



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added 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.

PROTECTIVE COVENANTS

RIVERSIDE SUBDIVISION

GEORGIA, UNION COUNTY

WHEREAS, the undersigned, COASTAL STATES MORTGAGE COMPANY, is the owner of that certain tract or parcel of land known and designated as Lots 1-15, Riverside Subdivision, according to a plat of a survey thereof made by Rochester & Associates, Georgia Registered Surveyor No. 2653, dated July 16, 1996, and recorded in Plat Book 31a, Page 225, Clerk's Office, Union Superior Court.

WHEREAS, the undersigned desires to devote all of the lots in said subdivision to residential use and considers it desirable and appropriate to record covenants applicable to all of the lots shown on said plat dated July 16, 1996, recorded in Plat Book 31a, Page 225, Clerk's Office, Union Superior Court.

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to its successors and assigns, the undersigned does hereby covenant and agree that the aforementioned lots shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants running with the land.

1.

The lots described and embraced in the above-described property shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one (1) single residential building for single family residences, in addition to such garages, docks, decks and other outbuildings, erected for the pleasure and convenience of the occupants of said single residences. Residential dwellings must be on-site stick built homes.

2.

ARCHITECTURAL CONTROL: No improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

(a) Membership: The Architectural Control Committee is composed of Patrick E.

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Hardie, R. John McNeill and Arthur J. Goolsby, Jr. In the event of the death or resignation of any of the undersigned, the surviving members of the Architectural Control Committee shall have full authority to designate a successor. None of the undersigned Committee members shall be entitled to any compensation for services performed pursuant to this paragraph.

(b) Procedure: The Committee's approval or disapproval as required in these covenants shall be given in writing. In the event the Committee fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

In order to facilitate the review by the Committee, the following information, together with such other additional information as the Committee may request, shall be submitted:

- (1) Site plans to scale, showing the locations of all structures, driveways, and walks, and indicating original and finish elevations.
- (2) Construction plans, to scale, including floor plans, elevations and square footage.
- (3) Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on site.

The Committee shall not be responsible for structural defects in said plans and/or specifications, nor in any building or other structure erected in accordance with the said plans and/or specifications, nor shall the Committee have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations.

3.

No building shall be erected nearer than twenty (20) feet to a side lot line or nearer than the front and rear building setback lines of fifty (50) feet. This restriction is subject to revision by and with the written consent of the Developer where, by reason of the contour of any particular lot, the building cost would be materially affected by strict compliance with such building line requirements, or where by reason of such contours, the appearance of the development would be adversely affected. The area from the property line of each lot to the twenty (20) feet side building setback line shall remain in its untouched, undisturbed natural state.

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4.

The heated living area of any one story family residence, exclusive of porches, garages, basements and attics, shall not be less than 1,000 square feet and of any two-story residence shall not be less than 1,200 square feet, exclusive of the same. The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph. No exposed concrete block shall be allowed as an exterior.

5.

All structures erected shall be completed within one year from the date that structural work begins. No resubdivision shall serve to increase the total number of lots in said subdivision. Lots shall be landscaped and maintained in a neat and proper manner. Lots must be maintained before, during and after construction.

6.

No fence or wall of any kind or description shall be erected, placed or altered on any lot until approved by the Developer as to quality, workmanship and materials, harmony of exterior design with existing structures and as to location with respect to the structures and land lot lines.

7.

No trade or commercial activity of any kind (noxious or offensive or otherwise) shall be conducted or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8.

No lot shall be used or maintained as a dumping ground for rubbish, debris, waste, garbage or other unsightly objects or matter. No garbage or other waste shall be kept on said premises except in covered sanitary containers.

9.

No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10.

No trailer, mobile home, camper unit, basement, tent, shack, garage, barn or other outbuilding

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erected on any lot shall at any time be used as a residence. No inoperable vehicle or parts of same shall remain parked on any lot. No trailer or camper unit shall be permitted on any lot for any purposes except for short-term use as recreational camping provided, however, under no circumstances shall a mobile or modular home be placed on said lot.

11.

No satellite antenna, dish or other such device shall be placed on a lot without first obtaining approval of the location of same from the Developer. Said lots, each of them, are subject to easements of record in the Office of the Clerk of Union Superior Court, including but not limited to easements executed for the purpose of installing and running power lines through, over and across said lots.

12.

Any individual water system or sewage disposal system placed on said property must be approved by and comply with the Union County Environmental Health Department's rules and regulations prior to beginning the construction of a residence.

13.

These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all the purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, provided said covenants are recorded. These covenants may be amended during said initial period by an instrument signed by one hundred percent (100%) of the then owners of the lots and placed on record agreeing to change said covenants in whole or in part. After the first twenty years, said covenants shall be extended for successive periods of twenty (20) years each as provided in OCGA Section 44-5-60, et. seq. unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.

Coastal States Mortgage Company, its successors and assigns, or any lot owner, may proceed in equity against any lot owner in violation of these covenants.

14.

Neither, the Developer, Coastal States Mortgage Company, nor members of the Architectural Committee shall be liable for money damages for any breach or violation of these covenants, the sole remedies for breach being injunctive relief against the lot owner(s) breaching or violating these covenants.

15.

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Invalidation of any one of these covenants by judgment or any court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THIS AGREEMENT SHALL be binding upon and shall inure to the benefit of the undersigned, their successors and assigns, upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed on its behalf and its seal to be affixed, this 17th day of October, 1996.

COASTAL STATES MORTGAGE COMPANY (SEAL)

BY: [Signature]
Patrick E. Hardie, President

ATTEST: [Signature]
R. John McNeill, Secretary

SEAL AFFIXED

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public

NOTARY PUBLIC IN UNION COUNTY
MY COMMISSION EXPIRES
OCTOBER 23, 1996

SEAL AFFIXED

UNION COUNTY, GEORGIA
Filed November 19th, 1996
at 4:50 P. M.
Recorded November 19th, 1996
Allen Conley C.S.C.

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