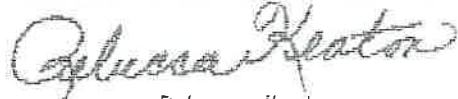


Deed Book 15758 Pg 4146
Filed and Recorded Jun-23-2020 11:43am
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Real Estate Transfer Tax \$0.00
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Rebecca Keaton

Clerk of Superior Court Cobb Cty. Ga.

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Fidelity National Title Insurance Company
Attn: Laura W. Kaltz
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Atlanta, Georgia 30339
190774 GA

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Page 3073, Cobb County, Georgia
Records

AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

RIVERVIEW LANDING

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP OWNERS ASSOCIATION, BUT DOES NOT SUBMIT THE DEVELOPMENT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, ET SEQ. OR THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERVIEW LANDING

-TABLE OF CONTENTS-
Page Number

ARTICLE 1 DEFINITIONS.....	1
1.1 "ANNUAL ASSESSMENT"	1
1.2 "ARTICLES OF INCORPORATION"	2
1.3 "BOARD OF DIRECTORS" OR "BOARD"	2
1.4 "BYLAWS"	2
1.5 "COMMON PROPERTY"	2
1.6 "DECLARANT"	2
1.7 "DEVELOPMENT PERIOD"	2
1.8 "DEVELOPMENT-WIDE STANDARD"	2
1.9 "IMPROVEMENT" OR "IMPROVEMENTS"	2
1.10 "MASTER ASSOCIATION"	3
1.11 "MEMBER"	3
1.12 "MORTGAGE"	3
1.13 "MORTGAGEE"	3
1.14 "MULTI-FAMILY UNIT"	3
1.15 "OCCUPANT"	3
1.16 "OWNER"	3
1.17 "PARCEL"	3
1.18 "PARCEL ASSESSMENT"	4
1.19 "PARCEL ASSOCIATION"	4
1.20 "PARCEL DECLARATION"	4
1.21 "PUBLIC RESTROOM AND STORAGE ROOM"	4
1.21 "PERSON"	4
1.22 "RESIDENTIAL UNIT"	4
1.23 "SPECIAL ASSESSMENT"	4
1.24 "SPECIFIC ASSESSMENT"	4
1.25 "SUPPLEMENTARY DECLARATION"	4
1.26 "RIVERVIEW LANDING"	4
1.27 "TOTAL ASSOCIATION VOTE"	4
1.28 "UNIT"	5
1.29 "VOTING DELEGATE"	5
ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION	6
2.1 PROPERTY HEREBY SUBJECTED TO THIS DECLARATION	6
2.2 ANNEXATION BY DECLARANT	6
2.3 ADDITIONAL COVENANTS, RESTRICTIONS AND EASEMENTS	6
2.4 OTHER ANNEXATION	6
2.5 WITHDRAWAL OF PROPERTY	7
2.6 PARCEL DECLARATIONS	7
ARTICLE 3 MASTER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	7
3.1 MEMBERSHIP	7
3.2 ALLOCATION OF VOTES	7

3.3 VOTING	8
3.4 NOTICE OF VOTING DELEGATE AND BOARD MEMBERS	8
3.5 POWERS OF MASTER ASSOCIATION RELATING TO PARCEL ASSOCIATIONS	8
ARTICLE 4 ASSESSMENTS	9
4.1 PURPOSE OF ASSESSMENTS	9
4.2 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.....	9
4.3 ADOPTION OF BUDGET	10
4.4 ANNUAL ASSESSMENTS	10
4.5 PARCEL ASSESSMENTS	11
4.6 SPECIAL ASSESSMENTS	12
4.7 SPECIFIC ASSESSMENTS	12
4.8 PAYMENT OF MASTER ASSOCIATION ASSESSMENTS BY PARCEL ASSOCIATIONS	13
4.9 SUBORDINATION OF LIENS TO MORTGAGES	13
4.10 REMEDIES OF THE MASTER ASSOCIATION	13
4.11 DATE OF COMMENCEMENT OF ASSESSMENTS	14
4.12 BUDGET DEFICITS DURING DECLARANT CONTROL	15
4.13 FAILURE TO ASSESS	15
4.14 ESTOPPEL LETTER	15
ARTICLE 5 MAINTENANCE; CONVEYANCE OF COMMON PROPERTY TO MASTER ASSOCIATION	15
5.1 MASTER ASSOCIATION'S MAINTENANCE RESPONSIBILITY	15
5.2 OWNER'S MAINTENANCE RESPONSIBILITY	16
5.3 FAILURE OF OWNER OR PARCEL ASSOCIATION TO MAINTAIN.....	17
5.4 CONVEYANCE OF COMMON PROPERTY TO MASTER ASSOCIATION; NO IMPLIED RIGHTS.....	17
5.5 PARTITION	18
5.6 CONDEMNATION.....	18
5.7 LIMITATION OF LIABILITY	18
5.8 PATHWAYS ON THE MULTI-FAMILY TWO PARCEL	19
5.9 PUBLIC RESTROOM AND STORAGE ROOM	19
ARTICLE 6 ARCHITECTURAL STANDARDS	19
6.1 GENERAL.....	19
6.2 GUIDELINES AND PROCEDURES	19
6.3 ARCHITECTURAL GUIDELINES	20
6.4 LIMITATION OF LIABILITY	20
6.5 NO WAIVER.....	21
6.6 VARIANCES	21
6.7 ENFORCEMENT	21
6.8 ARCHITECTURAL REVIEW BY DECLARANT.....	22
6.9 EXEMPTION FOR RESIDENTIAL UNITS GOVERNED BY PARCEL ASSOCIATION.....	22
ARTICLE 7 USE RESTRICTIONS AND RULES	23
7.1 RULES AND REGULATIONS	23
7.2 USE OF PROPERTY	23
7.3 SIGNS	24
7.4 VEHICLES AND PARKING	24
7.5 ANIMALS AND PETS	25
7.6 NUISANCE	26
7.7 ANTENNAE	26
7.8 TREE REMOVAL.....	27
7.9 DRAINAGE	27
7.10 IRRIGATION.....	27

7.11 SIGHT DISTANCE AT INTERSECTIONS	27
7.12 MECHANICAL EQUIPMENT, GARBAGE CANS, TRASH CONTAINERS, TANKS, ETC.	27
7.13 SUBDIVISION OF PARCEL AND UNIT	28
7.14 FENCES	28
7.15 UTILITY LINES	28
7.16 LIGHTING	28
7.17 ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS	28
7.18 ENERGY CONSERVATION EQUIPMENT	28
7.19 PROPERTY MAINTAINED BY THE MASTER ASSOCIATION	29
7.20 USE OF TRADENAME	29
7.21 STORMWATER DETENTION PONDS, CREEKS AND STREAMS	29
7.22 BUFFER AREAS	29
ARTICLE 8 INSURANCE AND CASUALTY LOSSES	30
8.1 INSURANCE ON COMMON PROPERTY	30
8.2 INDIVIDUAL INSURANCE	30
8.3 DAMAGE AND DESTRUCTION -- INSURED BY MASTER ASSOCIATION	31
8.4 DAMAGE AND DESTRUCTION -- INSURED BY OWNERS	31
ARTICLE 9 EASEMENTS	32
9.1 GENERAL	32
9.2 EASEMENTS FOR ENCROACHMENT AND OVERHANG	32
9.3 EASEMENTS FOR USE AND ENJOYMENT	32
9.4 EASEMENTS FOR UTILITIES	33
9.5 EASEMENT FOR EMERGENCY ENTRY	33
9.6 EASEMENT FOR MAINTENANCE	34
9.7 EASEMENT FOR ENTRY FEATURES AND STREETSCAPES	34
9.8 CONSTRUCTION AND SALE PERIOD EASEMENT	34
9.9 EASEMENT FOR DRAINAGE	35
9.10 EASEMENT FOR CONSTRUCTION OF THE PUBLIC RESTROOM AND STORAGE ROOM	35
9.11 EASEMENT FOR POND	35
ARTICLE 10 GENERAL PROVISIONS	35
10.1 ENFORCEMENT	35
10.2 OCCUPANTS BOUND	36
10.3 SELF-HELP	36
10.4 DURATION	37
10.5 TERMINATION OF RIGHTS OF DECLARANT	37
10.6 AMENDMENT	37
10.7 GENDER AND GRAMMAR	39
10.8 SEVERABILITY	39
10.9 NOTICES	39
10.10 CAPTIONS	39
10.11 NO MERGER	39
10.12 LITIGATION	40
10.13 PREPARER	40
10.14 CONTRACTS EXECUTED DURING DECLARANT CONTROL	40
10.15 NO DISCRIMINATION	40
10.16 SECURITY	40
10.17 INDEMNIFICATION	41
10.18 SUCCESSOR DECLARANT	41
10.19 DISPUTE RESOLUTION	41
10.20 NOTICE OF SALE OR ACQUISITION OF MULTI-FAMILY UNIT	42
10.21 IMPLIED RIGHTS	42
10.22 VARIANCES	42

10.23 CUMULATIVE EFFECT; CONFLICT42

10.24 DISCLOSURES.....42

EXHIBITS

- EXHIBIT "A" -- PROPERTY SUBJECT TO THE DECLARATION
- EXHIBIT "B" -- PROPERTY WHICH MAY BE UNILATERALLY SUBJECT TO THE DECLARATION BY
DECLARANT
- EXHIBIT "C" -- BYLAWS OF RIVERVIEW LANDING OWNERS ASSOCIATION, INC.
- EXHIBIT "D" -- MULTI-FAMILY ONE PARCEL
- EXHIBIT "E" -- MULTI-FAMILY TWO PARCEL
- EXHIBIT "F" -- RIVERFRONT COMMON PROPERTY
- EXHIBIT "G" -- PLAN DEPICTING PATHWAYS ON THE MULTI-FAMILY TWO PARCEL
- EXHIBIT "H" -- PLAN DEPICTING POND

AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERVIEW LANDING

THIS AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERVIEW LANDING ("Declaration") is made effective as of this 19 day of June, 2020, by **TAC-RW LOT 2 LLC**, a Georgia limited liability company (hereinafter called "Declarant") and **RIVERVIEW LANDING OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter called the "Association");

W I T N E S S E T H

WHEREAS, TAC-RW Lot 1, LLC, TAC-RW Lot 2, LLC, TAC-RW Lot 3, LLC and Prestwick Riverview, LLC collectively own the real property described in Exhibit "A" hereof;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration which provides for a general plan for the development and improvement of Riverview Landing in an orderly manner with appropriate architectural, landscaping, construction, development and maintenance controls to maintain the value, aesthetic appearance and architectural harmony of Riverview Landing during and after development; and to provide for the subjecting of other real property to the provisions of this Declaration;

WHEREAS, Declarant previously subjected the real property described in Exhibit "A" attached hereto to that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing made effective as of February 1, 2018, and recorded in Deed Book 15512, Page 3073, of the Cobb County, Georgia Records (the "Original Declaration"); and

WHEREAS, Section 10.6(c) of the Original Declaration provides that the Original Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Voting Delegates holding at least two-thirds (2/3) of the Total Association Vote and during the Development Period, the consent of Declarant; and

WHEREAS, Declarant and the undersigned Owners constitute all of the Voting Delegates in Riverview Landing and hold all of the votes in the Association; and

WHEREAS, the Declarant and the other owners of the real property described in Exhibit "A" attached hereto desire to amend and restate in its entirety the Original Declaration as more particularly provided herein.

NOW, THEREFORE, Declarant hereby (i) amends, restates, replaces and supersedes in its entirety the Original Declaration so that from and after the effective date of this Declaration, the Original Declaration shall terminate and no longer burden or benefit any of the real property described in Exhibit "A" attached hereto, and the Original Declaration shall have no further force or effect whatsoever, and (ii) declares that the real property described in Exhibit "A" attached hereto, shall be held, sold, transferred, conveyed, used, occupied and encumbered subject to the covenants, conditions, restrictions and easements, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Article 1
Definitions

The following words, when used in this Declaration, or any Supplementary Declaration shall have the following meanings:

1.1. "Annual Assessment" means assessments levied on all Parcels and Units to fund the estimated costs of operating the Master Association in a given year, as more particularly described in Section 4.4 hereof, which shall include, but not be limited to, those expenses incurred for insuring, maintaining, repairing, replacing and operating the Common Property.

1.2. "Articles of Incorporation" means the Articles of Incorporation of Riverview Landing Owners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.3. "Board of Directors" or "Board" means the appointed or elected body of the Master Association vested with the authority to operate and manage the affairs of the Master Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, *et seq.*

1.4. "Bylaws" means the Bylaws of Riverview Landing Owners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.5. "Common Property" means any and all real and personal property, including, without limitation, easements and other interests therein, and the Improvements located thereon, now or hereafter owned by the Master Association for the common use and enjoyment of the Owners.

1.6. "Declarant" means **TAC-RW LOT 2, LLC**, a Georgia limited liability company, and its successor, successor in title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of rights of Declarant hereunder. Any or

all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons; provided, however, no transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Cobb County, Georgia land records.

1.7. "Development Period" means the period of time during which the Declarant owns any portion of Riverview Landing or has any outstanding warranty obligations related to Riverview Landing. Declarant may terminate the Development Period by recording a written instrument to that effect in the Cobb County, Georgia land records.

1.8. "Development-Wide Standard" means the standards of quality with respect to the maintenance and operation of Riverview Landing which are at least equivalent to the standards of quality with respect to the aesthetics, maintenance, and operation existing in and maintained at first-class multi-family and residential developments located within the Atlanta, Georgia metropolitan area. Such standard may be more specifically determined by the Board of Directors, but must be consistent with the Development-Wide Standard originally established by the Declarant or articulated in the Architectural Guidelines established pursuant to Section 6.5(a) hereof and/or the Multi-Family Architectural Guidelines established pursuant to Section 6.5(b) hereof. Notwithstanding anything to the contrary in this Section 1.8, the Board shall not create or modify any Development-Wide Standard that exclusively affects, or the result of which adversely affects, the rights of the Owner of the Multi-Family One Parcel or the Owner of the Multi-Family Two Parcel to develop, construct, use or operate their respective Parcels or to otherwise use the Common Property (including, without limitation, the right of the Multi-Family One Parcel Owner or the Multi-Family Two Parcel Owner to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or any enclosed dog park within Riverview Landing, unless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner have consented in writing to the same.

1.9. "Improvement" or "Improvements" means and includes any and all structures and other man-made improvements, changes or additions to a Unit, Parcel or other property within Riverview Landing, including, but not limited to the following: (a) the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); (b) storage sheds or areas; (c) roofed structures; (d) parking areas; (e) fences; (f) lines and similar tethers or enclosures; (g) walls; (h) irrigation equipment, apparatus' and systems; (i) landscaping (including cutting of trees); (j) hedges; (k) mass plantings; (l) mass grading; (m) poles; (n) driveways; (o) streets; (p) sidewalks; (q) ponds; (r) lakes; (s) storm water drainage and retention/detention facilities; (t) entry features; (u) changes in grade or slope; (v) site preparation; and (w) changes in any exterior color or shape of existing Improvements. The definition of Improvements includes both original Improvements, all later changes to such Improvements and the construction, addition or alteration of new Improvements.

1.10. "Master Association" means Riverview Landing Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.11. "Member" means a member of the Master Association pursuant to Section 3.1 hereof.

1.12. "Mortgage" means any and all instruments used for the purpose of encumbering real property in Riverview Landing as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.13. "Mortgagee" means the holder of a Mortgage.

1.14. "Multi-Family One Parcel" means the real property described in Exhibit "D" attached hereto.

1.15. "Multi-Family Two Parcel" means the real property described in Exhibit "E" attached hereto.

1.16. "Multi-Family Two Parcel Amenities" the dock and kayak/canoe launches installed by the Multi-Family Two Owner on a portion of the Common Property reserved for the exclusive use of Owners and Occupants of the Multi-Family Two Parcel, as more particularly set forth in Section 9.11(a) hereof.

1.17. "Multi-Family Unit" means any Unit which is designated for multi-family use on the Multi-Family One Parcel or the Multi-Family Two Parcel.

1.18. "Occupant" means any Person occupying all or any portion of a Parcel or Unit, as the case may be, for any period of time, including, without limitation, the Owner and any tenant of the Owner.

1.19. "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Parcel or Unit located within Riverview Landing, excluding, however, a Mortgagee. The term Owner shall refer to the owner of a particular Unit and the term Owners shall refer collectively to the owners of all Units.

1.20. "Parcel" means each separately developed and denominated residential area within Riverview Landing, whether or not governed by a Parcel Association (as defined below), in which the Owners of Units may have common interests other than those common to all Members of the Master Association. Parcel status shall be designated on Exhibit "A" hereof or in one or more Supplementary Declarations or Parcel Declarations describing the property which shall constitute all or part of such Parcel. By way of illustration, and not limitation, a Residential Unit containing townhomes or a Residential Unit containing single family detached homes may each be designated as a separate Parcel. Declarant shall have the right, without a vote of the Master Association, to designate separate Parcel status for any property subject to this Declaration and change the Parcel status of any previously designated Parcel for any property in Riverview Landing.

Notwithstanding anything to the contrary provided in this Declaration neither the Declarant, the Master Association nor any Owner shall have the right to designate or change the Parcel status of any Parcel without the prior written consent of the Owner of, and all Mortgagees with respect to, such Parcel, in such Owner's and Mortgagees' sole discretion, such written consent to be recorded in the Cobb County, Georgia land records.

1.21. "Parcel Association" means any homeowners association or other mandatory membership owners association having concurrent jurisdiction with the Master Association over any Parcel.

1.22. "Parcel Declaration" means any declaration of protective covenants or similar instrument recorded in the Cobb County, Georgia land records which subjects all or a portion of the land within such Parcel to the covenants, restrictions, and easements set forth therein. The covenants, conditions, restrictions and obligations set forth in any Parcel Declaration shall be in addition to those contained in this Declaration. No Parcel Declaration shall be recorded during the Development Period without the prior review and written approval of Declarant, or, if after the Development Period, the Board of Directors.

1.23. "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as separate legal entity under Georgia law.

1.24. "Public Restroom and Storage Room" means the public restroom and storage room installed by the Multi-Family Two Parcel Owner, in the manner required by the City of Smyrna and pursuant to the time frame required by the City of Smyrna, on a portion of the Riverfront Common Property as provided herein. Upon the completion of construction of the same, the Public Restroom and Storage Room shall be Common Property hereunder.

1.25. "Residential Unit" means any unit which is designated or intended for residential use by Declarant or the Board of Directors, as applicable, pursuant to Section 7.2 of this Declaration.

1.26. "Riverfront Common Property" means that portion of the Common Property consisting of green space located along the banks of the Chattahoochee River, as generally depicted in the approximate location identified in Exhibit "F" attached hereto and by this reference incorporated herein, but only in the event that fee simple title to same is actually conveyed to the Master Association. If the Master Association owns fee simple title to the Riverfront Common Property, the Master Association may dedicate same to the City of Smyrna.

1.27. "Riverview Landing" refers to the real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.28. "Special Assessment" means assessments levied on all Units, as more particularly described in Section 4.6 hereof.

1.29. "Specific Assessment" means assessments levied on one or more Units, as more particularly described in Section 4.7 hereof.

1.30. "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein or designates Parcel status, each as provided in this Declaration.

1.31. "Total Association Vote" means the votes attributable to the entire membership of the Master Association (including votes of Declarant) as of the record date for such action but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such Members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, a majority of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all existing Members of the Master Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such Members are present or represented at the meeting, if any, where such votes are to be cast. Unless otherwise specified herein, in the Articles of Incorporation or the Bylaws or required by law, all votes shall be cast by the Voting Delegates as defined herein.

1.32. "Unit" means any portion of Riverview Landing subjected to this Declaration which is located in a Parcel and may be independently owned, whether improved or unimproved. The term shall include within its meaning, by way of illustration and not limitation, a townhome unit, single family detached home, an apartment complex, and vacant land within Riverview Landing intended for development, but shall not include Common Property, property of any Parcel Association, or property dedicated to the public. In the case of a building containing multiple townhome units or other structure containing multiple units available for individual ownership, each unit shall be deemed to be a separate Unit.

In the case of a tract of vacant land or land on which Improvements are under construction, the tract shall be deemed to be a single Unit until such time as a subdivision plat is filed for record in the Cobb County, Georgia land records on all or a portion of such tract, or until said Unit is otherwise subdivided for separate ownership in accordance with applicable law. Thereafter, the portion encompassed by such plat or other subdivision, as the case may be, shall contain the number of Units determined as set forth above and any portion not encompassed by such plat, master deed or other subdivision, as the case may be, shall continue to be treated as a single Unit.

The ownership of each Unit shall include, and there shall pass with the title to each Unit as an appurtenance thereto, whether or not separately described, all of the rights and interest of an Owner in the Common Property as herein provided, together with membership in the Master

Association. Open space, entry features and similar property owned in fee simple by the Master Association or a Parcel Association shall cease to be a Unit upon conveyance to the Master Association or Parcel Association, as the case may be.

1.33. "Voting Delegate" means the representative responsible for casting all votes attributable to each Residential Unit and each Multi-Family Unit on all Master Association matters requiring a vote of the Members, except matters, if any, which the Master Declaration, the Bylaws, the Articles of Incorporation or Georgia law specifically requires that votes be cast by the Owners.

(a) Residential Unit. Notwithstanding the foregoing, each Parcel containing Residential Units shall have only one (1) Voting Delegate. Unless otherwise specified herein or otherwise designated by the Parcel Association, where a Parcel Association has been established to have jurisdiction over one or more Parcels containing Residential Units, the Voting Delegate for the Residential Units located in such Parcel(s) shall be the president of such Parcel Association, and the alternate Voting Delegate shall be the treasurer and secretary in that order.

(b) Multi-Family Unit. An Owner of a Multi-Family Unit shall have the right to designate to the Board of Directors the name of the individual or entity that will be the Voting Delegate and responsible for casting all votes attributable to such Multi-Family Unit.

