

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RIVER STATION AND RIVER BANK RUN AT RIVER STATION SUBDIVISION

WHEREAS, the Lot Owners in River Station Subdivision as of the date of this Declaration of Covenants, Conditions, Restrictions and Easement are presently not subject to any covenants, conditions and/or restrictions in that the original covenants expired on or about December 31, 2002;

WHEREAS, certain owners of River Station Subdivision and River Bank Run at River Station (hereinafter "River Station" or "River Station Community") have and/or intend to subject their respective Lots to a Permanent Membership Declaration and to this Declaration Of Covenants, Conditions, and Restrictions but only upon the Permanent Membership Declaration having become effective;

WHEREAS, said Permanent Membership Declaration will become effective only when (a) the Owners of at least one hundred twenty-nine (129) Lots ("Threshold Lots"), that is 66.7% of all homes in the River Station Community (193 homes) have executed and/or otherwise submitted their Lots to the Permanent Declaration (of which, ninety-seven (97), 50.0% of the total, must be Full Members) on or before December 31, 2007 (which date may be unilaterally extended by the Board of Directors) (the "Enrollment Period"); (b) two (2) Association officers have executed a separate document certifying that the minimum number of required Owners has been obtained; and (c) the Association, acting by and through its Board of Directors has determined, in its discretion, to record the Permanent Declaration and the Exhibits thereto and the Declaration of Covenants, Restrictions and Easements for River Station Subdivision, such determination being conclusively illustrated by execution of the Permanent Declaration and this Declaration by two Association officers.

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed the Permanent Declaration, hereby declare that all of the Property described herein and submitted hereto shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

ARTICLE I
DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document.

Section 2 "Lot" or "Lots" shall mean and refer to any and all Lots located in River Station Subdivision and/or River Bank Run at River Station and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3 "Owner" shall mean and refer to the owner, whether one or more Persons, of the fee simply title Lot which is a part of the Property, but excluding those such interest as security for the performance obligation.

Section 4 "River Station" shall mean and refer to both Lot Owners in River Station and River Bank Run at River Station Subdivisions.

ARTICLE II

GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G. A. §44-3-220, Et. Seq.

Mail to:
MCGAHREN, GASKILL & YORK
 OPERATING ACCOUNT
 6171-A CROOKED CREEK RD.
 PEACHTREE CORNERS, GA 30092

FILED & RECORDED
 CLERK SUPERIOR COURT
 GWINNETT COUNTY, GA.
 2007 JUL 25 AM 8:34
 TOM LAWLER, CLERK

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Each Owner of a Lot in River Station shall be subject to the Georgia Property Owners Association Act.

ARTICLE III MEMBERSHIP IN THE RIVER STATION COMMUNITY ASSOCIATION

Each Owner of a Lot in "River Station" shall forever be a member of the River Station Community Association. Upon sale of any Lot in River Station which has been subjected to this Declaration or the aforementioned Permanent Declaration shall require full membership for any and all subsequent owners of said Lot.

ARTICLE IV. MAINTENANCE AND USE

Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his/her/their Lot and the exterior of any and all improvements located thereon in a neat, attractive, and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, lighting, trees, shrubs, grass, walks and other exterior improvements. Each Owner of a Lot in maintaining or using his/her/their lot must abide by any and all Gwinnett County and/or state law or regulations.

ARTICLE V. GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

The following protective covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. Any business or business activity shall be carried out according to Gwinnett County and/or state laws and regulations.

Section 2. Nuisance and Unsightly Conditions. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot and to maintain the level of noise from his/her/their property in accordance with Gwinnett County and/or state laws and regulations.

Section 3. Signs. Signs shall only be erected and/or maintained by a Lot Owner in accordance with Gwinnett County and/or state laws and regulations.

Section 4. Vehicles. Lot Owners shall only park their vehicles in River Station in accordance with Gwinnett County and/or state laws and regulations. In no event, shall vehicles be parked on the Common Property, with the exception of visits to the pool or tennis courts. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.

Section 5. Animals and Pets. Dogs, cats, pets, animals, reptiles, livestock, or poultry of any kind may only be raised, bred, kept, or permitted in accordance with Gwinnett County and/or state law and regulations.

