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MONTGOMERY COUNTY, GA

RESTRICTIONS AND EASEMENTS

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FOR

LYNN V. HAM
CLERK

RIVER FOREST

BY: Colleen D. Presley dep

RET TO:
RIVER FOREST, INC.
3111 PACES MILL RD
C-300
ATLANTA, GA 30339

THIS DECLARATION is made on the date hereinafter set forth by RIVER
FOREST, INC., a Georgia Corporation (hereinafter sometimes called "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A"
hereof; and

WHEREAS, Declarant desires to subject the real property described in
Exhibit "A" hereof to the provisions of this Declaration to create a residential community
of single-family housing and to provide for the subjecting of other real property to the
provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property descrobed
in Exhibit "A" attached hereto and by this reference incorporated herein is hereby
subjected to the provisions of this Declaration and shall be held, sold, transferred,
conveyed, used, occupied, mortgaged and otherwise encumbered subject to the
covenants, conditions, restrictions, easements, assessments and liens, hereinafter set
forth, which are for 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 respective heirs, legal representatives, successors,
successors-in-title and assigns and shall inure to the benefit of each owner of all or any
portion thereof.

Article 1
Definitions

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

- 1.1 "Articles of Incorporation" means the Articles of Incorporation of River Forest
Community Association, Inc., filed with the Georgia Secretary of State and
incorporated herein by this reference as may be amended from time to time.

Article 3
Association Membership and Voting Rights

- 3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Lot owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the 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 Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one Person seeks to exercise it.
- 3.3 Notice of Sale, Lease or Acquisition. Prior to the sale or lease of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

Article 4
Assessments

- 4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, 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. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) Neighborhood assessments, if applicable; (c) special assessments; and (d) specific assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the

principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be continuing lien in favor of the Association on the Lot against which each assessment is made. 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 such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot 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 Lot 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; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the 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.

- 4.3 General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The General Assessment to be levied against each Lot shall be an equal amount for all Lots. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General 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, the assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds assessment the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred assessment 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 Association against Owners and others.

- 4.4 Neighborhood Assessments. The Association may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of the property within such Neighborhood, including without limitation, maintenance required to be performed by the Association with respect to property within such Neighborhood. Neighborhood assessments shall be levied assessment specifically budgeted from time to time by the Board of Directors pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding two-thirds (2/3) of the Total Association Vote applicable to Lots within a Neighborhood which has no Neighborhood association or upon the request of the board of any Neighborhood association.
- 4.5 Special Assessments. The Association may levy a special assessment if approved by two-thirds (2/3) of the Total Association Vote and the Declarant. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.
- 4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Lots but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.
- 4.7 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as 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 the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the property pursuant to a sale under power contained in 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 become due after such sale and transfer.

4.8 Remedies of the 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 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 ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute a suit to collect such amounts and/or to foreclose its lien. The Association may file a notice of its claim of lien with the Office of the Clerk of Superior Court of the county where the property is located, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments contained in this Declaration. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions 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 Association and shall be for the benefit of all Owners. The Association shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities maintained by the Association and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member'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 Association.

4.9 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 Lot on the first to occur of the date that the Lot is first occupied for residential purposes. A Lot shall be occupied for residential purposes when it has been approved with a dwelling and has been conveyed to an owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. The Declarant shall have no liability for assessments, except for Lots, if any, owned by Declarant which have been occupied for residential purposes.

- 4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.
- 4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner as assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis for the last year for which assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.
- 4.12 Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefor and for the reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

Article 5

Maintenance; Common Property

- 5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features, including the Guard House; (b) Community landscaping originally installed by the Declarant, whether or not such landscaping is in a Lot, privately owned property or public right-of-way; (c) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by the owner of such facilities, the operator of the golf course or a governmental body; (d) Community green space; (e) Neighborhood parks which are not maintained by a Neighborhood association; (f) any pedestrian paths located within the Community which are not maintained by a Neighborhood Association; and (g) all Community recreational facilities; (h) all roads and streets located in the community, at such time as Declarant conveys the roads and streets to the Association, which at such time said roads and streets are completed according to

specifications. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and cost-sharing agreements regarding such property where the Board has determined that such action would benefit Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the 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 Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

- 5.2 Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, and exterior lighting in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) 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 ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.
- 5.3 Conveyance of Common Property by Declarant to Association, No Implied Rights. The Declarant may transfer or convey to the Association at any time from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the 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 and maintained by the Association for the benefit of its members. 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 not duty or obligation to convey any property or property rights to the Association regardless of whether or not any 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 the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the 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 to the Association or the Owners, as the case may be, by an instrument recorded in the real estate records of the county where the property is located.

- 5.4 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 all Owners of all portions of the property located within the Community and without written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, Lots located within the Community.
- 5.5 Condemnation. In the event of a taking by eminent domain of any portion of the Common Property in which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within 60 days after such taking, an alternative plan is approved by at least 75% of the Total Association Vote and the consent of 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.
- 5.6 Liability. Owners, Occupants and their guests shall use the Common Property at their own risk and shall assume sole responsibility for their personal belongings used or stored on the Common Property. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on the Common Property.

Article 6

Architectural Standards

6.1 Architectural Requirements.

- a) *Dwelling Size*: The minimum size of a single family residence in River Forest Subdivision shall be 2200 square feet of heated/air conditioned floor finished space (excluding garages, basements, porches, patios, etc.). All two story homes shall be a minimum of 2600 square feet of heated and air conditioned floor finished space (excluding garages, basements, porches, patios etc.)

