

> ATTENTION <

NOTICE REGARDING
COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added to this record as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

COLDWELL BANKER HIGH COUNTRY REALTY

After recording, return to:
River Escape Cherry Log, LLC
891 Old Highway 5 North
Ellijay, GA 30540

**DECLARATION OF EASEMENTS, PROTECTIVE AND RESTRICTIVE COVENANTS
FOR RIVER ESCAPE CHERRY LOG SUBDIVISION**

THIS DECLARATION OF EASEMENTS, PROTECTIVE AND RESTRICTIVE COVENANTS, made as of the 7th day of December, 2011 by RIVER ESCAPE CHERRY LOG, LLC, a Georgia Limited Liability Company having its principal office at 891 Old Highway 5 North, Ellijay, Georgia 30540 (hereinafter referred to as "Declarant"), for **RIVER ESCAPE CHERRY LOG SUBDIVISION** (hereinafter referred to as the "Subdivision") pursuant to Plat recorded in Plat Book _____, Page _____, in the Real Estate Records of GILMER County, Georgia (hereinafter referred to as the "Plat").

WITNESSETH

WHEREAS, Declarant is the owner and developer of the Subdivision, the Subdivision being a subdivision of all of those certain common areas, roads and lots, tracts or parcels of land lying and being in Land Lot 199 of the 10th District, 2nd Section of GILMER County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land. Governance of this Association is subject to the provisions of the Georgia Property Owner's Association Act codified at OCGA § 44-3-220 *et seq.*

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. *Land Use and Building Type.* No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit not to exceed three (3) stories in height. No property shall be used for church or school purposes, other than the home schooling of the property owner's children.

2. *Architectural Control.* No building shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Review Committee, as described in Paragraph 21 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. All dwellings and structures shall be erected according to the Design Standards provided by the Declarant or the Architectural Review Committee.

3. *Dwelling Size and Character.* No dwelling shall have less than 1,500 square feet of finished, heated living space, exclusive of porches, basements, carports, garages, patios, etc. Each dwelling shall be built on a permanent foundation. No building shall be constructed of concrete block, and all roofs shall have customary pitch. Rock, brick, stucco, or other decorative material shall cover all exterior poured concrete. Colors of homes shall be earth tones, and in any case shall be approved by the Declarant or the Architectural Review Committee. No mobile or manufactured homes or octagon homes shall be placed on any Lot. No underground houses shall be allowed on any Lot.

4. *Construction.* The Declarant or homeowner's association, (via the Architectural Review Committee), must approve all building plans prior to the commencement of any clearing, grading or construction. Once construction commences, houses shall be completed and the Lots cleared of all debris within one (1) year of clearing for building. During construction, the property shall be maintained with a neat and orderly appearance, with debris and refuse regularly collected and removed. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes, and ordinances, including without limitation all such rules, which apply to erosion and sedimentation. No person shall occupy a dwelling, with or without an occupancy certificate, prior to substantial completion of both the interior and exterior. No construction trailers shall be permitted within the subdivision. Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall at a minimum, restore the road as nearly as practicable, to its former condition, at such owner's sole expense. No silt or other drainage arising directly or indirectly from construction shall be permitted on any road or upon the lot of another owner. All stumps and other debris of clearing, excavation, or construction shall be promptly removed from the lot and properly disposed of. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

5. *Fencing.* No fence or walls shall be erected, placed or altered on any Lot nearer to any street than the rear plane of the dwelling unless similarly approved. Fencing must be erected of wood or metal spindle. No chain-link fencing is allowed. Fencing approval shall be obtained as provided in Paragraph 21 below.

6. *Building Location.* No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side or rear lines than the minimum building set-back lines shown on the Plat. Buildings must also comply with the minimum setback requirements set forth in the Design Standards for River Escape Cherry Log Subdivision. For the purposes of this covenant; eaves, steps, carports and open porches shall not be considered as part of a building, provided, however,

that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot, nor to violate applicable building codes or permits with regard to setback requirements.

7. *Subdividing of Lot(s)*. Except for lots owned by the Declarant, no Lot in the Subdivision may be subdivided; provided, however, that this Declaration shall not be construed to prohibit the adjustment or modification of boundary lines to accommodate the design and construction of driveways and dwelling. No roadways shall be cut through any subdivision lot to property lying outside the subdivision.

