

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIVERBEND ESTATES SUBDIVISION  
OF LAND LOT 258 OF THE 6th LAND DISTRICT  
TIFT COUNTY, GEORGIA

GEORGIA, TIFT COUNTY.

WHEREAS, on February 1, 1990, Green Industries, Inc. executed a declaration of covenants, conditions and restrictions with respect to certain real property located in Tift County, Georgia, which is designated as Riverbend Estates Subdivision;

WHEREAS, such document was recorded in Deed Book 368, Page 319, in the Office of the Clerk of Tift Superior Court;

WHEREAS, said document provides for amendment of such covenants, conditions and restrictions by the owners of the property subject thereto by the execution of documentation thereof;

WHEREAS, all of the properties which are subject to said covenants, conditions and restrictions are owned by the undersigned; and

WHEREAS, the undersigned desire to amend said covenants, conditions and restrictions as hereinafter provided:

NOW THEREFORE, for and in consideration of the premises and in accordance with the provisions of said document relative to amendment thereto, the aforesaid declaration of covenants, conditions and restrictions is hereby amended as follows:

- 1 -

Paragraph 6 of said declaration relative to building and structures is amended by designating the existing paragraph thereof as subparagraph (A) and by adding the following separate subparagraphs thereunder:

- "(B) The front eaves of all dwellings [whether site built, site installed, "stick built", or manufactured homes] shall be broken by the erection and/or construction of a front porch or gable.
- (C) The roof of all dwellings and all other buildings located on a lot shall be covered with either wood shingles or asphalt shingles or by such other comparable roofing materials as shall be approved in advance by the Architectural Control Committee.
- (D) All dwellings [whether site built, site installed, "stick built", or manufactured homes] shall be at least 23 feet in width upon completion thereof.

(E) All fences located upon a lot shall be of metal chain link construction or be constructed of wood, brick or stone.

(F) All nonresidential buildings shall be constructed of exterior materials which are the same as those which are utilized for the exterior of the dwelling located on such lot or with the prior approval of the Architectural Control Committee of materials which are more expensive than those utilized for such dwelling.

(G) All electrical distribution lines shall be located in underground trenches."

So that such paragraph, as amended, shall be constituted as follows:

"(6) Dwelling buildings and structures.

(A) All nondwelling buildings and structures erected or located upon any lot shall be of at least equivalent workmanship and materials as required herein for manufactured homes.

(B) The front eaves of all dwellings [whether site built, site installed, "stick built", or manufactured homes] shall be broken by the erection and/or construction of a front porch or gable.

(C) The roof of all dwellings and all other buildings located on a lot shall be covered with either wood shingles or asphalt shingles or by such other comparable roofing materials as shall be approved in advance by the Architectural Control Committee.

(D) All dwellings [whether site built, site installed, "stick built", or manufactured homes] shall be at least 23 feet in width upon completion thereof.

(E) All fences located upon a lot shall be of metal chain link construction or be constructed of wood, brick or stone.

(F) All nonresidential buildings shall be constructed of exterior materials which are the same as those which are utilized for the exterior of the dwelling located on such lot or with the prior approval of the Architectural Control Committee of materials which are more expensive than those utilized for such dwelling.

(G) All electrical and distribution lines shall be located in underground trenches."

Except to the extent herein specifically amended, the said declaration of covenants, conditions and restrictions shall remain unaltered, unchanged and unmodified and of full force and effect.

In witness whereof the undersigned has caused this instrument to be executed by its officers and its seal to be affixed hereon on this 31st day of May, 1991.

Signed, sealed and delivered in the presence of:

Leticia D. Sutton  
Patricia Crumley

NOTARY PUBLIC  
GEORGIA, TIFT COUNTY  
My Commission Expires: 4/20/92  
Notary Execution Date: 5/31/91  
[NOTARY SEAL]

GREEN INDUSTRIES, INC.

By: H. Glenn Gunn  
President

Attest: Rosa Gunn  
Secretary

[SEAL]

Signed, sealed and delivered in the presence of:

Leticia D. Sutton  
Patricia Crumley

NOTARY PUBLIC  
GEORGIA, TIFT COUNTY  
My Commission Expires: 4/20/92  
Notary Execution Date: 5/31/91  
[NOTARY SEAL]

AREA ONE REALTY, INC.

By: H. Glenn Gunn  
President

Attest: Sharon Peckall  
Secretary

[SEAL]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERBEND ESTATES SUBDIVISION  
OF LAND LOTS 249 AND 258 OF THE 6TH LAND DISTRICT  
TIFT COUNTY, GEORGIA

Vol 0368 page 319

STATE OF GEORGIA,  
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 1st day of February, 1990, by Green Industries, Inc. of Tift County, Georgia, [hereinafter "Owner"].

W I T N E S S E T H:

WHEREAS, Owner is the owner of the following described property:

All that tract or parcel of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lots 249 and 258 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

All Lot Numbers 1 thru 58 in Block A, Lot Numbers 1 thru 17 in Block B and Lot Numbers 1 thru 8 in Block C, all inclusive, of "Riverbend Estates Subdivision" according to a survey and plat made by Hampton and Associates, Land Surveyors, dated February 1, 1990, and recorded in Plat Book 14, page 292, Tift County, Georgia, public records to which plat and the record thereof reference is hereby made.

RECEIVED  
TIFT COUNTY  
CLERK'S OFFICE

1990 FEB - 2 PM 4:03  
CHANCELLER

WHEREAS, it is to the interest, benefit and advantage of Owner and to each and every person who shall hereafter purchase any lot within the said subdivision that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Owner and each and every subsequent owner of any of the said lots, Owner does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; with these covenants, conditions and restrictions becoming effective immediately under and through Owner and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building or dwelling unit of any nature shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height [exclusive of any basement] plus a private residence garage for motor vehicles and plus such residential accessory buildings.

