DECLARATION OF RESTRICTIONS FOR RIVER'S EDGE RV PARK

This Declaration of Covenants, Condition, and Restrictions for River's Edge RV Park, Inc. is made this 30th day June, 2002, by River's Edge RV Park, thereafter referred to together with their successors-in-title who come to stand in the same relation to the property as its predecessor did as "Declarant".

WITNESSETH

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Exhibit "A" property mutually beneficial restriction under a general plan of improvement and development for the benefit of all owners of property within River's Edge RV Park. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property as is now or may hereafter be submitted to this Declaration.

The Declarant's present intention, stated here for information of present intent only and not as a warranty or representation of a future fact, is to develop or allow others to develop River's Edge RV Park with recreation motor vehicle camping accommodations. Additionally, the Declarant reserves the option, in Declarant's sole discretion, to add commercial space which may or may not be subjected to the jurisdiction of the Association as defined herein and the terms of this declaration. This Declaration and By-Laws recorded herewith set out the method of administration for the River's Edge RV Park.

Now, therefore, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on the parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successor-in-title, and assigns, and shall inure to the benefit of each owner thereof.
Article I
Definitions

Section 1. "Additional Property" shall mean all that property and any as may be adjacent to or contiguous with the Exhibit "A" Property (or Property made a part of River's Edge RV Park which may be added to the River's Edge RV Park community in accordance with the terms of Article VI of this Declaration, Property shall be deemed to be adjacent to or contiguous with property made a part of River's Edge RV Park if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Association" shall mean and refer to the River's Edge Owners Association, Inc., a Georgia Nonprofit Corporation Act and law.

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation, its successors and assign.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the River's Edge RV Park, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation.

Section 6. "Lot" shall mean a plotted portion of the Properties, other than the Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or any portion of the Properties. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of an accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 7. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 8. "Mortgage" include a deed to secure debt, deed of trust, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust, or mortgage.

Section 9. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 10. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.
Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the Owner of a Lot on which Commercial Space exists shall be the record owner, whether one or more persons or entities, of the Commercial space. The Owners of the lot on which a cooperative, if any, is located shall be shareholders whose interests shall be allocable as their leasehold interest might otherwise be allocable.

Section 12. "Person" means a natural-person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Phase" shall mean the increments of property (1) described in Exhibit "A" and, (2) subjected to this Declaration by any Amendments or Supplemental Declarations, each such described property being a separate Phase.

Section 14. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by Amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the association.

Section 15. "Camping Unit" shall mean any portion of the Properties intended for use and occupancy as a camping accommodation by a single household. The term "CAMPING Unit" shall not include any Commercial Space, including, but not limited to retail store and rental or reservation centers, which might be subject to all or part of this Declaration, unless otherwise designated by Declarant or for the purpose provided in Article VII, Section I.

Section 16. "Recreational Vehicle" shall mean any of the following: Modern travel trailers; motor homes; converted buses will be allowed if converted at factory, all excluding, however, mobile homes, park models, any trailers with peaked roofs, any trailers designed as permanent living quarters and home made vehicles. Older small house trailers manufactured without holding tanks and 12 volt electric Systems are not to be considered recreational vehicles. A recreational vehicles as defined above shall be moveable under their own power or by being towed by a standard truck, not an "eighteen wheeler." A "pop-up" or tent like camper or folding campers are not Recreational Vehicles as defined herein and are specifically forbidden.

Section 17. "Commercial Space" shall mean any portion of the Properties which may be designated by the Declarant for use for commercial purposes, including, but not limited to, retail stores, rental centers, or reservation centers. In the sole discretion of Declarant, Declarant may submit Commercial Space to all or some of the provisions of this Declaration by a Supplemental Declaration or by amendment, and Declarant hereby expressly reserves the right and option, but not the obligation, to submit such commercial Space to all, any or a part of the provisions of this Declaration. The reservation of this right and option shall include, but not be limited to, the Declarant's reserved right for so long as the Class "B" member shall exist to grant easements, rights of ingress and egress, use right, and other similar rights of Owners over and to any of (lie Common Area or other Properties to the Owners of the
Commercial Space, their business invitees and Declarant's assigns. By exercise of this right and option, Declarant may give owners of Commercial Space and their business invitees the same rights given to Owners within the River's Edge RV Park under this Declaration. Commercial Space made a part of River's Edge RV Park shall be in the sole discretion of Declarant aesthetically compatible with the overall construction of the community.