8. *Easements*.

- (a) *Utilities and Drainage*. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat.
- (b) *Monument or Directional Signs*. Any lot upon which a subdivision monument or other permanent sign is erected shall grant to the Homeowners Association a perpetual easement for placement of said sign and an easement for ingress to the sign for landscaping, maintenance and utilities. Such signs or monuments shall always be the property of the Association.
- (c) *Ingress and Egress over Roadways*. Each Lot is hereby granted a perpetual, nonexclusive easement for ingress and egress over all of the private roads within the subdivision, and this easement shall run with the title to each Lot conveyed within the subdivision.
- (d) *Entrance Gate*. Each owner of a Lot shall be granted access through the entrance gate and shall be provided with gate keys or codes as necessary.
- (e) *Common Areas*. Each owner of a Lot is granted access to all Common Areas as same are delineated and shown on the plat referenced herein.

9. *Nuisances*. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood. There shall be no discharge of firearms within the subdivision.

10. *Temporary Structures*. No structure of a temporary character, including but not limited to a trailer, mobile home, lean-to, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No construction trailers shall be permitted within the subdivision.

11. *Accessory Structures*. Satellite dishes measuring no more than 24 inches in diameter are acceptable. No other exterior television or radio antennae or satellite dish or receiver of any sort shall be placed or maintained on any portion of the house or lot without the prior written approval of the Committee. No antennae shall be installed or used for the purpose of transmitting electronic signals. Propane tanks (and any other storage tanks) shall be below ground or screened from street view. No clotheslines shall be permitted.

12. *Vehicles and Boats.* No storage of vehicles shall be allowed on any lot. This restriction shall include boats, recreational vehicles, hitch and/or tractor trailers, and the like. School bus parking is not permitted on any Lot. Vehicles used in trade or business with visible lettering or advertisements and/or vehicles with visible external equipment, supplies, ladders and the like, must be parked inside the garage and may not be parked for more than forty-eight (48) hours (and never on a regular or repeated basis) in driveways or on any street. No four-wheelers, ATV's, dirt bikes, or similar vehicles potentially causing noise pollution will be allowed on the streets within the Subdivision. No semi-tractors shall be parked on or adjacent to a lot.

13. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than nine (9) square feet advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales period, or to advertise an established model home.

14. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

15. *Removal of Trees.* No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard from the result of rot, decay or storm damage. Furthermore, no hardwood trees of a size greater than six (6) inches in diameter shall be removed from the property except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged, or present a hazard, and done pursuant to the written approval of the Association.

16. *Animals, Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept and housed indoors, provided that they are not kept, bred or maintained for any commercial purposes. Pets must be leashed when off of owner's Lot, and pet refuse must be cleaned up by owner. Excessive barking or noise from pct(s) must be abated. No homeowner may house more than a total of three (3) dogs or cats at any time.

17. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans/containers may only be curbed for pickup not earlier than 6 p.m. preceding the day of pickup, and must be removed from curb not later than 9 p.m. on the day of pickup.

18. *Sewerage Disposal.* No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities. No outside toilets, except those used during the period of home construction, shall be allowed on any lot.

19. *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines to roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

20. *Maintenance of Private Roads; "Private Road Maintenance Agreement".* All roads within the subdivision are private roads and are not maintained by Gilmer County or any other municipal entity. The Association, as hereinafter defined (or in the absence of an Association, the owners of all Lots, collectively), shall maintain the private roads in the subdivision together with any drainage structure constructed in connection therewith. The Dues and Assessments shall be used in part by the Association for the purpose of maintaining said roads and any entrance structure or security gate and related equipment, and for other purposes, which may from time to time be authorized by the Board of Directors of the Association.

