

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

Riverfront Plantation Condominium Owners Association, Inc. adopted Restrictive and Protective Covenants on January 30, 2012, Record Book 150, Pages 294 – 296 at the Stewart County Register's Office.

The declaration reserved the right to amend such restrictions at any time by an instrument signed by 66 2/3 % of the owners.

This Declaration is made this 12 day of September, 2025, by RIVERFRONT PLANTATION CONDOMINIUM OWNERS ASSOCIATION, INC..

WHEREAS, Declarant on behalf of the RIVERFRONT PLANTATION CONDOMINIUM OWNERS ASSOCIATION, INC.. desires to amend the Covenants, Conditions and Restrictions and declare that they shall be covenants binding on all present and future Owners of any of the Units of said RIVERFRONT PLANTATION CONDOMINIUM OWNERS ASSOCIATION, INC.:

- 1. Residential Use of Units.** All Condominium Units shall be used exclusively for residential purposes, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use.
- 2. Home Occupations.** Home occupations, including work conducted at home in the course of employment, conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. This includes telecommuters. To be permitted as a "home occupation," there must be: (1) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (2) no goods or commodities shall be kept for viewing or sale within the Condominium Unit or within the Project; (3) no provision of services within the Condominium Unit or within the Project; (4) no exchange of cash within the Condominium Unit or within the Project; and (5) no mechanical or electrical equipment is used, other than personal computers and other office equipment. NOTE: Unreasonable traffic generally refers to traffic that is excessive, creates a disturbance, or otherwise violates the community's rules and regulations. This can include excessive noise from vehicles, excessive vehicle volume, or traffic that poses a safety hazard to the Unit Owners.
- 3. Limitation.** No building intended for other business uses, and no apartment house, rooming house, day care facility, or other commercial and/or multiple family dwelling of any kind shall be erected, placed, or permitted on any Unit. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered as a home occupation.
- 4. Sublease and Unit rental.** No portion of a Unit may be rented, and no transient tenants may be accommodated in any building. None of the units may serve as a short-term rental such as an Airbnb.
- 5. Porches and Decks.** The Unit Owner is responsible for maintaining the porches and decks. This includes pressure washing and leaf removal on a regular basis throughout the year. A failure to maintain the porches and decks will result in the Unit Owner responsible for its repair and/or replacement that was caused by not maintaining the said porches and decks.
- 6. Appearance of Units.** Any staining, painting, vinyl cladding, manufactured metal, window frames and framing shall be in color harmony with the exterior color and texture of the Unit. Any proposed changes to the exterior appearance or structural elements of a Unit shall be submitted

to the Architectural Review Board (ARB) prior to the work being completed for pre-approval.

7. **Flower Beds and Shrubs.** If the Unit Owner modifies the flower beds with different plants and shrubs other than the original concept of the Association, and such changes require maintenance, the Unit Owner is responsible for its maintenance and care.
8. **Window and Door Treatments.** Each Unit Owner shall maintain a standard window and door treatment for all exterior windows and doors that conform to the requirements of the Association, as defined in the Master Deed and, from time to time, in the rules and regulations of the Association.
9. **Trash Containers.** Trash containers must be stored in the rear of any Unit or in the garage. Remove the container from the curb as soon as possible after pick-up.
10. **Legal Fees.** The Association is not responsible for legal fees incurred by a Unit Owner seeking counsel without approval of the Board. Such legal fees incurred independent of the Board are the responsibility of the Unit Owner.
11. **Personal Property.** No Unit Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a Unit. This restriction shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a Unit; provided, that no such furniture or other personal property shall be stored during the winter season on any open patio, deck, or balcony that is visible from another Unit or from the General Common Elements of the project. The Association reserves the right to request in writing of any Unit Owner the removal of any object placed on a patio, deck or balcony appurtenant to a Unit which it deems to detract from the overall good appearance of the premises.
12. **Other Alterations.** Any Unit Owner may make alterations, additions, or improvements within the Unit Owner's Unit without the prior approval of the board; provided that the Unit Owner shall be responsible for any damage to other Units, the General Common Elements, or the property resulting from any such alterations, additions, or improvements.
13. **Unit Owner Maintenance of Units.** Each Unit Owner shall maintain their Unit and all improvements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Unit Owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any other Unit which are appurtenant to or which may affect any other Unit. The Unit Owner is responsible for maintaining their unit in good condition including ensuring proper heating and cooling operation, to prevent damage from freezing, excessive heat, or other temperature-related issues. This responsibility applies even when a unit is vacant.
14. **Noise.** Each Unit Owner shall be responsible for maintaining a reasonable decibel level in the course of his or her actions or the Actions of their invitees, including any noise emanating from conversation, recorded or live music, individual instruments, hand or power tools or any other common source of excessive noise.
15. **Nuisances.** No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Project by the Unit Owner. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

16. **Prohibited Uses.** No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the General Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in the Homeowner's Unit or elsewhere on the General Common Elements that will result in the cancellation of insurance on any Unit or any part of the General Common Elements, or that will be in violation of any law.