Article 2

Property Subject to this Declaration

2.1. Property Hereby Subjected to this Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements herein set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2. Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Master Association by filing for record in the Cobb County, Georgia land records, a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of a Supplementary Declaration, unless a later effective date is provided therein.

2.3. Additional Covenants, Restrictions and Easements. Except with respect to the Multi-Family One Parcel and the Multi-Family Two Parcel, Declarant may require the Owner of any portion of Riverview Landing to subject such Owner's property to additional covenants, conditions, restrictions and easements in connection with the initial development of such Owner's property or in connection with any substantial change in the development plan for such Owner's property. Such additional covenants, conditions, restrictions and easements may be set

forth in a Supplementary Declaration or a separate declaration of protective covenants or other document filed either concurrent with or after the annexation of the subject property. Any such document filed by the Declarant and such Owner may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property to reflect the different character and intended use of such property. Except with respect to the Multi-Family One Parcel and the Multi-Family Two Parcel, no Person shall record any declaration of covenants, conditions and restrictions, easements, cost sharing agreements, or similar instrument without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Cobb County, Georgia land records.

2.4. Other Annexation. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) Voting Delegates representing at least two-thirds (2/3) of the Total Association Vote, the Master Association may annex real property to the provisions of this Declaration and the jurisdiction of the Master Association by filing for record in the Office of the Clerk of Superior Court of Cobb County, Georgia, a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed by the owner(s) of the property being annexed, the Declarant and the President of the Master Association, whose signature shall be attested by the Secretary of the Master Association. Any annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

2.5. Withdrawal of Property. Declarant shall have the right to amend the Declaration to remove any portion of Riverview Landing from the coverage of this Declaration and the jurisdiction of the Master Association as a result of any changes whatsoever in the plans for Riverview Landing, provided such withdrawal: (i) is not contrary to, and does not otherwise adversely affect, the overall, uniform scheme of development for Riverview Landing, and/or (ii) does not adversely impact any easements created by Article 9 of this Declaration (collectively, the "Withdrawal Conditions"). Any removal that satisfies the Withdrawal Conditions shall be accomplished by the filing for record of an amendment to this Declaration describing the property to be removed and shall be effective upon filing for record in the applicable Cobb County, Georgia land records, unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Owners provided that the Withdrawal Conditions are satisfied.

Except for the dedication by the Master Association of the Riverfront Common Property to the City of Smyrna or other governmental agency, no amendment to the Declaration to remove any portion of the Riverfront Common Property or any other portion of Riverview Landing from the coverage of this Declaration and the jurisdiction of the Master Association that exclusively affects, or the result of which adversely affects, the right of the Owner of the Multi-Family One Parcel or the right of the Owner of the Multi-Family Two Parcel to develop, construct, use or operate the Multi-Family One Parcel, the Multi-Family Two Parcel or to otherwise use the Riverfront Common Property (including, without limitation, the right of the Multi-Family One

Parcel Owner or the Multi-Family Two Parcel Owner to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or that portion of Riverview Landing containing an enclosed dog park shall be permitted or effective unless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner have consented in writing to the same.

2.6. Parcel Declarations. In addition to this Declaration, every Parcel within Riverview Landing which is subdivided into Units intended for independent ownership and occupancy or any other multi-owner regime, shall, prior to the conveyance of the first Unit therein to a Person other than a builder or developer holding title for purposes of development and resale, be governed by a Parcel Association and subject to a Parcel Declaration which shall contain covenants and restrictions regulating signage, vehicles, animals, nuisances, unsightly conditions, tree removal and imposing architectural standards within the Parcel. No Parcel Declaration shall be recorded without the prior written review and approval of Declarant, which approval shall not be unreasonably withheld.

Article 3

Master Association Membership and Voting Rights

3.1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall have a membership in the Master Association. The foregoing is not intended to include Mortgagees and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised only as provided in this Declaration and in the Bylaws. This Section is not intended to prohibit the same individual from being both an officer and a director of the Master Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2. Allocation of Votes. Each Voting Delegate shall be entitled to vote on any matter coming before the Master Association membership as provided in the Articles of Incorporation, Declaration and Bylaws in accordance with the formulas set forth below. Neither this Declaration, the Articles of Incorporation, nor the Bylaws shall be construed as creating equal voting rights.

(a) Residential Unit. A Voting Delegate shall be entitled to cast one (1) vote for each independently owned Residential Unit located in the Parcel(s) represented by such Voting Delegate.

(b) Multi-Family Residential Unit/Parcel. The Voting Delegate for each Multi-Family-Unit shall be entitled to cast one-half (1/2) of a vote for each apartment located in such Parcel.

(c) Multi-Family Voting Rights Cap. Notwithstanding the foregoing provisions of this Section 3.2, (i) in no event shall the Multi-Family One Parcel or its Voting Delegate be entitled to cast more than twenty six percent (26.0%) of the aggregate votes entitled to be cast by members of the Master Association, and (ii) in no event shall the Multi-Family Two Parcel or its Voting Delegate be entitled to cast more than twenty three percent (23.0%) of the aggregate votes entitled to be cast by members of the Master Association (collectively, the "Multi-Family Voting Rights Cap"); provided, however, that the Multi-Family Voting Rights Cap shall automatically terminate and become of no further force and effect if the total acreage of the property subject to this Declaration shall be less than seventy five percent (75%) of the total acreage of the property described in Exhibit "A" attached to this Declaration as of the effective date hereof.

3.3. Voting.

(a) By Parcel Associations. For purposes of effecting ways and means of smooth and efficient communication between Declarant or the Master Association and the Members, Declarant or the Master Association shall be entitled to communicate and deal with a Parcel Association governing Residential Units in all matters affecting the Owners of such Residential Units within such Parcel. Except for those matters under this Declaration, the Bylaws or Georgia law which require that Owners personally cast their vote, the Voting Delegate may cast all such votes as he or she deems appropriate and no polling of the Members or split voting shall be required.

(b) By the Members. In any situation where a Member is entitled personally to exercise their vote and more than one (1) Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. The membership rights of an Owner which is not a natural person may be exercised by an officer, partner, trustee or by an individual who is designated from time to time by the Owner in a written instrument delivered to the Secretary of the Master Association.

The Board of Directors may suspend the voting rights of an Owner (whether such vote is being cast by the Owner or a Voting Delegate) for any period during which any past due assessment against the Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations.

3.4. Notice of Voting Delegate and Board Members. Immediately upon an election or appointment of any board member or officer of a Parcel Association, the Parcel Association shall provide the Master Association with written notice of the names of the board members, the Voting Delegate, if applicable, and such other information as the Board may reasonably require.

3.5. Powers of Master Association Relating to Parcel Associations. The Master Association may veto any action taken or contemplated by any Parcel Association which the Board of Directors of the Master Association reasonably determines to be adverse to the interest of the Master Association or its Members or inconsistent with the Development-Wide Standard.

The Master Association also may require specific action to be taken by any Parcel Association to fulfill its obligations under the Declaration, Bylaws, rules and regulations or Architectural Guidelines. By way of explanation, the Master Association may require that specific maintenance or repairs or aesthetic changes be performed by the Parcel Association. If the Parcel Association fails to comply with such requirements within a reasonable period of time as specified in writing by the Master Association, the Master Association may perform such maintenance on behalf of the Parcel Association and assess the costs to the Parcel Association to be paid as provided herein.

Article 4 Assessments

4.1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of Units and Parcels, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2. Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Master Association: (a) Annual Assessments as described in Section 4.4; (b) Special Assessments as described in Section 4.6; and (c) Specific Assessments as described in Section 4.7. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due), interest (at a rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Master Association on the Unit against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

(b) Creation of Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Unit at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Unit, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

(c) No Exemption from Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (a) abandonment of the Unit; (b) nonuse of the Common Property; (c) the Master Association's failure to perform its obligations required under the Declaration; or (d) inconvenience or discomfort arising out of the Master Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Master Association to take some action or perform some function required to be taken or performed by the Master Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments. Notwithstanding anything herein to the contrary, the obligation to pay assessments hereunder shall be enforceable by the Master Association against a Parcel Association and the Owners of Units in a Parcel, as applicable; provided, however, assessments levied by the Master Association against Units governed by a Parcel Association shall be payable to the Master Association by such Parcel Association, as provided in Section 4.8 hereof.

4.3. Adoption of Budget. The Board of Directors shall prepare a budget covering the estimated costs of operating the Master Association during the coming year. The Board of Directors may, but is not required to, prepare a capital budget with a separate capital contribution or reserve to meet the future capital needs of the Master Association; provided, however, during the Development Period, no separate capital budget, capital contribution or reserve shall be required. The Board of Directors shall cause the budget and the Annual Assessment to be levied against each Unit to be delivered to the board of directors of each Parcel Association and to each Owner of a Unit which is not subject to the jurisdiction of a Parcel Association at least thirty (30) days prior to the due date of such Annual Assessment or the first installment thereof. The budget and the Annual Assessment shall become effective unless: (i) disapproved at a meeting by Owners holding a majority of the Total Association Vote and the Declarant (during the Development Period); or (ii) disapproved by the Declarant (during the Development Period) without the need for a meeting of the Master Association. The Board of Directors shall not be obligated to call a meeting for consideration of the budget unless requested to do so by the number of Members and in the manner provided in the Bylaws for calling a special meeting. Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board of Directors fails for any reason to determine the budget for any year, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue for the succeeding year.

4.4. Annual Assessments. The Annual Assessment levied against each Parcel shall be calculated on a pro rata basis based on the number of votes in each Parcel as outlined in Section 3.2 above divided by the total number of votes that may be cast in the Master Association. The Annual Assessment attributable to a Parcel which is subject to a Parcel Declaration shall be allocated among the Units in such Parcel in accordance with the provisions of the Parcel Declaration. Annual Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board of Directors,

the Annual Assessment shall be paid in one annual installment.

The Annual Assessment includes any sums the Board of Directors determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Master Association, payment for any items of betterment to the Common Property such as capital improvements, and the establishment of such reserve funds for the Common Property, if any, as the Board of Directors shall deem proper. The Annual Assessment as aforesaid may include the following: (a) sums for property taxes for the Common Property; (b) insurance premiums for the Common Property; (c) legal and accounting fees; (d) management fees for a management company to manage the Common Property, the Street and Landscaping Maintenance (as defined below), and the other maintenance obligations of the Association pursuant to Section 5.1 of this Declaration; (e) charges for utilities and other services provided by the Master Association as expressly permitted by the terms of this Declaration, if any; (f) cleaning and janitor services for the Common Property; (g) landscape maintenance and improvements to the Common Property; (h) costs to maintain any street medians or street islands and other landscaping located along Riverview Road, Nichols Road and that certain public right-of-way to be constructed to the south of Riverview Road and running parallel to the Riverfront Common Property, if and to the extent the same is not maintained by a Parcel Association pursuant to a Parcel Declaration, a governmental authority or third party (collectively, the "Street and Landscaping Maintenance"); (i) costs to maintain any enclosed dog park in Riverview Landing; (k) costs to maintain any entry features for Riverview Landing, including entry area landscaping and any costs for irrigation and electricity, if any, provided to such entry features (annual assessments shall not include any entry features exclusively serving a single Unit or Parcel); and (j) expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Master Association.

4.5. Special Assessments. The Master Association, acting through the Board of Directors and with the consent of Declarant, may levy a Special Assessment against all Owners to be paid by their respective Parcel Associations or the Owner of the Unit(s) if such Unit(s) are not governed by a Parcel Association, for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. In the event the amount of the proposed Special Assessment is greater than ten percent (10%) of the amount of the Annual Assessment applicable to all of the Parcels in Riverview Landing in one (1) fiscal year, then such Special Assessment must be approved by Voting Delegates representing at least two-thirds (2/3) of the Total Association Vote and the Declarant to become effective.

4.6. Specific Assessments. The Board of Directors shall have the power to levy Specific Assessments as, in its discretion, it shall deem appropriate, solely with respect to (a) fines levied pursuant to this Declaration; (b) the costs of maintenance performed by the Master Association pursuant to Section 5.3 hereof for which an Owner is responsible; and (c) the Dog Park Reimbursement as provided in the last paragraph of this Section 4.6. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Master Association and shall not constitute a waiver of the Board of Director's right to exercise its authority under this Section in the future with respect to any expenses, including

an expense for which the Board of Directors has not previously exercised its authority under this Section.

The Board of Directors may also, in their reasonable discretion, specifically assess Owners for the following Master Association expenses, provided such expenses are incurred pursuant to the express terms of this Declaration: (a) expenses of the Master Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received; (b) expenses of the Master Association which benefit all Units, but which do not provide an equal benefit to all Units, may be specifically assessed equitably among all Units according to the benefit received; and (c) expenses of the Master Association which are attributable to the Owner of a Unit or the Occupants, guests, invitees, and licensees of the Owner of such Unit may be assessed equitably against such Unit. Notwithstanding anything herein to the contrary, specific assessments levied hereunder shall be payable to the Master Association by the Parcel Association of the Parcel in which the Unit(s) is(are) located, if any.

Notwithstanding anything to the contrary provided in this Declaration, (i) the Owner of the Multi-Family Two Parcel intends to complete the installation of a dog park and related amenities (collectively, the "Dog Park") within a Parcel owned by Declarant pursuant to that certain Temporary Easement Agreement for Construction of Dog Park dated of even date herewith, and recorded on or about the date hereof in the Public Records of Cobb County, Georgia (the "Dog Park Construction Easement"); (ii) pursuant to the terms of Section 4.1 of the Dog Park Construction Easement, promptly following the completion of the installation of the Dog Park, Declarant has agreed to convey the Dog Park to the Master Association such that the Dog Park shall become Common Property under this Declaration; (iii) contemporaneously with the conveyance of the Dog Park to the Master Association, the Dog Park shall automatically become Common Property under this Declaration; (iv) promptly following the conveyance of the Dog Park to the Master Association, the Master Association shall reimburse the Owner of the Multi-Family One Parcel for fifty percent (50.0%) of the costs actually incurred by such Owner in connection with such Owner's work to install the Dog Park prior to the date hereof, such reimbursement not to exceed \$25,000.00 in the aggregate (the "Dog Park Reimbursement"), and (v) the Master Association, acting through the Board of Directors, shall have the right to levy a Specific Assessment against all Owners (other than the Owners of the Multi-Family One Parcel and the Multi-Family Two Parcel) for reimbursement by such Owners of the Dog Park Reimbursement, such Specific Assessment to be reasonably allocated by the Master Association among all Owners (other than the Owners of the Multi-Family One Parcel and the Multi-Family Two Parcel).

The Multi-Family Two Parcel Owner shall complete the Dog Park on or before June 15, 2021 (such date, the "Dog Park Completion Date"). In the event the Dog Park is not completed by the Dog Park Completion Date, the Master Association shall have the right, but not the obligation, to complete the Dog Park in accordance with the specifications set forth in the Dog Park Construction Easement, if any. The Master Association shall be reimbursed fifty percent (50%) of the costs of completing such portion of the Dog Park from the Multi-Family Two Parcel Owner, in an amount not to exceed \$25,000.00 in the aggregate, within fifteen (15) days

of submitting supporting invoices and documentation of such work performed to the Multi-Family Two Parcel Owner. Nonpayment of such expenses shall constitute a lien on the Multi-Family Two Parcel and entitle the Master Association to pursue any and all remedies set forth in this Declaration and Georgia law.

4.7. Payment of Master Association Assessments by Parcel Associations. Unless otherwise directed in writing by the Board of Directors, each Parcel Association shall collect the Annual Assessment or Special Assessment due from the members of the Parcel Association and pay all such assessments to the Master Association prior to the due date thereof. Unless otherwise directed by the Board of Directors, each Parcel Association shall include the Annual Assessment of the Master Association as a separate line item in the annual budget of the Parcel Association and shall pay the Annual Assessment to the Master Association in full prior to the due date thereof. In the event that a member of a Parcel Association fails to pay all or a portion of the assessments required under the Parcel Declaration, the total amount of such assessments provided for herein shall nevertheless be due and payable by the Parcel Association to the Master Association. All costs of collection of amounts required to be collected by the Parcel Association hereunder shall be borne by the Parcel Association to the extent not collected from the defaulting Unit Owner. Nothing in this Declaration shall obligate the Master Association to collect any assessments directly from any Owner subject to the jurisdiction of a Parcel Association.

4.8. Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all Annual Assessments, Special Assessments and Specific Assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Unit if, but only if, all such assessments and charges with respect to such Unit authorized herein having a due date on or prior to the date the Mortgage is filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the foreclosure of such Mortgage. Such subordination is merely a subordination and shall not relieve an Owner of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such property from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of any personal obligation or relieve such property or the then Owner from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.9. Remedies of the Master Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Master Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such

successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than fifteen (15) days shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due), interest (at ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2). The Master Association may cause a notice of delinquency to be given to any Parcel Association or Owner who has not paid within fifteen (15) days following the due date, as the case may be, and the Master Association may cause a notice of delinquency to be given to the Owners of Units in a Parcel subject to the jurisdiction of a Parcel Association. In the event that the assessment remains unpaid after sixty (60) days following the delinquent Owner's receipt from the Master Association of written notice of non-payment, the Master Association may institute suit to collect such amounts (including, without limitation, late charges and costs of collection and enforcement of payment, including reasonable attorney's fees actually incurred) and/or to foreclose its lien (which shall include, without limitation, late charges and costs of collection, including reasonable attorneys' fees actually incurred).

The Master Association may file notice of a lien with the Office of the Clerk of Superior Court of Cobb County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed vests in the Master Association the right and power to bring all actions against the Parcel Association in which such Owner's Unit is located and/or against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Master Association and shall be for the benefit of all Owners and all Parcel Associations. The Master Association shall have the power to bid on any property in Riverview Landing at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Master Association may also suspend the membership rights of the Owners in the delinquent Parcel Association and/or of the delinquent Owner(s), including the right to vote, the right of enjoyment in and to the Common Property and the right to receive and enjoy such services and other benefits as may then be provided by the Master Association, if any, including without limitation, suspension of utility services provided by the Master Association, until all assessments, costs and re-connection charges are paid in full, subject to any notice requirements as may be required by the institutional providers providing such utilities or services to Units in Riverview Landing. Any suspension shall not affect such Parcel Association's or Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such property in favor of the Master Association.

4.10 Date of Commencement of Assessments. Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a particular Unit on the date that the Unit

is improved with Improvements for which a certificate of occupancy has been issued and occupied for residential use or purposes; provided, however, any Residential Unit which has been approved by Declarant for use as a model for marketing and/or sales purposes shall not be deemed to be occupied for purposes of this Section and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Residential Unit is approved for use as a model and is not occupied for residential purposes other than sales and marketing as herein provided.

Notwithstanding anything to the contrary provided in this Declaration:

(i) under no circumstances shall the Owner of the Multi-Family One Parcel or the Multi-Family Unit thereon be responsible for more than twenty six and one-half percent (26.5%) of the costs, liabilities, expenses and capital reserves incurred or required by the Master Association as provided in this Article 4, by virtue of Annual Assessments or Special Assessments, regardless of whether other Parcels have Improvements and/or Units constructed thereon, and Declarant shall be obligated to fund all deficits in connection therewith pursuant to Section 4.11 hereof;

(ii) under no circumstances shall the owner of the Multi-Family Two Parcel or the Multi-Family Unit thereon be responsible for more than twenty three and one-half percent (23.5%) of the costs, liabilities, expenses and capital reserves incurred or required by the Master Association as provided in this Article 4, by virtue of Annual Assessments or Special Assessments, regardless of whether other Parcels have Improvements and/or Units constructed thereon, and Declarant shall be obligated to fund all deficits in connection therewith pursuant to Section 4.11 hereof; and

(iii) under no circumstances shall the owner of the Multi-Family One Parcel or the Multi-Family Two Parcel, or the Multi-Family Units thereon, be responsible for any costs, expenses or payments under or in connection with any Declarant Promissory Notes.

4.11. Budget Deficits During Declarant Control. So long as the Declarant owns any property in Riverview Landing, Declarant shall be obligated to advance funds at Declarant's sole cost and expense to the Master Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Master Association (but specifically not including an allocation for capital reserves), and the sum of the Annual, Special and Specific Assessments collected by the Master Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Master Association in favor of the Declarant (collectively, the "Declarant Promissory Notes"). Declarant Promissory Notes shall be paid by the Parcel Association(s) in accordance with the terms of the Parcel Declaration(s) and the terms and conditions of the Declarant Promissory Notes; provided, however, the amount of Declarant Promissory Notes to be paid by each Parcel Association shall be calculated on a pro rata basis by the dividing the number of Residential Units in each Parcel designated and intended for residential use by the total number of Residential Units in all Parcels designated and intended for residential use.

4.12. Failure to Assess. The omission or failure of the Board of Directors to fix the assessment amounts or rates or to deliver or mail to each Parcel Association or each Owner, as the case may be, an assessment notice shall not be deemed a waiver, modification, or a release of any Parcel Association or each Owner, as the case may be, from the obligation to pay assessments. In such event, each Parcel Association or each Owner, as the case may be, shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Master Association.

4.13. Estoppel Letter. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Master Association or its managing agent setting forth: (i) the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Unit, and (ii) whether the Unit is in default under any terms hereof, and whether any event has occurred which, with the giving of notice or passage of time, or both, could result in such default. Such request shall be delivered to the registered office of the Master Association, and shall state an address to which the statement is to be directed. The Master Association shall, within five (5) business days after receiving a written request therefor, certify to the items provided above. The Master Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement. A certification letter signed by an officer of the Master Association or the Master Association's managing agent, if any, as to the items referenced above shall be binding upon the Master Association. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

Article 5

Maintenance; Conveyance of Common Property to Master Association

5.1. Master Association's Maintenance Responsibility. The Master Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, maintenance, repair and replacement of all landscaping and Improvements situated thereon. The Master Association shall also maintain (whether or not constituting Common Property) the following: (a) any entry features for Riverview Landing, including entry area landscaping, any irrigation system and lighting system, if any, provided to such entry features (but not including any entry features exclusively serving a single Unit or Parcel); (b) costs to maintain any street medians or street islands and other landscaping located along Riverview Road, Nichols Road and that certain public right-of-way to be constructed to the south of Riverview Road and running parallel to the Riverfront Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (c) any walking trails and/or pedestrian paths which are located throughout Riverview Landing and are intended to connect to the Riverfront Common Property; (d) any enclosed dog park area in Riverview Landing; and (e) any storm water detention/retention ponds and storm water drainage facilities which serve more than one Parcel; provided however, the cost of such maintenance or repair shall be a specific assessment only against the Parcels benefitted by such storm water detention/retention ponds and storm water drainage facilities.