ARTICLE II
Property Rights

Section 1. General. Every Owner, and every owner of Commercial Space, if any, shall have a right to restriction, limitation, or provisions contained in this Declaration. Such right and easement may be exercised by the Owner, or Commercial Space Owner, as the case may be, and the members of such Owner's family and his or her tenants, licensees and invitees, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, and Commercial Space, if so created, subject to the following reservations, rights, and provisions:

(a) The right of the Association to suspend an Owner's or a Commercial Space Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as may be made a part of the Properties against said Owner's or Commercial space Owner's, Lot or property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) The right of the Declarant or the Association, with the approval of Declarant, to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the River's Edge RV Park, all as benefit the Additional Property or the Properties or any portions thereof;

(c) The right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, (2) acquiring additional Common Area, or (3) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Areas; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, any other person, or the holder of any mortgage or deed of trust irrespective of when executed, given by Declarant or any Owner encumbering any Lot, Camping Unit, or other property located within River's Edge RV Park;

(d) The easement right of Declarant and its successors and assigns to enter and travel upon, over and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purpose of
completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance the marketing of property. Lots, or Camping Units located or to be located on the Properties or Additional Property;

(e) The reserved easement and right of Declarant, invitees and guest of declarant, the River's Edge RV Park, its invitees and guest, and the then current members of the River's Edge RV Park, present and future, to enter and travel upon, over, and across the Common Area for the purpose of accommodating the use of the River's Edge RV Park facilities by such persons; and

(f) The reserved easement and right in Declarant, and assigns of Declarant who may own all or any portion of the Property that may possibly be annexed to this Declaration to use and enjoy the Common Area; such right and easement being in gross to declarant but assignable (by Declarant) to any and all of those owners of all or any portion of property as might be annexed to the Declaration.

Section 2. Owners Right to Ingress, Egress Use and Support: Every Owner, and every owner of Commercial Space, if any, (and their business invitees), shall have the right of ingress and egress over, upon and across the Common Area necessary for access to his or her Lot or Camping Unit and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Residential Unit.

Section 3. Easement of Encroachment. If any portion of the imposements constructed on the Common Area encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, to an extent greater than five (5) feet, no such easement shall exist.

Section 4. Use of Common Areas. Other then for the right of ingress and egress and the normal intended use as interpreted by the Declarant, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Declarant in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 5. Acknowledgment of Rights of Use. Each Owner, each Owner of Commercial Space, if any, and each member of the Association, by acceptance of a deed or contract for deed to any Lot or Camping Unit in River's Edge RV Park, is deemed to accept the
reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

Section 6. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarant, including but not exclusive of the septic and water systems.

Section 7. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights or use, easements, permits, privileges, or licenses existing in Declarant, its successors and assigns, the members of the River's Edge RV Park, or the invitees of Declarant or such member in a manner differently than the Association's rules affect or treat its Class "A" members. Copies of such regulations and amendments thereto shall be furnished at least ten days prior to the effective date, by placing a copy of the proposed rules and/or regulations, in a central location at River's Edge RV Park, by the Association to all Owners, the Declarant, and the River's Edge RV Park. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule, or requirement is specifically overruled, cancelled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its rules, and monetary fines may be collected for violations of its rules, and monetary fines may be collected by lien and foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 8. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on upon such portion of the properties as the Declarant may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model lots, camping units, and sales offices, so long as construction on or offering for sale by Declarant of all or any portion of the Properties or Additional Property, including Lots and Camping Units, continues. The right to include specifically the right to use Lots and Camping Units owned by Declarant as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area. Furthermore, Declarant reserves the right, during installation of streets or other facilities, as shown on any Subdivision Plat or plat of any Phase, to enter onto any Lot or Lots for the purpose of disposing of excavation, if necessary, whether of not the Lot or Lots have been conveyed to and/or contracted for by any other Owner or Owners.

Section 9. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of the Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible
personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 10. Easements for Utilities Etc. There is hereby reserved to the Declarant for as long as Declarant's right to annex Additional Property exists and thereafter to the Association, the power to grant blanket easements upon, across, over and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided this easement shall not authorize entry into or physical damage to any structure as might exist unless owned by Declarant if the Declarant is so acting or the Association if the Association is so acting. In furtherance of this easement, from and after such time as the Association is empowered as referred to herein, the Board shall, upon written request of Declarant, grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A" or the Additional Property. In addition, Declarant reserves the easements and rights-of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant determines to install in, across, and/or under the Properties; provided, however, Declarant reserves the right to relocate, make changes in and additions to the above easement for the purpose of most efficiently and economically installing the improvements.

