declaration and the Articles of Incorporation of the Association is expressly not intended to be a condominium association and is not created in accordance with the Georgia Condominium Statutes.

13.6.2 The Common Property is not intended to be condominium property under the Georgia Condominium Statutes in existence as of the date of recording this Declaration in the public records of the

County, and is not part of the common elements of any condominium.

13.7 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of the Property, which plats are recorded or to be recorded in the public records of the County.

13.8 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.9 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision herein, which shall remain in full force and effect.

13.10 Captions. The captions used in this Declaration and all exhibited annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof.

13.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County of Habersham, Georgia.

IN WITNESS WHEREOF, The Association has caused this Declaration to be executed this 11th day of November 2015.

Robert Shapiro - president of The Rivers POA II, LLC.

Date

Signed, sealed and delivered

This _____ day of _____ 2015
in the presence of:

Witness

Notary Public

My Commission Expires: _____

*

Northridge Property Devel. Inc
P.O.Box 902
Baldwin, GA 30511
sales@theriversl.com
www.theRiversl.com

Rivers Covenants Frequently Asked Questions

1. What is the minimum square footage?

1500 square feet, heated.

2. Are there fees for the property owners association?

Yes, see [http://www.theriversl.com](#).

3. What if any are the architectural rules?

The Architectural Review Board (ARB) has no hard rules governing the homes, every house is approached on a case by case basis. The home must be in harmony with other homes that currently exist in the Rivers.

4. Are log cabins allowed?

Yes, but plans must be submitted to the ARB.

5. Are RV's, commercial trucks, and boats allowed on the lots?

Yes, but they must be shielded from any other lots view.

6. Are pets allowed?

Yes, but they must be under the control of the property owner at all times.

7. How does the gate work?

Currently the gate is being held open during the day to assist sales. Lot owners are given a small remote control as well as a four digit code. Visitors can call from the gate box and you can let them in punching a code on your phone.

8. Are the roads in the Rivers public or private?

They are private and owned by the lot owners. They are built to county specs, and in the future could be turned over to the county should the lot owners decide to do so. If turned over, the gate would have to be taken down.

Please consult the covenants and restrictions for a more detailed explanation of these FAQ's.

Tom Schmitt - Soil Consulting

1974 Low Gap Road, Lakemont, Georgia 30552

(828) 506-7729

georgiamountainsoil@gmail.com

Georgia Soil Classifier Certification # 113

Evaluation of soil and site suitability for septic absorption systems, Level 3 Soil Survey date: 02/17/2021

client: Lee & Shelly Matthews c/o Keller Williams Realty phone: (706) 949-3747 email: shelly.matthews@white.k12.ga.us

address: 880 Historic Highway 441 N. city: Demorest state: GA zip: 30535

SITE INFORMATION:

county: HABERSHAM parcel ID 025 002C

subdivision: The Rivers lot # 28 size of lot: 1.78 acres

site location: southwest side of Kissimmee Trail

SOIL OBSERVATIONS:

Soil observation number	Soil series name	Slope	Depth to water table (inches)	Depth to restrictive layer (inches)	Recommended installation depth**	Estimated percolation rate (minutes/inch)	Suitability code
1	FANNIN	40%	>72	>72	34" OR LESS	40	B
2	FANNIN	42%	>72	>72	34" OR LESS	40	B
3	FANNIN	44%	>72	>72	32" OR LESS	40	B
4	FANNIN	34%	>72	>72	36" OR LESS	40	A
5	FANNIN	32%	>72	>72	36" OR LESS	40	A
6							
7							
8							

* Natural Resource Conservation Service estimate; **for 36 inch wide trench width; SBRF = stopped by rock fragments / stones

SUITABILITY CODE DESCRIPTIONS:

A	This soil should have the ability to function as a suitable conventional septic absorption field site with proper design, installation and maintenance of the septic system.
B	This soil lies on slopes that are greater than 35%. However, it should have the ability to function as a suitable conventional septic absorption field site with proper design, installation and maintenance of the septic system.
C	This soil appears to be only <u>moderately deep</u> to moderately hard saprolite and/or bedrock. It is usually not suitable for conventional septic absorption fields due to the limited soil depth over impermeable material which is likely to result in absorption field failure and/or ground water contamination. Further investigation of a Level IV soil evaluation with an excavator may reveal areas of deeper soil which could accommodate a conventional septic absorption system. Some shallow placed septic absorption system that includes aerobic pretreatment may be suitable in this soil.
D	This soil is only <u>moderately deep</u> to a subsurface water table. It is not suitable for conventional septic absorption fields due to the limited soil depth over ground water which is likely to result in absorption field failure and/or ground water contamination. Some shallow placed septic absorption system that includes aerobic pretreatment may be suitable in this soil.
E	This soil is <u>shallow</u> to a subsurface water table or impermeable material such as moderately hard saprolite or hard rock. It is not suitable for conventional septic absorption fields. Some alternative septic absorption system that includes aerobic pretreatment may be suitable on this soil. A Level IV soil investigation is recommended.
F	This soil consists of fill material and/or debris and is unsuitable for septic absorption systems.