The following section is incorporated into this Declaration in compliance with **Gilmer County, Georgia Code of Ordinances, Section 82-193 and Section 82-195;**

"THE GRANTEE [i.e., ALL LOT OWNERS] HEREIN ACKNOWLEDGE(S) THAT ANY AND ALL MEANS OF INGRESS AND EGRESS TO THE PROPERTY CONVEYED HEREIN ALONG THE STREETS OF THE SUBDIVISION, AS OUTLINED ON THE PLAT OF SAID SUBDIVISION, ARE PRIVATE STREETS AND ARE NEITHER MAINTAINED BY GILMER COUNTY NOR CONSIDERED PART OF THE ROAD SYSTEM OF GILMER COUNTY. THE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE STREETS SHOWN THEREON LIES WITH THE PROPERTY OWNERS AS FURTHER SPECIFIED IN THE PRIVATE ROAD MAINTENANCE AGREEMENT, AND NOT GILMER COUNTY."

And;

"THE STREETS IN THIS SUBDIVISION ARE PRIVATE STREETS AND ARE NEITHER MAINTAINED BY GILMER COUNTY NOR CONSIDERED PART OF THE ROAD SYSTEM OF GILMER COUNTY. THE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE STREETS SHOWN HEREON LIES WITH THE PROPERTY OWNERS AS FURTHER SPECIFIED IN THE PRIVATE ROAD MAINTENANCE AGREEMENT, AND NOT GILMER COUNTY."

"IN NO CASE SHALL GILMER COUNTY BE RESPONSIBLE FOR FAILING TO PROVIDE ANY EMERGENCY OR REGULAR FIRE, POLICE OR OTHER PUBLIC SERVICE TO THE PROPERTY AND/OR OCCUPANTS WHEN THE FAILURE IS DUE TO INADEQUATE DESIGN OR CONSTRUCTION, BLOCKING OF ACCESS ROUTES, OR ANY OTHER FACTORS OUTSIDE THE CONTROL OF THE COUNTY. IN NO CASE SHALL THE COUNTY MAINTAIN ANY PRIVATE STREET."

21. *Architectural Review Committee.* Until the Declarant shall sell or otherwise dispose of ninety (90%) per cent of the lots in the subdivision, the Declarant shall be deemed to be the Architectural Review Committee. At such time that the Declarant shall transfer control of the Association to the Members, the Architectural Review Committee shall be composed of three (3)

members of River Escape Property Owners Association, Inc. The committee members will serve for three years with terms expiring on alternative years to maintain continuity of Committee's experience. The committee members will annually decide on and recommend a chairperson to the Board of Directors. The majority of the Architectural Review Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Review Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Review Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Review Committee as required by this instrument shall be in writing. In the event the Architectural Review Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the Architectural Review Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made.

(a). *Purpose. Powers and Duties of the Architectural Review Committee.* The purpose of the Architectural Review Committee is to assure that the installation, construction and alteration of any Structure on any Lot is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property and that the location of Structures on the Lots is compatible and harmonious with topography of the Property and with the finished ground elevation of the Subdivision and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Review Committee shall have all the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

(b). *Submission of Plans and Specifications.* No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, including the painting or repainting of any Structure, unless plans and specification therefore shall have been first submitted to and approved in writing by the Architectural Review Committee. Provided, however, that no approval shall be necessary to paint or repaint a structure in a manner which exactly matches the existing color(s). Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, without being limited to:

- (i) a site plan showing the location of all proposed and existing Structures on the Lot;
- (ii) foundation plans;
- (iii) floor plans;
- (iv) wall sections;
- (v) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (vi) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof;
- (vii) roof material, and color; and

(viii) plans for landscaping and grading.

(c). Approval and Disapproval of Plans and Specifications.

(i) The Architectural Review Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole discretion, which approval or disapproval may be based upon any ground, including purely aesthetic considerations.

(ii) Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications hearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Review Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or element, are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure, and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plane and specifications, as approved, and any conditions attached to any such approval.

(iii) No member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Committee. Further approval of plans and specifications by the Architectural Review Committee shall not be deemed to represent or warrant to any person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither the Architectural Review Committee nor any member of the Architectural Review Committee shall be liable in damages or in any other respect to anyone submitting plane or specifications, for approval under this Article, or to any Owner, or to any other person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. By submission of such plans and specifications to the Architectural Review Committee, every Owner of any Lot releases and agrees to hold harmless and to defend the Architectural Review Committee and its members from any such alleged liability, claim and/or damage.