Section 11. Assignment of Declarant Rights. Declarant may assign its rights as Declarant to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property or Additional Property for the purpose of development and sale. Declarant, however, unless otherwise specifically assigned, shall, so long as it owns any interest in the River's Edge RV Park, retain all Class "B" votes despite any such transfer or assignment.

ARTICLE III Association Membership and Voting Rights

Section 1. Membership Subject to Section 2 of this Article. Every person who is the record owner of a fee or undivided fee interest in any Lot or Commercial Space that is subject to this Declaration shall have a Membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned; provided, however, to the right for multiple owners to exist subject, however, to the right of the Board of Directors to regulate and limit use by multiple Owners. In the case of any Commercial Space, including a rental or leasehold facility, all occupants shall have use and easement rights, while in occupancy, coextensive with Class "A" members. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse.
Section 3. Voting. The Association shall have three (3) classes or memberships, Class "A", Class "B", and Class "C".

(a) Class "A". Class "A" members shall have all Owners, with the exception of the Class "B" and "C" members. Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. It is expressly understood that each lot shall have a collective one (1) vote, which is a singular vote representing all parties interest in that one lot.

(b) Class "B". The Class "B" member shall be the Declarant. Termination of the Class "B" vote, as below provided for, the Class "B" member shall be entitled to three (3) times the total number of then existing Class "A" and Class "C" votes. The Class "B" membership shall terminate upon the happening of the earlier of the following:

(i) One hundred twenty (120) days after seventy-five percent (75%) of the Lots contemplated to be part of River's Edge RV Park have been conveyed to purchasers other than affiliates of Declarant;

(ii) When, in its discretion, the Declarant so determines; or

(iii) Ten (10) years following conveyance of the first Lot in River's Edge RV Park to a purchaser other than on affiliate of Declarant.

From and after the happening of these events, which ever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1 hereof.

(c) Class "C". Class "C" members shall be the Owners of any Commercial Space (other than the Association) which may be subject to the terms of this Declaration. Class "C" members shall have such memberships, voting rights and additional rights as may be delineated in any Supplemental Declaration subjecting such space to this Declarant.

Section 4. Other Facilities.

(a) Every Owner of a Lot or member of the Association, by acceptance of a deed thereto or interest therein does thereby acknowledge that there may exist, in the general vicinity of the River's Edge RV Park, facilities in which rights of use may be offered on a fee or non-fee basis to Owners of Lots in the River's Edge RV Park as well as to those not owning property in the River's Edge RV Park. The Owners of the Lots in the River's Edge RV Park, by acceptance of a deed or interest therein, acknowledge that ownership of a Lot or interest in the River's Edge RV Park contemplated herein does not entitle such Owner or the Association to any proprietary membership or equitable interest in the River's Edge RV Park facilities.
Declarant's present intention, stated here for information purposes only, and not as a warranty or representation of a future fact, is that no such facilities presently exist, nor are any such facility presently contemplated. Notwithstanding the foregoing, however, Declarant has the right but not the obligation, to offer any such facility to the Association for purchase at the prevailing market price as determined by the Declarant and thereafter, if the Association does not agree to purchase such facilities within fifteen (15) days of the receipt of the offer to sell, the Declarant may sell or convey such facilities as Declarant in its sole discretion may determine. In the event of purchase by the Association, any such conveyance shall not disrupt existing use rights as might exist in the facility and any such conveyance and existence of existing use rights subject to payment of fees as may be adjusted.

ARTICLE IV Association Powers and Responsibilities

A. In General.

Section 1. Common Area. The Association, subject to the rights of the Owners, Owners of Commercial Spaces, set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or contemplated.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof (inclusive of Park maintenance, i.e. lawn maintenance, garbage or refuse disposal, etc.) and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal accounting services necessary or desirable in connection with the operation of the Properties or enforcement of this Declaration. The Declarant and Association may, but shall not be required to arrange as an Association expense with other to furnish trash collection, security, cable television, and other common services to each Lot, Residential Unit, or Commercial Space within River's Edge RV Park.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of it's Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 4. Power to Contract. The Association may, acting through its Board of Directors, contract with any other residential or commercial Association, Parcel, or neighborhood within or adjacent to River's Edge RV Park to provide services and/or perform services on behalf of such other association, Parcel, or neighborhood.

