

Record and Return to:
Frank B. Turner, Jr., Esq.
Greer, Stansfield & Turner, LLP
P. O. Box 1617
Covington, Georgia 30015-1617

Cross Reference to:
Deed Book 2393, page 505, Office of the
Clerk of Superior Court of Newton County,
Georgia

DOCH# 010868
FILED IN OFFICE
09/09/2008 04:23 PM
BK:2644 PG:171-182
LINDA D. HAYS
CLERK OF SUPERIOR COURT
NEWTON COUNTY

INDEXED

STATE OF GEORGIA

COUNTY OF NEWTON

FIRST AMENDED AND RESTATED
PROTECTIVE COVENANTS
RIVER COVE MEADOWS – PHASE V

THAT WHEREAS, the undersigneds CLINE PROPERTIES & DEVELOPMENT, INC., a Georgia corporation (herein known as "Developer"), DAVID A. WARD, ANGELA GRANDISON-WARD, KISHA M. CHRISTIAN, LAWSON PREMIER HOMES, LLC, a Georgia limited liability company, PETER GENADRY, LOU ANNE GENADRY, THOMAS F. COOLEY, LuANN C. COOLEY and BRANCH BANKING AND TRUST COMPANY, a North Carolina state banking corporation are the owners of certain properties located in Land Lots 191, 194 and 195, 1st Land District, Newton County, Georgia, known as PHASE V OF RIVER COVE MEADOWS, as more particularly shown and indicated on that Final Subdivision Plat for River Cove Meadows Phase V prepared by Louie D. Patrick, Georgia RLS No. 1757, dated October 16, 2006 and recorded at Plat Book 46, page 124, Newton County, Georgia records; and

WHEREAS, Developer did previously place of record against said property certain Protective Covenants dated February 23, 2007 and recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia at Deed Book 2393, page 505, *et, seq.*; and

WHEREAS, Developer wishes to amend certain provisions of said covenants to allow for equestrian uses on said property; and

WHEREAS, Developer has previously conveyed certain lots within said property to third parties; and

WHEREAS, the current owners of those certain lots previously conveyed by Developer wish to join in execution of this agreement for the purpose of evidencing their agreement to the amendments contained herein.

NOW THEREFORE, for and in consideration of the premises, \$10.00 in hand paid and certain other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged,, Developer and the undersigneds do hereby covenant and agree as hereinafter provided, to wit:

I. LAND USE AND TRACT SIZE:

A. All lots or parcels to which these covenants are applicable shall be used for single-family residential and equestrian purposes in accordance herewith only and no lot shall be re-subdivided and no more than one dwelling per lot.

B. No temporary house, shack, tent, mobile or modular home shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes. All homes shall be constructed on said property. No move-in homes shall be allowed unless written permission is secured from the Developer in advance.

C. Without limiting the generality of provision I.A. hereinabove, no lots may be used for schools or kindergartens, day care centers, commercial businesses including establishments commonly referred to as traditional home businesses, commercial livestock (other than horses as otherwise permitted hereby) or kennel operations. Home office and equestrian occupations may be permitted so long as same meets all of the following requirements: (1) all requirements for such in the Newton County Zoning Ordinance; (2) the occupation does not require any exterior signage; (3) it does not require any outside storage; (4) it does not require the parking of any commercially marked vehicle, trailer or other equipment, and (5) it does not involve the employment of more than one person not otherwise a resident of the lot.

II. PROPERTY MAINTENANCE REQUIREMENTS:

A. No building or structure upon any lot shall be permitted to fall into disrepair, but the same shall be kept in good condition, adequately painted and otherwise finished. In the event any owner shall permit any property covered hereby to grow up in underbrush or other unsightly or excessive grass growth (except undisturbed areas), Developer may go upon the property and cut and mow same and may bill property owner for such services at usual and customary rates.

B. Owners of any lot shall be responsible for damage done by their contractors or agents to the rights of way and shoulders of road while a home or other improvements are being constructed on their lot, and shall use due diligence at all times to prevent such damage.

III. BUILDING LOCATION:

A. No building shall be located nearer to a street or sideline than indicated by the building line restriction shown on the recorded plat and in no event shall any structure be located within 75 feet of a public roadway or within 30 feet of any adjacent property line. For purposes of these covenants, eaves, steps and open porches not covered by a roof structure shall not be considered part of a building; provided, however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved herein. Provided, however, that in the event it shall become impracticable because of unusual topography or shape of a lot to conform to the required setback lines, the Developer reserves the right to approve a reasonable variance there from for that individual lot only, which approval shall be given by the Developer in writing.

B. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade or drainage of surrounding lots. No rocks, gravel, topsoil or clay shall be excavated or removed from any property other than on the approximate footprint of the dwelling to be constructed unless approval in advance by the Developer in writing. Trees will not be removed except for a specific functional purpose.

IV. DWELLING SIZE AND QUALITY:

A. Dwelling Size: One-story dwelling buildings erected on any lot shall each have not less than 2,800 square feet of heated space, and two-story buildings shall each have not less than 3,000 square feet of heated area with no less than 1,500 square feet on the ground level. This floor space requirement shall be exclusive of any space in garages, porches and/or finished basements. Areas having a ceiling height of less than eight feet shall not be included in the calculation of square footage under this paragraph, nor shall any areas not completed prior to occupancy of the residence.

B. Architectural Approval: No building, including tool sheds, storage facilities, barns, horse enclosures, horse sheds and greenhouses, or driveways and drive entrances providing access thereto, and/or mailboxes, shall be erected, placed, altered, or permitted to remain on said land until the building plans,

elevations, specifications of construction methods with plot plans showing the location of such buildings, have been approved in writing by the Developer, their heirs or assigns, as to conformity and harmony of external finishes, color, design, safety and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of the Developer.

If the Developer fails to approve or disapprove a complete submission of such plans and specifications in writing within thirty (30) days after same have been received by them, such plans and specifications shall be deemed to be approved. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the written consent of the Developer. All mailboxes installed must be included in the plans and approved in advance by the Developer. Not less than 14 days prior to the commencement of construction of any dwelling or other building on the property, each property owner shall be required to have a pre-construction conference with the Developer at the site including the proposed builder or contractor commencing construction for the property owner.

C. Prohibited Building Materials: Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

No houses shall be constructed on a concrete slab.

Vinyl or aluminum siding may not be used except in soffits and overhangs.

D. Garages and Carports: All residents shall be required to have at least an attached, enclosed double garage and such garages shall be required to have garage doors, which shall be kept closed when not in use. No garage shall open facing a street on the front of the house, unless approved in writing by the Developer.

E. Driveways: The location and construction of driveways and the elevations and dimensions of culverts or drainage structures must be approved in writing by the Developer prior to installation. Additionally, any entrance gates or other driveway improvements constructed within the bounds of the public rights-of-way or outside the building line of each lot shall be approved by the Developer prior to construction. Driveways shall be surfaced with asphalt, concrete or other surface approved by the Developer. Mailboxes and gateway structures must not be located within two (2) feet of street paving.

F. Roofs: No light-colored roofs shall be allowed on any house.

G. Condition at Time of Occupancy: Before any house can be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer; all of the yard which is visible from the street must be properly maintained and the driveway surface must be either paved or of other surface approved by the Developer. All residences must be landscaped in accordance with the landscape plan prior to occupancy (excepting only large planting delayed by seasonal requirements) and the entire landscape plan (including all seasonally-affected plantings) completed within twelve (12) months of occupancy. When any lot owner shall commence construction of a dwelling, the outside of said dwelling shall and will be finished within six (6) months after the date building permit was issued.

H. Equestrian Structures. Barns, loafing sheds and riding rings for storage and use in equestrian operations will be permitted only in accordance herewith. All such structures must be located between the residence and the furthest property line from the nearest public road unless written permission is secured from the Developer in advance. All fencing for horse enclosures shall be four (4) board wooden fencing with 4" x 6 " wooden posts on 8 foot spacing. Fencing may be left natural, painted black or brown stain with approval of Developer.

V. Nuisances:

A. **Refuse Disposal:** No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities, including, but not limited to, manure accumulation, shall be carried on upon any lot nor shall anything be done thereon which shall constitute a nuisance. Garbage containers shall be enclosed and located in areas not visible from public roadways.

B. **Vehicles:** All trailers or recreational vehicles, trucks other than small vans, and boats or boat trailers shall be parked as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto the tract for the purposes of dismantling same for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner. No trucks or commercial vehicles shall be stored or parked on any lot except while engaged in transporting to or from a residence in the Subdivision.

C. **Animals:** . Horses shall be allowed on any lot in Phase V provided that such lot, when combined with any adjacent lot under common ownership, either in Phase V or any adjacent phase of River Cove Meadows, shall total at least four (4) acres. No more than two (2) horses per acre shall be raised, kept or otherwise maintained. Acreage contained within any adjacent lot in an adjacent phase of River Cove Meadows in which horses are not permitted shall not be counted as acreage in the horse per acre calculation. No other animals, including split hoof animals, chickens or other fowl, but excepting household pets, may be raised, kept or otherwise maintained on any tract. Household pets must be kept under restraint and not allowed to wander about at will or to make objectionable noise or constitute a nuisance or inconvenience to the owners of other tracts. No animals other than dogs and cats shall access any lake or stream nor may any watering holes be cut into the banks or any lakes or streams or within 25 feet of any lake or stream.