Section 6. Antennas and Satellite Dishes. No exterior antennas, or satellite dishes, exceeding what is deemed standard size shall be placed on any portion of the Community, including any Lot, unless in accordance with Gwinnett County and/or state laws and regulations.

Section 7. Sight Distance at Intersections. All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 8. Guns. A Lot Owner shall only use firearms in the community in accordance with Gwinnett County and/or state rules and regulations.

Section 9. Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color(s) fitting with the rest of the neighborhood.

Section 10. Occupants Bound. All covenants, restrictions and conditions contained herein and/or rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Board of the Association, by and through its officers, shall have the right to enforce the covenants, restrictions and/or condition contained herein in accordance with the Georgia Property Owners Association Act and/or the Permanent Declaration referenced herein. Owners or occupants may be liable for the attorney fees associated with the Board pursuing reasonable actions to have the items included in the use and restrictions adhered to. If an attorney fee is first levied against an Occupant and is not paid timely, the fee may then be levied against the Owner.

Section 2. Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid party was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. Said covenants and restrictions shall be perpetual in accordance with the Georgia Property Owners Act, but under all circumstances shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are

modified in whole or in part, which instrument is filed of record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 5. Rights and Obligations. Each grantee by a Lot Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited, and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Amendment. This Declaration may be amended only by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots which are subject to said Declaration.

IN WITNESS WHEREOF, the Board of the River Station Community Association, by and through the undersigned officers, has caused this declaration to be executed under seal on the day and year first above written.

RIVER STATION COMMUNITY
ASSOCIATION, INC.

By: [Signature]

Its: President

Signed, sealed, and delivered this
18 day of July, 2007

[Signature]
Witness

Attest: Martha Kenworthy

Its: Secretary

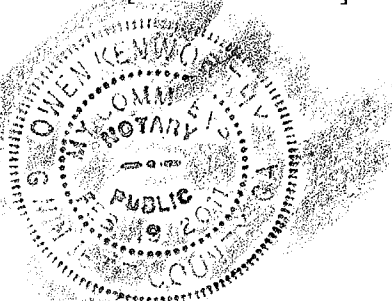
[CORPORATE SEAL]

[Signature]
Notary Public

My Commission Expires:

2/9/11

[NOTARY SEAL]



**PERMANENT MEMBERSHIP
DECLARATION FOR
RIVER STATION**

WHEREAS, Owners of Lots in the River Station Subdivision and River Bank Run at River Station (hereinafter "River Station") hereby subject themselves to the Declaration of Protective Covenants, Conditions, and Restrictions for River Station Subdivision, dated 7/18/07, recorded simultaneously herewith, Gwinnett County, Georgia records ("Covenants"); and

WHEREAS, by submission of the Property to the Georgia Property Owners Association Act (O.C.G.A. § 44-3-220 et seq.), the covenants, restrictions and protections of the Restated Declaration shall be perpetual in duration to the extent provided in the Act; and

WHEREAS, Owners at River Station Subdivision and River Bank Run at River Station in Gwinnett County, Georgia, who have executed this Permanent Membership Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and desire to subject their Lot and the Property to the terms and provisions of this Permanent Membership Declaration for River Station ("Declaration"), as well as to the Declaration of Covenants, Conditions, and Restrictions for River Station Subdivision and do hereby subject their Lot and the Property to continuing Membership in the River Station Community Association, Inc. ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "B," to the terms and provisions of this Declaration: and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and Lot Owners' membership in the Association on behalf of the Association;

WHEREAS, the Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, legal representatives, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in both the Declaration of Covenants, Conditions, and Restrictions for River Station Subdivision and this Declaration, as a Member (as defined in the Declaration) of the Association (with the classification set forth on the signatory pages attached hereto), all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is not only hereby subjecting Owner's Lot to the Declaration of Covenants, Conditions and Restrictions for River Station Subdivision but is also hereby subjecting Owner's Lot to mandatory Dues approved by the association and potential assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 9 of the Declaration,

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and submitted hereto shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

**THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE
GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.**

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PERMANENT MEMBERSHIP DECLARATION
FOR RIVER STATION

1. NAME.

The name of the Property is River Station Subdivision and River Bank Run at River Station (hereinafter sometimes called "River Station" on the Plats and other records), which Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

3. LOCATION, PROPERTY DESCRIPTIONS, AND PLATS.

The Property subject to this Declaration and the Act is more particularly described in Exhibit 'D' attached to this Declaration, which exhibit is specifically incorporated herein by this reference. For purposes of property description and submission of the Owner Lots set forth herein only, the River Station Plat is incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Effective Date. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) the Owners of at least one hundred twenty-nine (129) Lots ("Threshold Lots"), that is 66.7% of all homes in the River Station Community (193 homes) have executed this Declaration (of which, ninety-seven (97), 50.0% of the total, must be Full Members) on or before December 31, 2007 (which date may be unilaterally extended by the Board of Directors) (the "Enrollment Period"); (b) two (2) Association officers have executed the final page hereof certifying that the minimum number of required Owners has been obtained; and (c) the Association, acting by and through its Board of Directors has determined, in its discretion, to record this Declaration and the Exhibits thereto and the Declaration of Covenants, Conditions and Restrictions for River Station Subdivision, such determination being conclusively illustrated by execution of this Declaration by two Association officers. Any reduction in membership or error in the recording of this Declaration, for any reason whatsoever, shall not affect the validity of this Declaration.

(b) Membership and Non-Membership (User) Categories.

(i) Full Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot in the River Station Subdivision or River Run at River Station, and whose Lot is submitted to Full Membership in the Association by execution hereof recorded in the Gwinnett County, Georgia land records, shall be a Full Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Full Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

(ii) Civic Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Civic Membership by execution hereof recorded in the Gwinnett County, Georgia land records, shall be a Civic Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Civic Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot, except to the extent that such Civic Membership shall phase into Full Membership as described in Paragraph 6, Section (d) (ii) below.

An Owner of a Lot shall have the right to become a Civic Member only during the Enrollment Period and Open Consent Period. The Open Consent Period shall be the first ninety (90) days after this Declaration is recorded in the Gwinnett County, Georgia records. Once the Enrollment Period and Open Consent Period expire, there shall no longer be an option to become a Civic Member.

A Civic Member shall have the right, but not the obligation, to convert to Full Membership by executing a consent form, to be executed by at least one officer of the Association and recorded by or on behalf of the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "C" and incorporated herein by this reference. A Civic Member who converts to Full Membership and meets the exemption requirements set forth in Paragraph 6 (d) (i) below shall not be subject to payment of an Initiation/Capital Fund Fee (Paragraph 6 (h)).

NOTICE TO CIVIC MEMBERS: UPON CONVEYANCE OR TRANSFER (EXCEPT BY DEED TO SECURE DEBT) OF A LOT WHOSE OWNER HAS EXECUTED THIS DECLARATION SUBJECTING SUCH LOT TO CIVIC MEMBERSHIP, SUCH LOT SHALL AUTOMATICALLY CONVERT, AT THE TIME OF SUCH CONVEYANCE OR TRANSFER, TO FULL MEMBERSHIP AND SHALL BE SUBJECT TO THE RIGHTS, DUTIES AND OBLIGATIONS OF FULL MEMBERSHIP AND SHALL NOT BE SUBJECT TO THE INITIATION/CAPITAL FUND FEE DESCRIBED IN PARAGRAPH 6(i) BELOW. THIS DECLARATION SHALL SERVE AS RECORD NOTICE OF SUCH CONVERSION FROM CIVIC TO FULL MEMBERSHIP AND NO FURTHER NOTICE SHALL BE REQUIRED.

(iii) Seasonal User. Yearly use passes also may be offered in the discretion of the Board on a voluntary basis for Persons who's Lot has not been submitted to Permanent Membership in the Association (being Seasonal Users). Seasonal User use passes shall be contingent upon payment of Initiation and Annual Dues in an amount established by the Board and compliance with the Declaration, Bylaws and rules and regulations of the Association. Seasonal Use may be regulated and limited by the Board in its discretion. Seasonal Users are not Members and shall not be entitled to vote on any matter.