17. **Firearms and Weapons.** No Unit Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Unit Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles, or devices anywhere on or about the property.

18. **Automobile Court and General Parking Areas/Lots.**

- a. **Use.** Unit Owner must park on their driveway. Do not park on the lawns.
- b. **Towing.** Any vehicle, whether owned by a Unit Owner or another individual, will be subject to the towing policy of the Association as determined from time to time by the Association or its managing agent. The Association and its agent shall not be liable for any costs or expenses incurred as a result of an illegally parked vehicle removed from the premises.
- c. **Limitation on certain vehicles.** No recreational vehicles, boats, motor homes, campers, semi-trailers or trailers shall be parked or stored anywhere on the property beyond 24 hours without the prior written approval of the Association, except such a vehicle may be stored within a Unit's garage with the garage door closed. No snowmobile, all terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed on any boat or vehicle of any kind, except within a garage or residence where such work shall be isolated from public view.
- d. **Additional Parking.** If at any time the Association is able to provide additional parking in excess of the individual garage spaces appurtenant to each Unit, then the Board will propose a written parking policy for such additional parking to be adopted by 66 2/3 percent vote of the Association.

19. **Fire Safety.** Each Unit Owner shall abide by the general fire safety regulations and precautions issued by the state and local government, including but not limited to:

- a. no Unit Owner shall knowingly permit any fire to ignite or spread so as to endanger the life or property of another, nor operate any device which may be a source of ignition unless reasonable precautions are taken to ensure against the starting and spreading of unfriendly fires;
- b. no Unit Owner shall deliberately, or through carelessness or negligence, set fire to or cause the burning of any bedding, furniture, rug, curtain, drape, rags, refuse, leaves or any other combustible material, in such manner as to endanger the safety of any person or property;
- c. no Unit Owner shall permit the making of any fire for the purposes of cooking except in an approved, non-combustible receptacle nor dispose of any hot ashes, cinders or smoldering coals except in non-combustible receptacles, and any such non-combustible receptacles shall be placed on non-combustible stands and in every case shall be kept at least two (2) feet laterally away from any combustible material, structure or any exterior window or door opening; and
- d. no Unit Owner shall permit the use of any portable heaters in occupancies or situations in which such use or operation would present an undue danger to life or the property of

others.

20. **Pets and Animals.** Domestic animals such as dogs under 50 pounds or cats may be kept or maintained in any Unit without the prior written consent of the Association. Pet limit two (2) per Unit Owner(s). No animals of any kind may be kept or maintained in any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. No animal shall be permitted to run loose upon the General Common Elements or within any Unit (except the Unit owned by the owner of such animal, if ownership is permitted by these Bylaws), and the owner of each pet shall be responsible for cleaning up after it. Size restrictions do not apply to a service animal which may be any breed and any size of dog trained to perform a task related to a person's disability.
21. **Animal Control.** The Unit Owner is responsible for animal control of unwanted pests that are present in or below their unit such as raccoons, skunks, snakes and other varmints.
22. **Pest Control.** The Unit Owner is not responsible to maintain pest control for the outside of the Unit; however, the Unit Owner may obtain pest control services for the interior of the Unit at a current cost of \$20 per unit. This price is subject to change.
23. **Unit Property.** The Unit Owner is responsible for their property, such as the HVAC system, appliances including washers, dryers, ovens and microwaves, interior fixtures (lighting), interior flooring, interior walls, and interior doors.
24. **Common Household Pets.** Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the board of directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. Pet owners must remove pet waste from the yard areas and dispose of it. Failure to remove waste is subject to a fine of \$25.00 payable to the Association. Unpaid fines are collected in the Stewart County General Sessions Court if there is a default and such fines may be levied against the property. Unit Owners are responsible for attorney's fees and court costs.
25. **Additional Assessment.** To the extent certain animals are permitted by the Association, the Association may charge a Unit Owner maintaining animals a reasonable additional assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium that it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium property shall indemnify and hold the Association harmless from any loss, damage, or liability that the Association may sustain as a result of the presence of such animal on the Condominium property.
26. **Occupancy Limitations.** No more than two persons per bedroom in a Unit shall permanently occupy or reside in the Unit without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time to cure such violation or otherwise dispose of the Unit. Basement space does not meet the description of a bedroom unless the converted space satisfies the definition of a "bedroom" in accordance with state and local building codes.
27. Garages may not be converted into living space.
28. **Garage Sales.** No garage sales will be conducted on the premises of the General Common