D. **Firearms:** The discharge of firearms, including air guns or "bb" guns within the subdivision is strictly prohibited.

E. **Hunting:** The hunting of birds or animals within the subdivision with weapons of any type including but not limited to firearms, bows, arrows, or other projectile devices is strictly prohibited.

VI. DRAINAGE AND/OR OTHER EASEMENTS:

A. Easements are reserved to the undersigned, its heirs and assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the ten (10) feet of each parcel or lot abutting its lines, to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built on this land. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements designated herein, or as may be shown on any plat of record in which reference is made to these covenants.

B. Owners of individual lots within the subdivision shall be fully responsible for the control of drainage and runoff from their property, and will also be responsible for erosion and sedimentation control for land disturbing activities conducted thereon.

VII. ZONING:

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the provision more restrictive, in the reasonable opinion of Developer, shall apply.

VIII. MISCELLANEOUS:

A. **Fencing:** Fencing may be permitted if the location and materials to be used shall have been approved in advance by the developer.

The installation of chain link or other metal fencing will only be permitted if the following requirements are met:

- (1) Its primary purpose is a relatively small enclosure for permitted household pets;
- (2) It is constructed exclusively of a black or dark green material;
- (3) It is fully screened by a vegetative planting approved by developer, and
- (4) It is not visible from any existing or planned right of way within the subdivision.

B. Clothes Lines and Air Conditioners: Clothes lines and window mounted air conditioners will be permitted only if they are not visible from the street.

C. Signs: No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except signs advertising the property for sale which have no exterior dimension exceeding 30 inches.

D. Propane Tanks: Propane tanks will only be permitted in fully installed underground and in a location that is not visible from the street.

E. Satellite Dishes and Communication Structures: No satellite dishes and/or exterior communication structures may be installed if the installation is visible from any public roadway, and all such installations must be approved as to both design and installation by the Developer.

F. Tractors, Mowing Equipment and Large Vehicles: All equipment, including but not limited to tractors, mowing equipment, their accessories, and vehicles larger than ¼ ton pickup trucks which remain overnight on lots within the subdivision shall be stored in fully enclosed spaces so as not to permit them to be visible from the street or adjacent neighboring lots.

IX. GENERAL PROVISIONS:

A. Non-Waiver by Developer: The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed to have been made unless expressed in writing and signed by Developer.

B. Invalidation of a Covenant: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

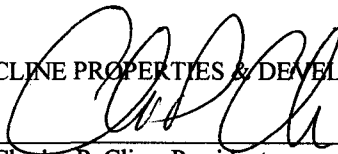
C. Discretion of Developer: The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein by up to 15 percent of the stated minimum if, prior to construction of a dwelling, the purchaser of a lot obtains written approval of the construction plans from the Developer. Developer covenants and agrees with all lot purchasers that any variations permitted hereunder shall be limited to circumstances which will not, in the reasonable opinion of Developer, reduce the value of other lots and improvements thereon.

D. Enforcement: If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of lots as presently subdivided on the above referenced recorded plat, and subject to these covenants, to prosecute any proceeding at law, or in equity, against such violator to prevent or recover damages for such attempt or violation.

E. Term: These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of twenty years unless the requirements of OCGA 44-5-60 relating to termination thereof shall have been fully complied with.

F. Right to Inspect: Developer reserves the right to enter upon each of the properties which are the subject of these covenants upon reasonable notice to the owner thereof and at reasonable hours for inspections to determine whether or not the restrictions and covenants contained herein are being fully complied with.


IN WITNESS WHEREOF, the undersigneds have hereunto set their hands and seals to these Protective Covenants, .

CLINE PROPERTIES & DEVELOPMENT, INC.


Charles P. Cline, President (SEAL)

Signed, sealed and delivered
In the presence of:

Date of Execution: 9/3/2008

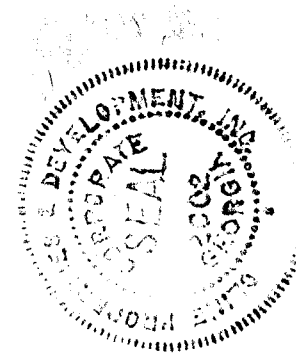
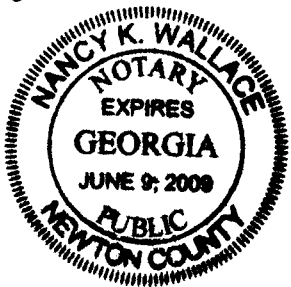