The Master Association shall have the right, but not the obligation, to exercise its rights pursuant to Section 5.3 hereof to provide maintenance, repair or replacement with respect to property located within Riverview Landing that does not constitute Common Property, where the Board has determined that such action would benefit the Owners; provided, however, that any and all costs, expenses and liabilities incurred by the Master Association in connection therewith shall be payable solely by the Owner of such property as a specific assessment pursuant to Section 4.6 hereof. In addition to the foregoing, the Board shall also have the right, with the consent of the Declarant and without a vote of the Members, to enter into easements over the Common Property and/or covenant to share cost agreements for the Common Property where the Board has determined that such action would benefit the Owners; provided, however, that the Board shall not enter into such easements or share cost agreements without the prior written consent of the Multi-Family One Parcel Owner or the Multi-Family Two Parcel Owner if such easements or agreements will adversely affect the right of the Owner of the Multi-Family One Parcel or the Owner of the Multi-Family Two Parcel to develop, construct, use or operate their respective Parcel or to otherwise use the Riverfront Common Property (including, without limitation, the right of such Owners to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or any enclosed dog park within Riverview Landing.

In the event that the Master Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Master Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Master Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Unit as a specific assessment; provided, however, specific assessments levied against a Unit which is governed by a Parcel Association shall be paid by the Parcel Association as provided in Article 4 hereof. All maintenance performed by the Master Association shall be consistent with the Development-Wide Standard. The Board of Directors may authorize the officers of the Master Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Master Association.

5.2. Owner's Maintenance Responsibility. Except for maintenance performed on or to a Unit or Parcel or by a Parcel Association pursuant to a Parcel Declaration, if any, all maintenance of the Unit and all structures, landscaping and other Improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Development-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (a) prompt removal of all litter, trash, refuse, and waste; (b) lawn mowing on a regular basis; (c) tree and shrub pruning; (d) watering landscaped areas; (e) keeping Improvements, and exterior lighting in good repair and working order; (f) keeping lawn and landscaped areas alive, free of weeds, and attractive; (f) keeping driveways, walkways, and parking areas in good repair; (g) complying with all governmental health and police requirements; (h) all maintenance, repair and replacement to all Improvements located thereon, including, without limitation, periodic painting and/or pressure washing as needed to any residential dwellings; (i) all maintenance, repair and replacement to all storm

water drainage facilities exclusively serving the Parcel or Unit, as applicable; (j) maintaining, repairing and replacing all pipes, wires, and conduits, including, without limitation, plumbing, electrical and sanitary sewer systems which exclusively serve the Unit or Parcel, respectively; and (k) maintaining grading and storm water drainage as originally established on the Unit or Parcel, as applicable.

5.3. Failure of Owner or Parcel Association to Maintain. In the event that the Board of Directors determines that any Owner or Parcel Association has failed or refused to discharge properly any of such Owner's or Parcel Association's obligations with regard to the maintenance, repair or replacement of items for which such Owner or Parcel Association is responsible hereunder, the Master Association shall, except in an emergency situation, give the Owner or Parcel Association written notice of the Master Association's intent to provide such maintenance, repair or replacement at the Owner's or Parcel Association's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner or Parcel Association shall have thirty (30) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a thirty (30) day period, to commence such work which shall be completed within a reasonable period of time. If any Owner or Parcel Association does not comply with the provisions hereof, the Master Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner or Parcel Association and the property as a Specific Assessment. This Section is not intended to limit the remedies available to the Master Association in the event of non-compliance with any provision hereof; accordingly, the Master Association may seek any and all remedies whether contained in this Declaration, or available at law or in equity and may seek multiple remedies simultaneously to compel compliance with this Declaration.

5.4. Conveyance of Common Property to Master Association; No Implied Rights.

Declarant or any Person approved by Declarant may transfer or convey to the Master Association at any time and from time to time any personal property and any interest in improved or unimproved real property owned by Declarant or such Person approved by Declarant. Such conveyance shall be deemed to be accepted by the Master Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used, if and as provided in Section 5.1 hereof, and maintained by the Master Association for the benefit of its Members. So long as Declarant owns any property primarily for development and/or sale in Riverview Landing or owns any property described in Exhibit B attached hereto, Declarant may, upon written notice to the Master Association, require the Master Association to re-convey to Declarant or such builder or affiliate, as the case may be, all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the Members of the Master Association, if all or any portion of the Common Property is: (i) found by Declarant to have been conveyed in error; (ii) needed by Declarant to make adjustments in property boundary lines; or (iii) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development Riverview Landing.

The Master Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Master Association any such conveyances and re-conveyances and to execute on behalf of the Master Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyances and re-conveyances, and all acts of such attorney-in-fact are hereby ratified. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Master Association regardless of whether such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for Riverview Landing. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Master Association or Parcel Association of any property shall create any rights, easements or licenses, in the Master Association, any Parcel Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant, or the owner of such property if not the Declarant, to the Master Association, a Parcel Association, or the Owners, as the case may be, by an instrument recorded in the real estate records of Cobb County, Georgia.

Notwithstanding the foregoing, in the event that Declarant or any other Person conveys additional property to the Master Association to be and constitute Common Property as provided herein, the Master Association shall provide the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner with written notice of such conveyance and the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner shall each have twenty (20) days from receipt thereof to respond in writing with an election to either use or not use such Common Property. In the event that the Multi-Family One Parcel Owner and/or the Multi-Family Two Parcel Owner elect to not use the Common Property, the Multi-Family One Parcel Owner and/or the Multi-Family Two Parcel Owner (as the case may be) and any Occupants of such Parcel(s) shall be prohibited from the use and enjoyment of such Common Property and the Multi-Family One Parcel and/or the Multi-Family Two Parcel (as the case may be) shall have no obligation to pay for any costs associated with the operation, maintenance or repair of such Common Property. Failure of the Multi-Family One Parcel Owner and/or the Multi-Family Two Parcel Owner to respond within twenty (20) days shall be interpreted as an election of the applicable Owner to not use such Common Property.

5.5. Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) the Declarant; (b) the Master Association; (c) each Parcel Association; and (d) Voting Delegates representing least seventy-five percent (75%) of the Total Association Vote.

5.6. Condemnation. In the event of a taking by eminent domain of any portion of the Common Property on which Improvements have been constructed, the Master Association shall, if reasonably possible, restore or replace such Improvements on the remaining Common

Property, unless within sixty (60) days after such taking, an alternative plan is approved by Voting Delegates representing at least seventy-five percent (75%) of the Total Association Vote and the Declarant. The provisions of this Declaration applicable to replacement or restoration of damaged Improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the Improvements are not restored or replaced after a condemnation.

5.7. Limitation of Liability. Owners, Occupants and their guests shall use the common areas maintained by the Master Association and all other Common Property and all portions of Riverview Landing not contained within a Parcel at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of Riverview Landing not contained within a Parcel for any defects, perils or other unsafe conditions relating to their use and enjoyment thereof. The Master Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of Riverview Landing; or (c) loss or damage, by theft or otherwise, of any other property of such Owner or Occupant, unless same arises out of any gross negligence or willful misconduct of the Master Association, the Declarant and/or their respective officers, directors, employees, representatives and/or agents.

In addition to the foregoing, the Master Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person; (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Master Association or from any portion of the Common Property; or (c) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Master Association, becoming out of repair, unless same arises out of any gross negligence or willful misconduct of the Master Association, the Declarant and/or their respective officers, directors, employees, representatives and/or agents.

5.8 Pathways on the Multi-Family Two Parcel. The Owner of the Multi-Family Two Parcel shall be required to install pathways within the Multi-Family Two Parcel providing access to the Riverfront Common Property in the manner required by the City of Smyrna and in accordance with the plan attached hereto as Exhibit "G", and prior to the issuance of final certificates of occupancy for the Multifamily Unit to be located within the Multi-Family Two Parcel (collectively, the "Pathways"). Additionally:

(i) Pursuant to certain zoning conditions applicable to the Multi-Family Two Parcel, following receipt by the Owner of the Multi-Family Two Parcel of all approvals for the Pathways, such Owner shall dedicate to the City of Smyrna the Pathways (the "Pathways Conveyance"); and

(ii) If the City of Smyrna will not accept the Pathways Conveyance as aforesaid, then in connection with and/or following receipt of all approvals for the Pathways, the Owner of the Multi-Family Two Parcel shall convey the Pathways to the Master Association, and the Master Association shall accept such conveyance.

5.9 Pubic Restroom and Storage Room. The Owner of the Multi-Family Two Parcel shall be required to install a public restroom and storage room within the Riverfront Common Property in the manner required by the City of Smyrna and pursuant to the time frame required by the City of Smyrna (the "Public Restroom and Storage Room"), and upon installation of same, the Public Restroom and Storage Room shall be Common Property hereunder.

Article 6 Architectural Standards

6.1. General. No exterior construction, alteration or addition of any Improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing Improvements, changing the exterior color of any existing Improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of Riverview Landing, unless: (a) installed by the Declarant or an affiliate of the Declarant; (b) approved in accordance with this Article; (c) installed in accordance with the Architectural Guidelines or the Multi-Family Architectural Guidelines, as applicable, as the same is defined below; (d) otherwise expressly permitted in this Declaration; or (e) exempt from these requirements as provided herein.

The Owners of the Multi-Family One Parcel and the Multi-Family Two Parcel and any residential home builder who intends to construct Improvements on a Parcel, regardless of whether such Parcel is subject to a Parcel Declaration and governed by a Parcel Declaration, shall be required to submit their initial plans for the construction of Improvements on a Parcel, including, without limitation, landscaping and signage to be erected and displayed on such Parcel, for approval to the Master Association in accordance with the provision of this Article 6. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant or to builders with the written consent of Declarant (except as provided above), nor to Improvements to the Common Property made by or on behalf of the Master Association.

This Article may not be amended without the written consent of the Declarant during the Development Period.

6.2. Exemptions for Residential Units Governed by Parcel Association. The provisions of this Article 6 shall not apply to any Residential Unit which has been issued a certificate of occupancy by the appropriate governmental agency and is subject to a Parcel Declaration and governed by a Parcel Association. In such event, any Owner desiring to make modifications, alterations or changes to a Residential Unit shall obtain the approval of the

reviewing entity in the Parcel Declaration accordance with the provisions thereof and no approval by the Master Association shall be required.

6.3. Multi-Family Parcels. Any Improvements, alterations or modifications installed, erected or displayed on the Multi-Family One Parcel or the Multi-Family Two Parcel after the construction of the initial Improvements thereon must either (i) be approved in accordance with this Article 6, or (ii) comply with the Multi-Family Architectural Guidelines applicable to the Multi-Family One Parcel and the Multi-Family Two Parcel, as applicable, as set forth in Section 6.5(b) hereof.

6.4. Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines or the Multi-Family Architectural Guidelines as defined herein, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved in writing by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed Improvement. The Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. If the Declarant fails to approve or disapprove submitted plans and specifications in writing within thirty (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any Improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Declarant and its representatives and agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in Riverview Landing to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry. Unless otherwise provided in Declarant's written approval of the plans, construction must commence on a project for which plans have been approved within twelve (12) months of such approval or such approval shall be deemed withdrawn and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

6.5. Architectural Guidelines.

(a) General. The Declarant may adopt written architectural, fencing and landscaping guidelines applicable to those portions of Riverview Landing located outside of the Multi-Family One Parcel and the Multi-Family Two Parcel (collectively, the "Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Declarant shall have sole and full authority to prepare, amend, modify, repeal or expand, from time to time at its sole discretion and without notice, the Architectural Guidelines. In the event Declarant adopts, modifies, expands or repeals all or any portion of the Architectural Guidelines,

the new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by Voting Delegates holding a majority of the Total Association Vote and the Declarant. The Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of Riverview Landing and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6.

(b) Multi-Family Parcels Architectural Guidelines. The Declarant, with the consent of the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner, which consent shall not be unreasonably withheld, conditioned or delayed, may adopt written architectural, signage and landscaping guidelines applicable to the Multi-Family One Parcel and the Multi-Family Two Parcel (collectively, the "Multi-Family Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Multi-Family Architectural Guidelines may only be modified, amended, expanded or repealed with the prior written consent of the Owners of the Multi-Family One Parcel and the Multi-Family Two Parcel, which consent shall not be unreasonably withheld, conditioned or delayed.

6.6. Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with permitting requirements, building codes, zoning conditions or other local or governmental laws, ordinances and regulations applicable to Riverview Landing and by approving such plans and specifications the Declarant and its representatives and agents assume no liability or responsibility therefor or for any defect in any structure or other Improvement constructed from such plans and specifications or for noncompliance with permitting requirements or violations of building codes, zoning conditions or other local laws and ordinances governing Riverview Landing. Declarant, the Master Association and their respective officers, directors, members, employees, representatives and agents shall not be liable in damages to anyone submitting plans and specifications for approval or to any Owner of property affected by these restrictions 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 and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Master Association or their respective officers, directors, members, employees and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.7. No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

6.8. Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration, the Architectural Guidelines and the Multi-Family the Architectural Guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations. No variance shall: (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for Riverview Landing, or (c) estop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.9. Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming Improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its agents shall have the right to institute legal action to have the nonconforming Improvement removed and the property restored to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Unit as a Specific Assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article, the Architectural Guidelines and the Multi-Family Architectural Guidelines, as applicable, may be excluded by the Declarant from Riverview Landing, subject to any applicable notice and hearing procedures contained in the Bylaws. Neither the Declarant, the Master Association nor their respective officers, directors, members, employees and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming Improvement as provided herein. In addition to any other remedies available to the Declarant, in the event of noncompliance with this Article, the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines as provided herein and in the Bylaws.

6.10. Architectural Review by Declarant. Until expiration of the Development Period, the Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Declarant may in its sole discretion relinquish architectural control as to certain types of Improvements or modifications to the Board of Directors while retaining control over all other building and construction in Riverview Landing; provided, however, any right, power or authority of the Declarant which may be relinquished to the Board of Directors prior to the termination of the rights of Declarant hereunder shall only be by a written instrument executed by Declarant and recorded in the Cobb County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example and without

limitation, the Declarant may relinquish control over modifications of existing Improvements to the Board of Directors while retaining all authority to review and approve new construction.

Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder. After the termination or voluntary surrender of all or a portion of the rights of Declarant hereunder, the Board of Directors shall have all right, power and authority of the Declarant, subject to all terms and provisions of this Declaration, to review and approve all building and construction activity within Riverview Landing and this Article shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Board of Directors. The Board of Directors may, but shall have no obligation to, establish an architectural review committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion and in such event this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove the members of the ARC.

Article 7 Use Restrictions and Rules

7.1. Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant during the Development Period, but without a vote of the Members, promulgate, modify or delete reasonable rules and regulations applicable to Riverview Landing or any portion thereof; provided, however, the Board of Directors shall not adopt any rules or regulations which impose a greater restriction on the use or development of a Unit unless agreed to in writing by the Owner(s) of the affected Unit at the time such rule or regulation is adopted. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by Voting Delegates holding a majority of the Total Association Vote applicable to the Units subjected or to be subjected thereto, as the case may be, and the Declarant.

Notwithstanding anything to the contrary in this Section 7.1, no rule or regulation which exclusively affects or the result of which adversely affects the right of the Owner of the Multi-Family One Parcel or the right of the Owner of the Multi-Family Two Parcel to develop, construct, use or operate their respective Parcel or adversely affects the right of the Owner of the Multi-Family One Parcel or the Multi-Family Two Parcel to otherwise use the Riverfront Common Property (including, without limitation, the right of such Owners to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or

any enclosed dog park within Riverview Landing, shall be effective unless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner have consented in writing to the same.

7.2. Use of Property. The Declarant, and after the Development Period has terminated, the Board of Directors, shall have the sole and exclusive authority to designate the intended use of the property within Riverview Landing as "residential" or "multi-family"; provided however, the designated use of a Unit shall not be changed without the written consent of the Unit Owner and, if such Unit is under the jurisdiction of a Parcel Association, the applicable Parcel Association. All such designations shall be set forth in one or more Supplementary Declarations or in the recorded Parcel Declaration.

(a) Residential Use. All Residential Units shall be used for residential purposes exclusively. Leasing of a Residential Unit for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a residential Unit, except that the Owner or Occupant residing at the Unit may conduct business activities within the Unit so long as the business activity: (a) does not otherwise violate the provisions of this Declaration, the Bylaws or any rules and regulations promulgated by the Master Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for Riverview Landing; (e) does not increase the insurance premium paid by the Master Association or otherwise negatively affect the ability of the Master Association to obtain insurance coverage; (f) is consistent with the residential character of the Parcel; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of Riverview Landing, all as may be determined in each case in the sole discretion of the Board of Directors. The Board of Directors may issue rules regarding permitted business activities. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

(b) Multi-Family Use. The Multi-Family One Parcel, the Multi-Family Two Parcel and the Multi-Family Units, subject to applicable zoning ordinances and conditions, shall be used for the leasing and occupancy of apartment homes; provided, however, (i) the Multi-Family One Parcel and the Multi-Family Unit thereon may contain ancillary components, including, but not limited to, parking facilities, recreational amenities, and up to 9,000 square feet of retail or retail-related facilities, and (ii) the Multi-Family Two Parcel and the Multi-Family Unit thereon may contain ancillary components, including, but not limited to, parking facilities, recreational amenities, and up to 20,000 square feet of retail or retail-related facilities. The Board of Directors may permit any additional multi-family use consistent with zoning and the overall scheme of development for Riverview Landing and/or issue rules regarding permitted multi-family uses.

Nothing in this Section shall be construed as prohibiting the Declarant or any builder approved by Declarant from maintaining model homes, speculative housing, sales trailers or construction trailers in Riverview Landing or as prohibiting the operation of an on-site managing agent acting on behalf of a Unit Owner in the management of a multi-family residential facility or acting on behalf of a Parcel Association.

7.3. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, displayed, placed, or permitted to remain on the exterior of any Unit or Parcel in a location visible from neighboring Parcels or streets without the prior written approval under Article 6 hereof or as otherwise permitted by the Architectural Guidelines, the Multi-Family Architectural Guidelines or City of Smyrna sign regulations or sign ordinance, as applicable. Any approved sign shall be installed and, thereafter, maintained at the sole cost and expense of the Owner in accordance with the terms and conditions of this Declaration. Notwithstanding these restrictions, the Board shall have the right to erect reasonable and appropriate signs on behalf of the Master Association within Riverview Landing (except for the Multi-Family One Parcel and the Multi-Family Two Parcel where no such signage shall be permitted except as otherwise provided in Section 9.7(a) of this Declaration) and enact reasonable rules and regulations governing the placement of signs within Riverview Landing, including, without limitation, rules and regulations concerning the size, type, color, material, location or any combination thereof of signs. Declarant shall have the right to erect and display reasonable and appropriate signs in Riverview Landing (except for the Multi-Family One Parcel and the Multi-Family Two Parcel where no such signage shall be permitted except as otherwise provided in Section 9.7(a) of this Declaration) including, without limitation, signs relating to the development, construction, marketing or sales of Units in Riverview Landing. The Board or Declarant, as the case may be, may impose a reasonable fine for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner of the Unit.

Notwithstanding anything to the contrary provided in this Section 7.3, the Owner of the Multi-Family Two Parcel shall have the right (but not the obligation), at its sole cost and expense, to erect one (1) Riverview Landing monument sign on the Multi-Family Two Parcel, and the location and design of which shall be reasonably agreed upon by the Owner of the Multi-Family Two Parcel and the Declarant in good faith and with due diligence.

7.4. Vehicles and Parking.

(a) General. Vehicles shall be parked only in appropriate parking areas as may be designated by the Board from time to time, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. Except with the prior written consent of the Board, any vehicle regularly stored in Riverview Landing or temporarily kept in Riverview Landing for periods longer than twenty-four (24) hours, except in a private garage, designated parking area(s) for each Multi-Family Unit, or other area approved by the Board of Directors for such use, may be removed from Riverview Landing by the Board of Directors or the appropriate authority of Cobb County, Georgia (the intent of this provision is that vehicles

may not be stored in Riverview Landing and the temporary removal of a vehicle from Riverview Landing to break the continuity of the twenty-four (24) consecutive hour provision set forth herein shall not be sufficient to establish compliance with this restriction). The Board of Directors may exercise any and all remedies available for a violation of this provision in addition to or in lieu of its authority to remove the violating vehicle. No on-street parking, other than within an area that is striped or otherwise designated as an area for on-street parking or as otherwise permitted or approved by the Board of Directors, shall be permitted within Riverview Landing. All parking shall be subject to such reasonable rules and regulations as the Board may adopt from time to time in its sole discretion.

(b) Remedies of Master Association for Noncompliance. If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Master Association's rules and regulations, the Board or agent of the Master Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Master Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy or landscaped area, is encroaching onto a sidewalk or walkway or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Master Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, neither the Master Association nor any officer or agent of the Master Association shall be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(c) Declarant and Builder Exemption. Notwithstanding the foregoing, the Declarant, the Owner of the Multi-Family One Parcel, the Owner of the Multi-Family Two Parcel and any other Owner approved by Declarant and their respective agents, contractors, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within Riverview Landing as needed in order to facilitate construction, maintenance, development and build out.