(d). *Obligation to Act.* The Architectural Review Committee shall take action on any plans and specifications submitted as herein provided within seven (7) to twenty-one (21) days after receipt thereof. Approval by the Architectural Review Committee, if granted, together with any conditions imposed by the Architectural Review Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Review Committee to take action within twenty-one (21) days of the receipt of plans and specification submitted for approval shall be deemed approval of such plans and specifications.

(e) *Right of Inspection.* The Architectural Review Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the external installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration. When denied said reasonable right of inspection the Architectural Review Committee is within the authority of this Declaration to pursue appropriate action to protect the neighborhood's property values up to and including corrective actions consistent with this Declaration.

(f) *Violations.* If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If, within twenty (20) days after the mailing of the aforesaid notice of violation, the Owner shall not have (i) requested a hearing on the matter pursuant to the procedure outlined in the Bylaws, or (ii) taken reasonable steps toward the required remedial action, then the Architectural Review Committee shall be entitled and empowered to enjoin or remove any such construction or violation via Self Help. Any costs and expenses incurred by the Architectural Review Committee in enjoining and/or removing any construction or improvements shall be assessed against the owner of such Lot and shall be due and payable to the Architectural Review Committee on demand, it being understood, acknowledged and agreed that such Owner shall be personally liable to the Architectural Review Committee for such costs and expenses, including the filing of lien(s) and legal costs of collection

22. *Term.* The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically extend for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

23. *Homeowners Association.* Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of River Escape Cherry Log Property Owners Association, Inc. ("Association"), a non-profit Georgia corporation, and the Bylaws thereof are attached to this Declaration. **Membership in the Association is Mandatory.**

Until the Declarant shall sell or otherwise dispose of ninety (90%) per cent of the lots in the subdivision, the Declarant shall be entitled to appoint the directors of the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarant. At the expiration of such period, the directors of the Association shall be elected by the owners of lots on the basis of one vote per lot. Nothing herein shall be construed as limiting the right of the Declarant to exercise any vote to which it may be entitled by virtue of its ownership of lots.

24. *Dues and Assessments; Liens and Judgments.* Lot owners covenant and agree to pay to the Association annual membership dues (**currently \$600.00 annually**) and such special assessments (collectively, the "Dues and Assessments") as may hereafter be charged by the Association in accordance with its charter and by-laws. The Association may determine the amount of such fees and whether such fees are mandatory in the future. The Dues and Assessments, together with charges, interest, costs, and reasonable attorney's fees, in the

maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of ten (10%) per cent of the amount due. Said amount together with the late charge (and costs of lien filing and collection) shall accrue interest at the maximum allowable rate. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien herein shall be subject to (and subordinate to) any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien. A first Mortgagee acquiring title to the Lot by virtue of foreclosure of such a qualifying security interest shall acquire such title free and clear of the lien. Provided, however, that any mortgagee acquiring title by virtue of foreclosure proceedings or by any other means shall be liable for assessments accruing from the date of its ownership, in the same manner as all other Lot owners.

25. *Enforcement.* This Declaration shall inure to the benefit of and shall be enforceable by (a) the Declarant so long as he is an Owner, (b) the Association, and (c) each Owner, his legal representatives, heirs, successors, and assigns.

In the event of a violation or breach of any restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association (or the Declarant, acting on its behalf during the period of developer control) shall have the Right of Abatement. The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any lot or structure thereon, as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article. The cost of abatement shall be borne by the Owner in breach, and shall include the costs of collection including reasonable attorney's fees. Nothing herein shall be deemed to affect or limit the rights of Declarant, the Association, or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Any invalidation of one or more of the terms and provisions herein shall not affect the enforceability of the remaining terms and provisions. These covenants may be enforced by the Declarant and/or by the further procedures outlined in the Bylaws of River Escape Cherry Log

Property Owners Association, Inc. (attached hereto), or in the absence of the existence of such Association, by any Lot Owner in the Subdivision.

26. *Severability.* Invalidation of any one of these covenants by change of law, judgment or court order shall in no way affect any of the other provisions of this instrument, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

(“DECLARANT”)

Executed in the presence of:

RIVER ESCAPE CHERRY LOG, LLC

Unofficial Witness

By: KENDALL SANBORN, CEO

Notary Public