- b) *Dwelling Design:* Similar house designs must be separated by a minimum of 2 lots/homes. Designs will be reviewed with respect to such items as roof elements, size and location of doors and windows and masonry of front elevations, etc. One level flat roofs will not be permitted. In order to assist the applicant, it is recommended that a sketch or plan book representation of the proposed dwelling be submitted to the Architectural Review Committee at the earliest moment in order to verify basic design guideline acceptance prior to completion of plans.
- c) *Exterior Colors & Materials:* All color schemes and material choices must be submitted to the Architectural Review Committee for approval. Homes will be required to have four sides brick, stucco with stacked stone accent, or siding with four sides masonry foundations with detail (Row lock). No vinyl siding will be allowed.
- d) *Fireplaces and Chimneys:* Exterior of all chimneys must be masonry, stacked stone or stucco material. All chimneys are to have detailed top (i.e. shroud). Painted metal caps are required to conceal circular pre fabricated flue top. All chimneys must originate at grade.
- e) *Roofs:* Roofing material and color shall be subject to Architectural Review Committee approval and shall be 25 year architectural / dimensional shingles. No plumbing or heating vent shall penetrate roof surfaces, which face the street or streets adjacent to the Lot. All plumbing or heating vents that penetrate the roof surface shall be painted.
- f) *Front Door Stoops and Steps:* All front door stoops and steps are to be brick or stone. Exposed concrete or stucco stoops and steps are NOT acceptable. All vertical concrete on sidewalls shall be covered in brick, stone or be colored patterned concrete.
- g) *Foundations:* All exposed concrete above finished grade shall be finished with the same material as the adjoining wall.
- h) *Building Projections:* All bay windows shall extend to finish grade.
- i) *Trim:* All fascia boards shall be 1 x 8 minimum. Rake boards shall be a minimum 1 x 8 with rake molding or other approved trim on the face of the board. Frieze boards beneath the eaves shall be a minimum 1 x 8 with four-inch crown molding, dentil blocks or other approved trim. Dentil boards shall not be permitted (Frieze boards located on street facing gable ends shall be a minimum 1 x 8 with three inch minimum crown molding or other approved trim). Dentil molding will be required for period houses. Trim boards to be provided as appropriate on corners and around all windows and doors unless otherwise approved by ARC. A 1 x 10 skirting board or raised stucco skirt will be required on all stucco homes. A 1 x 10-skirt board and drip cup shall be on all siding homes.
- j) *Gutters:* Five inch paintable "Ogee" gutters to match trim color, with downspouts painted to match material they are applied to shall be required on all homes.

k) *Mailboxes*: All mailboxes will be provided by Declarant and one type of mailbox will be used throughout the entire subdivision.

l) *Outbuildings*: All outbuildings must be approved by the Architectural Review Committee and must be compatible with the home itself. Outbuildings are defined as gazebos, Jacuzzis, dollhouses, play equipment, doghouses and storage buildings. All play equipment shall be placed only in the rear yard and trampolines are not permitted.

m) *Pools and Spas*: Approval must be obtained for the construction of an in ground pool or extra spa from the Architectural Review Committee. All pools will be required to be fenced and all filter tanks, pool chemical feeders and any other above ground apparatus must be enclosed or hidden from view. Pools shall be placed in the rear yard only and no above ground pools shall be allowed.

n) *Fences*: All fencing or fencing type barrier of any kind shall be approved by the Architectural Review Committee before placed on any lot. No chain link fences will be allowed and invisible fencing for animals is preferred.

o) *Set back lines*: All lots shall have the following building set backs: 50 feet from the front of each lot, 20 feet from the side of each lot and 30 feet from the back of each lot.

p) *Prohibited Items*: No window air-conditioning units, exterior clotheslines or four wheelers shall be allowed on any lot. Four wheelers will be allowed to be stored in garages.

q) *Entry Features*: Owners may not alter, remove or add or modify improvements to any entry features in the Community.

r) *Garbage Containers*: All garbage or waste containers must be concealed from view from the streets and adjoining lots. Containers which are taken to the curb for collection must be timely removed. Garbage pick up will be provided by one waste company only which contract shall be negotiated and provided by the Declarant.

s) *Driveways*: Driveways shall be constructed with concrete, provided, however, any other hard surface materials such as brick, stamped, patterned or colored concrete surfaces may be used if approved by the Architectural Review Committee. Specifications are to be submitted to the Architectural Review Committee for approval. Driveways are to be curved when possible, taking into consideration existing trees and landscape plantings and may include a paved turn around area when possible. All landscape plantings are to make a smooth transition to the street with no abrupt elevation change.

t) *Garages*: Any garages constructed on said property shall not face towards any street and all garages shall be constructed with a door that will close so that the interior of the garage is not exposed to view.

6.2 Landscape Requirements.

a) *Sod & Irrigation:* All areas along the street front which is defined as the area from the back of the ditch to the front edge of the house foundation and the side edge of the foundation for a corner lot shall be completely sodded with Bermuda, Zoysia or other approved ground cover. The street front shall include all areas as defined above which are not covered by improvements, pavement or shrubbery or other approved ground cover. Irrigation systems are encouraged. The City Water will also be allowed. Individual wells are not allowed.

b) *Plantings:* A minimum of two feature trees (5" caliper) and ten 5 – 7 gallon and ten 3 – 5 gallon shrubs, plus associated ground cover plantings is required on each lot.

c) *Mulch:* All areas within each home-site not covered with pavement, buildings, shrubs or ground cover or sod shall be covered with pine straw or cypress mulch.

d) *Vegetable Gardens:* Vegetable gardens must be located in the back of the lot and screened from the street.