7.5. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, except that dogs, cats or other usual and common household pets in reasonable number as determined by the Board of Directors or as otherwise permitted by a Parcel Declaration may be maintained in Residential Units and Multi-Family Units. This provision shall not apply to service animals. Each Occupant must control animals within such Occupant's Unit at all times, whether or not such Occupant is present, in a manner that will prevent any animal from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Occupants, their guests or invitees or creating fear of imminent harm in other Occupants as to the

safety of themselves, their guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Occupant(s) of any other Unit; all of the foregoing as determined by the Board of Directors in its sole discretion. The Master Association may require that an Occupant remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that the Occupant fails to remove an animal as provided herein, the Master Association shall have the right to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Owner of the Unit occupied by such Occupant.

7.6. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Unit and Parcel. No property within Riverview Landing shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit and/or Parcel to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No plants, animals, device or thing of any sort shall be maintained in Riverview Landing whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Riverview Landing by other Owners and Occupants. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. This provision shall not prohibit the reasonable emanation of sounds from exterior audio speakers situated to localize sound transmission onto the Unit on which they are located, such as but not limited to, exterior speakers serving an exterior patio dining area or outdoor pool area. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant and Owners, with the consent of Declarant obtained pursuant to Article 6 hereof, as applicable, their agents, subcontractors, employees and assigns may engage in construction activities in Riverview Landing and further agrees that such construction activities shall not be deemed a nuisance as provided herein.

7.7. Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of Riverview Landing, including any Unit, unless approved in accordance with the provisions of Article 6 hereof, as applicable; provided, however, no approval shall be necessary to install the following within a Unit: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals.

Owners shall install any permitted antennae on the rear of the structure located on a Unit and otherwise screened from neighboring streets and property unless such installation: (a)

imposes unreasonable delay or prevents the use of the antennae; (b) unreasonably increases the cost of installation; or (c) an acceptable quality signal cannot otherwise be obtained. Notwithstanding the foregoing, the Multi-Family Architectural Guidelines shall specify the permissible locations for antennae to be installed on the Multi-Family One Parcel and the Multi-Family Two Parcel.

7.8. Tree Removal. No trees that are more than six (6) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed without prior written approval in accordance with the provisions of Article 6 hereof, as applicable. Notwithstanding the above, no consent or approval is required to remove any tree, regardless of diameter, that is diseased or located within five (5) feet of a drainage area, sidewalk, structure, parking area or driveway. The Master Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant or its affiliates.

7.9. Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or alter the drainage flows after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof, as applicable. In the event storm water drainage from any Unit or Units as originally developed flows across another Unit, provisions shall be made by the Owner of such downstream Unit to permit such drainage to continue, without restriction or reduction, across the downstream Unit and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the plat for Riverview Landing recorded in the Cobb County, Georgia land records. The elevation of a Unit shall not be changed so as to materially affect the surface elevation or grade of surrounding Units without the prior consent of the Declarant.

7.10. Irrigation. No sprinkler or irrigation systems of any type, including, without limitation, systems which draw directly from creeks, streams, rivers, lakes, ponds, canals, or other waterways, including, without limitation, the Chattahoochee River, shall be installed, constructed, or operated within Riverview Landing without prior written approval in accordance with the provisions of Article 6 hereof.

7.11. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.12. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All mechanical equipment servicing buildings, above-ground tanks and other similar items, storage

facilities, garbage facilities, and trash containers shall be located or screened to the extent required by the Board of Directors so as to be concealed from the view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed from the Units and shall not be allowed to accumulate therein.

7.13. Subdivision of Parcel and Unit. No Parcel or Unit shall be subdivided or its boundary lines changed except with prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Parcel(s) and/or Unit(s) with the prior written consent of the Owner thereof and to approve the revision and re-recording of any plat of any Parcel(s) and/or Unit(s), including, but not limited to, changing any Parcel and/or Unit to Common Property, changing Common Property to a Parcel or Unit, or creating a public or private street over any Parcel and/or Unit or property that was formerly a Parcel or Unit.

7.14. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon the exterior portions of any Unit without prior written approval in accordance with the provisions of Article 6 hereof or as may be otherwise permitted in the Architectural Guidelines or Multi-Family Architectural Guidelines, as applicable. Architectural guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article 6, but in no event will a chain link or barbed wire fence be approved; provided, however, the Declarant and the Master Association may erect any type of fence on the Common Property or elsewhere within Riverview Landing other than the Multi-Family One Parcel and the Multi-Family Two Parcel as may be deemed appropriate by the Declarant or the Board of Directors, as the case may be, or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.15. Utility Lines. No overhead utility lines, including lines for cable television, shall be installed within Riverview Landing, except for temporary lines as may be required during construction.

7.16. Lighting. Exterior lighting in Riverview Landing which is visible from a street shall not be permitted without prior written approval pursuant to Article 6 hereof. Guidelines containing acceptable exterior lighting which may be displayed on a permanent or seasonal basis may be issued by the Board of Directors. Notwithstanding the foregoing, all Owners acknowledge that portions of the property contained in Declarant's initial land plan for Riverview Landing is intended to be used for multi-family, residential and recreational purposes and that such property so designated by the Declarant will contain exterior lighting that may be visible from other Units within Riverview Landing.

7.17. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation, sculptures, fountains, flags or similar items may be installed or displayed upon the exterior portions of Riverview Landing without prior written approval pursuant to Article 6 hereof.

7.18. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view, as approved in accordance with Article 6 hereof or as otherwise permitted in the Architectural Guidelines or the Multi-Family Architectural Guidelines, as applicable.

7.19. Property Maintained by the Master Association. Any property, equipment or thing maintained by the Master Association, regardless of whether or not located upon or within any Unit or Parcel, shall not be altered, removed or additional Improvements added thereto by an Owner or Parcel Association without prior written approval in accordance with the provisions of Article 6 hereof.

7.20. Use of Tradename. Each Owner acknowledges that Declarant claims as its sole and exclusive property the trademark, service mark and/or tradename "Riverview Landing" (herein referred to as the "Mark"). Each Owner shall not claim any superior right to said Mark and shall not use the Mark in any manner whatsoever in conjunction with such Owner's Unit, Parcel or the operations conducted thereon unless it has obtained the prior written consent of the Declarant. Notwithstanding the foregoing, the word "Riverview Landing" may be used in printed or promotional material for sales activities and where such word is used solely to specify the location of a Unit or Parcel.

7.21. Stormwater Detention Ponds, Creeks and Streams. Except as herein provided, all ponds, lakes, streams, and storm water retention or detention ponds within Riverview Landing shall be aesthetic amenities used for storm water drainage only; no other use thereof, including, without limitation, swimming, boating, fishing, ice skating, playing, or use of personal floatation devices, and other recreation, shall be permitted without the written consent of the Board of Directors. The Master Association, Declarant nor their respective officers, directors, employees, representatives and agents shall not be responsible for any bodily injury, death or damage to property arising out of the authorized or unauthorized use of any body of water in Riverview Landing. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in the lake(s), ponds or streams within Riverview Landing. Applicable governmental agencies, Declarant and the Master Association shall have the sole right to control the water level of any body of water located within Riverview Landing and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around the lake and any wetlands, ponds and streams within Riverview Landing; provided, however, the foregoing shall not apply to any lake, wetland area, pond or stream which is exclusively located in a single Parcel. Owners shall have no riparian or littoral rights with respect to the waters in any pond, creek or stream within Riverview Landing and shall not be permitted to withdraw water from any body of water in Riverview Landing without the prior written consent of the Declarant and after the rights of Declarant have terminated as provided herein, the Board of Directors.

7.22. Buffer Areas. Portions of Riverview Landing contain one or more buffer areas and/or improvement setback areas, as more particularly identified on the recorded subdivision plat(s) for Riverview Landing. No land disturbing or construction activities shall be permitted

within said buffer areas or improvement setback areas unless approved pursuant to Article 6 hereof and in compliance with any applicable local or governmental laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time and applicable Cobb County rules, regulations and zoning conditions.

Article 8

Insurance and Casualty Losses

8.1. Insurance on Common Property. The Master Association shall, subject to the provisions hereof, obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, if and as applicable to the Common Property as well as insurance coverage deemed necessary or advisable by the Board of Directors or required by this Declaration, the Bylaws or any applicable law. The Board of Directors shall obtain casualty insurance for all insurable Improvements located within the Common Property that the Master Association is obligated to maintain pursuant to Section 5.1 hereof. Nothing in this Section 8.1 shall be construed as obligating the Master Association to obtain and/or maintain insurance on any Parcel or Unit or any structures or Improvements located thereon or on any Improvements intended to be covered by insurance obtained pursuant to a Parcel Declaration. Insurance obtained and maintained by the Master Association shall provide, at a minimum, fire and extended coverage and 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 covered hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Master Association and its Members for all damage or injury caused by the negligence of the Master Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least Five Million Dollars (\$5,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to other insurance coverage required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other persons handling or responsible for the Master Association's funds. If obtained, the amount of fidelity or employees dishonesty coverage shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Master Association.

8.2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Master Association has no obligation to provide any insurance for any portion of individual Units and each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall obtain and maintain the

following: (a) all-risk casualty insurance on the Unit and all structures and Improvements constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and 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; (b) a liability policy covering damage or injury occurring on the Unit; and (c) insurance covering an Owner or Occupant's personal property. The policies required hereunder shall be in effect at all times.

8.3. Damage and Destruction -- Insured by Master Association. Immediately after damage or destruction by fire or other casualty to any portion of any Improvement covered by insurance written in the name of the Master 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, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or Improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Master Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by Voting Delegates representing at least two-thirds (2/3) of the Total Association Vote and the Declarant. 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 Master Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. 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 Board of Directors shall, without the necessity of a vote of the Voting Delegates, levy a Special Assessment against the Owner of each Unit subject to assessment as provided in Article 4 hereof. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the Improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Master Association. In the event that it should be determined by the Master Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative Improvements are authorized, the property shall thereafter be maintained by the Master Association in a neat and attractive condition consistent with the Development-Wide Standard and this Declaration.

8.4. Damage and Destruction -- Insured by Owners. The damage or destruction to all or any portion of any Improvement located on a Unit shall be repaired or reconstructed promptly by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration or in the case of a Unit which is subject to a Parcel Declaration, such plans and specifications shall be approved in accordance with the terms and conditions of the Parcel Declaration. Alternatively, the Owner of a Unit other than a townhome unit may elect to demolish all Improvements on the

Unit and remove all debris therefrom within one hundred eighty (180) days after such damage or destruction occurred, and thereafter maintain the Unit in a neat and attractive, landscaped condition consistent with the Development-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

Article 9 Easements

9.1. General. Each Parcel and Unit shall be subject to those easements, if any, shown or set forth on the recorded plat(s) for Riverview Landing, as amended from time to time as well as the easements now or hereafter established by the Declarant in this Declaration or by any other documents now or hereafter filed for record in the Office of the Clerk of Superior Court of Cobb County, Georgia.

9.2. Easements for Encroachment and Overhang. There is hereby reserved to the Declarant for the benefit of each Unit a reciprocal appurtenant easement for encroachment and overhang between Units in adjacent Parcels and between a Unit and adjacent Common Property due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on such common boundary; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Master Association.

9.3. Easements for Use and Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Unit, subject to the following provisions:

(a) Except with respect to the Riverfront Common Property (including, without limitation, the right of the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) and any enclosed dog park within Riverview Landing, the right of the Master Association, acting through the Board of Directors and without a vote of the Voting Delegates, to control the use and enjoyment of other specific portions of the Common Property, including, without limitation, by designating such other portions of the Common Property for exclusive use by the Owners and Occupants of a particular Parcel or providing for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(b) the right of the Master Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of Voting Delegates representing at least two-thirds (2/3) of the Units (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any

such Mortgage given by the Master Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Unit or other property located within Riverview Landing (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Master Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Unit or other property located within Riverview Landing);

(c) the right of the Master Association, acting through the Board of Directors, without a vote of the Voting Delegates, but with the written consent of the Declarant, to dedicate all or any portion of the Common Property and to grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(d) all other rights of the Master Association, the Declarant, Owners and Occupants set forth in this Declaration, any Supplementary Declaration, or in any deed conveying Common Property to the Master Association; and

(e) all encumbrances, zoning conditions and other matters shown by the public records affecting title to the Common Property.

9.4. Easements for Utilities. There is hereby reserved to the Declarant and granted to the Master Association, an easement upon, across, above and under any and all easement areas located in Riverview Landing established pursuant to Georgia law for access, ingress, egress, installing, altering, repairing, replacing and maintaining all utilities serving Riverview Landing or any portion thereof, including, but not limited to, gas, water, storm water drainage, sanitary sewer, telephone and electricity, and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Master Association might decide to have installed to serve Riverview Landing. Declarant, the Master Association or the designee of either, as the case may be, may alter drainage and water flow, and install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole cost and expense.

Notwithstanding anything to the contrary in this Section 9.4, the rights hereunder shall not be exercised if the result thereof will adversely affect the right of the Owner of the Multi-Family One Parcel to develop, construct, use or operate the Multi-Family One Parcel, the right of the Owner of the Multi-Family Two Parcel to develop, construct, use or operate the Multi-Family Two Parcel, or adversely affect the rights of the Owners of the Multi-Family One Parcel or the Multi-Family Two Parcel to otherwise use the Riverfront Common Property (including, without limitation, the right of such Owners to use the Public Restroom and Storage Room, the

Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or any enclosed dog park within Riverview Landing, unless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner have consented in writing to the same.

9.5. Easement for Emergency Entry. The Master Association shall have the right, but not the obligation, to enter upon any property within Riverview Landing for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, rules and regulations of the Master Association or Architectural Guidelines, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Master Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after prior reasonable notice to the Owner. This right of entry shall include the right of the Master Association to enter upon any property within Riverview Landing to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Master Association, but shall not authorize entry into any dwelling located on a Unit without permission of the Owner.

9.6. Easement for Maintenance. Declarant hereby grants to the Master Association a perpetual easement across the exterior portions of all Units and Parcels as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Units and Parcels and reasonable steps shall be taken to protect such property and damage shall be repaired by the Master Association or its contractors at their sole expense.

9.7. Construction and Sale Period Easement. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and any amendments or revisions thereto, but subject in all events to the last paragraph of this Section 9.7, Declarant reserves an easement across Riverview Landing for Declarant unto itself and any Person approved by Declarant to maintain and carry on, upon such portion of Riverview Landing as Declarant may reasonably deem necessary, the following: (a) the right to place or authorize the placement of marketing and directional signs on Parcels, Units, or right-of-way at street intersections within Riverview Landing; provided, however, that with respect to the Multi-Family One Parcel and the Multi-Family Two Parcel, such signage shall be: (w) located only along the public right-of-way frontage of such Parcels in a specific location approved in writing by the Owner of such Parcel, such approval not to be unreasonably withheld, conditioned or delayed; (x) subject to all applicable signage ordinances, regulations, rules and laws; (y) limited to five (5) feet in height from the ground to the top of such sign; and (z) aesthetically consistent with the Riverview Landing monument signage to be located upon the Multi-Family One Parcel and the Multi-Family Two Parcel pursuant to Section 7.3 hereof; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in Riverview Landing, including, without limitation, any Unit; (c) the right to tie into any portion of Riverview

Landing with streets, driveways, paths, parking areas (except for any parking areas located within the Multi-Family One Parcel or the Multi-Family Two Parcel) and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over Riverview Landing, subject to (A) the prior written consent of the Owner of the Multi-Family One Parcel if the exercise of such easement rights adversely affects the Multi-Family One Parcel, such consent not to be unreasonably withheld, conditioned or delayed, and (B) the prior written consent of the Owner of the Multi-Family Two Parcel if the exercise of such easement rights adversely affects the Multi-Family Two Parcel, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, the withholding of such consent shall automatically not be deemed unreasonably withheld, conditioned or delayed if the proposed exercise of Declarant's rights would: (i) cause the applicable Owner to be in default under, or in breach of, any provision of any loan document for indebtedness of such owner, or any provision of any joint venture agreement between such owner and its equity partner(s); (ii) cause all or any portion of the applicable Parcel, or cause the applicable Owner thereof, to be in violation of any law, rule, regulation, ordinance, variance, governmental approval or permit; (iii) cause all or any portion of the applicable Parcel or cause the applicable Owner thereof to be in default under, or in breach of, any contract between such Owner and any third party including, but not limited to, any lease, license or occupancy agreement, or any contract with a utility provider; or (iv) adversely affect the right of the Owner of the applicable Parcel to develop, construct, use or operate such Parcel; (e) the right to grant easements over, under, in or on Riverview Landing, including without limitation the Units, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over Riverview Landing, subject to (X) the prior written consent of the Owner of the Multi-Family One Parcel if the exercise of such easement rights adversely affects the Multi-Family One Parcel, and (Y) the prior written consent of the Owner of the Multi-Family Two Parcel if the exercise of such easement rights adversely affects the Multi-Family Two Parcel, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, the withholding of such consent shall automatically not be deemed unreasonably withheld, conditioned or delayed if the proposed exercise of Declarant's rights would: (i) cause the Owner of the applicable Parcel to be in default under, or in breach of, any provision of any loan document for indebtedness of such owner, or any provision of any joint venture agreement between such Owner and its equity partner(s); (ii) cause all or any portion of the applicable Parcel, or cause the applicable Owner thereof, to be in violation of any law, rule, regulation, ordinance, variance, governmental approval or permit; (iii) cause all or any portion of the applicable Parcel or cause the applicable Owner thereof to be in default under, or in breach of, any contract between such Owner and any third party including, but not limited to, any lease, license or occupancy agreement, or any contract with a utility provider; or (iv) adversely affect the right of the Owner of the applicable Parcel to develop, construct, use or operate such Parcel; (f) the right to convert Units and Parcels, or portions thereof (with the consent of the Owner thereof) to Common Property and/or streets, subject to (I) the prior written consent of the Owner of the Multi-Family One Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family One Parcel, and (II) the prior written consent

of the Owner of the Multi-Family Two Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family Two Parcel; (g) the right to construct utilities and other Improvements on Common Property; (h) the right to carry on sales and promotional activities in Riverview Landing, subject to (AA) the prior written consent of the Owner of the Multi-Family One Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family One Parcel, and (BB) the prior written consent of the Owner of the Multi-Family Two Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family Two Parcel; and (i) the right to construct and operate business offices, signs, construction trailers, models and sales offices, subject to (XX) the prior written consent of the Owner of the Multi-Family One Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family One Parcel, and (YY) the prior written consent of the Owner of the Multi-Family Two Parcel in its sole and absolute discretion if the exercise of such easement rights adversely affects the Multi-Family Two Parcel. Declarant and any Person with the consent of Declarant may use residences, offices, or other buildings owned or leased by Declarant or such Person as models and sales offices and may also use Common Property as a sales office without charge. This Section shall not be amended without the Declarant's written consent during the Development Period.

Notwithstanding anything to the contrary, the following shall apply if the exercise of any right set forth in this Section 9.7 adversely affects the Multi-Family One Parcel or the Multi-Family Two Parcel: (a) except in the case of an emergency, in which case notice shall be reasonable, Declarant shall provide thirty (30) days written notice to the Owner of the applicable Parcel prior to exercising such easement rights; (b) Declarant must exercise its rights with due diligence and in good faith and it shall not unreasonably disturb or adversely affect the right of the Owner of the applicable Parcel to develop, construct, use or operate its Parcel (including the rights of tenants under leases); (c) Declarant shall promptly restore any damage to the applicable Parcel to at least the condition of the property prior to such damage; (d) no work performed by or on behalf of Declarant shall result in any lien(s) being filed upon all or any portion of the Multi-Family One Parcel or the Multi-Family Two Parcel, and the Declarant does hereby indemnify, defend and hold harmless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner from and against any and all losses, costs, damages or expenses incurred by the Owner of the Multi-Family One Parcel and/or the Owner of the Multi-Family Two Parcel, as applicable, including claims for death or injury to person or damage to property and including without limitation, reasonable attorneys' fees and court costs actually incurred, which arise out of or in connection with or by reason of the Declarant's exercise of such rights; (e) the exercise of the Declarant's rights shall not cause all or any portion of the Multi-Family One Parcel or the Multi-Family Two Parcel, or cause the Owner of the Multi-Family One Parcel or the Owner of the Multi-Family Two Parcel, to be in violation of any law, rule, regulation, ordinance, variance, governmental approval or permit; (f) the Declarant must comply with all laws, rules, regulations and ordinances when exercising their rights; (g) Declarant's exercise of its rights will be at its sole cost and expense; and (h) Declarant shall be solely responsible for obtaining all required permits applicable to the exercise of its rights.

9.8 Easement for Drainage. There is hereby reserved to the Declarant and granted to the Master Association a blanket easement upon, across, above and under Riverview Landing, including, without limitation, all storm water drainage easement areas as shown on the recorded subdivision plat(s) for Riverview Landing, for access, ingress, egress, installing, altering, repairing, replacing, and maintaining satisfactory storm water drainage in Riverview Landing and the storm water drainage system and related facilities serving Riverview Landing or any portion thereof; provided, however, such easement area shall not include any portion of Riverview Landing within the outer perimeter of a structure. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water runoff across downstream property will result from the construction of impervious surface within or adjacent to Riverview Landing. Neither the Declarant, the Master Association or any Owner constructing according to plans and specifications approved under Article 6 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within Riverview Landing.