Section 5. Enforcement of Restrictions. The Association shall have the right and power
to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 6. Power to Assess. The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the association.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-laws, or its Articles of Incorporation and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

B. Maintenance:

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other floor, structures, and improvements situated upon the Common Area.

Section 2. Owner's Responsibility. Subject to Article X hereof, the maintenance responsibility of an Owner or of an owner of Commercial Space shall be as follows:

(a) All maintenance of Lots or Camping Units, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owners of such Lot or Camping Unit.

(b) All maintenance of Commercial Space, if any, shall be the responsibility of the owner of such Commercial Space unless identified in a supplemental Declaration or other Applicable Declaration or Covenants as being the responsibility of another party or entity.

(c) In the event the Board of Directors of the Association determines that (i) any Owner or owner of Commercial space has failed or refuses to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility the Association hereunder is caused through the willful or negligent act of an Owner, an owner of Commercial Space, his or her family, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner or owner of Commercial Space written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the
maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to pay such amount claimed; or, in the event such maintenance or repair is to the owner's Camping Unit, Lot or Commercial Space complete said maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner or owner of Commercial Space does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such person's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot or Commercial Space of such party.

C. Insurance and Causality or Liability Losses.

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority, but shall not be required, to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board may, but shall not be required to, obtain a public liability policy applicable to the Common Area covering the association, its officers, directors, members, and agents. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the common expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Area shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

(b) Exclusive authority to adjust losses under policies in force on any portion of the Properties, including the Common Area, obtained by the association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of directors hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the association shall be primary.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be distributed as follows:
(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 12 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2 (a) hereof.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association and the Declarant shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination whether the damage or destruction shall be repaired-or-reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective owner or owners in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association's members, levy a special assessment
against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Additional assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Section 5. Lot Owner's Responsibility. By virtue of taking title to a Lot or to Commercial Space, each Owner of a Lot or owner of Commercial Space covenants and agrees with all other Owners and Owners of Commercial-Space and with the Association to carry all risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots or the Commercial Space. Each Owner or Owner of Commercial Space, if any, further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any structure located on a Lot or any Commercial Space, he or she shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Camping Unit or Commercial Space structure is totally destroyed or rendered uninhabitable or unusable and the owner thereof determines not to rebuild or reconstruct, then that owner shall clear that Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The obligation of a Lot Owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an association of owners on his behalf.

ARTICLE V
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, then the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is complete, than such restoration or replacement is complete, than such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.
ARTICLE VI Annexation of Additional Project

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time at any time until ten (10) years from the date this Declaration is recorded in Union County, Georgia, Official Records to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Property, whether in fee simple or leasehold, by filing in the Union County, Georgia, Real Property Records, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein. Such amendment may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least that part of said Additional Property to which such right, privilege, and option is assigned; and provided, further, such assignment shall not remove Declarant's right, option and privilege to annex.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members present or represented by proxy at a meeting duly called for such purpose, and of the Declarant, the Association may annex real property other than the Additional Property, and following the expiration of the right in Section 1, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Union County, Georgia, Official Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be specified in the By-Laws of the Association for regular or special meetings, as the case may be.

ARTICLE VII
Assessments

Section 1. Creation of General Assessment. There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors. General Assessments shall be levied against all Lots subject to this Declaration and shall be used to pay expenses determined by the Board to be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Properties as a whole, including but not, limited to, maintenance and insurance of the Common
Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The General Assessment levied against and payable by Lot shall be determined by multiplying the established General Assessment equal to an amount determined as if one (1) Camping Unit were located thereon, and further provided a camping Unit located on Commercial Space shall only pay that portion of their annual General Assessment equal to the portion of the expired year that such a unit has been occupied.

Section 2. Creation of Parcel Assessment. There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots within particular Parcels of the Properties for whose benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a restrictive Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one General Assessment. Parcel Assessments established in one Parcel do not need to be equal to parcel Assessments established In another Parcel.