e) *Maintenance of Yards:* All yard and landscaping shall be maintained in an attractive neat manner. Repair or replacement of the same shall be required of the Builder prior to the deposit release if there are any deficiencies in the same. Regular maintenance shall include: Lawn mowing on regular basis, tree and shrub pruning, prompt removal of all liter, trash, refuse and waste, watering landscaped areas and gardens, keeping them in satisfactory condition, free of weeds. All gardens shall be located in the rear yard and approved by Architectural Review Committee prior to planting.

f) *Completion:* Within ninety (90) days of completion of house construction, all landscaping must be in place. **All disturbed or graded areas of a Lot shall be sodded or covered with plants or other landscaping materials consistent with the Design Guidelines. All initial landscaping shall be completed within sixty (60) days of the earlier to occur of (i) the issuance of a certificate of occupancy indicating completion of a Residence or (ii) the date on which a Residence is first occupied by an occupant. The occupant of any Lot shall be responsible for the maintenance of all landscaping on its Lot.**

g) *River Lots:* All lots fronting on the Little Towaliga River must maintain a 25 foot undisturbed buffer.

6.3 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon

any part of the Community unless, installed by the Declarant or an affiliate of the Declarant, approved in accordance with this Article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. 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, nor to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued. Owners are responsible for maintaining improvements, driveways and lighting in good repair and working order and are required to repair exterior damage in a timely manner.

- 6.4 Guidelines and Procedures. Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved 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 may adopt written design and development guidelines and application and review procedures, which may provide for a review fee. The Declarant shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the architectural guidelines. The Declarant shall make the architectural guidelines available to Owners and builders who seek to engage in construction in the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If the Declarant fails to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt 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 to any improvement, change, modification, addition or alteration. The Declarant shall be the sole arbiter of submitted plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and shall be entitled to stop any construction in violation of any provision of this Declaration. Any grading or dirt moving shall be immediately maintained with erosion and control measures which shall include silt fencing in all areas needed. The Declarant shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to inspect for the purpose of ascertaining whether or not these provisions have been or are complied with. The Declarant, its employees and agents shall not be deemed guilty of trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within twelve (12) months of the date of such approval, 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 Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgement, 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 Association or the officers, directors, members, employees and agents of any of them 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 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.

6.6 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 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 subsequently or additionally submitted for approval or consent.

6.7 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 and 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 and would not be inconsistent with the overall scheme of development for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) stop 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.

6.8 Enforcement. Any structure or 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 structure or 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 enter the property, remove the nonconforming structure or improvement, and restore the

property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Neither the Declarant, the Association or the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this Article. In addition to any other remedies available to the Declarant and the Association, in the event of noncompliance with this Article, the Declarant or the Association may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant and the Association shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

- 6.9 Architectural Review Committee. Until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the public land records of the Clerk of the Superior Court of the county where this Declaration is recorded. Upon expiration or earlier surrender in writing of all or any portion of such right and authority by the Declarant, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The Board of Directors may appoint and delegate all or a portion of its right, power and authority hereunder to an Architectural Review Committee of the Association. The Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Architectural Review Committee while retaining control over all other building and construction in the Community. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Architectural Review Committee while retaining all authority to review and approve new home construction. Any right, power or authority of the Declarant which may be relinquished to the Association prior to the termination of the rights of Declarant hereunder shall be by written recorded instrument only and no such right, power or authority shall be relinquished by implication or otherwise. The establishment of an advisory Architectural Review Committee by the Declarant shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder. After the termination of all rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve building and construction activity within the Community hereunder and this Article shall then be read and interpreted as if any reference to approval or other action to be taken by the Declarant in this Article 6 were a reference to approval or action by the Board of Directors.

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 and without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. 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 a majority of the Total Association Vote and the consent of Declarant.

- 7.2 Residential Use. Each Lot shall be used for single-family residential purposes exclusively. For the purposes of this restriction a "single-family" means a group of individuals related by blood, marriage, adoption, or guardianship, or not more than six persons not so related, living together as a single housekeeping unit. Leasing of a Lot for single-family residential occupancy shall not be considered a business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant in residence at the Lot may conduct business activities within the dwelling unit so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (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 the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board 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 a 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.
- 7.3 Leasing. Lots may be leased for single-family residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least six months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association and obligate the Occupants to comply with the foregoing.
- 7.4 Signs. No sign of any kind shall be erected within the Community without prior written consent of the Declarant or, after the termination of the rights of Declarant hereunder, the Architectural Review Committee. Notwithstanding the foregoing, the Board, any approved builder and the Declarant shall have the right to erect reasonable and appropriate signs. For-sale signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.5 Vehicles: Parking. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicle" as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors. Any towed vehicle, boat, personal water craft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than 24 hours may be removed from the Community by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. Trucks with a load capacity of one (1) ton or more, vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked within the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily in the Community in the normal course of business during normal business hours; provided, that no such vehicle shall be authorized to remain in the Community overnight without written consent of the Board of Directors. If any vehicle is parked on any portion of the Community in violation of this Section or in violation of any rule or regulation of the Association, the Board of Directors 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 which 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 vehicle may be 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 or access to another Owner's Lot, is obstructing the flow of traffic, is parked on any unauthorized area of the Common Property, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the 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 of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