Notwithstanding anything to the contrary:

(a) any exercise of any right set forth in this Section 9.8 that (1) adversely affects the Multi-Family One Parcel shall be subject to the prior written consent of the Owner of the Multi-Family One Parcel, such consent not to be unreasonably withheld, conditioned or delayed, and/or (2) adversely affects the Multi-Family Two Parcel shall be subject to the prior written consent of the Owner of the Multi-Family Two Parcel, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, the withholding of such consent shall automatically not be deemed unreasonably withheld, conditioned or delayed if the proposed exercise of Declarant's rights would: (i) cause the Owner of the applicable Parcel to be in default under, or in breach of, any provision of any loan document for indebtedness of such Owner, or any provision of any joint venture agreement between such Owner and its equity partner(s); (ii) cause all or any portion of the applicable Parcel, or cause the Owner thereof, to be in violation of any law, rule, regulation, ordinance, variance, governmental approval or permit; (iii) cause all or any portion of the applicable Parcel or cause the Owner thereof to be in default under, or in breach of, any contract between such Owner and any third party including, but not limited to, any lease, license or occupancy agreement, or any contract with a utility provider; or (iv) adversely affect the right of the Owners of such Parcels to develop, construct, use or operate its Parcel; and

(b) the following shall apply if the exercise of any right set forth in this Section 9.8 adversely affects the Multi-Family One Parcel or the Multi-Family Two Parcel: (i) except in the case of an emergency, in which case notice shall be reasonable, Declarant shall provide thirty (30) days written notice to the Owner of the applicable Parcel prior to exercising such easement rights; (ii) Declarant must exercise its rights with due diligence and in good faith and it shall not unreasonably disturb or adversely affect the right of the Owner of the applicable Parcel to develop, construct, use or operate its Parcel (including the rights of tenants under leases); (iii) Declarant shall promptly restore any damage to the applicable Parcel to at least the condition of the property prior to such damage; (iv) no work performed by or on behalf of Declarant shall result in any lien(s) being filed upon all or any portion of the Multi-Family One Parcel or the

Multi-Family Two Parcel, and the Declarant does hereby indemnify, defend and hold harmless the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner from and against any and all losses, costs, damages or expenses incurred by the Owner of the Multi-Family One Parcel and/or the Owner of the Multi-Family Two Parcel, as applicable, including claims for death or injury to person or damage to property and including without limitation, reasonable attorneys' fees and court costs actually incurred, which arise out of or in connection with or by reason of the Declarant's exercise of such rights; (v) the exercise of the Declarant's rights shall not cause all or any portion of the Multi-Family One Parcel or the Multi-Family Two Parcel, or cause the Owner of the Multi-Family One Parcel or the Owner of the Multi-Family Two Parcel, to be in violation of any law, rule, regulation, ordinance, variance, governmental approval or permit; (vi) the Declarant must comply with all laws, rules, regulations and ordinances when exercising their rights; (vii) Declarant's exercise of its rights will be at its sole cost and expense; and (viii) Declarant shall be solely responsible for obtaining all required permits applicable to the exercise of its rights.

9.9 Easement for Pedestrian Paths. Declarant hereby reserves and grants to the Association an easement for ingress, egress, landscaping and maintenance of pedestrian paths that are located throughout Riverview Landing and that are intended to connect to the Riverfront Common Property, such easement to be over and upon any portion of a Parcel containing such pedestrian paths as may be shown on one or more recorded subdivision plats for Riverview Landing. The easement herein granted shall permit joint usage of such easement by: (a) the Owners and Occupants, (b) the legal representatives, successors and assigns of the Owners, and (c) guests of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of the pedestrian paths which are not inconsistent with the rights and privileges herein granted. The easement hereby granted shall include, without limitation, the right to erect appropriate signs, grading adjacent property for proper drainage, and related activities and improvements; provided, however, no right hereunder shall be exercised with respect to all or any portion of the Multi-Family One Parcel or the Multi-Family Two Parcel without first obtaining the prior written consent of the Owner thereof if the result thereof will adversely affect the right of the Owner of the applicable Parcel to develop, construct, use or operate such Parcel.

9.10 Easement for Construction of the Public Restroom and Storage Room. Declarant and, to the extent applicable, the Owners that have executed this Declaration, hereby reserve and grant to the Owner of the Multi-Family Two Parcel and its agents, representatives, contractors and subcontractors a temporary construction easement over those reasonable portions of the Riverfront Common Property as are necessary for the construction and installation of the Public Restroom and Storage Room pursuant to Section 5.9 of this Declaration. This easement shall automatically terminate upon the completion of the construction of the Public Restroom and Storage Room.

9.11 Easement for Pond. Declarant hereby reserves and grants to each Parcel Owner the right to drain surface water from their respective Parcel into the pond depicted as the "Pond" on the site plan attached hereto as Exhibit "H" (the "Pond"), which Pond shall be Common

Property and owned by the Master Association for all purposes under this Declaration, subject to the following:

(a) Notwithstanding anything to the contrary provided in this Declaration, (i) the Owner of the Multi-Family Two Parcel shall have the right to construct, at its sole cost and expense, but subject to approval from the Master Association, which consent shall not be unreasonably withheld, conditioned or delayed, the Multi-Family Two Parcel Amenities on a portion of the Common Property that is located immediately adjacent to the boundary lines of the Multi-Family Two Parcel and that extends thirty (30) feet into the Pond, (ii) the Owners and Occupants of the Multi-Family Two Parcel shall have the exclusive right to use the Multi-Family Two Parcel Amenities, and (iii) the Owner of the Multi-Family Two Parcel shall be responsible for the maintenance, repair, replacement and insurance of the Multi-Family Two Parcel Amenities at its sole cost and expense; provided, however, that the Master Association shall have the right to maintain, repair and replace the Multi-Family Two Parcel Amenities if the Owner of the Multi-Family Two Parcel fails to do so within a reasonable period of time following receipt of written notice from the Master Association of such Owner's failure, and the costs associated with such maintenance, repair and replacement incurred by the Master Association shall be a Specific Assessment against the Owner of the Multi-Family Two Parcel as provided herein. The Owner of the Multi-Family Two Parcel shall also maintain and obtain insurance covering the Multi-Family Two Parcel Amenities in commercially reasonable amounts as may be approved by the Master Association, such approval not unreasonably withheld, conditioned or delayed, and the Master Association shall be named as an additional insured therein. Upon the written request of the Master Association, the Owner of the Multi-Family Two Parcel shall furnish evidence of such insurance coverage to the Board of Directors.

(b) All Owners including, but not limited to, Owners of Residential Units, shall have the right to use and enjoy the Pond except for the Multi-Family Two Parcel Amenities which shall be reserved for the exclusive use of the Owner and Occupants of the Multi-Family Two Parcel.

Article 10 General Provisions

10.1. Enforcement. Each Owner and Occupant, as applicable, shall comply strictly with the Bylaws, rules and regulations, Architectural Guidelines, if any, and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded plat(s) for Riverview Landing and in the deed to such Owner's Unit, if any. Failure to comply with this Declaration, the Bylaws, the rules and regulations or Architectural Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Master Association, the Declarant or an aggrieved Owner. Failure by the Declarant, the Master Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

As provided herein, the Master Association or the Declarant, as the case may be, shall have the right to impose sanctions and other penalties against Owners and Occupants for noncompliance with any provision of the Declaration, Bylaws, rules and regulations promulgated by the Master Association and Architectural Guidelines, which shall include, but not be limited to the following:

(a) imposing fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Declarant and the Board of Directors for the same violation; and provided, further, Declarant or the Board, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant hereunder, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Master Association) and any related charges, including, without limitation, attorneys' fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Master Association acting through the Board;

(b) filing liens in the Cobb County, Georgia land records for non-payment of assessments or fees as provided in Article 4 hereto;

(c) recording in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines, and to assess the cost of recording and removing such notice against the Unit of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing;

(d) suspending an Owner's right to vote;

(e) suspending a Person's right to use Common Property amenities or other portions of the Common Property; or

(f) suspending any services provided by the Master Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in the payment of any assessment or other charge owed to the Master Association.

10.2. Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines, as applicable. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.3. Self-Help. In addition to any other remedies provided for herein, the Master Association, acting through the Board, the Declarant or their respective duly authorized agents shall have the power to enter upon any Unit or any other portion of Riverview Landing to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or the Architectural Guidelines. Unless an emergency situation exists, the violating Owner shall be given thirty (30) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the violating Owner as a Specific Assessment.

10.4. Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind Riverview Landing, and shall inure to the benefit of and shall be enforceable by the Master Association, the Declarant and each Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be: (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners entitled to cast at least two-thirds (2/3) of the Total Association Vote and the Declarant has been recorded within the year immediately preceding the beginning of a renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended, renewed, modified or terminated as provided in this Section.

10.5. Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the date of recording by Declarant in the real estate records of Cobb County, Georgia of a written instrument terminating all of Declarant's rights hereunder. The Declarant may, in its sole discretion, terminate some of its rights under this Declaration while retaining other rights. Any right, power or authority of the Declarant which may be terminated prior to the termination of all of the rights of Declarant hereunder shall be by written instrument only and no such right, power or authority shall be terminated by implication or otherwise.

10.6. Amendment.

(a) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant: (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial

determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Units subject to this Declaration; (iv) if such amendment is necessary to designate separate Parcel status for any property subject to this Declaration; or (v) if such amendment is necessary to enable an institutional or governmental lender or purchaser of Mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration. Notwithstanding the foregoing, in no event shall Declarant have the right to unilaterally amend this Declaration as aforesaid if such amendment will: (A) adversely affect the right(s) of any Owner hereunder to develop, use and enjoy such Owner's Unit or Parcel; (B) adversely affect title to any Unit or Parcel; or (C) adversely affect the rights of the holder of any security interest, without in each instance first obtaining the prior written consent of the affected Owner and/or holder, as applicable.

(b) By the Board. The Board of Directors may, with the written consent of the Declarant during the Development Period, and without a vote of the Voting Delegates, amend the Declaration for the following purposes: (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Units subject to this Declaration; (iii) if such amendment is necessary to designate separate Parcel status for any property subject to this Declaration; or (v) if such amendment submits Riverview Landing to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.* Notwithstanding the foregoing, in no event shall the Board of Directors have the right to amend this Declaration as aforesaid if such amendment will: (A) adversely affect the right(s) of any Owner hereunder to develop, use and enjoy such Owner's Unit or Parcel; (B) adversely affect title to any Unit or Parcel; or (C) adversely affect the rights of the holder of any security interest, without in each instance first obtaining the prior written consent of the affected Owner and/or holder, as applicable.

(c) By the Master Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Voting Delegates holding at least two-thirds (2/3) of the Total Association Vote and, during the Development Period, the consent of Declarant.

(d) Rights Reserved for Multi-Family One Parcel Owner and Multi-Family Two Parcel Owner. Notwithstanding the foregoing or any other provision of this Declaration, any amendment to this Declaration or the Bylaws which adversely affects or impairs the right of the Multi-Family One Parcel Owner and/or the Multi-Family Two Parcel Owner to develop,

construct, use or operate its Parcel or to otherwise use the Common Property (including, without limitation, the right of the Multi-Family One Parcel Owner or the Multi-Family Two Parcel Owner to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or any enclosed dog park within Riverview Landing, shall require the consent of such Owner to be effective.

(e) General. Amendments to this Declaration shall become effective upon the filing for record in the Office of the Clerk of Superior Court of Cobb County, Georgia unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. In the event an Owner is entitled to personally vote, or in the case of a Voting Delegate, the consent of an Owner or Voting Delegate, as the case may be, shall be evidenced by the execution of the amendment by said Owner or Voting Delegate, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Master Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required vote of Owners and/or Voting Delegates was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given.

(f) Non-Uniform Amendments. The amendments authorized by this Section 10.6 may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

10.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

10.8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

10.9. Notices. Notices provided for in this Declaration or the Articles of Incorporation or Bylaws shall be in writing, and shall be addressed to any Owner or Occupant at the address of the Unit or such other address for the Owner or Occupant as shall be on file with the Master Association and to the Declarant or the Master Association or any Parcel Association at the address of their respective registered agent in the State of Georgia. Any Owner or Occupant may designate a different address for notices to such Owner or Occupant by giving written notice to the Master Association. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by commercial courier service or delivery by electronic transmission in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic

Transactions Act". The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or receipt on the return receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.10. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

10.11. No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same in the real estate records of Cobb County, Georgia.

10.12. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by Voting Delegates representing at least seventy-five percent (75%) of the Total Association Vote and the consent of Declarant. This Section shall not apply to: (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Master Association in proceedings instituted against it; or (e) actions brought by the Master Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Master Association is a party. This Section shall not be amended unless such amendment is made by the Declarant and is approved by the percentage votes necessary to institute proceedings as provided above.

10.13. Preparer. This Declaration was prepared by Rachel E. Conrad, Dorough & Dorough, LLC, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.14. Contracts Executed During Declarant Control. Each Owner acknowledges that Declarant or an affiliate thereof may provide services utilized by Riverview Landing, including, but not limited to, property management and landscape services. Each Owner consents and agrees that the Master Association, acting through the Declarant-appointed Board, may enter into service contracts with Declarant and its affiliates without approval of any Owner or unaffiliated board member, but only so long as such service contracts are on terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than Declarant and its affiliates.

10.15. No Discrimination. No action shall be taken by the Declarant, the Master Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

10.16. Security. THE DECLARANT OR THE MASTER ASSOCIATION MAY, FROM TIME TO TIME, TAKE STEPS TO PROVIDE SOME MEASURE OF SECURITY ON THE COMMON PROPERTY; HOWEVER, NEITHER THE DECLARANT NOR THE MASTER ASSOCIATION IS A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY ON THE COMMON PROPERTY OR ANY OTHER PORTION OF RIVERVIEW LANDING. THE OBLIGATION TO PROVIDE SECURITY LIES SOLELY WITH EACH UNIT OWNER INDIVIDUALLY. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE MASTER ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN RIVERVIEW LANDING OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE MASTER ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ANY OTHER PORTION OF RIVERVIEW LANDING; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE MASTER ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

10.17. Indemnification. To the fullest extent allowed by applicable Georgia law, the Master Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys' fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad

faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association, and the Master Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Master Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.18. Successor Declarant. No successor to the Declarant shall be responsible or subject to liability, by operation of law, or through the purchase of Declarant's interest in Riverview Landing or any portion thereof at foreclosure, or otherwise, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of such Declarant.

10.19. Dispute Resolution. Prior to filing a lawsuit against the Master Association, the Board, or any officer, director, or property manager of the Master Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be delivered to the Master Association in accordance with Section 10.9 of this Declaration. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

10.20. Notice of Sale or Acquisition of Multi-Family Units. The Owners of Multi-Family Units must keep the Master Association apprised of their name, address and contact information (telephone number and e-mail address). Prior to or promptly following the sale of a Multi-Family Unit, the new Owner shall provide the Master Association with written notice of the name, mailing address and contact information of the Owner. Such Multi-Family Unit shall notify the Master Association of any change in name, address or contact information of the Owner. This Section shall not apply to any Residential Unit which is encumbered by a Parcel Declaration and governed by a Parcel Association.

10.21. Implied Rights. The Master Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

10.22. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, any rule, regulation, use restriction, Architectural Guideline or Multi-

Family Architectural Guideline promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for Riverview Landing.

10.23. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Parcel Declaration and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Parcel Declaration or Parcel Association shall be subject and subordinate to those of this Declaration and the Master Association. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

10.24. Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that it will be subject to and bound by the terms and conditions of this Declaration, Bylaws, Architectural Guidelines, Multi-Family Architectural Guideline (as applicable) and any rules and regulations adopted pursuant thereto, as expressly provided in this Declaration. Each Owner and Occupant also acknowledges the following:

(a) because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, each Owner acknowledges that there may be conditions outside of the property that such Owner finds objectionable and that it shall be the sole responsibility of such Owner to become acquainted with neighborhood conditions that could affect the Unit or Parcel;

(b) Declarant will be constructing portions of Riverview Landing and adjacent property and may engage in other construction activities related to other portions of the development and such adjacent property. Such construction activities may, from time to time, produce certain conditions within or in the vicinity of Riverview Landing, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons in Riverview Landing. Notwithstanding the foregoing, each Owner agrees that such conditions in Riverview Landing resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant, builders approved by Declarant and their respective representatives or agents to be deemed in violation of any provision of this Declaration; and

(c) Declarant or its affiliates do not guarantee or represent that any view over and across any portion of the Common Property, green space or other facility will be preserved without impairment. The owners of such areas shall have no obligation to prune or thin trees or other landscaping, and shall have the right to add trees and other landscaping or to install improvements or barriers to such areas. Any such additions or changes may diminish or obstruct

any view from any Unit and any express or implied easements for view purposes or for the passage of air and light are hereby disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of the Common Property, green space or other facility which the Unit may enjoy as of the date of the purchase of such Unit may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (natural and artificial).

Riverview Landing is a master planned community, the development of which is likely to extend over many years and each Owner agrees not to protest, challenge or otherwise disagree with: (a) changes in uses or density or plans and specifications for any Improvements as permitted by this Declaration; or (b) changes in the master plan for Riverview Landing as permitted by this Declaration; provided, however, that this provision shall not apply to the Owner of the Multi-Family One Parcel or the Owner of the Multi-Family Two Parcel.

(d) The property contained and referenced in this Declaration is located in close proximity to a heavy industrial area which may, at times, produce loud noises, noxious odors and sounds. Each Owner and Occupant acknowledges and accepts that the heavy industrial land uses, including their necessary ancillary activities are recognized and acceptable conditions concerning which the parties herein have any control over the use of such industrial properties. Each Owner and Occupant hereby waives any right to file a cause of action for nuisance that may arise out of the lawful use of the adjacent property for heavy industrial purposes.

By virtue of taking title to a Unit in Riverview Landing, each Owner and Occupant assumes all risks of personal injury or property damage arising out of the ownership or occupancy of a Unit in Riverview Landing and further acknowledges that Declarant, the Master Association, the Multi-Family One Parcel Owner, the Multi-Family Two Parcel Owner and their respective employees, members, representatives and agents have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose, relative to the existence or absence of smell, noise or dust or other conditions which may disturb the peace, quiet, safety, comfort or serenity of the Owners and Occupants of Units in Riverview Landing arising out of the use of adjacent property for industrial purposes.

IN WITNESS WHEREOF, Declarant herein hereby executes this instrument by and through the undersigned and under its seal, this 19 day of June, 201
2020.


DECLARANT:

TAC-RW LOT 2, LLC, a Georgia limited liability company

By:

Name:

Title:

 (SEAL)
Dror Bezalet
Vice President

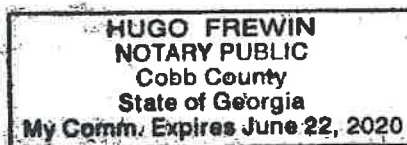
Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: June 22, 2020

[AFFIX NOTARY SEAL]



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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby executes this instrument by and through the undersigned and under its seal, this 19 day of June, ~~201~~₂₀₂₀.

ASSOCIATION: **RIVERVIEW LANDING OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: James B. Bikoff
James Bikoff, President

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: June 22, 2020

[AFFIX NOTARY SEAL]

HUGO FREWIN
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 22, 2020

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: June 22, 2020

[AFFIX NOTARY SEAL]

Attest: [Signature]
James Baker, Secretary

[CORPORATE SEAL]


HUGO FREWIN
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 22, 2020

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

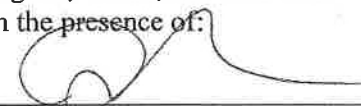
IN WITNESS WHEREOF, the undersigned Owner of a portion of the parcel of land described on Exhibit "A" attached hereto does hereby declare and consent, on behalf of such Owner and such Owner's heirs, successors, legal representatives, successors-in-title and assigns, that from and after the date hereof the property of Owner described on Exhibit "A" attached hereto shall be owned, held, transferred, sold, conveyed, used, occupied, and encumbered subject to all of the terms, provisions, covenants, restrictions and easements contained in this Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing.

This 19 day of June, 201
2020

Owner: **TAC-RW LOT 1, LLC,**
a Georgia limited liability company

By:  (SEAL)
Print Name: Dor Bezael
Title: Vice President

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: June 22, 2020

[AFFIX NOTARY SEAL]

<p>HUGO FREWIN NOTARY PUBLIC Cobb County State of Georgia My Comm. Expires June 22, 2020</p>
--

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Owner of a portion of the parcel of land described on Exhibit "A" attached hereto does hereby declare and consent, on behalf of such Owner and such Owner's heirs, successors, legal representatives, successors-in-title and assigns, that from and after the date hereof the property of Owner described on Exhibit "A" attached hereto shall be owned, held, transferred, sold, conveyed, used, occupied, and encumbered subject to all of the terms, provisions, covenants, restrictions and easements contained in this Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing.

This 19 day of June, ~~201~~
2020

Owner: **TAC-RW LOT 3, LLC,**
a Georgia limited liability company

By: [Signature] (SEAL)
Print Name: Dor Becate
Title: Vice President

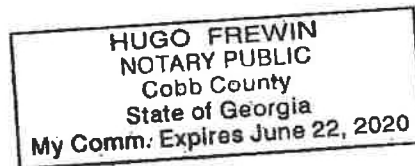
Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: June 22, 2020

[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Owner of a portion of the parcel of land described on Exhibit "A" attached hereto does hereby declare and consent, on behalf of such Owner and such Owner's heirs, successors, legal representatives, successors-in-title and assigns, that from and after the date hereof the property of Owner described on Exhibit "A" attached hereto shall be owned, held, transferred, sold, conveyed, used, occupied, and encumbered subject to all of the terms, provisions, covenants, restrictions and easements contained in this Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing.