Tom Schmitt - Soil Consulting

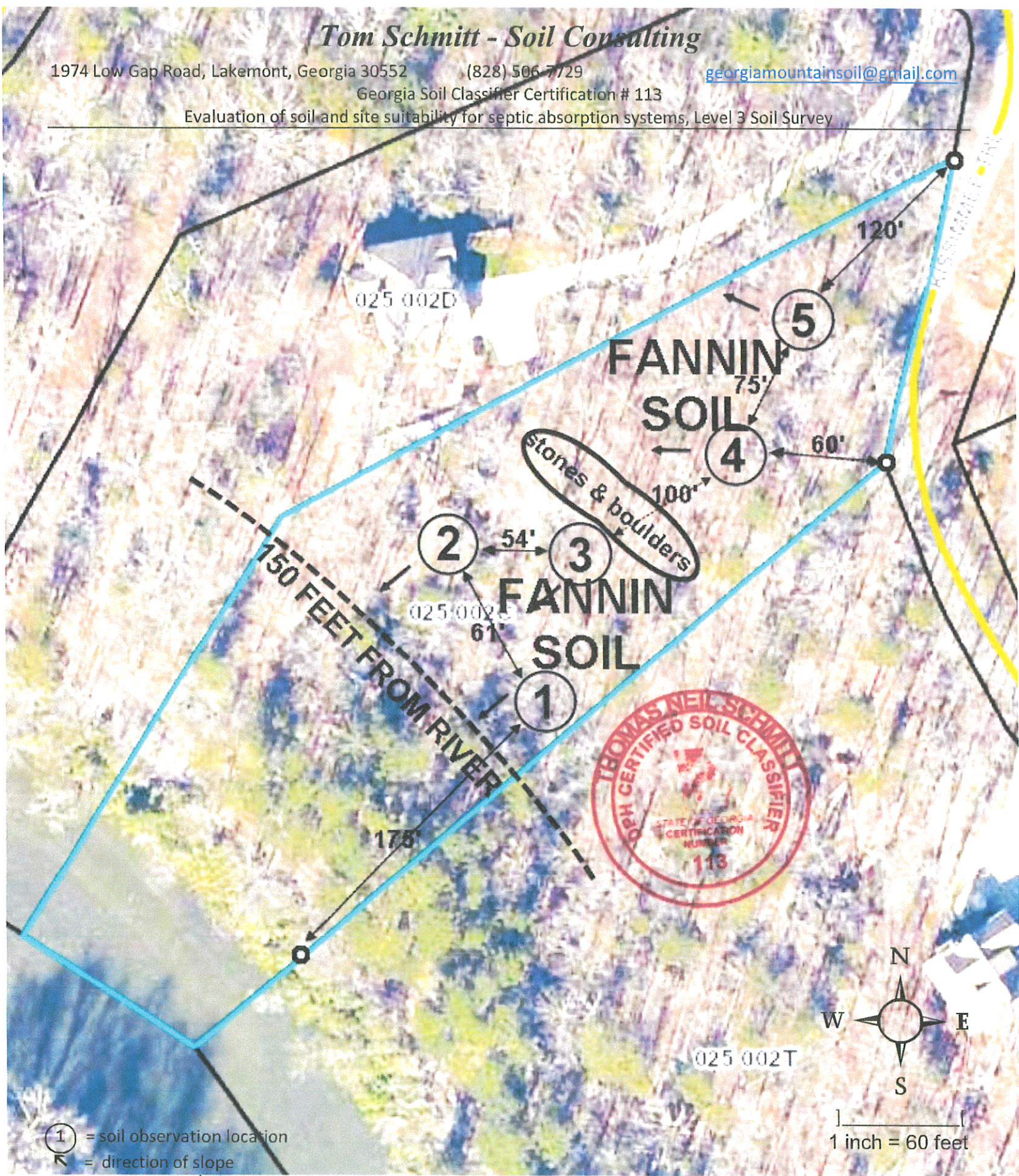
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Georgia Soil Classifier Certification # 113

Evaluation of soil and site suitability for septic absorption systems, Level 3 Soil Survey



- ① = soil observation location
- ↖ = direction of slope
- <<< = storm water drainage way

Observations plotted using base plate compass and 100 foot tape

Soil Scientist: Thomas N Schmitt
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Notes:

1. Install absorption trenches to original grade. Do not bench the slope in order to install absorption trenches. Altering the site by benching or cutting the slope may necessitate a new soil evaluation.
2. Preserve adequate undisturbed space for the absorption field and replacement area. Regulations require a 100% replacement area be preserved in case of failure of the original absorption field. Keep absorption field and replacement area undisturbed and free of traffic in order to preserve soil permeability.
3. Plan site carefully as suitable space for the absorption field may be limited by site conditions and lot size.
4. With a conventional absorption system regulations require 24 inches of suitable soil between the bottom of the absorption trench and a restrictive layer or water table in order to insure effective treatment of septic effluent.
5. Soils that are relatively shallow to restrictive layers or water tables may sometimes accommodate an emitter system or other shallow placed soil absorption systems which include aerobic pretreatment of effluent.
6. Regulations permit a 12 inch separation of suitable soil between the bottom of the absorption trench and a restrictive layer or water table when some approved aerobic pretreatment unit is included in the septic treatment system. Consult your Health Department for approved systems and installers.
7. Absorption fields must be set back 100 feet from a well or spring, 50 feet from streams or lakes, 15 feet from the top of an embankment, 10 feet from a basement, 5 feet from a foundation or property line. Stricter setback regulations may apply in some localities. Avoid placing absorption lines in natural or man made drainage ways, in head slopes, across deeply concave areas, gullies, or ravines. Partially consolidated rock material, though rippable with an excavator, will not provide sufficient effluent treatment and may allow pollutants into surface and/or ground water.
8. This evaluation represents a reasonable and objective appraisal of the soil and site characteristics as they relate to septic system function and existing regulations. It does not guarantee Health Department approval of an on-site septic treatment system. Soil characteristics of this site can be expected to remain constant until the site receives some natural or man made alterations. However, regulations governing construction and placement of septic systems will change. Final authority in interpreting and applying health regulations rests with Health Department personnel.

Additional notes: The Fannin soil on this lot is well drained and very deep.