

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERSTONE SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by THO Associates.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Land Lots 186, 187, 194, and 195, 4th District, 2nd Section of Pickens County, Georgia, which property more particularly described in Exhibit "A" attached and made a part of this Declaration; and

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of said real property. Declarant further declares that this Declaration shall run with the title to said real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns, and to the benefit of the Association.

ARTICLE I

GENERAL COVENANTS AND RESTRICTIONS

1. APPLICATION. The covenants and restrictions contained in the Article I shall pertain and apply to all Lots and to all Structures erected or placed thereon.

2. ARCHITECTURAL CONTROL. Architectural control will be maintained by the subdivision developer. All structure and landscaping plans and specification must be submitted to and approved by the developer to insure conformity and harmony of external design and general quality with the existing standards of the neighborhood. As a minimum all dwellings must be at least 1400 square feet. No more than one out building is to be erected on any lot and if such structure is visible from street said structure must be of the same style and construction as the dwelling. Poured concrete or concrete block foundation walls where visible from street must be covered by brick, stucco or other material approved by the architectural control committee. Exterior finish above foundation walls must be approved by the architectural control committee. No modular or mobile homes will be permitted as a residence on any lot.

3. MAINTENANCE. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic.

4. RESTRICTION OF USE. Lots may be used for single-family residences only.

5. RESUBDIVISION OF PROPERTY. No Lot may be split, divided, or subdivided, for sale, resale, gift, or transfer.

6. SIGNS. No sign except on "For Sale" yard sign having a maximum face area of four square feet.

7. FENCES. No fence or wall of any kind shall be erected closer to the street than the front of the dwelling. Any front section of fence running parallel to the street or on a corner lot running parallel to side street must be solid fence of decorative design and not to exceed six feet in height.

8. ANTENNAE. No exterior television or radio antennae shall be placed, allowed or maintained upon any portion of a Structure or Lot except small television satellite disk (diameter) and disk shall not be visible from the street. No antennae shall be installed or used for the purpose transmitting electronic signals.

9. CLOTHESLINE, GARBAGE CANS, ETC. No clotheslines shall be permitted. All equipment and garbage cans shall be kept in garage or screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets.

10. PARKING AND RELATED RESTRICTIONS. No vehicles of any type whatsoever shall be permitted to park on the streets of the Development. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, habitable motor vehicle of any kind, or like equipment shall be permitted within view from the street on any Lot on a permanent basis.

11. RECREATIONAL EQUIPMENT. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot.

12. NONDISCRIMINATION. No Owner or person authorized to act for an Owner shall refuse to sell after receiving a bonafide offer, or refuse to negotiate for the sale or otherwise make unavailable or deny the purchase of any Lot to any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the law and shall remain in effect without any limitation in time.

13. ANIMALS. Any animal, including birds, insects, and reptiles, must be kept fenced, caged or on a leash. Animals must be household pets and must be for the residents use and not for commercial purpose. No animal shall be allowed to become a nuisance.

14. SOLID WASTE. No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

15. ZONING AND PRIVATE RESTRICTIONS. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

16. NEW HOME CONSTRUCTION. Those portion of the above restrictions which conflict with normal activity associated with new home construction shall be waived until all homes have been completed.