Witness



Nancy K. Wallace Notary Public

SIGNATURES CONTINUED ON FOLLOWING PAGE



SEAL AFFIXED

CORPORATE SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

[Signature]

Witness

Leonard Amoruso

Notary Public

[Signature]

DAVID A. WARD

Date of Execution: 8.28.08

Signed, sealed and delivered
In the presence of:

[Signature]

Witness

Leonard Amoruso

Notary Public

[Signature]

ANGELA GRANDISON-WARD

Date of Execution: 8.28.08

SEAL AFFIXED
LEONARD AMORUSO
Notary Public, State of New York
No. 4993772
Qualified in Nassau County
Commission Expires March 23, 2010

LEONARD AMORUSO
Notary Public, State of New York
No. 4993772
Qualified in Nassau County
Commission Expires March 23, 2010

SIGNATURES CONTINUED ON FOLLOWING PAGE

SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

Kisha Butcher
KISHA M. CHRISTIAN

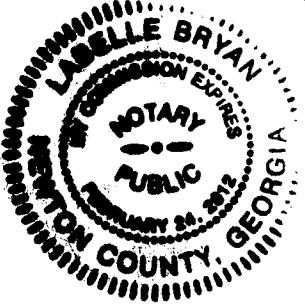
[Signature]

Witness

Date of Execution: 8/12/08

[Signature]
Notary Public

SIGNATURES CONTINUED ON FOLLOWING PAGE



SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

LAWSON PREMIER HOMES, LLC

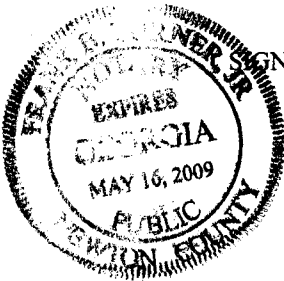
Nancy K. Wallace
Witness

BY: [Signature]
AS ITS: W. Lawrence Kelly Sr.
Manager

[Signature]

Date of Execution: 8-9-08

Notary Public



SIGNATURES CONTINUED ON FOLLOWING PAGE

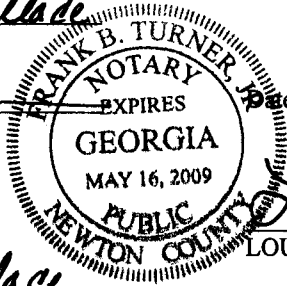
SEAL AFFIXED

SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

Peter Genadry
PETER GENADRY

Nancy K. Wallace
Witness



Date of Execution: Aug 18, 2008

[Signature]
Notary Public

Signed, sealed and delivered
In the presence of:

Lou Anne Genadry
LOU ANNE GENADRY

Nancy K. Wallace
Witness

Date of Execution: Aug 18, 2008

[Signature]
Notary Public

SIGNATURE RESTORED ON FOLLOWING PAGE



SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

Nancy K. Wallace
Witness

SEAL AFFIXED

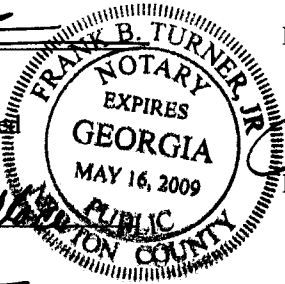
Thomas F. Cooley
THOMAS F. COOLEY

[Signature]
Notary Public

Date of Execution: 8/26/08

Signed, sealed and delivered
In the presence of:

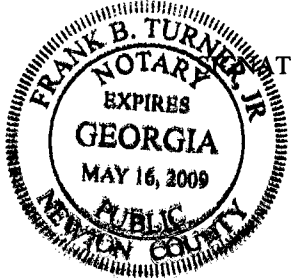
Nancy K. Wallace
Witness



Luan C. Cooley
LUANN C. COOLEY

[Signature]
Notary Public

Date of Execution: 8-26-08



ACTURES CONTINUED ON FOLLOWING PAGE

SEAL AFFIXED

Signed, sealed and delivered
In the presence of:

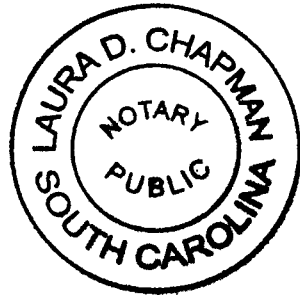
BRANCH BANKING AND TRUST COMPANY

Tom L Smith
Witness

Sandra L. Dingshof
BY:
AS ITS: Vice President

Laura D. Chapman
Notary Public exp 6-7-2014

Date of Execution: 8/26/08



SEAL AFFIXED