This 19 day of June, ~~201~~
2020

Owner: **PRESTWICK RIVERVIEW, LLC,**
a Georgia limited liability company

By: Riverview Apartment Development
JV, LLC, a Delaware limited liability
company, its sole member and
manager

By: Wiley A. Tucker, III (SEAL)
Print Name: Wiley A. Tucker, III
Title: Authorized Signatory

Signed, sealed, and delivered
in the presence of:

H. Brandon Dyer
WITNESS

Megan Bell
NOTARY PUBLIC

My Commission Expires: 3-27-2024

[AFFIX NOTARY SEAL]

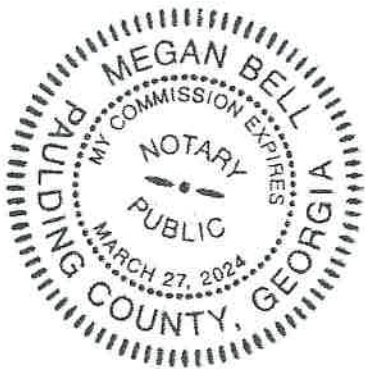


EXHIBIT "A"

Property Submitted To This Declaration

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 175 & 176 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set at the southerly end of the mitered intersection of the southwesterly right-of-way line of Nichols Drive (50' R/W) with the northwesterly right-of-way line of River View Road (60' R/W); thence along said right-of-way line of River View Road the following courses and distances: South 28 degrees 33 minutes 57 seconds West a distance of 535.90 feet to an iron pin set; thence South 28 degrees 34 minutes 12 seconds West a distance of 39.17 feet to a point; thence 59.87 feet along an arc of a curve to the right, said curve having a radius of 760.29 feet and a chord bearing and distance of South 30 degrees 49 minutes 33 seconds West 59.85 feet to a point; thence 225.94 feet along an arc of a curve to the right, said curve having a radius of 760.29 feet and a chord bearing and distance of South 41 degrees 35 minutes 42 seconds West 225.11 feet to an iron pin set; thence leaving said right-of-way line of River View Road North 50 degrees 11 minutes 30 seconds West a distance of 413.69 feet to an iron pin found (1" Open Top Pipe); thence South 35 degrees 28 minutes 23 seconds West a distance of 229.64 feet to an iron pin set; thence North 48 degrees 25 minutes 48 seconds West a distance of 949.43 feet to an iron pin set; thence North 30 degrees 08 minutes 00 seconds East a distance of 104.17 feet to a point; thence South 83 degrees 28 minutes 26 seconds East a distance of 595.80 feet to an iron pin set on the westerly right-of-way line at the cul-de-sac of Armstrong Place (50' R/W); thence around said cul-de-sac 152.46 feet along an arc of a curve to the left, said curve having a radius of 60.00 feet and a chord bearing and distance of South 19 degrees 20 minutes 03 seconds East 114.63 feet to an iron pin found (angle iron); thence 122.26 feet along an arc of a curve to the left, said curve having a radius of 60.00 feet and a chord bearing and distance of North 29 degrees 29 minutes 40 seconds East 102.18 feet to a point; thence along the southeasterly right-of-way line of Armstrong Place the following courses and distances: North 35 degrees 35 minutes 54 seconds East a distance of 82.07 feet to a point; thence 293.93 feet along an arc of a curve to the right, said curve having a radius of 995.13 feet and a chord bearing and distance of North 43 degrees 14 minutes 17 seconds East 292.86 feet to a point; thence North 50 degrees 45 minutes 54 seconds East a distance of 80.47 feet to an iron pin set at the intersection of said southeasterly right-of-way line of Armstrong Place with the southwesterly right-of-way line of Nichols Drive; thence along said right-of-way line of Nichols Drive the following courses and distances: 50.84 feet along an arc of a curve to the left, said curve having a radius of 263.73 feet and a chord bearing and distance of South 49 degrees 44 minutes 07 seconds East 50.76 feet to an iron pin set; thence South 55 degrees 48 minutes 17 seconds East a distance of 238.63 feet to an iron pin found; thence South 54 degrees 59 minutes 37 seconds East a distance of 89.49 feet to a point; thence 120.75 feet along an arc of a curve to the left, said curve having a radius of 263.73 feet and a chord bearing and distance of South 68 degrees 41 minutes 46 seconds East 119.70 feet to a Nail set; thence South 81 degrees 48 minutes 46 seconds East a distance of

134.58 feet to an iron pin set at the northerly end of said mitered intersection of Nichols Drive and River View Road; thence along said miter South 27 degrees 48 minutes 56 seconds East a distance of 40.95 feet to an iron pin set and the POINT OF BEGINNING.

Said tract containing 18.967 acres

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 61, 171, 172 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (60' R/W) with the northeasterly right-of-way line of Nichols Drive (50' R/W); thence along said right-of-way line of Nichols Drive the following courses and distances: North 79 degrees 33 minutes 22 seconds West a distance of 238.42 feet to an iron pin found; thence North 57 degrees 29 minutes 42 seconds West a distance of 271.54 feet to an iron pin found (Georgia Power); thence South 02 degrees 11 minutes 41 seconds West a distance of 6.90 feet to a point; thence North 55 degrees 48 minutes 17 seconds West a distance of 106.02 feet to an iron pin set; thence 188.54 feet along an arc of a curve to the right, said curve having a radius of 213.73 feet and a chord bearing and distance of North 30 degrees 28 minutes 56 seconds West 182.49 feet to an iron pin set; thence North 01 degrees 52 minutes 39 seconds East a distance of 434.13 feet to an iron pin found; thence North 02 degrees 08 minutes 50 seconds East a distance of 322.24 feet to an iron pin found on the easterly right-of-way line of the cul-de-sac of Nichols Drive; thence along the cul-de-sac 33.25 feet along an arc of a curve to the left, said curve having a radius of 60.00 feet and a chord bearing and distance of North 51 degrees 55 minutes 13 seconds East 32.83 feet to an iron pin found; thence 180.70 feet along an arc of a curve to the left, said curve having a radius of 60.00 feet and a chord bearing and distance of North 49 degrees 19 minutes 07 seconds West 119.75 feet to an iron pin found; thence leaving said right-of-way line of Nichols Drive North 70 degrees 57 minutes 11 seconds West a distance of 194.12 feet to an iron pin found; thence North 05 degrees 34 minutes 47 seconds East a distance of 300.07 feet to an iron pin found on the Land Lot Line common to Land Lots 62 & 171; thence along said Land Lot Line South 89 degrees 19 minutes 52 seconds East a distance of 212.19 feet to a point; thence South 89 degrees 50 minutes 04 seconds East a distance of 738.82 feet to an iron pin found (3/4" Open Top Pipe); thence South 67 degrees 17 minutes 56 seconds East a distance of 136.06 feet to a point; thence North 77 degrees 44 minutes 39 seconds East a distance of 32.98 feet to a point; thence South 65 degrees 11 minutes 42 seconds East a distance of 366.82 feet to a point on the westerly right-of-way line of Dickerson Drive (70' R/W); thence along said right-of-way line of Dickerson Drive the following courses and distances: South 06 degrees 13 minutes 44 seconds East a distance of 119.68 feet to an iron pin set at the intersection of said westerly right-of-way line of Dickerson Drive with the northwesterly right-of-way line of River View Road; thence along said right-of-way line of River View Road the following courses and distances: 247.86 feet along an arc of a curve to the left, said curve having a radius of 233.38 feet and a chord bearing and distance of South 39 degrees 21 minutes 39 seconds West 236.38 feet to an iron pin set; thence South 08 degrees 16 minutes 19 seconds West a distance of 89.73 feet to an iron pin found; thence South 08 degrees 45 minutes 08 seconds West a distance of 27.79 feet

to a point; thence 72.73 feet along an arc of a curve to the right, said curve having a radius of 589.41 feet and a chord bearing and distance of South 10 degrees 54 minutes 30 seconds West 72.68 feet to an iron pin found; thence 115.85 feet along an arc of a curve to the right, said curve having a radius of 589.41 feet and a chord bearing and distance of South 21 degrees 11 minutes 18 seconds West 115.66 feet to a point; thence South 25 degrees 09 minutes 36 seconds West a distance of 66.17 feet to an iron pin found (angle iron); thence South 26 degrees 37 minutes 00 seconds West a distance of 345.31 feet to a point; thence 37.88 feet along an arc of a curve to the left, said curve having a radius of 2,894.79 feet and a chord bearing and distance of South 24 degrees 17 minutes 37 seconds West 37.88 feet to an iron pin with cap found; thence 29.78 feet along an arc of a curve to the left, said curve having a radius of 2,894.79 feet and a chord bearing and distance of South 27 degrees 31 minutes 07 seconds West 29.78 feet to a point; thence South 25 degrees 02 minutes 37 seconds West a distance of 296.46 feet to a point; thence 129.41 feet along an arc of a curve to the right, said curve having a radius of 2,834.79 feet and a chord bearing and distance of South 26 degrees 21 minutes 05 seconds West 129.39 feet to an iron pin set and the POINT OF BEGINNING.

Said tract containing 36.501 acres.

TRACT 3

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 61, 172, 174, 175 & 284 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (60' R/W) with the westerly right-of-way line of Dickerson Drive (70' R/W); thence crossing River View Road South 02 degrees 57 minutes 51 seconds West a distance of 98.75 feet to a concrete monument found on the southeasterly right-of-way line of said River View Road, said point being the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING, as thus established, thence along said right-of-way line the following courses and distances: 133.52 feet along an arc of a curve to the right, said curve having a radius of 365.14 feet and a chord bearing and distance of North 54 degrees 36 minutes 19 seconds East 132.78 feet to a point; thence North 76 degrees 27 minutes 58 seconds East a distance of 172.83 feet to a point; thence North 67 degrees 42 minutes 17 seconds East a distance of 40.32 feet to a point; thence North 59 degrees 29 minutes 41 seconds East a distance of 59.88 feet to a point; thence North 54 degrees 46 minutes 32 seconds East a distance of 40.16 feet to a point; thence 195.63 feet along an arc of a curve to the left, said curve having a radius of 425.14 feet and a chord bearing and distance of North 45 degrees 08 minutes 31 seconds East 193.91 feet to an iron pin set; thence North 31 degrees 57 minutes 32 seconds East a distance of 177.95 feet to a point; thence North 31 degrees 57 minutes 32 seconds East a distance of 40.03 feet to an iron pin set; thence leaving said right-of-way line of River View Road South 60 degrees 29 minutes 04 seconds East a distance of 175.87 feet to an iron pin set; thence South 41 degrees 31 minutes 16 seconds West a distance of 40.89 feet to an iron pin set; thence South 60 degrees 29 minutes 04 seconds East a distance of 142.27 feet more or less to a point at the western bank of the Chattahoochee River, said point being referred to as Point "A"; thence 1,469 feet more or less along the western bank of the Chattahoochee River and the

meanderings thereof to Point "B", (said direct tie from Point "A" to Point "B" being South 39 degrees 32 minutes 49 seconds West a distance of 1,466.55 feet); thence 227 feet more or less along the western bank of the Chattahoochee River and the meanderings thereof to Point "C", (said direct tie from Point "B" to Point "C" being South 28 degrees 29 minutes 17 seconds West a distance of 226.95 feet); thence 1,702 feet more or less along the western bank of the Chattahoochee River and the meanderings thereof to Point "D", (said direct tie from Point "C" to Point "D" being South 30 degrees 59 minutes 55 seconds West a distance of 1,671.88 feet); thence leaving said western bank of the Chattahoochee River North 47 degrees 16 minutes 48 seconds West a distance of 355.53 feet more or less to an iron pin set on said easterly right-of-way line of River View Road; thence along said right-of-way line the following courses and distances: North 50 degrees 59 minutes 41 seconds East a distance of 230.93 feet to a point; thence 56.77 feet along an arc of a curve to the left, said curve having a radius of 820.29 feet and a chord bearing and distance of North 49 degrees 00 minutes 44 seconds East 56.76 feet to a point; thence 264.28 feet along an arc of a curve to the left, said curve having a radius of 820.29 feet and a chord bearing and distance of North 37 degrees 47 minutes 59 seconds East 263.14 feet to a point; thence North 24 degrees 46 minutes 16 seconds East a distance of 15.77 feet to an iron pin found (angle iron); thence North 28 degrees 42 minutes 29 seconds East a distance of 448.42 feet to a point; thence North 28 degrees 33 minutes 25 seconds East a distance of 161.00 feet to a point; thence 87.86 feet along an arc of a curve to the left, said curve having a radius of 2,894.79 feet and a chord bearing and distance of North 27 degrees 19 minutes 35 seconds East 87.86 feet to an iron pin found (Open Top Pipe); thence 90.29 feet along an arc of a curve to the left, said curve having a radius of 2,894.79 feet and a chord bearing and distance of North 26 degrees 18 minutes 04 seconds East 90.29 feet to a point; thence North 25 degrees 02 minutes 37 seconds East a distance of 112.13 feet to a point; thence North 25 degrees 02 minutes 37 seconds East a distance of 152.94 feet to an iron pin set; thence North 25 degrees 02 minutes 37 seconds East a distance of 31.39 feet to a point; thence 66.24 feet along an arc of a curve to the right, said curve having a radius of 2,834.79 feet and a chord bearing and distance of North 25 degrees 42 minutes 47 seconds East 66.23 feet to a point; thence North 25 degrees 59 minutes 12 seconds East a distance of 129.81 feet to an iron pin found; thence North 26 degrees 51 minutes 08 seconds East a distance of 250.08 feet to an iron pin found; thence North 24 degrees 17 minutes 32 seconds East a distance of 31.61 feet to a point; thence 207.61 feet along an arc of a curve to the left, said curve having a radius of 649.41 feet and a chord bearing and distance of North 17 degrees 13 minutes 27 seconds East 206.72 feet to a point; thence North 03 degrees 16 minutes 13 seconds East a distance of 11.51 feet to an iron pin found; thence 101.12 feet along an arc of a curve to the right, said curve having a radius of 366.16 feet and a chord bearing and distance of North 17 degrees 48 minutes 29 seconds East 100.80 feet to an iron pin set; thence 124.38 feet along an arc of a curve to the right, said curve having a radius of 365.14 feet and a chord bearing and distance of North 35 degrees 01 minutes 49 seconds East 123.78 feet to a concrete monument found and the TRUE POINT OF BEGINNING.

Said tract containing 26.420 acres more or less.

EXHIBIT "B"

Additional Property Which May be Submitted To This Declaration

All that tract or parcel of land lying and being in Land Lots 57, 58, 60, 61, 62, 63, 170, 171, 172, 174, 175, 176 and 284 of the 18th District, City of Smyrna, Cobb County, Georgia.

EXHIBIT "C"

Bylaws of Riverview Landing Owners Association, Inc.

BYLAWS

OF

RIVERVIEW LANDING OWNERS ASSOCIATION, INC.

Prepared By:
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BYLAWS
OF
RIVERVIEW LANDING OWNERS ASSOCIATION, INC.
- TABLE OF CONTENTS -

<u>Page Number</u>	
ARTICLE 1	<u>NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS</u>.....3
1.1	<u>NAME</u>3
1.2	<u>MEMBERSHIP</u>3
1.3	<u>DEFINITIONS</u>3
ARTICLE 2	<u>ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES</u>.....3
2.1	<u>PLACE OF MEETINGS</u>3
2.2	<u>ANNUAL MEETINGS</u>3
2.3	<u>SPECIAL MEETINGS</u>3
2.4	<u>RECORD DATE</u>4
2.5	<u>NOTICE OF MEETINGS</u>4
2.6	<u>WAIVER OF NOTICE</u>4
2.7	<u>ADJOURNMENT OF MEETINGS</u>4
2.8	<u>MEMBERSHIP LIST</u>4
2.9	<u>VOTING</u>5
2.10	<u>PROXIES</u>5
2.11	<u>QUORUM</u>5
2.12	<u>ACTION BY WRITTEN CONSENT</u>5
2.13	<u>ACTION BY WRITTEN BALLOT</u>6
ARTICLE 3	<u>BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS</u>.....6
3.1	<u>GOVERNING BODY: COMPOSITION</u>6
3.2	<u>DIRECTORS APPOINTED BY DECLARANT</u>6
3.3	<u>NUMBER OF DIRECTORS</u>7
3.4	<u>NOMINATION OF DIRECTORS</u>7
3.5	<u>REGULAR MEETINGS</u>7
3.6	<u>SPECIAL MEETINGS</u>7
3.7	<u>WAIVER OF NOTICE</u>7
3.8	<u>QUORUM OF BOARD OF DIRECTORS</u>8
3.9	<u>COMPENSATION</u>8
3.10	<u>OPEN MEETINGS</u>8
3.11	<u>EXECUTIVE SESSION</u>8
3.12	<u>ACTION WITHOUT A FORMAL MEETING</u>8
3.13	<u>TELEPHONIC PARTICIPATION</u>8
3.14	<u>POWERS</u>8
3.15	<u>MANAGEMENT AGENT</u>9
3.16	<u>BORROWING</u>10
3.17	<u>FINING PROCEDURE</u>10

ARTICLE 4	<u>OFFICERS</u>	11
4.1	<u>OFFICERS</u>	11
4.2	<u>ELECTION, TERM OF OFFICE, AND VACANCIES</u>	11
4.3	<u>ADDITIONAL OFFICERS AND AGENTS</u>	11
4.4	<u>SALARIES</u>	11
4.5	<u>REMOVAL</u>	11
4.6	<u>PRESIDENT</u>	11
4.7	<u>SECRETARY</u>	11
4.8	<u>TREASURER</u>	12
4.9	<u>RESIGNATION</u>	12
ARTICLE 5	<u>COMMITTEES</u>	12
ARTICLE 6	<u>MISCELLANEOUS</u>	12
6.1	<u>FISCAL YEAR</u>	12
6.2	<u>PARLIAMENTARY RULES</u>	12
6.3	<u>CONFLICTS</u>	12
6.4	<u>AMENDMENT</u>	13
6.5	<u>ELECTRONIC RECORDS, SIGNATURES AND DOCUMENTS</u>	13

BYLAWS
OF
RIVERVIEW LANDING OWNERS ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1. Name. The name of the corporation shall be Riverview Landing Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2. Membership. The Association shall have one class of membership, as is more fully set forth in that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit or the meaning set forth in the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.* ("Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 2
Association: Meetings, Quorum, Voting, Proxies

2.1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either in Riverview Landing or as convenient thereto as possible and practical.

2.2. Annual Meetings. There shall be an annual meeting of the Members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3. Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by Members or Voting Delegates entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4. Record Date. The Board of Directors shall fix in advance a record date for a determination of Members and/or Voting Delegates entitled to notice of and to vote at any meeting of Members or any adjournment thereof, or to make a determination of Members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of Members is to be taken.

2.5. Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or to cause to be delivered to each Member or Voting Delegate (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and, if and to the extent required by the Nonprofit Code or other applicable law (the "Governing Law"), the purpose(s) thereof. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or sent by electronic transmission in accordance with the Nonprofit Code to all Members and/or Voting Delegates of record at the address shown in the Association's current records. If an Owner wishes notice to be given at an address other than the Unit, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days in advance of any annual, regularly scheduled or special meeting. If any meeting of the Members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are Members or Voting Delegates of record as of the new record date.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member or Voting Delegate may, in writing or by electronic transmission signed by the Member or Voting Delegate entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or Voting Delegate, whether in person or by proxy, shall be deemed waiver by such Member or Voting Delegate of lack of notice or defective notice, unless such Member or Voting Delegate specifically objects to lack of proper notice at the time the meeting is called to order.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members or Voting Delegates who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8. Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the Members and/or Voting Delegates who are entitled to notice of the meeting. Beginning

at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of Members and Voting Delegates shall be available for inspection by any Member or a Member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to Members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9. Voting. The voting rights of the Members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10. Proxies. At all membership meetings, Voting Delegates or Members, may vote in person or by proxy. All proxy appointment forms shall be in writing, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. An electronic transmission must contain or be accompanied by information acceptable to the Board from which it can be determined that the Voting Delegate, Member, the Member's agent, or the Member's attorney- in-fact, as the case may be, authorized the electronic transmission. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member or Voting Delegate; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the Member or Voting Delegate; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the Member or Voting Delegate; (d) attendance by the Member or Voting Delegate and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.11. Quorum. The presence, in person or by proxy, of Members or Voting Delegates entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The Members or Voting Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12. Action by Written Consent. Any action required or permitted to be approved by the Members or Voting Delegates may be approved without a meeting if one (1) or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed, either personally or by an electronic transmission, and dated by Voting Delegates or Members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first Member or Voting Delegate signs a

consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all Members or Voting Delegates who did not sign a consent. Each consent in writing or by electronic transmission shall be included in the minutes of meetings of Members filed in the permanent records of the Association. No consent in writing or by electronic transmission shall be valid unless: (1) the consenting Voting Delegate or Member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to Members in a notice of a meeting at which the proposed action would have been submitted to the Members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13. Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by ballot in writing or by electronic transmission as provided herein. The Association shall deliver a ballot in writing or by electronic transmission to each Member or Voting Delegate entitled to vote on the matter. The ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing or electronic transmission shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing or by electronic transmission received by the Association may not be revoked. Approval by ballot in writing or by electronic transmission of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors.

3.2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any director or directors of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date on which the Declarant no longer owns any property primarily for development and/or sale in Riverview Landing or subject to annexation to Riverview Landing; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association by written document recorded in the Cobb County, Georgia land records.

Each Owner, by acceptance of a deed to or other conveyance of property within Riverview Landing, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or Occupants in Riverview Landing.

3.3. Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of from one to three directors as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of not less than three directors, with at least one director from each Parcel. The actual number of directors shall be equal to the number of Parcels; provided, however, in the event that one or more Parcels is subject to the same Parcel Declaration and governed by the same Parcel Association, such Parcels shall have only one director representing their interests on the Board. The President of any mandatory membership Parcel Association shall serve as the ex officio director for such Parcel(s) and all other Parcels shall be represented by a director elected or appointed by the Member(s) in each Parcel.

3.4. Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board.

3.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Declarant to appoint the directors terminates, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.6. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the day of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day of the meeting.

3.7. Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission

which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.8. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.9. Compensation. No director shall receive any compensation from the Association for acting as such.

3.10. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.11. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.12. Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.13. Telephonic Participation. One (1) or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.14. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each Member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the circumstances, counting each day a violation continues after notice from the Board as a separate violation;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.15. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days' written notice.

3.16. Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed the amount of the annual budget.

3.17. Fining. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the Member by first-class or certified mail sent to the address of the Member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, request a hearing in writing regarding the fine imposed;

(3) the name and address of a person to contact to challenge the fine;

(4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

(c) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the violation recurs, the Board may, upon notice stating the nature of the violation and delivered to the member by first class or certified mail sent to the address of the member shown on the Association's records, impose a fine.

Article 4
Officers

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. During the time that the Declarant has the right to appoint the officers and directors of the Association as provided in these Bylaws, all offices may be held by the same Person. Thereafter, any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The officers shall also be directors.