- 7.6 Garage. All homes constructed on Lots shall contain a garage for the parking of vehicles. Owners shall not convert the garage to any other use, such as finished living space, except in connection with approved construction in accordance with Article 6 hereof which includes the construction of a replacement garage.
- 7.7 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on the exterior of any Lot, with the exception of two (2) dogs, cats or other usual and common indoor pets. No pets shall be kept, bred or maintained for any commercial purpose. No exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof. All pets when outdoors should be contained on the Owner's lot either by leash, invisible fence or other means approved by Declarant and any pet which becomes a nuisance to neighbors must be removed or kept indoors. All Owners must clean up after their pets.
- 7.8 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 Lot. No Lot shall be used for the storage of anything that will cause such Lot 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 noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owner and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot. Any noise that can be heard inside a neighboring house with the windows and doors closed will be considered too loud and in violation of this provision.
- 7.9 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

- 7.10 Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of Article 6 hereof; provided, however, no such disc approval shall be necessary to install (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services that are one meter or less in diameter or diagonal measurement; (c) antennas that are designed and intended to receive television broadcast signals.
- 7.11 Tree Removal. No trees that are more than six inches in diameter at a point 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 from a Lot without prior written approval pursuant to Article 6 hereof. Owners shall also comply with any local ordinance and zoning condition applicable to tree removal. In the event of a conflict between the provisions of this Section and any local ordinance or zoning condition, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant, the Association or by an approved builder in connection with construction approved under Article 6 hereof.
- 7.12 Drainage. Catch basins, retention ponds, detention ponds, drainage swales and drainage easement areas are for the purpose of controlling the natural flow of water only. Owners shall not obstruct or alter the drainage flow across or from their Lot after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains or storm drains without approval in accordance with the provisions of Article 6 hereof.
- 7.13 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe and 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, it would create an unsafe condition.
- 7.14 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the 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 Lot(s) with the consent of the Owner of the effected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s).
- 7.15 Guns. The use or discharge of firearms in the Community is prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns and other guns of any type, regardless of size.

- 7.16 Utility Lines. Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed withing the Community.
- 7.17 Air-Conditioning Units. No window air conditioning units may be installed.
- 7.18 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved under and pursuant to Article 6 hereof.
- 7.19 Accessory Buildings, Sculpture, Flags. No artificial vegetation shall be permitted on the exterior of any Lot. No accessory building, fuel tank, sculpture, fountain, flag or similar item may be constructed or displayed on the exterior of any Lot unless and until the plans, color and location have been approved in writing under Article 6 hereof.
- 7.20 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, as determined in the sole discretion of the Declarant or the Architectural Review Committee as the case may be in accordance with the provisions of Article 6 hereof.
- 7.21 Stream Buffer. Land-disturbing activities shall not be conducted within 25 feet of the banks of any stream within the Community, as measured from the point where vegetation has been wrested by normal stream flow, except with prior written approval under Article 6 hereof and compliance with Georgia law, 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.
- 7.22 Golf Lots. No Owner may construct improvements of any kind, including, without limitation, any fence, gate, path, access ramp, dock, vegetable garden, hammock, statuary, swing set, play equipment, basketball goal, athletic equipment, boat, boating equipment, pool, shed, cart path, clothes line, dog house, dog run, pet enclosure, sign, or retaining wall, on any Lot abuts or is appurtenant to River Forest or the golf course, without written approval under Article 6 hereof. No boats, swimming or fishing will be allowed in any lakes located on the golf common areas.

Article 8

Insurance and Casualty Losses

- 8.1 Insurance on Common Property. The Association shall 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, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the

Common Property, which the Association is obligated to maintain. This insurance 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 such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members of all damage or injury caused by the negligence of the 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 One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance 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 a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

- 8.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures and a liability policy covering damage or injury occurring on the Owners property. The casualty insurance 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 full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard. The policies required hereunder shall be in effect at all times.
- 8.3 Damage and Destruction—Insured by 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 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 Association shall be repaired or reconstructed unless, within 60 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least 75% 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 Association within such period, then the period

shall be extended until such information shall be made available; provided, however, such extension shall not exceed 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 members of the Association, levy a special assessment against the Owner of each Lot. 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 shall be deposited to the benefit of the Association. In the event that it should be determined by the 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 Association in a neat and attractive condition.

- 8.4 Damage and Destruction—Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

Article 9 Mortgage Provisions

- 9.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an “eligible holder”), will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; and (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- 9.2 Audit. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within 90 days of the date of the request.

- 9.3 No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds of condemnation awards for losses to or a taking of the Common Property.
- 9.4 VA/HUD Approval. As long as the Declarant has the right to appoint and remove the officers and/or directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD") for insuring or the U.S. Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable; annexation of additional property to the Community, except for unilateral annexation by Declarant as provided herein; dedication of Common Property to any public entity; merger, consolidation or dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

Article 10
Easements

- 10.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plats for the Community, as amended from time to time as well as the document recorded in the Office of Superior Court of the applicable County.
- 10.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owners Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any Community recreational facilities, to limit the number of Persons who may use the Community recreational facilities, and to provide 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 Association to suspend the voting rights of an Owner and the right of an Owner to use the Community recreational facilities, for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations;
 - (c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds of the Lots (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 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 Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the 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 Lot or other property located within the Community.);

- (d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and right-of-way over, under and through the Common Property;
- (e) the right of the Association to dedicate or transfer all or any portion of the Common Property upon the approval of the Owners of at least two-thirds of the Lots;
- (f) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and
- (g) all encumbrances and other matters shown by the public records affecting title to the Common Property.

10.3 Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association or the designee of either, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement.

10.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the 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 notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot 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 Association, but shall not authorize entry into any single family dwelling without permission of the Owner.