Section 3. Creation of the Lien and personal Obligation of Assessments. Each Owner of a lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) Annual assessments or charges, including General and Parcel Assessments;

(b) Special assessments, such assessments to be established and collected as hereinafter provided; and

(c) Specific assessments against any particular Lot or Residential Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article II, Section 7, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents; the assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors. The declarant and/or the Association shall have an easement to go on or about the property of the Lot owner to terminate services, including water, septic, and garbage disposal for the Lot owner's failure to pay the Association assessments. The above said easement shall be available
without liability, either criminally or civilly, to either the Association or declarant


(a) The initial annual general assessment shall be THREE HUNDRED and $0/100 DOLLARS ($300.00). The initial general assessment shall be due at closing and be itemized on the settlement statement as a collected fee payable to declarant, their heirs or assigns. The initial general assessment shall be pro-rated for the percent of ownership during the year of purchase. The annual general assessment shall be due and payable on January 1st of each year with late fees and penalties, if any attaching on February 15, 2002, unless otherwise provided for by the declarant or Association.

(b) It shall be the duty of the Board at least forty-five (45) days prior to the commencement of a fiscal year to prepare a budget covering estimated costs of operating the association and the Properties during the coming year. The budget shall separately list General and Parcel Assessments, if any. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all members at a central location on the Properties to least twenty (20) days prior to the meeting. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible vote and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget and assessments in effect for the current year shall continue for the succeeding year.

(c) Despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed an increase greater than ten percent (10%) over that assessment charged for the preceding year.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a special Assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote; provided so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant.

Section 6. Effect of Nonpayment of Assessments; Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten ($10.00) Dollars or ten (10%) percent of the initial assessment amount owed, whichever is greater; provided, if the Board does not determine a late fee, the late fee shall be the maximum amount hereby authorized.
Section 7. **Commencement of Assessment.** Notwithstanding anything herein to the contrary, any and all assessments provided for in this Declaration shall commence against a respective Lot as in this section provided. Any and all assessments shall commence at the earlier to occur of the following: (i) at the time of conveyance of a Lot by the declarant to an Owner or (ii) one (1) year from the date such Lot is subject to the terms of this declaration; provided, however, if any such lots remain unsold and unused for their intended purpose by Declarant at the end of such year, all lots owned by Declarant is subjected to the terms of this Declaration except that the annual assessment for such lots shall be Twenty Five Dollars ($25.00) per lot, and such lots shall become subject to the full assessment from the date of conveyance of such a Lot to an Owner other than the Declarant.

**ARTICLE VIII**

**Mortgagees' Rights**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in River's Edge RV Park. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and in the By-Laws of River's Edge Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders", as hereinafter defined.

Section 1. **Payment of Taxes.** First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees mailing such payments shall be owed immediate reimbursement therefore from association.

Section 2. **No Priority.** No provisions of this Declaration or the By-Laws give or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 3. **Notice of Default.** Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Camping Unit in which such mortgagee has an Interest or any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

**ARTICLE IX**

**General Provisions**

Section 1. **Coverage and Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the
properties for a term of twenty (20) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years each, unless within sixty (60) days before the commencement of any such ten (10) year period, these covenants holding at least seventy-five percent (75%) of the Class "A" votes, seventy-five percent (75%) of the Class "C" votes, and if existing, the approval of the Class "B" member and such instrument is recorded.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments, plus the consent of the Class "B" member. Any amendment must be recorded among the Official Records of Union County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the Assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration needs to be lent by a lender who holds a loan secured by property subjected to this Declaration, Declarant, without need of a membership vote, may make and adopt such amendments.

Section 3. Variances and Waiver of Restrictions. So long as permitted by Georgia Law and so long as Declarant owns any Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the property or any part thereof.

Section 4. Merger and Subdivision of Lots. There shall be no merger or subdivision of lots.

Section 5. Corrective Plats. Until the time a Lot or Camping Unit within a respective parcel or Phase is transferred by the Declarant to another, (an affiliate of Declarant, or a holder of a first mortgage), no Owner of any Lot or Camping Unit shall have any rights whatsoever to the continuation of any covenants, conditions, or restrictions on such parcel or Phase as contained herein or as may be imposed, expressly or implied or expressed. In furtherance thereof, until the time a Lot or Camping Unit within a respective Parcel or Phase is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions, or restrictions or may take whatever steps it deems necessary or desirable to avoid the implication of such existing.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of this rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after
the death of the last survivor of the now living descendants of George Bush, Former President of the United States.