4.2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3. Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4. Salaries. The officers shall receive no compensation.

4.5. Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; notify the Members, Voting Delegates and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.8. Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the President or Secretary of the Association in the absence or disability of the President or Secretary, respectively.

4.9. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5 Committees

Advisory, standing and architectural review committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each such committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory, standing or architectural review committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Nonprofit Code except as expressly provided therein.

Article 6 Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2. Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4. Amendment.

(a) By the Declarant. The Declarant may unilaterally amend these Bylaws for any purpose; provided, however, any such amendment shall not: (a) materially adversely affect the substantive rights or obligations of any Owner; or (b) adversely affect the rights of the holder of any security interest without the written consent of such holder. In addition to the foregoing,

(b) By the Board of Directors. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Units subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on Units; or (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on Units.

(c) By the Members. In addition, these Bylaws may be amended upon the affirmative vote or written consent or any combination of affirmative vote or written consent of at least two-thirds (2/3) of the Total Association Vote and the Declarant.

(d) Rights Reserved for Multi-Family One Parcel Owner and Multi-Family Two Parcel Owner. Notwithstanding the foregoing or any other provision of these Bylaws, any amendment to the Bylaws which adversely affects or impairs the right of the Multi-Family One Parcel Owner or the Multi-Family Two Parcel Owner to develop, construct, use or operate the its Parcel or to otherwise use the Common Property (including, without limitation, the right of the Multi-Family One Parcel Owner or the Multi-Family Two Parcel Owner to use the Public Restroom and Storage Room, the Multi-Family Two Parcel Amenities [only with respect to the Owner of the Multi-Family Two Parcel], or to use or store water sports equipment therein) or any enclosed dog park within Riverview Landing shall require the consent of the Multi-Family One Parcel Owner and the Multi-Family Two Parcel Owner, as applicable, to be effective.

6.5. Electronic Records, Signatures and Documents. To the extent permitted by the Uniform Electronic Transaction Act, O.C.G.A. § 10-12-1, *et seq.*, the Nonprofit Code, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of electronic means providing sufficient security, reliability, identification and verifiability, which electronic means have been approved by the Board of Directors in its sole discretion.

P:\Clients\4704\Master Bylaws.Riverview Landing.doc

EXHIBIT "D"
Multi-Family One Parcel

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southeasterly right-of-way line of Armstrong Place (50' R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W); thence along said right-of-way line of Nichols Drive 50.84 feet along an arc of a curve to the left, said curve having a radius of 263.73 feet and a chord bearing and distance of South 49 degrees 44 minutes 07 seconds East 50.76 feet; thence along said right-of-way line of Nichols Drive South 55 degrees 48 minutes 17 seconds East a distance of 238.63 feet to a point; thence along said right-of-way line of Nichols Drive South 54 degrees 59 minutes 37 seconds East a distance of 80.83 feet to a point; thence along said right-of-way line of Nichols Drive South 35 degrees 31 minutes 49 seconds West a distance of 4.28 feet to a point; thence along said right-of-way line of Nichols Drive South 58 degrees 09 minutes 56 seconds East a distance of 26.43 feet to a point; thence along said right-of-way line of Nichols Drive South 59 degrees 37 minutes 03 seconds East a distance of 32.45 feet to a point; thence along said right-of-way line of Nichols Drive South 61 degrees 23 minutes 00 seconds East a distance of 191.21 feet to a point; thence along said right-of-way line of Nichols Drive South 65 degrees 46 minutes 20 seconds East a distance of 13.07 feet to a point; thence along said right-of-way line of Nichols Drive South 16 degrees 42 minutes 35 seconds East a distance of 28.24 feet to a point at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W); thence along said right-of-way line of River View Road South 28 degrees 34 minutes 06 seconds West a distance of 339.97 feet to a point; thence along said right-of-way line of River View Road South 61 degrees 25 minutes 54 seconds East a distance of 5.01 feet to a point; thence along said right-of-way line of River View Road South 28 degrees 33 minutes 57 seconds West a distance of 131.74 feet to a point; thence along said right-of-way line of River View Road South 28 degrees 34 minutes 12 seconds West a distance of 39.17 feet to a point; thence along said right-of-way line of River View Road 59.87 feet along an arc of a curve to the right, said curve having a radius of 760.29 feet and a chord bearing and distance of South 30 degrees 49 minutes 33 seconds West 59.85 feet to a point; thence along said right-of-way line of River View Road 225.94 feet along an arc of a curve to the right, said curve having a radius of 760.29 feet and a chord bearing and distance of South 41 degrees 35 minutes 42 seconds West 225.11 feet to an iron pin set; leaving said right-of-way line thence North 50 degrees 11 minutes 30 seconds West a distance of 254.23 feet to a point; thence North 02 degrees 11 minutes 41 seconds East a distance of 843.18 feet to a point on said southeasterly right-of-way line of Armstrong Place; thence along said right-of-way line of Armstrong Place North 50 degrees 45 minutes 54 seconds East a distance of 57.91 feet to an iron pin set and the TRUE POINT OF BEGINNING.

Said tract containing 8.834 acres.

TRACT 3A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 – Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 09 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, said point being the TRUE POINT OF BEGINNING and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 – Easting: 2194562.57, from the TRUE POINT OF BEGINNING, as thus established, thence leaving said right-of-way line of River View Road South 61 degrees 26 minutes 03 seconds East a distance of 167.21 feet to a point; thence South 12 degrees 21 minutes 59 seconds West a distance of 136.37 feet to a point; thence South 28 degrees 44 minutes 55 seconds West a distance of 576.43 feet to a point; thence North 49 degrees 05 minutes 19 seconds West a distance of 227.04 feet to a point on said right-of-way line of River View Road; thence along said right-of-way line of River View Road 74.21 feet along an arc of a curve to the left, said curve having a radius of 820.29 feet and a chord bearing and distance of North 31 degrees 09 minutes 41 seconds East 74.18 feet to a point; thence along said right-of-way line of River View Road North 24 degrees 46 minutes 16 seconds East a distance of 15.77 feet to a point; thence along said right-of-way line of River View Road North 28 degrees 42 minutes 29 seconds East a distance of 53.29 feet to a point; thence along said right-of-way line of River View Road North 28 degrees 42 minutes 29 seconds East a distance of 101.89 feet; thence along said right-of-way line of River View Road South 61 degrees 25 minutes 54 seconds East a distance of 15.66 feet to a point; thence along said right-of-way line of River View Road North 28 degrees 34 minutes 06 seconds East a distance of 413.84 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 3.250 acres.

TRACT 3B

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 174, 175 & 284 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 – Easting: 2194456.99; thence crossing River View Road South 22 degrees 33 minutes 07 seconds West a distance of 588.23 feet to a point on the southeasterly right-of-way line of said River View Road, said point being the TRUE POINT OF BEGINNING and having Georgia West Zone State Plane Coordinates of Northing: 1382629.21 –

Easting: 2194231.39, from the TRUE POINT OF BEGINNING, as thus established, thence leaving said right-of-way line of River View Road South 49 degrees 05 minutes 19 seconds East a distance of 227.04 feet to a point; thence North 28 degrees 44 minutes 55 seconds East a distance of 576.43 feet to a point; thence North 12 degrees 21 minutes 59 seconds East a distance of 136.37 feet to a point; thence South 61 degrees 26 minutes 03 seconds East a distance of 126.79 feet more or less to a point at the western bank of the Chattahoochee River, said point being referred to as Point "C"; thence along the western bank of the Chattahoochee River and the meanderings thereof to Point "D", having the following courses: thence South 13 degrees 00 minutes 28 seconds West a distance of 95.43 feet to a point; thence South 17 degrees 36 minutes 06 seconds West a distance of 109.66 feet to a point; thence South 28 degrees 35 minutes 00 seconds West a distance of 109.86 feet to a point; thence South 26 degrees 56 minutes 40 seconds West a distance of 76.80 feet to a point; thence South 29 degrees 25 minutes 44 seconds West a distance of 70.34 feet to a point; thence South 32 degrees 05 minutes 02 seconds West a distance of 91.93 feet to a point; thence South 29 degrees 44 minutes 53 seconds West a distance of 57.64 feet to a point; thence South 40 degrees 25 minutes 39 seconds West a distance of 61.25 feet to a point; thence South 31 degrees 41 minutes 32 seconds West a distance of 12.64 feet to a point; thence South 42 degrees 46 minutes 52 seconds West a distance of 88.97 feet to a point; thence South 41 degrees 49 minutes 31 seconds West a distance of 113.12 feet to a point; thence South 43 degrees 53 minutes 55 seconds West a distance of 104.99 feet to a point; thence South 42 degrees 27 minutes 46 seconds West a distance of 99.90 feet to a point; thence South 47 degrees 15 minutes 19 seconds West a distance of 114.43 feet to a point; thence South 47 degrees 21 minutes 39 seconds West a distance of 17.53 feet to Point "D"; thence leaving said western bank of the Chattahoochee River North 47 degrees 16 minutes 48 seconds West a distance of 355.53 feet to an iron pin set on said right-of-way line of River View Road; thence along said right-of-way line of River View Road North 50 degrees 59 minutes 41 seconds East a distance of 230.93 feet to a point; thence along said right-of-way line of River View Road 56.77 feet along an arc of a curve to the left, said curve having a radius of 820.29 feet and a chord bearing and distance of North 49 degrees 00 minutes 44 seconds East 56.76 feet to a point; thence along said right-of-way line of River View Road 190.08 feet along an arc of a curve to the left, said curve having a radius of 820.29 feet and a chord bearing and distance of North 40 degrees 23 minutes 29 seconds East 189.65 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 5.863 acres more or less.

EXHIBIT "E"
Multi-Family Two Parcel

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 171 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at the mitered intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the northeasterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383260.58 – Easting: 2194503.97; thence along said miter South 73 degrees 18 minutes 2 seconds West a distance of 28.13 feet to a point; thence along said right-of-way line of Nichols Drive the following courses and distances: thence North 59 degrees 55 minutes 24 seconds West a distance of 201.31 feet to a point; thence North 57 degrees 29 minutes 42 seconds West a distance of 271.54 feet to a point; thence South 2 degrees 11 minutes 41 seconds West a distance of 6.90 feet to a point; thence North 55 degrees 48 minutes 17 seconds West a distance of 105.64 feet to a point; thence 170.49 feet along an arc of a curve to the right, said curve having a radius of 213.73 feet and a chord bearing and distance of North 33 degrees 0 minutes 12 seconds West 166.01 feet to a point; thence East a distance of 55.67 feet to a point; thence 105.37 feet along an arc of a curve to the left, said curve having a radius of 62.00 feet and a chord bearing and distance of North 41 degrees 18 minutes 51 seconds East 93.14 feet to a point; thence North 7 degrees 2 minutes 40 seconds West a distance of 156.03 feet to a point; thence North 8 degrees 19 minutes 33 seconds East a distance of 16.81 feet to a point; thence North 27 degrees 25 minutes 53 seconds East a distance of 62.64 feet to a point; thence South 72 degrees 25 minutes 10 seconds East a distance of 89.68 feet to a point; thence South 71 degrees 19 minutes 56 seconds East a distance of 71.18 feet to a point; thence South 38 degrees 15 minutes 30 seconds East a distance of 28.27 feet to a point; thence South 41 degrees 38 minutes 54 seconds East 65.58 feet to a point; thence South 34 degrees 55 minutes 53 seconds East 98.99 feet to a point; thence South 47 degrees 14 minutes 15 seconds East 104.00 feet to a point; thence South 04 degrees 37 minutes 26 seconds East 21.99 feet to a point; thence South 48 degrees 40 minutes 56 seconds East 17.87 feet to a point; thence 25.98 feet along an arc of a curve to the left, said curve having a radius of 25.00 feet and a chord bearing and distance of South 33 degrees 50 minutes 45 seconds East 24.83 feet to a point; thence South 63 degrees 37 minutes 20 seconds East 16.40 feet to a point; thence South 69 degrees 00 minutes 54 seconds East 4.70 feet to a point; thence South 74 degrees 24 minutes 28 seconds East 20.48 feet to a point; thence South 67 degrees 25 minutes 23 seconds East 27.87 feet to a point; thence South 62 degrees 20 minutes 33 seconds East 44.51 feet to a point; thence South 60 degrees 05 minutes 32 seconds East 18.47 feet to a point; thence South 71 degrees 07 minutes 00 seconds East 21.47 feet to a point; thence South 77 degrees 07 minutes 53 seconds East 68.04 feet to a point; thence North 71 degrees 33 minutes 02 seconds East 63.22 feet to a point on said right-of-way line of River View Road; thence along said right-of-way line the following courses and distances: thence South 24 degrees 30 minutes 44 seconds West a distance of 56.25 feet to a point; thence continue Southwesterly along said line 205.79 feet; thence South 26 degrees 53 minutes 2 seconds West a distance of 27.51 feet to a point; thence South 27 degrees 59 minutes 4 seconds West a distance of 33.33 feet to a point; thence South 27 degrees 59 minutes 4 seconds West 57.48 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 5.922 acres.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 – Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, said point being the TRUE POINT OF BEGINNING and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 – Easting: 2194562.57, from the TRUE POINT OF BEGINNING, as thus established, thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 34.92 feet to a point; thence leaving said right-of-way line South 63 degrees 23 minutes 0 seconds East a distance of 209.96 feet to a point; North 26 degrees 37 minutes 0 seconds East a distance of 18.10 feet to a point; thence North 32 degrees 35 minutes 35 seconds East a distance of 15.62 feet to a point; thence North 38 degrees 34 minutes 9 seconds East a distance of 157.27 feet to a point; thence North 37 degrees 01 minute 22 seconds East a distance of 6.75 feet to a point; thence North 35 degrees 28 minutes 34 seconds East a distance of 377.75 feet to a point; thence South 60 degrees 15 minutes 3 seconds East a distance of 55.29 feet to a point; thence South 66 degrees 37 minutes 16 seconds East a distance of 90.81 feet more or less to a point at the western bank of the Chattahoochee River; thence along the western bank of the Chattahoochee River and the meanderings thereof the following courses and distances: South 41 degrees 7 minutes 24 seconds West a distance of 96.34 feet to a point; thence South 45 degrees 2 minutes 12 seconds West a distance of 107.25 feet to a point; thence South 40 degrees 9 minutes 32 seconds West a distance of 132.63 feet to a point; thence South 40 degrees 47 minutes 48 seconds West a distance of 129.47 feet to a point; thence South 38 degrees 14 minutes 52 seconds West a distance of 108.74 feet to a point; thence South 36 degrees 47 minutes 27 seconds West a distance of 115.31 feet to a point; thence South 29 degrees 5 minutes 45 seconds West a distance of 48.51 feet to a point; thence continue Southwesterly along said line, a distance of 36.02 feet; thence South 29 degrees 33 minutes 53 seconds West a distance of 82.39 feet to a point; thence South 27 degrees 47 minutes 32 seconds West a distance of 62.01 feet to a point; thence South 27 degrees 2 minutes 22 seconds West a distance of 46.57 feet to a point; thence continue Southwesterly along said line, a distance of 54.72 feet; thence South 24 degrees 50 minutes 37 seconds West a distance of 49.13 feet to a point; thence South 27 degrees 16 minutes 11 seconds West a distance of 95.61 feet to a point;

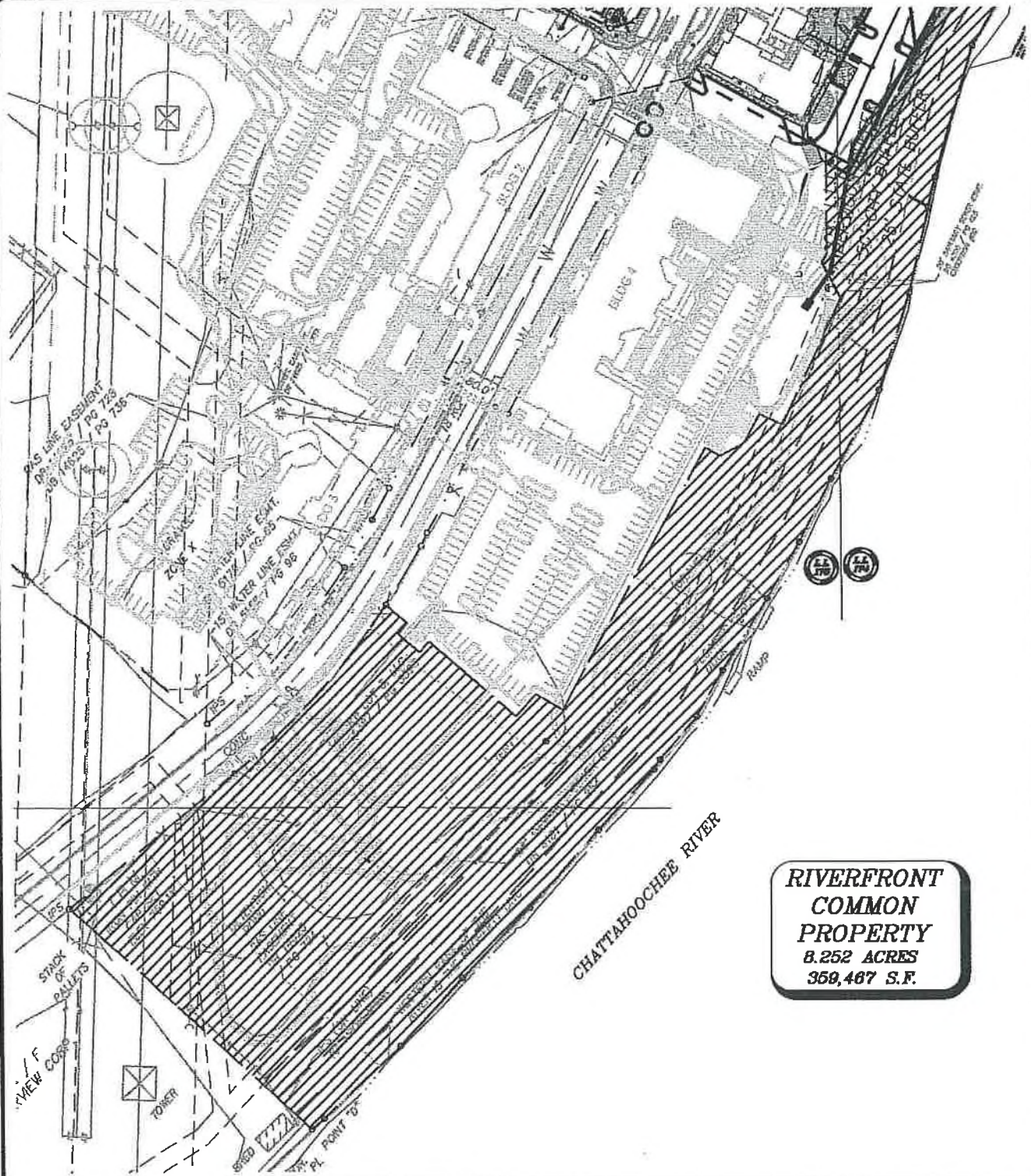
thence South 31 degrees 13 minutes 1 second West a distance of 97.05 feet to a point; thence South 15 degrees 56 minutes 44 seconds West a distance of 147.80 feet to a point; thence South 13 degrees 0 minutes 28 seconds West a distance of 33.04 feet to a point; thence leaving said western bank of the Chattahoochee River North 61 degrees 26 minutes 3 seconds West a distance of 88.05 feet to a point; thence North 61 degrees 26 minutes 3 seconds West a distance of 38.74 feet to a point; thence North 61 degrees 26 minutes 3 seconds West, a distance of 167.21 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 6.788 acres more or less.

EXHIBIT "F"
Riverfront Common Property

[ATTACHED]

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**RIVERFRONT
COMMON
PROPERTY**
8.252 ACRES
350,467 S.F.