(iv) Non-Resident User. Any Person who owns a lot outside of the River Station Subdivision may be offered yearly use passes, at the discretion of the Board. Non-Resident User

use passes shall be contingent upon payment of Initiation and Annual Dues in an amount established by the Board and compliance with the Declaration, Bylaws and rules and regulations of the Association. Non-Resident Use may be regulated, limited or discontinued by the Board in its discretion. The maximum number of Non-Resident Users will equal the higher of 1) 50% of the difference between the total number of homes in the River Station Subdivision and Full members or 2) the number of Non-Resident Users in the previous year. Non-Resident Users are not members and shall not be entitled to vote on any matter.

(c) Recreational Facilities. Full Members shall be entitled to the use of all Association common property including recreational facilities such as the swimming pool and tennis courts subject to this Declaration, the Bylaws and the rules and regulations of the Association. Civic Members shall be entitled to the use of all River Station Common Grounds and attend Board designated community-wide social functions. Civic Members shall be entitled to all common property EXCEPT recreational facilities such as the swimming pool and tennis courts, except as specifically provided by the Board. The Board shall establish, in its discretion, use privileges available to Seasonal Users and Non-Resident Users.

(d) General Provisions. Persons who reside with the Member(s) have the same privileges to use the Common Property of the Association as the Member and shall be subject to all restrictions governing the Common Property.

The definition of Member is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. There shall be no more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by Permanent Members or their spouses, but in no event shall more than one (1) vote be cast nor office held for each such Permanent Member Lot owned.

(e) Voting. Permanent Members shall be entitled to one (1) equal vote for each Member Lot owned. When more than one (1) Person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised in accordance with the Bylaws. Associate Users and Seasonal Users shall not be entitled to vote on any matter.

5. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Common Property in accordance with this Declaration and the Bylaws.

(b) to enforce the provisions of this Declaration, the Bylaws and any rules and regulations provisions concerning the Common Property by imposing reasonable monetary fines, by using self-help (including the right to tow) and suspending use and voting privileges and services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act and by any other legal or equitable means. Any fines imposed shall be considered the same as a Dues and assessments against the Member Lot.

(c) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property owned by the Association and/or for which the Association is assigned maintenance responsibility under this Declaration;

(d) to determine, in its discretion, the terms of use of the Common Property by Full Members, Civic Members, Seasonal Users and Non-Resident Users,

(e) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(f) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(g) to represent the Members in dealing with governmental entities as to the Common Property and other matters, including zoning and land use disputes;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property. With the exception of normal ongoing operations and/or repairs to the Tennis, Swim and Common Area facilities, purchase or disposal of tangible and intangible personal property and real property exceeding Ten Thousand Dollars (\$10,000.00) requires approval of 66.7% of permanent membership. However, said Ten Thousand Dollars (\$10,000.00) limitation shall increase at the rate of three percent (3%) each subsequent calendar year.

(i) the Board of Directors shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

6. DUES AND ASSESSMENTS.

(a) General. The Association shall have the power to levy Dues and assessments against all Members as provided herein and in the Bylaws. The Dues and assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, enforcing this Declaration, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Members and Occupants of Member Lots in the Property, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Full Member Lot is hereby allocated equal liability for Common Expenses with each Full Member Lot, which need not be equal with that of other membership categories. Except as otherwise provided herein, each Civic Member Lot is hereby allocated equal liability for Common Expenses with each Civic Member Lot, which need not be equal with that of other membership categories. Liability for Common Expenses from any Civic Member Lot shall cease to exist when said Civic Membership is converted to Full Membership.

(b) Permanent Members: Creation of the Lien and Personal Obligation For Dues and Assessments. Each Permanent Member by execution hereof or by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Dues or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

(i) All such Dues and assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Member Lot and shall be a continuing lien upon the Member Lot against which each Dues charge and assessment is made. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all Dues, assessments and charges due and payable at the time of any conveyance.