Section 8. Reservation From Lot Conveyance. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting some for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected the right to; maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 9. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

ARTICLE X

Use Restrictions

Section 1. Annoyance or Nuisances. No notorious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood, or which interferes with the reasonable quiet enjoyment of other Lot owners use of their respective lots, or which shall increase the rate of insurance. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden. No grease, cooking oils or animal fats may be poured upon the grounds of any lot. No outdoor lights shall exceed 150 watts or be a maximum of eight (8) feet above ground.

a) No generators of any type may be used as they are construed as an annoyance or nuisance under this Section. Generators may be used solely for the purpose of supplying power when there are power outages.

Section 2. Recreational Vehicle Use and related Structures Only Residential Use Forbidden). Subject to Declarant’s reserved rights herein, all lots shall be recreational vehicle lots and shall be used for no purpose other than recreational vehicle (camping) purposes. The construction of permanent residential structures is expressly prohibited. All other permanent structures are prohibited except as provided for herein. No mobile homes or recreational vehicles shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 3. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is
customary in connection with the general sale of Property.

Section 4. **Oil and Mining Operations.** No oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 5. **Storage and Disposal of Garbage and Refuse.** Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 6. **Unlicensed Motor Vehicles.** No unlicensed motor vehicles shall be allowed on the Properties. No motorbikes, motorcycles, motor scooters, all terrain vehicles, or other vehicles of that type shall be operated on the Properties, except for the sole purpose as a means of motorized transport ingress and egress from public roads to the individual lot. Electric golf carts will be allowed.

Section 7. **Pets.** No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind) may be kept on any Lot. Note: Only two (2) pets per camper. Said pets shall be leashed at all times and when not on owners property the owner shall pick up after the pet. Should such pets become a nuisance in the opinion of the Declarant or the Board, they must be removed from the Properties. No pets are to run at-large.

Section 8. **Drainage.** Natural drainage of streets, Lots, or roadway ditches will not be impaired by any person. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through the street ditches.

Section 9. **Limitation On Number of Recreational Vehicle Units.** No more than one recreational vehicle will be permitted on any Lot.

Section 10. **Exterior Maintenance.** All recreational vehicles which are maintained on any lot must be in good condition, and painted and maintained on the exterior.

Section 11. **Outside Installations.** No hedges shall be permitted in excess of forty-eight (48) inches in height. No outdoor clothes poles, clothes lines, walls, mailboxes, nor radio and/or television antennae shall be permitted on any Lot except that radio and/or television antennae designed for recreational vehicle use are permitted.
Section 12. Storage Buildings Permitted. Notwithstanding any other provision hereof, it is expressly provided that each lot may have constructed thereon one (1) storage unit not to exceed ten (10) feet by twelve (12) feet or one with a thirteen (13) feet by 15 feet maximum roof width and length including porches, overhangs and eaves, with a maximum roof peak of thirteen feet. The storage building must be made of wood and wood frame with metal roofing (green in color) or composition shingles, said shingles must be green in color. Such building must be completed within 30 days of commencement of construction.

Section 13. Storage Rules. There shall be no loose storage under the recreational vehicle. No moveable personal property shall be permitted to remain on any such lot when the site is not In use except for the following Items: (a) tables, chairs, benches, portable barbeque, lawn mowers and other like portable personal property; and (b) a close or non-rusting metal (e.g. aluminum) awning which is attached to the recreational vehicle while in use, provided, however, that no sides may be attached to the awning.

Section 14. Outside Toilets Prohibited. No outside toilet, outhouse, individual sewage or waste disposal system, whether of a permanent or temporary nature, shall be permitted on any lot.

Section 15. Individual Wells Prohibited. No individual well shall be permitted on any lot.

Section 16. Carports Prohibited. No "carports" or "similar structure" shall be constructed or maintained on any lot. A "similar structure" shall specifically include, but shall not be limited to, a roof or other structure constructed to shelter a recreational vehicle.

Section 17. Restrictions on Dangerous Activities, (a) No burning of wood, leaves, trash, garbage, or other refuse shall be permitted without a "burning permit" secured from the Association, (b) No open fire of any kind shall be permitted on any campsite except within the confines of a masonry fireplace of approved design, a barbeque pit of approved design, a clear space of ground encircled with large stones and in an approved manner, a metal cooking device of approved design, and all such fires must be attended at all times and thoroughly extinguished upon completion of use. (c) No hunting or shooting of firearms, permitted within the property boundaries, (d) No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the property boundaries, and, furthermore, vehicles must observe speed restrictions and noise limitations, as established from time to time, throughout the property, (e) There shall be no swimming in common areas, lakes or ponds or the like.