1
EXHIBIT

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EXHIBIT F

**RIVERFRONT COMMON
PROPERTY EXHIBIT**

SCALE: 1" = 150'
DATE: 06/10/2020
PROJECT: 08031.13

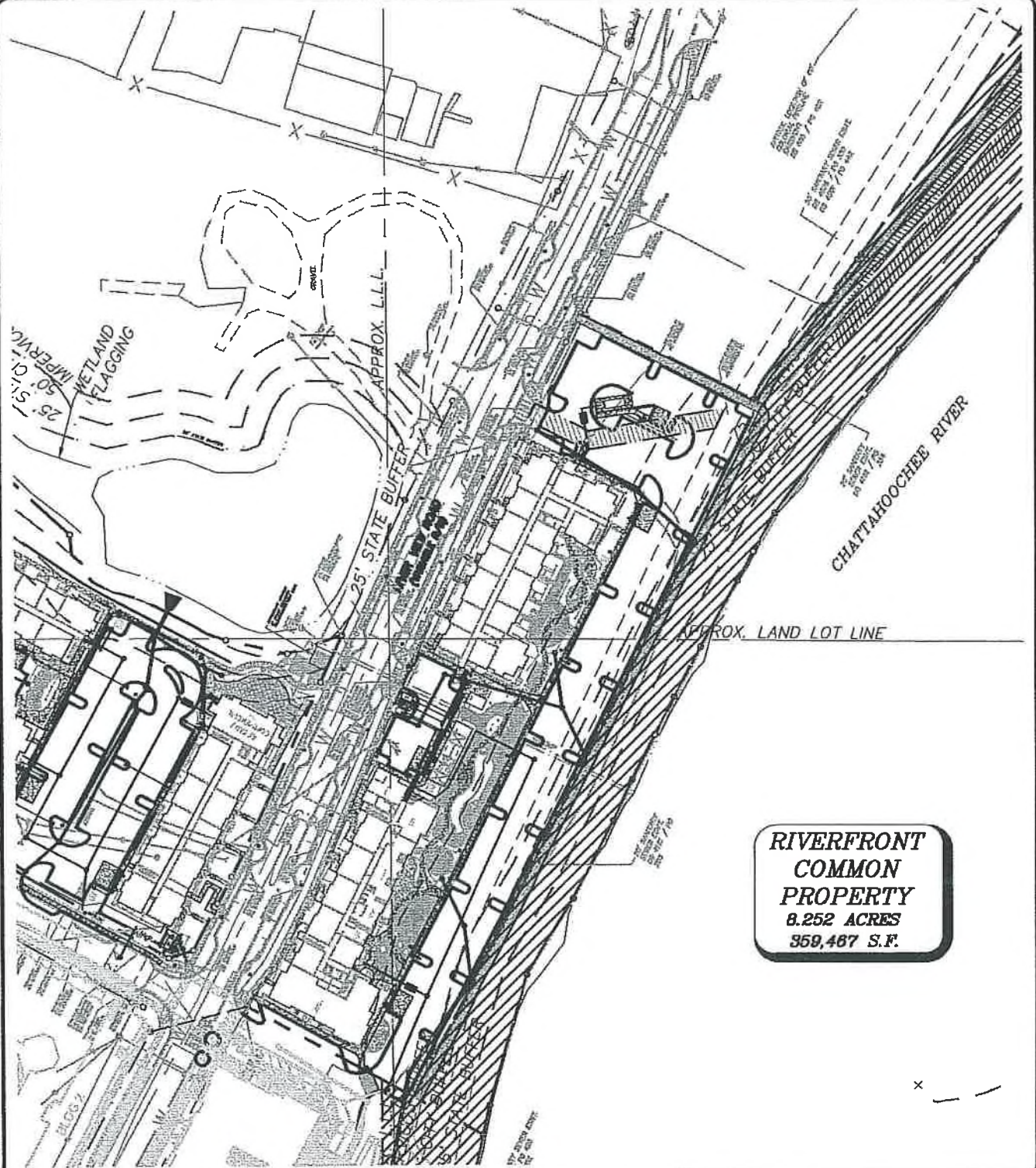
THE DRIFT AT RIVERVIEW LANDING
A MASTER PLANNED RESIDENTIAL DEVELOPMENT

FOR
PRESTWICK COMPANIES
3715 NORTHSIDE PARKWAY NW, BLDG 200, SUITE 175
ATLANTA, GA 30327
PHONE: 404-949-3875

CITY OF EMERY
CORS COUNTY
GEORGIA

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**RIVERFRONT
COMMON
PROPERTY**
8.252 ACRES
359,467 S.F.



2

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EXHIBIT F
-
RIVERFRONT COMMON
PROPERTY EXHIBIT



SCALE: 1" = 150'
DATE: 06/10/2020
PROJECT: 08031.13

THE DRIFT AT RIVERVIEW LANDING

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

FOR

PRESTWICK COMPANIES

3715 NORTHSIDE PARKWAY NW, BLDG 200, SUITE 175

ATLANTA, GA 30327
PHONE: 404-949-3875

CITY OF ATLANTA
COBB COUNTY
GEORGIA

LAND LOT 173, 174, 175
18TH DISTRICT

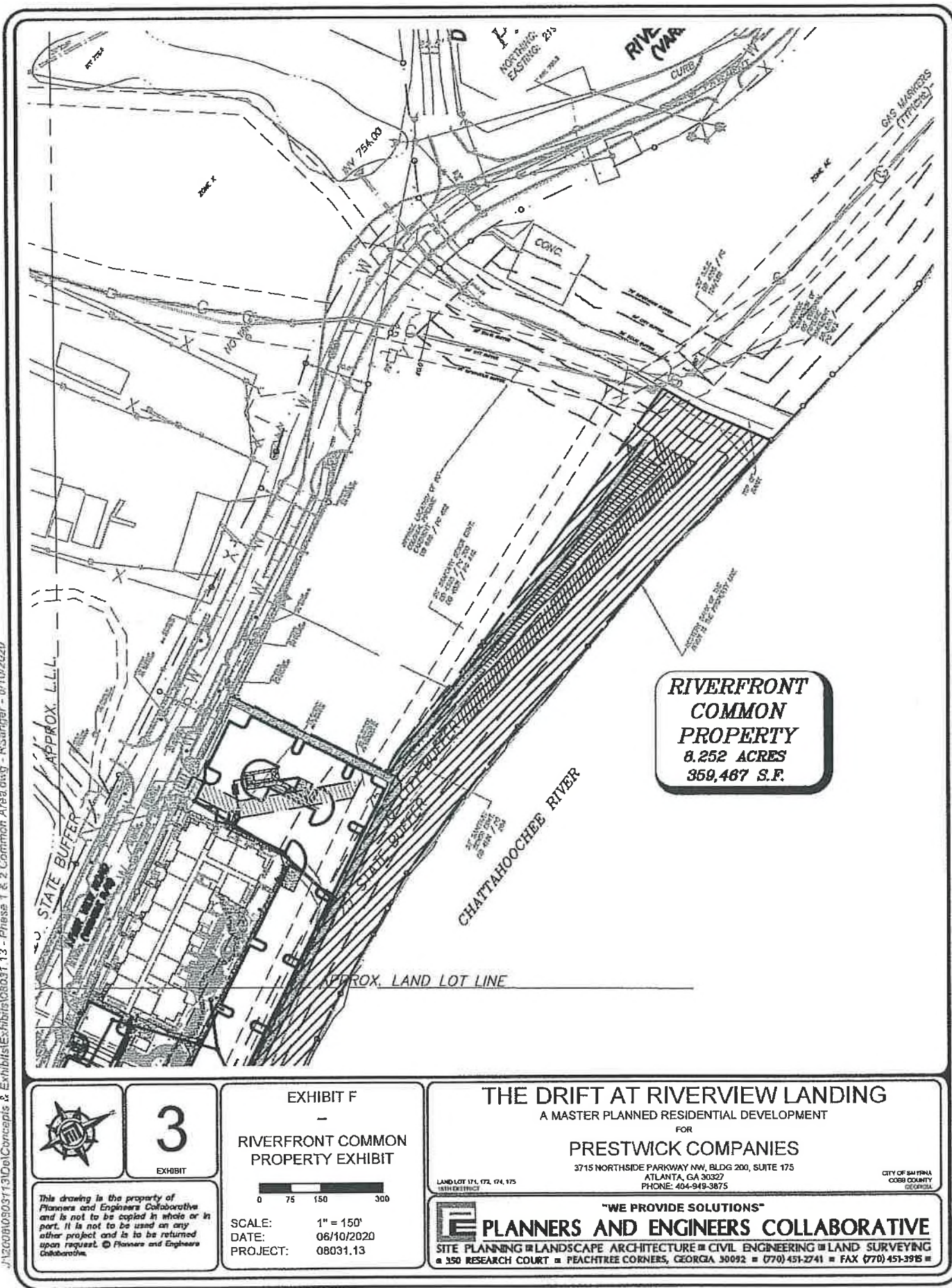


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3
EXHIBIT

EXHIBIT F
-
RIVERFRONT COMMON
PROPERTY EXHIBIT



SCALE: 1" = 150'
DATE: 06/10/2020
PROJECT: 08031.13

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THE DRIFT AT RIVERVIEW LANDING
A MASTER PLANNED RESIDENTIAL DEVELOPMENT
FOR
PRESTWICK COMPANIES

3715 NORTHSIDE PARKWAY NW, BLDG 200, SUITE 175
ATLANTA, GA 30327
PHONE: 404-949-3875

CITY OF ATLANTA
COBB COUNTY
GEORGIA

LAND LOT 174, 173, 174, 175
16TH DISTRICT

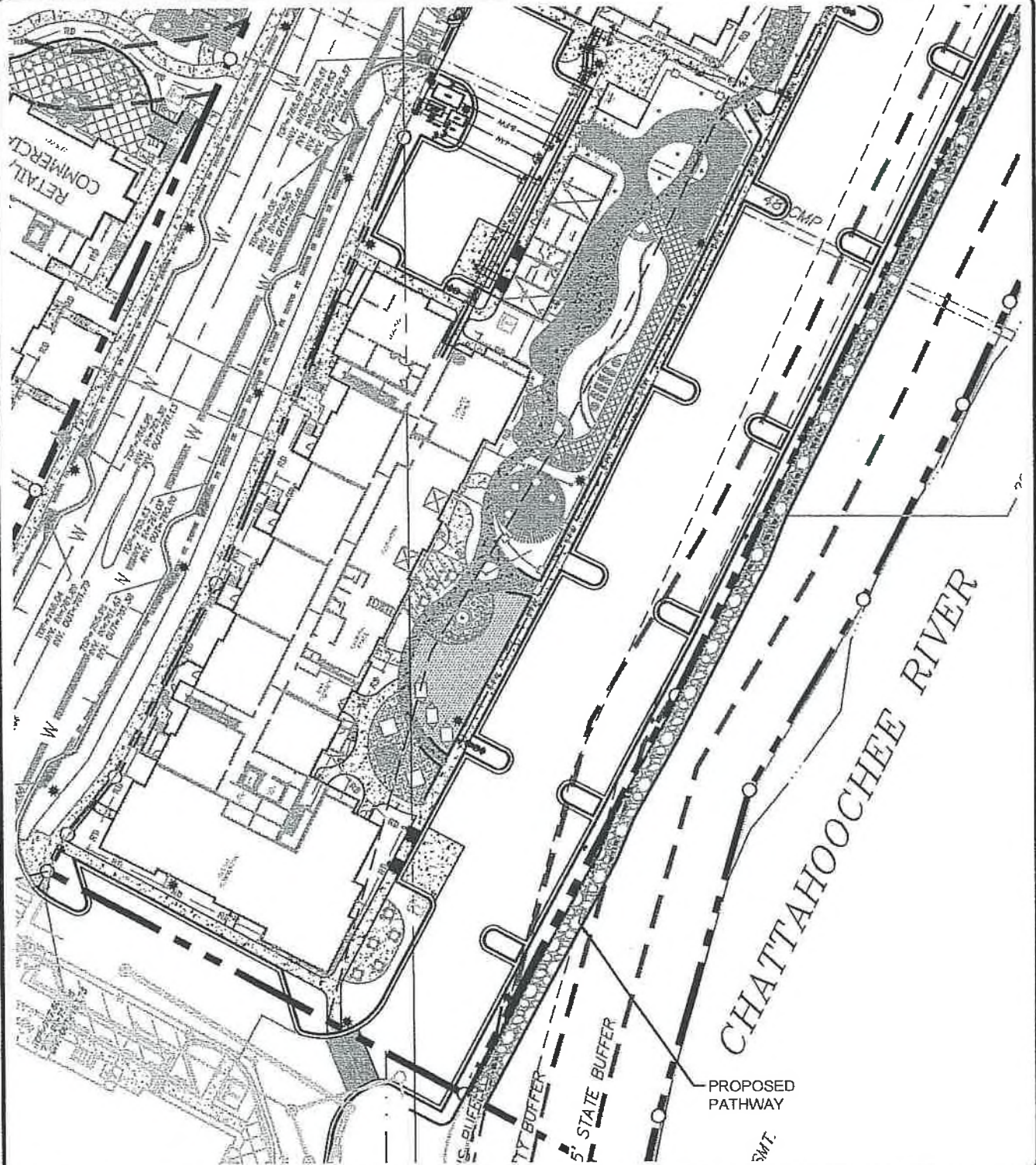
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EXHIBIT "G"

Plan Depicting Pathways on the Multi-Family Two Parcel

[ATTACHED]

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G

EXHIBIT

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EXHIBIT G
-
PATHWAY EXHIBIT



SCALE: 1" = 60'
DATE: 04/02/2020
PROJECT: 08031.13

THE DRIFT AT RIVERVIEW LANDING

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

FOR

PRESTWICK COMPANIES

3715 NORTHSIDE PARKWAY NW, BLDG 200, SUITE 175

ATLANTA, GA 30327

PHONE: 404-540-3876

LAND LOT 171, 172, 174, 175
15TH DISTRICT

CITY OF SAVANNA
CHESAPEAKE COUNTY
GEORGIA



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■ 350 RESEARCH COURT ■ PEACHTREE CORNERS, GEORGIA 30092 ■ (770) 451-2741 ■ FAX (770) 451-3975 ■

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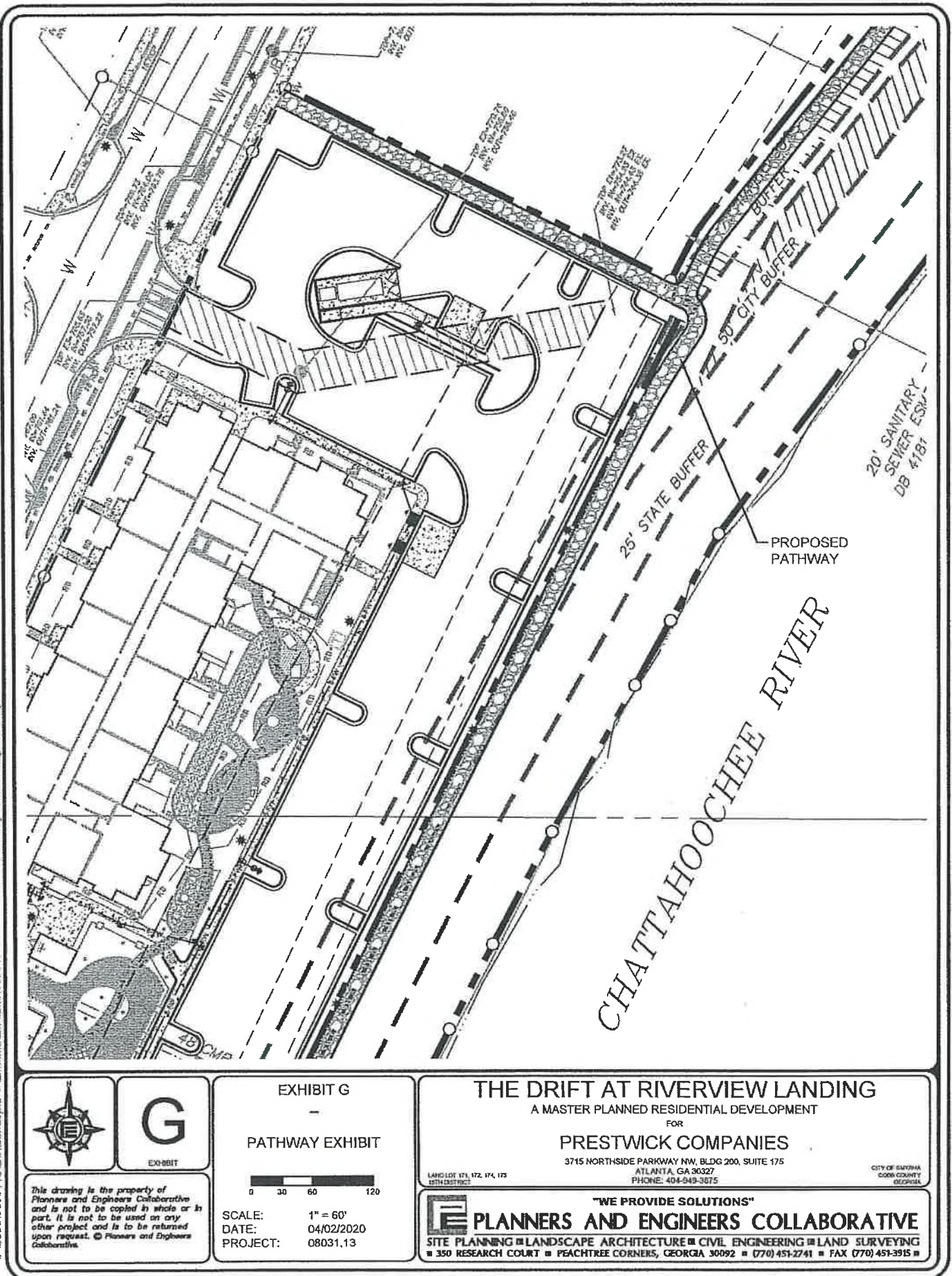
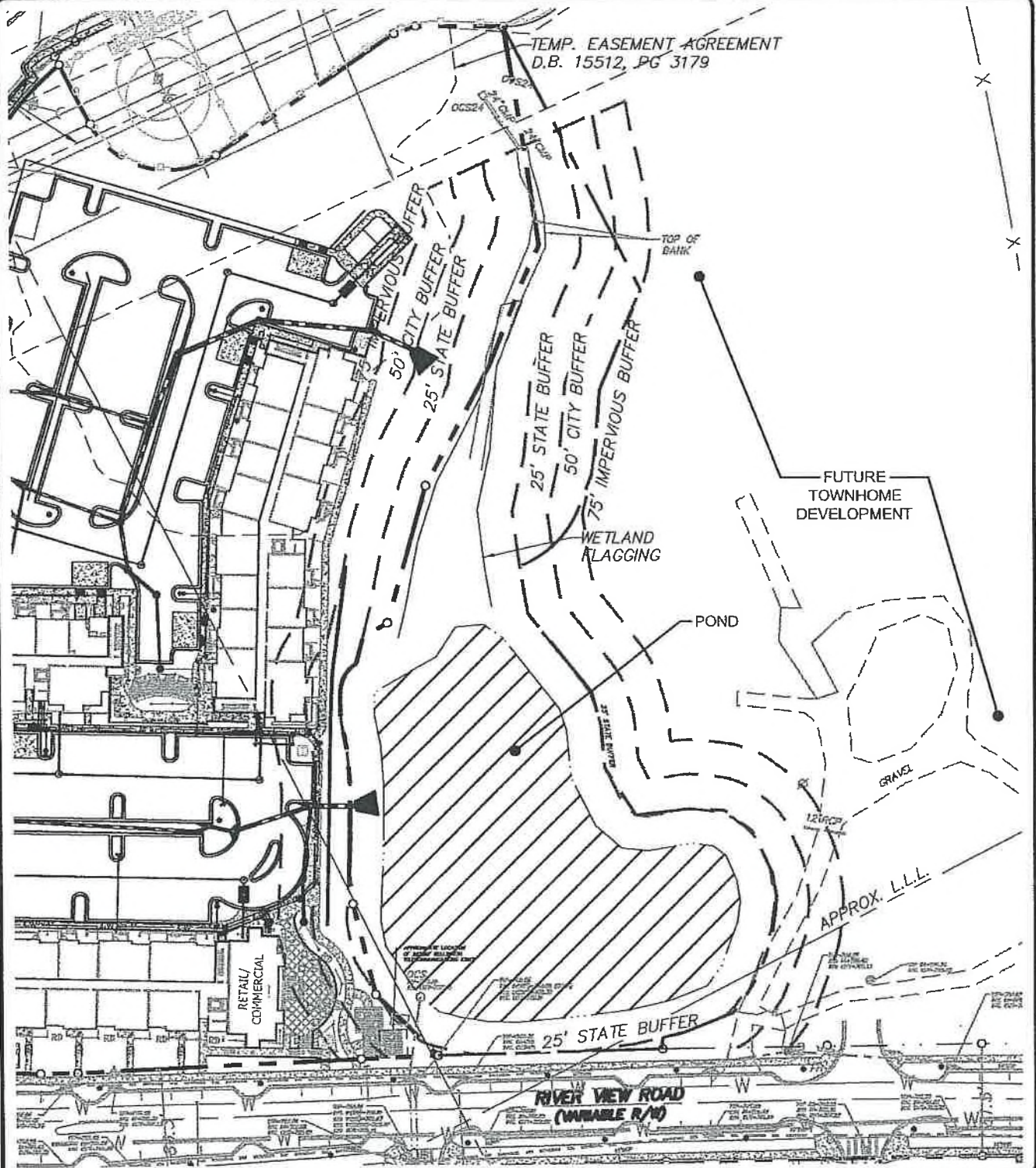




EXHIBIT "H"
Plan Depicting Pond

[ATTACHED]

J:\2008\0803113\DelConcepts & Exhibits\Exhibits\08031.13 - EXHIBIT H - Common Area Pond Exhibit.dwg - RSinger - 4/8/2020



H
EXHIBIT

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other project and is to be returned
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EXHIBIT H
COMMON AREA
POND EXHIBIT

0 50 100 200

SCALE: 1" = 100'
DATE: 04/02/2020
PROJECT: 08031.13

THE DRIFT AT RIVERVIEW LANDING
A MASTER PLANNED RESIDENTIAL DEVELOPMENT
FOR
PRESTWICK COMPANIES
3715 NORTHSIDE PARKWAY NW, BLDG 200, SUITE 175
ATLANTA, GA 30327
PHONE: 404-949-3875

CITY OF SUPPLA
COBB COUNTY
GEORGIA

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■ 350 RESEARCH COURT ■ PEACHTREE CORNERS, GEORGIA 30092 ■ (770) 451-2741 ■ FAX (770) 451-3915

CONSENT AND SUBORDINATION

First Horizon Bank f/k/a First Tennessee Bank National Association ("Lender"), being the owner and holder of that certain Deed to Secure Debt, Assignment and Security Agreement from Prestwick Riverview, LLC, dated as of February 1, 2018, and recorded in Deed Book 15512, Page 3208, of the Cobb County, Georgia Records (the "Security Instrument"), hereby approves that certain Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing (the "Declaration") to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title and interest and estate by virtue of the Security Instrument in and to the property described in such Security Instrument shall be subject and subordinate to said Declaration. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized agent to sign, seal and deliver this Consent and Subordination as of the date set forth below. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the property described in the Security Instrument to the terms of the Declaration. Except for such Consent and Subordination, no real or personal property encumbered by the Security Instrument shall be affected hereby and all real and personal property encumbered by the Security Instrument shall remain as security for the indebtedness described in the Security Instrument.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 14th day of JUNE, 2020.

LENDER:

FIRST HORIZON BANK f/k/a/ FIRST
TENNESSEE BANK NATIONAL
ASSOCIATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: 3/13/2022

By: Ty Treadwell

Name: Ty Treadwell

Title: Vice President

[SEAL]

[NOTARY SEAL]

JOANNE C. BECKMAN
STATE
OF
TENNESSEE
NOTARY
PUBLIC
HAMILTON COUNTY