- 10.5 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.
- 10.6 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described on the recorded subdivision plats for the community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.
- 10.7 Easement for Drainage. There is hereby reserved to the Declarant and granted to the Association and each approved builder a blanket easement across all Lots for creating and maintaining satisfactory storm water drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling 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 run off across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, the Association or any builder or 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 the Community.
- 10.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, architectural guidelines, and amendments thereto, Declarant reserves an easement across the Community for Declarant and any approved builder to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and such approved builder's development, construction and sales

activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant or such approve builder, including, but not limited to: the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way at street intersections within the Community; the right to access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; 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 the Community; the right to grant easements over, under, in or on the Community, including without limitation the Lots, 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 the Community; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any approved builder may use residences, offices or other buildings owned or leased by Declarant or such approved builder as model residences and sales offices and may also use Community recreational facilities as a sales office without charge. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as herein provided.

Article 11 Golf Course

- 11.1 General. A golf course is being constructed adjacent to the Community. The golf course is not (and is not expected in the future to be) Common Property. The members of the Association have no ownership interest, proprietary interest, beneficial interest or other vested interest in the golf course and have no rights to enter or use the golf course by virtue of being a member of the Association or Owner of any property in the Community.
- 11.2 Ownership and Operation of Golf Course. No representatives or warranties have been or are made by the Declarant with regard to the continuing existence, ownership or operation of the golf course. Further, the ownership and/or operation of the golf course is separate and distinct from Declarant and may change at any time and from time to time, without the consent of the Declarant, the Association or any Owner.
- 11.3 Right to Use. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the golf course. Rights to use the golf course will be granted only to such Persons, and on such

terms and conditions, as may be determined from time to time by the owner of the golf course. This Declaration does not restrict the right of the owner or operator of the golf course to amend or waive the terms and conditions of use of the golf course.

- 11.4 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over and across the golf course from Lots will be preserved without impairment. The operator of the golf course has no obligation to prune or thin trees and other landscaping, and has the right, in its sole and absolute discretion, to add trees and other landscaping to the golf course from time to time. In addition, the owner of the golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways, and greens from time to time. Any such additions or changes may diminish or obstruct any view from Lots and any implied easement for view purposes or for the passage of light or air benefiting any Lot is hereby disclaimed.
- 11.5 Assumption of Risk. Each Owner, by purchase of property within the Community, acknowledges the inherent dangers associated with owning property in proximity to a golf course and hereby assumes all risks of personal injury or property damage caused by maintenance, operation, and use of the golf course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around or before sunrise or after sunset); (b) noise caused by golfers; (c) use of pesticides, herbicides, and fertilizers; (d) view restrictions caused by maturation of trees and shrubbery, the construction or regrading of the golf course, (e) use of effluent in the irrigation of the golf course; (f) reduction in privacy caused by constant golf traffic on the golf course or the removal of pruning of shrubbery or trees on the golf course; (g) errant golf balls; and (h) design or redesign of the golf course. Each Owner agrees that neither Declarant, any successor Declarant, any builder, the Association or their respective successors, successors-in-title, or assigns, or any officer, director or member of any of the foregoing shall be liable to any Owner for any loss, injury, or damage arising out of the existence, use or operation of the golf course.

Article 12

Use of Recreational Facilities by Nonmembers

- 12.1 Rights Reserved by Declarant. Declarant shall have the right to grant to Persons who are not members of the Association the right to use any Community recreational facilities. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. The Declarant may grant nonmember use rights to individuals on a nonrenewable annual basis or as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. Nonmember user fees shall be paid to the Association. Unless otherwise provided by the Board of Directors, such fees shall be paid in annual installments. The amount of such payments may be increased each year by the Board so long as the annual fee does not exceed the annual general assessment levied against members of the Association. Any use

right granted to nonmembers which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

- 12.2 Right and Easement of Use. Declarant hereby expressly reserves unto itself, its successors and assigns a nonexclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the above described recreational facilities, without obligation and without further charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, and across the Community roads, parking areas and walkways.
- 12.3 Remedy of Association Upon Failure to Pay User Fees. Declarant shall not be liable for and is hereby harmless from any failure of any nonmember to pay a nonmember use fee to the Association. In such case, the Association's sole remedy hereunder shall be to suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby harmless from any personal injury or property damage caused to or by a nonmember using the Community recreational facilities. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.
- 12.4 Right of Association to Grant Nonmember Use Rights. After the termination of Declarant's rights under this Declaration as hereinafter provided, the Association shall be entitled to grant nonmember use rights to the same extent as the Declarant could previously grant under this Article.
- 12.5 Capacity of Facilities. The rights granted under this Article for use of the Community recreational facilities shall be subject to any applicable limitations of bathing load for any swimming pool that may be a part of such facilities and other limitations on capacity of any such facilities as may be established by any applicable governmental law, ordinance, rule or regulation.

Article 13 General Provisions

- 13.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations 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 subdivision plats for the Community and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided

herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association, the Declarant or an aggrieved Owner. Failure by the Declarant, the 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. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

- 13.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design 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 design guidelines. 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.
- 13.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.
- 13.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with the land and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any 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 of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate the same; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

- 13.5 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 earlier of: (a) the date that the Declarant no longer owns any property in the Community and Declarant no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; or (b) the date of recording by Declarant in the public real estate records of each county where this Declaration is recorded, of a written instrument terminating all of Declarant's rights hereunder.
- 13.6 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) 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; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by 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 Lots subject to this Declaration; or (d) 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 Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder or shall it adversely affect title to any Lot without the consent of the affected Owner. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by, and complying thereafter with, the provisions of the Georgia Property Owner's Association Act, O.C.G.A § 44-3-220 *et seq.* In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of the Owners of at least two-thirds of the Lots and the consent of Declarant. Amendments to this Declaration shall become effective upon the recordation 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. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given.

- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant or the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the 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 private courier service. 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 the date of receipt shown on the return receipt. 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.
- 13.12 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by an 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 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 or 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 fund this obligation, if such coverage is reasonably available.

- 13.13 Agreements. Subject to the prior approval of Declarant all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part pf the Community.
- 13.14 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 and any rule, regulation or use restriction 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 the Community.
- 13.15 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent of the Declarant. This Section shall not apply to (a) actions brought by the 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, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.
- 13.16 Arbitration. Except as provided below, any controversy arising under this Declaration between the Association, the Declarant and any Owner or Occupant shall be submitted to binding arbitration pursuant to the provisions of O.C.G.A. sections 9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of said Arbitration Code as to any controversy so submitted to arbitration. The following matters shall not require mandatory arbitration: (a) any suit by the Association against an Owner to collect assessments as provided in this Declaration; and (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the

status quo and/or preserve the Association's ability to enforce any provision of this Declaration.

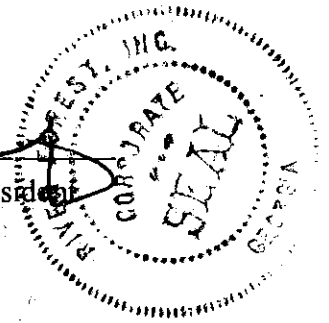
IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this 5th day of MAY, 2003.

DECLARANT:

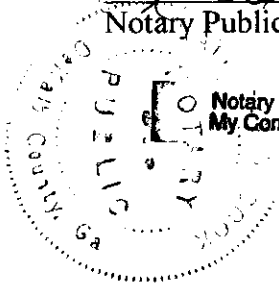
Signed, sealed and delivered
In the presence of:

RIVER FOREST, INC.

By: David W. Aldridge
David W. Aldridge, President



Rita M. O'Leary
Witness
Kathleen A. Cook
Notary Public



Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004

3718

Ret. to: RIVER Forest, INC.
3111 Paces Mill Rd
Suite C-300
Atlanta, GA. 30339

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

JUN 23 2003 PM 4:07

FIRST AMENDMENT TO RESTRICTIVE COVENANTS

LYNN W. HAM
CLERK

FOR RIVER FOREST SUBDIVISION

BY: Lynn W. Ham

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and

Whereas, the Exhibits A & B relating to the legal description of the property included in the Restrictions and the property for future development having been inadvertently omitted;

Now therefore, Declarant, River Forest Inc. does by way of amendment attach Exhibit A & B and make the same applicable to the original Restrictions through this instrument.

In Witness Whereof the Declarant does hereby execute this First Amendment to said Restrictive Covenants this the 23 day of June, 2003.

Signed, sealed and delivered
In the presence of:

River Forest Inc.

By: David W. Aldridge
David W. Aldridge, President

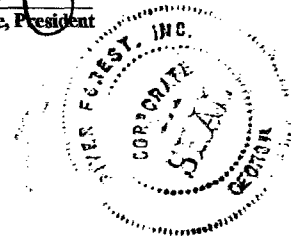
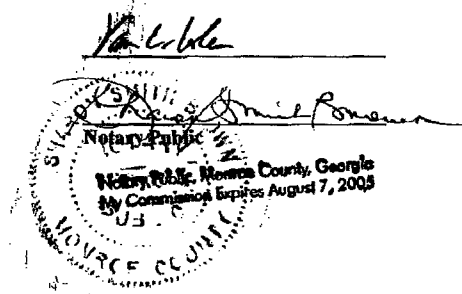


Exhibit "A"

All those lots or parcels of land in Monroe County, Georgia and being known and designated as Lots A-1 thru A-61 inclusive and Lots B-1 thru B-65 inclusive of River Forest Subdivision as shown upon a survey prepared by Steve Coleman & Associates Inc. dated April 28, 2003 and recorded in Plat Book 26, Pages 21-25 in the Clerk's Office of Monroe Superior Court to which reference is made for a more complete and accurate description.

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot 96 of the 6th Land District and Land Lot 230 of the 4th Land District of Monroe County, Georgia, containing 233.307 acres, more or less, and being more particularly shown on that survey for Weyerhaeuser Real Estate Development Company CL 714 MONROE dated July 17, 2001. Said plat was prepared by James H. Hampton GRLS no. 1682 and is recorded in Plat Book 25, Page 152 Clerk's Office of Monroe Superior Court.

Said plat is referred to for a more complete and accurate description and is incorporated by reference thereto.

All that tract or parcel of land lying and being in Land Lots 218, 219, 220, 228, 229, 230 and 231 of the 4th District of Monroe County, Georgia, and in Land Lots 65 and 97 of the 6th District of Monroe County, Georgia being a tract of land containing 586.54 acres, according to a plat thereof, prepared by Steven Coleman, GRLS dated September 24, 2002 recorded in Plat Book 25, Page 197, Clerk's Office of Monroe Superior Court. Said plat is referred to for the purpose of a more complete and accurate description and is incorporated herein by reference thereto.

There is excepted from the above described property all that property described in Exhibit A on the foregoing page which is incorporated herein by reference thereto.

