

NORTH RIVER CROSSING
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

2471 123

THIS DECLARATION made this 28th day of October, 1982,
by LIBERTY LIFE INSURANCE COMPANY, a South Carolina corporation
(hereinafter sometimes called "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property
described as follows and hereinafter sometimes called "the Property":

All that tract or parcel of land lying and being in Land
Lot 347 of the 6th District of Gwinnett County, Georgia, being
more particularly described as follows:

Beginning at a point on the easterly r/w of Graywood
Trace (50' r/w) a distance of 140.0 feet southerly from the
intersection formed by the easterly r/w of Graywood Trace
(50' r/w) and running thence N82 41'30"E a distance of 175.0
feet to a point; running thence S47 28'30"E a distance of 220.0
feet to a point; running thence S32 19'30"E a distance of 386.0
feet to a point; running thence S03 19'30"E a distance of 245.0
feet to a point; running thence S51 23'30"W a distance of 88.0
feet to a point; running thence S60 53'W a distance of 573.0
feet to a point; running thence S55 28'30"W a distance of 50.2
feet to a point; running thence S59 40'30"W a distance of 177.3
feet to a point; running thence N32 32'30"W a distance of 1,317.0
feet to a point; running thence S73 38'30"E a distance of 300.0
feet to a point; running thence S87 51'E a distance of 290.0 feet
to a point; running thence N70 42'30"E a distance of 110.0 feet
to a point; running thence N18 58'30"E a distance of 100.0 feet
to a point; running thence N89 28'30"E a distance of 152.0 feet
to a point on the westerly r/w of Graywood Trace (50' r/w); running
thence N88 00'30"E a distance of 50.02 feet to the easterly r/w of
Graywood Trace (50' r/w) and the point of beginning; said property
containing 22.50 acres and is known as North River Crossing-Unit
Three. *See 3049-417*

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
NOV 23 2 23 PM '82
RECORDED BY 2471
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DATE 11-23-82
O. HILLMAN PRESBYTERIAN CLERK

WHEREAS, Developer desires to provide for the preservation of values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property: and,

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the Property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in North River Crossing to create covenants and restrictions for the overall benefit of the entire development;

NOW THEREFORE, in consideration of said benefits to be derived by Developer and subsequent owners of said Lots, the undersigned does hereby establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to all of said Lots shown on the aforesaid plat, and only to such Lots and shall also be to no other property of the Developer, except as hereinafter set forth, becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

ARTICLE I

Definitions

Section 1. "Lot" means any numbered plot of land comprising a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, now or hereafter made subject to this Declaration.

Section 2. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as securities for the performance of any obligation.

Section 3. "Person" means an individual, corporation, partnership, trust or any other legal entity.

Section 4. "Developer" means Liberty Life Insurance Company, a South Carolina Corporation, or any successor-in-title to the said Liberty Life Insurance Company to all or some portion of the Property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

Section 5. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 6. "North River Crossing" means that certain residential community known as North River Crossing which is being developed on real property now owned by Developer in Gwinnett County, Georgia, together with such additions hereto as may from time to time be designated by developer.

Section 7. "Mortgage" means chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

ARTICLE II

Restrictions and Covenants

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

1. Residential Use of Property. All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any builder of homes, in North River Crossing from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvements and sale of property in North River Crossing; further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

2. Architectural Control Committee. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in North River Crossing have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Developer. At such time as all of the Lots in North River Crossing have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify all the record owners of Lots in North River Crossing to that effect, and, thereupon, the Developer's right and obligations as the Architectural Control Committee shall forthwith terminate; and, thereafter, the record owners of a majority of the Lots in North River Crossing shall have the right, power and authority through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act. Notice to the record owners by Developer under this provision shall be in writing and shall be deemed given if delivered at the Lot of each of the record owners.

3. Review and Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be required. Neither Developer, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control

Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

5. Setback and Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the recorded plat thereof. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the recorded plat thereof.

(b) Walls and Fences: No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be retaining walls or masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, Paragraph 3. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad

ties, or veneered with brick or natural stone.

(c) Subdivision of Lots: One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined.

(d) Terraces, Eaves and Detached Garages: For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.

6. Building Requirements. The ground floor living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall be not less than 1,000 square feet for a one-story dwelling; nor less than 1,000 square feet overall enclosed existing or future living space of two stories or more, including split-level dwellings.

7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

8. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

9. Use of Outbuildings and Similar Structures. No structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure

of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

10. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

11. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

12. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in

13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. After the owner closes his sale and loan on any lot in Forest, thereafter, the only signs permitted on his Lot will be a professional sign for identification purposes, or a sign to rent or sell said property of a type used by Brokers in the Atlanta area, with the usual wording, and such sign shall not be more than two feet on each side, this is to say said sign shall not contain more than four square feet, and only one sign shall be permitted on each lot. The Developer reserves the right to, and the owners do hereby agree, that in the event any such sign is not satisfactory to the Developer, the Developer may at his option notify the owner in writing, and the sign will be removed and will be replaced with a sign furnished by the Developer, showing that the property is

either for sale, or for rent, the agent, and his or the owner's phone number. This is intended to include banners, signs on cloth, paper, cardboard or other materials.

14. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clothelines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried.

15. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property other than customary antennae which do not exceed ten (10') feet in height above the roof-ridge line of any house. In no event shall free standing transmission or receiving towers be permitted.

16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages.

17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee.

18. Changing Elevations. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

19. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State agencies.

20. Water System. Water shall be supplied through municipal system or type approved by appropriate State agencies.

21. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewerage systems, within this proposed area, which may be in variance with these restrictions.

22. Model Homes. Developer, as well as any builder of homes in North River Crossing shall have the right to construct and maintain model homes on any of the Lots.

23. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over six (6') feet of each side line of each Lot and over the rear ten (10') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

25. Other Property. Without further assent or permit, Developer, for itself, its successors and assigns, hereby reserve the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of North River Crossing by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

26. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives,

...cessors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of agreeing to change said covenants and restrictions in whole or in part.

27. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by all of the owners of record, other than Developer, of lots within North River Crossing, and also by Developer, if Developer then owns any Lots in North River Crossing, during the initial 20-year period of this Declaration, or thereafter by at least the owners of all of the Lots in North River Crossing. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. The written consent thereto of any mortgage holder affected thereby filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

28. Enforcement. Each Lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

29. Lending Requirements. These restrictions may be altered or changed by the Developer, if required by any Federal, State or Municipal law or regulation which may now, or hereafter create any conflict herewith, the effect of which would hinder or hamper the rights of homeowners within the community, or the marketability of commercial paper including notes and deeds to secure debt, taken in connection with the financing of homes to be built upon the above described property.

IN WITNESS WHEREOF, the Developer, Liberty Life Insurance Company, has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

LIBERTY LIFE INSURANCE COMPANY

Executed and declared
in the presence of:

By: *Robert C. Harris*
Robert C. Harris, Vice President

Joan B. Curtis
Witness

Attest:

Mary Lou Brown
Notary Public

Antlyn M. Angelotti
Assistant Secretary