(ii) Dues and assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If Dues and assessments are paid in installments, the Board of Directors, in its sole discretion has the right to accelerate any unpaid portion of any Annual Dues or special assessment for delinquent Full or Civic Members upon ten (10) days written notice.

(iii) The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Member Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for Dues and assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Member Lot from liability for any Dues and assessments thereafter coming due or from the lien thereof.

(c) Delinquent Dues and Assessments as to all Members. All Dues and assessments and related charges not paid on or before the due date established by the Board shall be delinquent and the Member shall be in default.

(i) If the Annual Dues or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act (or the highest rate otherwise permitted under Georgia law for Seasonal Users and Non-Resident Users) shall accrue from the due date.

(ii) The Association, acting through the Board, may suspend the Member's right to use the Common Property if amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and the Act, if the amounts remain unpaid for more than sixty (60) days. As to Seasonal and Non-Resident Users, the Association may additionally revoke and/or suspend such member's membership in the Association upon ten (10) days written notice.

(iii) If part payment of Dues, assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent Dues and assessments, and current Dues and assessments.

(iv) No Member may exempt himself or herself from liability for or otherwise withhold payment of Dues or assessments for any reason whatsoever.

(d) Dues and Dues Increases

(i) Full Member Dues. The Annual Dues for Full Members during fiscal year 2007 shall be five hundred twenty-five (\$525.00) dollars. The Board may reduce the amount of the Full Member Dues at their discretion. The Board may increase the Full Member Dues by up to 10% annually at their discretion. Any annual increase of Full Member Dues by more than 10% on an annual basis would require approval of no less than 75% of the Full Membership.

(ii) Civic Member Dues. The Annual Dues for Civic Members during fiscal year 2007 shall be one hundred and fifty (\$150) dollars. The Board may reduce the amount of the Civic Member Dues at their discretion. The Board may increase the Civic Member Dues by up to 10% annually at their discretion. Any annual increase of Civic Member Dues by more than 10% on an annual basis would require approval of no less than 75% of the Full and Civic Membership.

(iii) Full Member Initiation. A one-time Full Member Initiation Fee will be required for the transference of Civic Membership to Full Membership upon the sale of the Member's Lot and will be required for the upgrade of a Civic Member to Full Membership. The Full Member Initiation Fee during fiscal year 2007 shall be five hundred (\$500) dollars or four hundred (\$400) within sixty (60) days of purchase of a lot in River Station. The Board may reduce the amount of the Full Member Initiation Fee at their discretion. The Board may increase the Full Member Initiation Fee by up to 25% per year at their discretion. Initiation dues tied to sale of members lot will be collected from the home buyer during closing on the home.

(iv) Seasonal Users. The Annual Dues for Seasonal Users during fiscal year 2007 shall be Five hundred and twenty-five (\$525) dollars. A one-time Seasonal User Initiation Fee of \$500 will be required for any new Seasonal User. The Board may increase or reduce the amount of Seasonal User Dues and Initiation Fees at their discretion.

(v) Non-Resident Users. The Annual Dues for Non-Resident Users during fiscal year 2007 shall be Five hundred and twenty-five (\$525) dollars. A one-time Non-Resident User Initiation Fee of \$500 will be required for any new Non-Resident User. The Board may increase or reduce the amount of Non-Resident User Dues and Initiation Fees at their discretion.

(e) Operating Budget. Annually an operating budget will be approved by the Board, based upon the expected income from membership. The annual budget will be divided into two sections each tied to its separate sources of income and expense. The River Station Swim/Tennis Club budget will only pertain to costs associated with the Swimming Pool and Tennis Courts (inside the fences). The River Station Swim/Tennis Club will be funded by Full Members, Seasonal Users and Non-resident Users. The River Station Civic Budget will pertain to all common property exclusive of Swimming Pool and Tennis Courts, community social functions, legal costs and other common community expenses. It will be funded by Full Members and Civic Members.

(f) Capital Budget and Reserve Contribution. As part of the annual budget and Annual Dues, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(g) Statement of Account. Any Member, Mortgage Holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member Lot, shall be entitled, upon written request, to a statement from the Association setting

forth the amount of Dues due and unpaid, including any late charges, interest, fines, or other charges against a Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of Dues owed on the Member Lot as of the date specified therein.