5445

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CLERK SUPERIOR COURT
MONROE COUNTY GA

AUG 29 2003 AM 11:21

LYNN W. HAM
CLERK

[Signature]

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

**SECOND AMENDMENT TO RESTRICTIVE COVENANTS
FOR RIVER FOREST SUBDIVISION**

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office; and,

Whereas, Declarant has opened River Forest Phase II "The Fairway at River Forest" which consists of Lots C-1 thru C-52 inclusive as shown on a survey prepared by Steve Coleman & Associates, Inc., Georgia Registered Land Surveyor, dated July 4, 2003, and recorded in Plat Book 26, Pages 87-89, Clerk's Office of Monroe County Superior Court; and,

Whereas, Declarant is desirous making the original Restrictive Covenants as well as the First Amendment applicable to Phase II of River Forest.

Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest Phase II, "The Fairway at River Forest" and shall be incorporated herein by reference thereto.

In Witness Whereof, the Declarant has hereunto set its hands and seal to this Second Amendment to Restrictive Covenants for River Forest.

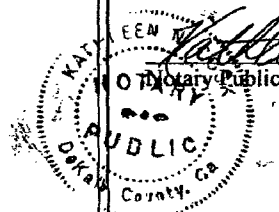
Signed, sealed and delivered
In the presence of:

RIVER FOREST, INC.

By:

[Signature]
David W. Aldridge, President

[Signature]
Witness



Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004

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00321

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CLERK SUPERIOR COURT
MONROE COUNTY GA

6401

OCT -9 2003 PM 1:04

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

LYNN W. HAM
CLERK

THIRD AMENDMENT TO RESTRICTIVE COVENANTS

FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The original Restrictive Covenants for River Forest have been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office; and by Second Amendment recorded in Deed Book 906, Page 157.

Whereas, Declarant has opened River Forest Phase III "The Equestrian at River Forest" which consists of Lots E-1 thru E-22 inclusive as shown on a survey prepared by Steve Coleman & Associates, Inc., Georgia Registered Land Surveyor, dated September 17, 2003, and recorded in Plat Book 26, Page 121, Clerk's Office of Monroe County Superior Court; and,

Whereas, Declarant is desirous making the original Restrictive Covenants as well as the First Amendment applicable to Phase II of River Forest and Second Amendment applicable to Phase III of River Forest.

Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest Phase III, "The Equestrian at River Forest" and shall be incorporated herein by reference thereto.

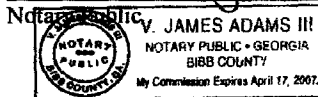
In addition to the Restrictive Covenants referred to above, Phase II and Phase III shall have the following additional Covenant;

Article 6.1 (Architectural Standards) is amended to allow cedar shake siding in addition to the other types of siding set out in Article 6.1C provided the same is approved by the Architectural Review Committee.

In Witness Whereof, the Declarant has hereunto set its hands and seal to this Third Amendment to Restrictive Covenants for River Forest.

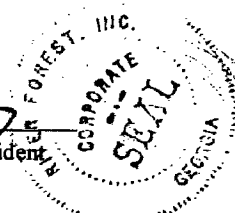
Signed, sealed and delivered
In the presence of:

Witness



RIVER FOREST, INC.

By:
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

89

JAN -8 2004 AM 9:25

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

BY: *Cynthia Banks*
dep

FOURTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office; and by Second Amendment recorded in Deed Book 906, Page 157, and by a Third Amendment recorded in Deed Book 916, Page 321, said Clerk's Office.

Whereas, Declarant has opened River Forest Phase V "The Cliffs at River Forest" which consists of Lots F-1 thru F-74 inclusive as shown on a survey prepared by Steve Coleman & Associates, Inc., Georgia Registered Land Surveyor, dated November 12, 2003, and recorded in Plat Book 26, Pages 179-181, Clerk's Office of Monroe County Superior Court; and,

Whereas, Declarant is desirous making the original Restrictive Covenants as well as the First Amendment applicable to Phase V of River Forest.

Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest Phase V, "The Cliffs at River Forest" and shall be incorporated herein by reference thereto.

Article 6.1a (Dwelling Size) The minimum size of a single family residence in River Forest Subdivision shall be 2400 square feet of heated/air conditioned floor finished space (excluding garages, basements, porches, patios, etc.). All two story homes shall be a minimum of 2800 square feet of heated and air conditioned floor finished space (excluding garages, basements, porches, patios, etc.). This section shall be applicable to Phase V only.

Article 6.2b (Landscape Requirements/Plantings) A minimum of two feature trees (2" caliper) and ten 5 - 7 gallon and ten 3 - 5 gallon shrubs, plus associated ground cover plantings is required on each lot. This section shall be applicable to Phases I, II, III, IV, & V.

Article 11.1a (Golf Course) Declarant has reserved certain areas in Section V, "The Cliffs at River Forest" to be common areas for the benefit of the golf course. Declarant reserves the right to alter the common areas in any manner as Declarant deems proper in order to change or modify the common areas as it may deem in the best interest of River Forest Subdivision.

Declarant in modifying said common areas shall have the right to change the location of lakes, grassy areas, wooded areas and any landscaping or shrubbery in any manner it so desires during the development of River Forest Subdivision.

In Witness Whereof, the Declarant has hereunto set its hands and seal to this Third Amendment to Restrictive Covenants for River Forest.

Signed, sealed and delivered
In the presence of:

Ann M. Bleep
Witness

Kathleen J. Cook
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004

RIVER FOREST, INC.