Section 18. No Camping on Common Property. No camping shall be permitted in any area designated as common property, streets, or service driveways.

Section 19. Parking. No vehicle shall be parked on or along any street or service driveway or common property, except as such areas may be, from time to time, so designated for parking. No commercial trucks shall be parked for storage at any time on any lot except during deliveries, or servicing, with the exception of trucks designed and equipped for camping.
uses. No vehicle shall be parked at any time within ten (10) feet of the top of what are commonly known as Nottley River bank's edge. Encroachment into this area by a resident's recreational vehicle will subject the vehicle's owner to a twenty dollar ($20.00) fine for each and every day that the violation continues.

Section 20. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between and provision of any such governmental code, regulation ore restriction and any provision of the Declaration, the more restrictive provision shall apply.

Section 21. Entry Law Enforcement Officials. Law Enforcement Officers of the Union County Sheriff's Department shall have the right to enter upon and to patrol the private streets within the property and to enforce thereon all applicable county ordinances; the Georgia Motor Vehicle Code; and Provisions of the Georgia Criminal Code; however, said, Law Enforcement Officials shall not have the duty to enforce such ordinances and laws and shall do so at its sole option and at such times and on such occasions as it deems necessary.

Section 22. Digging. There shall be no digging upon any lot without permission from the Owners Association with the exception of planting flowers or plants, fence posts or deck posts. Any digging as allowed in the Section shall not encroach upon or interfere in any manner whatsoever with underground Utilities.

Section 23. Decks. All decks must be constructed of either pressure treated lumber, cedar lumber or redwood lumber, and construction must be completed within 30 days from commencement of construction.

IN WITNESS WHEREOF we have signed our names and affixed our seals this 30th day of June, 2002.

RIVER'S EDGE RV PARK, INC.
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 79-98, 16th District, 1st Section, Union County, Georgia containing 20.573 acres as shown on a plat of survey by Baukmght & Associates, Inc. dated May 24, 2000, recorded in Plat Book 49, Page 4, Union County records, which description is incorporated herein by reference and made a part hereof. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 160, Page 531, Union County records.

The property is subject to a Boundary Line Agreement as recorded in Deed Book 146, Page 479, Union County records.

The property is subject to the road easements as shown on said plat.

The property is subject to the 100 year Hood plain as shown on said plat.
STATE OF GEORGIA  
COUNTY OF UNION  

RE: Restrictions dated June 30, 2002  
Recorded in Deed Book 425, Pages 235-257,  
Union County records.  

AMENDMENT TO DECLARATION OF RESTRICTIONS  

KNOW ALL MEN BY THESE PRESENTS:  

That the Owners of the property described below by their presence hereby make, declare and impose  
upon the referenced parts of the property described the following Amendment to_restrictions, by  
their signatures below, which shall be and constitute running with the land and shall be binding  
derunder it, and each and all subsequent purchasers, their heirs, personal representatives, successors and  
assigns of said property or any part, parcel or portion thereof, described as follows:  

All that tract or parcel of land lying and being in Land Lot 79-98, 16th District, 1st Section,  
Union County, Georgia containing 20.573 acres as shown on a plat of survey by Bauknight &  
Associates, Inc. dated May 24, 2000, recorded in Plat Book 49, Page 4, Union County  
records, which description is incorporated herein by reference and made a part hereof.  

The undersigned parties agree to amend the Declarations of Restrictions set forth as follows:  

(1) A section—shall be added to Article X - Use Restrictions of the Declarations of restrictions  
recorded in Deed Book 425 pages 235-257, Union County records and shall read as follows:  

Section 24: All fences shall be constructed of wood up to fifty-four inches (54") in height.  
Section-25: All gas/propane containers shall not exceed one hundred ten (110) gallons  
and/shall be completely enclosed inside a fence as set forth in Section 24 above.
Except as amended herein the provisions of Article I - Section 1 through Article X - Section 23, inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

IN WITNESS WHEREOF, the undersigned hereby sets their hands and seals this 5th day of September 2002.

. RIVER'S EDGE RV PARK, INC.