(h) Initiation/Capital Fund Fee. After the Enrollment Period and Open Consent Period, in order for a River Station Non-member household to become a Full Member. The Board shall require a non-refundable initiation/capital fund fee in an amount equal to all past dues and assessments that said potential Member would have paid had s/he originally subjected said Property Lot to the Permanent Membership Declaration as a Full Member during the Enrollment Period and Open Consent Period plus a penalty equal to Twenty Five Percent (25%) of said amount or the minimum fee set at the time of such proposed enrollment by a new Member. For the fiscal year 2007/2008, the minimum initiation/capital fund fee will be set at Two Thousand and No/100 Dollars (\$2,000.00). The Board may increase this minimum fee no more than Five Hundred Dollars (\$500.00) per year at their Discretion.

A Civic Member converting to Full Membership after the Enrollment Period or Open Consent Period shall not be subject to an initiation/capital fund fee if such Civic Member has maintained a status of good standing in the Association. For these purposes, good standing shall mean the annual timely payment of all required Dues as set forth in this Paragraph 6 and continued compliance with the Restated Declaration and this Permanent Membership Declaration.

7. MAINTENANCE & USE OF COMMON PROPERTY.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping, grass areas, paving and other improvements situated on the Common Property.

There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member may reserve portions of the Common Property for use for a period of time as set by the Board. Restrictions may differ based on the classification of membership. Any such Member or Members who reserve a portion of the Common Property hereunder assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Each Member transfers and assigns to any lessee who has exclusive use of the Member's home, for the term of the lease, any and all rights and privileges that the Member has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

8. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Member, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property or elsewhere. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member and/or Occupant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Submission of Common Property. The Common Property owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

(c) Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, attorney's 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 and will be indemnified against 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 be indemnified for and have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be members of the Association), and the 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, committee member or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to hind this obligation, if such coverage is reasonably available.

(d) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(e) Implied Rights. The 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.

(f) Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws of River Station Community Association, Inc., shall govern the giving of all notices required by this Declaration.

(h) The Amended and Restated Bylaws for the River Station Community Association, Inc. as adopted by the Board of Directors shall not be effective until the recording of this Declaration.

9. AMENDMENTS.

This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Permanent Members of the Association holding seventy-five percent (75%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Gwinnett County, Georgia land records.

In addition to the above, amendments to this Declaration which materially affect the rights of Eligible Mortgage Holders must be approved by Eligible Mortgage Holders who represent greater than fifty (50%) percent of the votes of Member Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time. The preambles to this Declaration are incorporated herein by this reference.

10. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief 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. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

11. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Permanent Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Permanent Members without the necessity of a vote of the Permanent Members or compliance with Paragraph 6(e) above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board,

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes. Reconstruction plans that would be substantially different than existing plans and specifications require greater than 50% approval from permanent members.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from Dues and assessments against Permanent Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

12. ENFORCEMENT.

(a) Authority and Enforcement. The Common Property shall be used only for those uses and purposes set out in this Declaration. Copies of all such rules and regulations (including Covenants and Bylaws) shall be furnished to all Members and Occupants of Member Lots. Any rule or regulation may be repealed or changed by the affirmative vote or written consent of a Majority of the total Permanent Members at an annual or special meeting of the membership.

Every Member and Occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Member Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Members, which shall, as to a Permanent Member, constitute a lien upon the Member Lot, and to suspend a Members right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Member Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Member and/or Occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in the Bylaws.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

13. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Member Lots or the Member Lot Owners give their consent, the Association shall not:

- (i) by act or omission seek to abandon or terminate the Association;

(ii) change the pro rata interest or obligations of any individual Member Lot for the purpose of levying fees and assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

(iv) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

(b) Mortgagee Dues and Upon Foreclosure of Member Lot. Where the Mortgagee holding a first Mortgage of record on a Member Lot or other purchaser of a Member Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses, Dues or by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses, Dues shall be deemed to be Common Expenses collectible from all Members, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Member Lot will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of Dues, owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

Any holder of a first Mortgage on a Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, after receipt of a processing fee of twenty five (\$25.00) dollars.

14. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

15. DURATION.

The covenants, restrictions and protections of the Restated Declaration and of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

16. PREPARER

This Declaration was prepared by McGahren, Gaskill & York, LLC (770)729-1779.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration for River Station and the signature pages to follow:

RIVER STATION COMMUNITY
ASSOCIATION, INC.

By: *Cheryl Croch*

Its: President

Signed, sealed, and delivered this
18 day of July, 2007

Ty Ruff
Witness

Attest: *Martha Kenworthy*

Its: Secretary

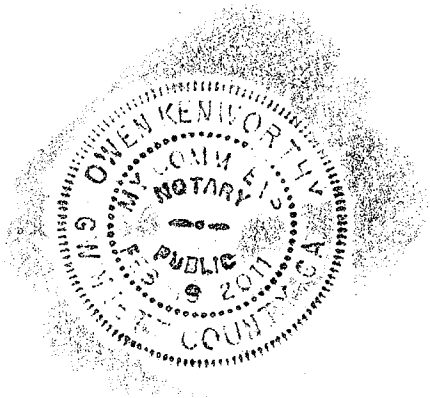
[CORPORATE SEAL]

Owen Kenworthy
Notary Public

My Commission Expires:

2/9/11

[NOTARY SEAL]



[Signatures continue on following page]

EXHIBIT "A"**DEFINITIONS**

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(b) Additional Property means all lots shown on the River Station Plat which have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration.

(c) River Station and/or River Bank Run Plat means the final Plats for River Station and/or River Bank Run identified in Exhibit "D"

(d) River Station Subdivision means all lots shown on the River Station Plat.

(e) Articles or Articles of Incorporation mean the Articles of Incorporation of River Station Community Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.

(f) Association means River Station Community Association, Inc., a Georgia non-profit corporation, its successors or assigns.

(g) Association Legal Instruments means this Declaration and all exhibits hereto, the Restated Declaration and all exhibits thereto, the Bylaws, the Articles, and the River Station Plat, and River Bank Run Plat, all as may be supplemented or amended.

(h) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(i) Bylaws mean the Amended and Restated Bylaws of River Station Community Association, Inc.

(j) Civic Member means a Lot Owner who's Lot has been subjected to Permanent Membership in the Association by signature hereto or by written consent recorded in the Gwinnett County, Georgia land records, as provided in this Declaration, and which Lot therefore is a portion of the Property.

(k) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including, but not limited to, wood Street signs, fencing bordering the Property, tennis courts, swimming pool, pool house, parking areas and facilities, shrubbery and landscaping associated with such areas.

(l) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of Member Lot(s).

(m) Dues or Annual Dues means the same thing as assessments or annual assessments as set forth in the Act.

(n) Eligible Mortgage Holder means a holder of a first mortgage secured by a Member Lot who has requested, in writing, notice of certain items as set forth herein.

(o) Enrollment Period means the time during which Owners shall execute their additional signatory pages to this Declaration, which period shall expire on December 31, 2007, unless such date is unilaterally extended by the Board of Directors.

(p) Full Member means a Lot Owner who's Lot has been subjected to Permanent Membership in the Association by signature hereto or by written consent recorded in the Gwinnett County, Georgia land records, as provided in this Declaration, and which Lot therefore is a portion of the Property.

(q) Lot means a portion of the Property or the Additional Property intended for ownership and use as a single-family dwelling site and as shown on the plats for the Property, or amendments or supplements thereto, recorded in the Gwinnett County, Georgia land records.

(r) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(s) Member means a Lot Owner whose Lot has been either subjected to Full or Civic Membership in the Association by execution hereof or by written consent recorded in the Gwinnett County, Georgia land records, as provided herein, and which Lot therefore is a portion of the Property.

(t) Member Lot or Full or Civic Member Lot means a Lot subjected to Full Membership or Civic Membership in the Association hereunder and is a Permanent Member.

(u) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(v) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(w) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(x) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(y) Open Consent Period means the first ninety (90) days after this Declaration is recorded in Gwinnett County, Georgia records.