As utilized herein the word "dwelling" shall mean any building, structure or unit utilized for, or designed to be utilized for, residential dwelling purposes.

2. ARCHITECTURAL CONTROL. No building, dwelling unit, fence, wall or other structure of any nature shall be constructed, located, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure upon the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.

3. MANUFACTURED HOMES. No manufactured home of any nature whatsoever shall be permitted, located or maintained upon any lot unless such unit (a) shall be of at least 800 square feet in size; (b) is manufactured in accordance with minimum FHA/VA standards applicable thereto by a company engaged in the commercial manufacture of manufactured homes; and (c) is not more than ten years old [based upon date of manufacture] as of the date such unit is first located upon such lot [provided that the Architectural Control Committee may, in its sole discretion, waive or modify any of such requirements if it determines, in its sole discretion, that the appearance and condition of any unit is such that the same is similar to other units then located in the subdivision with respect to which this instrument is applicable].

As utilized herein the term "manufactured home" shall mean a structure, transportable in one or more sections, which is built on a permanent chassis [that portion of a housing unit which provides support for the floor and foundation and is not designed to be removable at any time] and is designed to be used, when it is connected to required utilities, as a dwelling either with or without a permanent foundation.

4. UNDER-PINNED REQUIREMENTS. No manufactured home shall be permitted, located or maintained upon any lot unless the same is appropriately under-pinned with masonry, vinyl or aluminum skirting which totally encloses the entire area between ground level and the chassis of the unit.

5. SITE BUILT OR INSTALLED DWELLING. No site built, site installed or "stick built" dwelling shall be permitted, constructed or located upon any lot unless the same shall be at least 800 square feet of ground floor area, exclusive of open porches and garages, and is constructed of a quality of workmanship and materials equivalent to the requirements for manufactured homes described herein.

6. DWELLING BUILDINGS AND STRUCTURES. All nondwelling buildings and structures erected or located upon any lot shall be of at least equivalent workmanship and materials as required herein for manufactured homes.

7. MANUFACTURED HOME AND DWELLING COST AND QUALITY. No manufactured home or building designed for or utilized as a dwelling shall be permitted, located, allowed or maintained on any lot unless the

same shall have a value as of the time of the construction thereof or the location thereof on such lot, as the case may be, of less than \$12,000.00 based upon costs levels prevailing in Tift County, Georgia, on the date of this instrument, it being the intention and purpose hereof to assure that all manufactured homes and other buildings utilized as dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein.

8. BUILDING LOCATION. No building, manufactured home or dwelling shall be located on any lot nearer to the lot lines thereof than the minimum building setback lines shown on the recorded plat or nearer to lot lines than 30 feet in the case of front yard set back, 15 feet in the case of side yards set back and 30 feet in the case of rear yard set back. For purposes of this provision, eaves, steps, carports and open porches shall not be considered as a part of a building or manufactured home; provided however that this shall not be construed to permit any portion of a building or manufactured home to encroach upon another lot.

9. LOT AREA AND WIDTH. No dwelling or manufactured home shall be erected, placed, located or allowed upon any lot having a width of less than 80 feet or having an area of less than 8,000 square feet.

10. DIVISION OF LOTS. No lot shall be resubdivided without the prior written approval of the Architectural Control Committee.

11. DURATION OF CONSTRUCTION FOR SITE BUILT STRUCTURES. Upon commencement of construction of any structure or improvement [other than location of any manufactured home or modular housing unit] upon any lot, the owner of said lot shall cause construction work to proceed in a diligent manner so that construction work can be completed within a reasonable time. No lot owner shall allow or permit any construction to remain incomplete, after once commenced, for longer than one hundred eighty (180) days.

12. DURATION OF CONSTRUCTION AND LOCATION ACTIVITIES FOR MANUFACTURED HOMES. Upon commencement of the location of any manufactured home upon any lot, the owner of said lot shall cause the location of such manufactured home, including under-pinning, to proceed in a diligent manner so that such location can be completed within a reasonable time. No lot owner shall allow or permit any such location activities to remain incomplete, after once commenced, for longer than thirty (30) days.

13. EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

14. NUISANCES. No noxious or offensive activity shall be carried or permitted on upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.

15. TEMPORARY STRUCTURES. No structure of a temporary character and no travel type trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis.

16. SIGNS. Unless otherwise approved in advance in writing by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction.

17. 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.

18. ANIMALS. No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed or permitted to become a nuisance to the owner or occupants of any other lot in the subdivision. For purposes hereof the keeping of more than two (2) dogs shall be conclusively deemed to constitute a nuisance.

19. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the senses including the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment and facilities for either the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.

20. NON-OPERATABLE VEHICLES. No non-operatable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

21. LAWN MAINTENANCE. No weeds, underbrush or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or unkept.

22. WATER SYSTEMS. No individual wells or water supply system shall be permitted or allowed on any lot unless such system is designed, located, constructed and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

23. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted or maintained on any lot unless such system is designed,

located, constructed and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

24. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 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 extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of Henry Glenn Green, Kevin B. Green and H. Dane Green. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

26. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

27. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation or to recover damages.

28. SEVERABILITY. Invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

29. AMENDMENT. Owner, for and on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of

appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and year first above stated.

Signed, sealed and delivered  
in the presence of:

Teresa A. Sutton  
Dwana O. Colman

NOTARY PUBLIC  
GEORGIA, TIFT COUNTY  
My Commission Expires: 1/26/92  
Notary Execution Date: 2/1/90

[NOTARY SEAL]

GREEN INDUSTRIES, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

[SEAL]

"OWNER"