State of Georgia
COUNTY OF UNION

RE: Restrictions dated June 30, 2002
Recorded in Deed Book 425, Pages 235-257,
Union County records and Amendment dated
September 5, 2002, Recorded in Deed Book 431,
Pages 318-319, Union County records.

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of the property described below by their presence hereby make, declare and impose upon the referenced parts of the property described the following Amendment to Restrictions, by their signatures below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in Land Lot 79-98, 16th District, 1st Section, Union County, Georgia containing 20.573 acres as shown on a plat of survey by Bauknight & Associates, Inc. dated May 24, 2000, recorded in Plat Book 49, Page 4, Union County records, which description is incorporated herein by reference and made a part hereof.

The undersigned parties agree to amend the Declarations of Restrictions set forth as follows:
(1) The provisions of ARTICLE X, Section 2 of the Declarations of Restrictions recorded in Deed Book 425 pages 235-257, Union County records is hereby deleted in its entirety and in lieu thereof, said Section 2 of Article X shall read as follows:

Section 2. Recreational Vehicle Use and related Structures Only Residential Use Forbidden. Subject to Declarant's reserved rights herein, all lots shall be recreational.
vehicle lots and shall be used for no purpose other than recreational vehicle (camping) purposes. The construction of permanent residential structures is expressly prohibited. All other permanent structures are prohibited except as provided for herein. No mobile homes or recreational vehicles shall be used on any lot at any time as a residence, either temporarily or permanently. No metal or other man made skirts for a recreational vehicle shall be permitted.

(2) The provisions of ARTICLE X, Section 7 of the Declarations of Restrictions recorded in Deed Book 425 pages 235-257, Union County records is hereby deleted in its entirety and in lieu thereof, said Section 7 of Article X shall read as follows:

Section 7. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind) may be kept on any Lot. Note: Only two (2) pets per camper. Said pets shall be leashed at all times and when not on owners property the owner shall pick up after the pet. Should such pets become a nuisance in the opinion of the Declarant or the Board, they must be removed from the Properties. No pets are to run at-large. Enclosures, permanent and/or portable, shall not be constructed or allowed on any lot for the purpose of containing pets.

(3) The provisions of ARTICLE X, Section 12 of the Declarations of Restrictions recorded in Deed Book 425 pages 235-257, Union County records is hereby deleted in its entirety and in lieu thereof, said Section 12 of Article X shall read as follows:

Section 12. Storage Buildings Permitted. Notwithstanding any other provision hereof, it is expressly provided that each lot may have constructed thereon one (1) storage unit not to exceed ten (10) feet by twelve (12) feet or one with a thirteen (13) feet by 15 feet maximum roof width and length including porches, overhangs and eaves, with a maximum roof peak of thirteen feet. The storage building must be made of wood and wood frame with metal roofing (green in color) or composition shingles, said shingles must be green in color. Such building must be completed within 30 days of commencement of construction. No storage boxes or lean-to's shall be on the ground slab or attached to a storage building.

(4) The provisions of ARTICLE X, Section 24 of the Declarations of Restrictions recorded in Deed Book 425 pages 235-257, Union County records, as amended in Deed Book 431, Page 318 is hereby deleted in its entirety and in lieu thereof, said Section 24 of Article X shall read as follows:

Section 24. Fences: All fences shall be constructed of wood, stockade or picket style, not to exceed up to fifty-four inches (54") in height. Boundary fences shall be split rail cedar, cypress or locust not to exceed forty-eight inches (48") in height and no more than two (2) rails in height. No other type of fencing shall be allowed with the exception of a small chain or cable to be used as a driveway barrier. Fences may be used around electric and sewer connections.

(5) The provisions of ARTICLE X, Section 25 of the Declarations of Restrictions recorded
hereby deleted in its entirety and in lieu thereof, said Section 25 of Article X shall read as follows:

Section 25. Gas/Propane Containers: All gas/propane containers shall not exceed one hundred twenty,(120) gallons and shall be completely enclosed inside a fence as set forth in Section 24 above.

Except as amended herein the provisions of Article I - Section 1 through Article X - Section 25, inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

IN WITNESS WHEREOF, the undersigned hereby sets their hands and seals this 13 day of November, 2002.

Sworn to and subscribed before me

this 13 day of November, 2002.
Notary Public My commission expires:

RIVER’S EDGE RV PARK, INC.
By: [Signature]

[Notary Public Seal]