(z) Owner means the record title holder of a Lot within the River Station Subdivision and River Bank Run at River Station, but shall not include a Mortgage Holder of the Lot.

(aa) Non-Resident User means a Person who owns residential land and/or resides in an Off-Premises Subdivision and is a Swim/Tennis Club member.

(bb) Permanent Members shall mean the Full and Civic Members.

(cc) Permanent Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of submission or written consent, recorded in the Gwinnett County, Georgia land records as provided herein with such rights, duties and privileges as set forth in this Declaration.

(dd) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(ee) Property means that real estate (Member Lots and Property) which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration and any portion of the Additional Property as later submitted. The Property includes the Common Property. The Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. (Michie 1982), as may be amended.

(ff) Seasonal User means a Person who resides in River Station Subdivision and is not a Member (Full or Civic) of the RSCA but is a Swim/Tennis Club member.

EXHIBIT "B"**DESCRIPTION OF COMMON PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 547, Gwinnett County, State of Georgia and being 6.542 acres, more or less, and is shown and designated as the Recreation Area on a Plat of Survey for River Station (Unit Two) by Hayes, James & Associates, certified by George H. Pinion, GRLS, and plat being recorded in Plat Book 32, Page 191, Gwinnett County Records, reference being made to said plat for a more complete legal description.

EXHIBIT "C"STATE OF GEORGIA
COUNTY OF GWINNETTIndex in Grantor Index Owner's Name(s): _____
Index in Grantor and Grantee Index Also Under:
River Station Community Association, Inc.Cross Reference to
Permanent Membership Declaration Deed Book _____
for River Station Page _____Cross Reference to
Covenants Deed Book _____
for River Station Page _____**CONSENT FORM TO THE PERMANENT MEMBERSHIP DECLARATION
FOR RIVER STATION AND OWNER SUBMISSION TO MEMBERSHIP IN
RIVER STATION COMMUNITY ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the River Station Subdivision and/or River Bank Run at River Station in Gwinnett County, Georgia, and being described in Declaration of Covenants, Conditions, and Restrictions for River Station and River Bank Run at River Station Subdivision, recorded in Deed Book _____, Page _____, et. seq. Gwinnett County Records; and

WHEREAS, Owner desires to submit Owners Property to the Permanent Membership Declaration for River Station as recorded at Deed Book _____, Page _____ et seq., Gwinnett County Records, ('Declaration') as a Permanent Member of the Association, as defined in the Declaration in the category shown below:

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after (lie dale of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to Membership (as defined in the Declaration) in the Association, Owner is hereby subjecting Owners Property to mandatory Dues and Assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration,

_____ Owner hereby joins as a FULL Member Or

_____ Owner hereby joins as CIVIC Member

Signed, sealed and delivered this
day of _____, 20____.

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner -

Notary Public
[NOTARY SEAL]

Street Address

Lot Number

Plat Book, Page

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Signed, sealed, delivered
this ____ day of _____, 20____

Approved by:
RIVER STATION COMMUNITY ASSOCIATION, INC.

By: _____
Its President
[CORPORATE SEAL]

Witness

EXHIBIT "D"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 357 of the 6th Land District, Gwinnett County, Georgia, being Lots 1 through 43, Block A Lots 1 through 10, Block B, Lots 1 through 3, Block C, Lots 1 through 18, Block D and Lots 1 through 26, Block E, River Station Subdivision, Unit One, as per plat recorded in Plat Book 31, Page 242, Gwinnett County Records, reference to said plat being made for a more complete description.

AND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 347 and 348 of the 6th Land District, Gwinnett County, Georgia, being Lots 1 through 63, Block C, and Lots 1 through 22, Block D, River Station Subdivision, Unit Two, as per plat recorded in Plat Book 32, Page 191, Gwinnett County Records, reference to said plat being made for a more complete description.

AND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 347 of the 6th Land District, Gwinnett County, Georgia, being Lots 1 through 9, Block F, Riverbank Run at River Station, Unit 1, as per plat recorded in Plat Book 77, Page 225, Gwinnett County Records, reference to said plat being made for a more complete description.