By: *David W. Aldridge*
David W. Aldridge, President

2277

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

APR 30 2004 AM 11: 33

LYNN W. HAM
CLERK

BY: Lina Turckow, dp

**AMENDMENT TO FIFTH AMENDMENT TO RESTRICTIVE
COVENANTS FOR RIVER FOREST SUBDIVISION**

Let: When recorded return to:
River Forest, Inc.
P.O. Box 12423
Atlanta, GA 30355

GEORGIA, MONROE COUNTY

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court and amended by a First Amendment recorded in Deed Book 884, Page 112 said Clerk's Office; and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office; and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office and by a Fifth Amendment recorded in Deed Book 937 Page 244 said Clerk's Office; and,

Whereas, Declarant did in the Fifth Amendment add certain property to the description in Exhibit B of the First Amendment of said restrictions which were attached as Exhibit A to said Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office; and

Whereas, Declarant is desirous of amending the description in Exhibit A referred to above;

Now therefore, Declarant does hereby amend the description in said Exhibit A by attaching a correct description of said property in Exhibit A hereto attached.

In Witness Whereof, the Declarant has hereunto set its hand and seal to this Amendment to the Fifth Amendment to Restrictive Covenants for River Forest.

This the 19th day of April, 2004.

River Forest Inc.

By: David W. Aldridge
David W. Aldridge President

Signed, sealed and delivered
In the presence of:

Lina Turckow
Matthew A. Cook
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004



VOL 962 PAGE 133

EXHIBIT "A"

All that tract or parcel of land containing 514.445 acres, more or less, in the High Falls and the 4th Land Districts of Monroe County, Georgia, more particularly described on plat prepared by Georgia Kraft Company dated October 28, 1965, and recorded in Deed Book 275, Page 282, Deed Records, Monroe County, Georgia, reference being made to said plat for more particular description.

Said plat above referenced indicates a tract of land containing 546.43 acres, more or less, and there is excepted from said acreage and not hereby conveyed Tract 4 containing 1.468 acres, Tract 5 containing 8.472 acres and Tract 6 containing 20.389 acres conveyed by Georgia Kraft Company to Georgia Power Company in 1979 by deed recorded in the Deed Records of Monroe County, Georgia and there is also excluded and not hereby conveyed that tract of land conveyed by Georgia Kraft Company to Monroe County for a public right of way containing 1.656 acres on November 14, 1979. Thus the net acreage is 514.445 acres, more or less.

Said tract of land is bounded, now or formerly, as follows: North—County road and Mario Vaughn; East—Towaliga River; South—Little Towaliga River; West—Willis Ward.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, all that certain tract of land which lies north & east of the center line of Boxankle Road.

Also, all that tract or parcel of land situate, lying and being in the 523rd District, G.M., Monroe County, Georgia, containing 71.37 acres and located on the Forsyth and High Falls public road, approximately seven miles northwesterly of Forsyth, Georgia, on the waters of Little Towaliga River, and commonly known as the "Vince Evans Place", and said tract or land is bounded now or formerly as follows: Northerly by the lands of the T.H. Vaughn place; Easterly by the lands of Rhody Ward; Southerly by the lands of the T.H. Vaughn place, and by Little Towaliga River; and Westerly by the lands of the T.H. Vaughn place. Said property is shown upon a plat which appears of record in Plat Book 1, Page 81, said Clerk's Office.

All that tract or parcel of land containing 374.328 acres, more or less, in Land Lots 198, 199, 220 and 221 of the 4th Land District of Monroe County, Georgia, more particularly described on plat prepared by Georgia Kraft Company dated January 17, 1958, and recorded in Deed Book 275, Page 194, Deed Records, Monroe County, Georgia, reference being made to said plat for a more particular description.

The plat above referenced indicates a tract of land containing 387.6 acres, more or less, and THERE IS EXCEPTED FROM SAID ACREAGE AND NOT HEREBY CONVEYED that tract of land containing 13.272 acres conveyed by Georgia Kraft Company to Georgia Power Company for a right-of-way by deed dated February 4, 1980, and recorded in Deed Book 123, Page 779, Deed Records, Monroe County, Georgia. Thus the net acreage is 374.328 acres, more or less.

All that tract or parcel of land lying and being in Land Lots 220, 221 & 228 of the 4th Land District of Monroe County, Georgia and being more particularly described as a tract of land containing 126.54 acres, more or less as shown upon a survey prepared by Hugh W. Mercer Jr., Georgia Registered Surveyor No. 1890 dated September 19, 2004 and recorded in Plat Book 26, Page 224 Clerk's Office of Monroe Superior Court to which reference is made for a more complete and accurate description.

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

573

FEB -5 2004 AM 9:29

LYNN W. BAIG
CLERK

BY: *[Signature]*
dep

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

SIXTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office; and

Whereas, Declarant has recorded a new plat for Phase V "The Cliffs at River Forest" prepared by Steve Coleman & Associates, Inc., a Georgia Registered Land Surveyor, which consists of Lots F-1 thru F-73 inclusive dated January 28, 2004 and recorded in Plat Book 26, Pages 195-197, Clerk's Office of Monroe Superior Court; and

Whereas, Declarant is desirous of making the original Restrictive Covenants as well as all amendments applicable to Phase V of River Forest as shown on the amended plat.

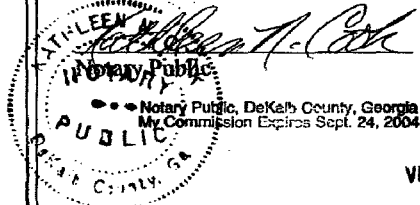
Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest Phase V, "The Cliffs at River Forest" and shall be incorporated herein by reference thereto.

In Witness of all of which the Declarant has hereunto set its hand and seal to this Sixth Amendment to Restrictive Covenants for River Forest.

Signed, sealed and delivered
In the presence of:

Kelly McArthur
Witness

[Signature]
Notary Public



RIVER FOREST, INC.

By: *[Signature]*
David W. Aldridge, President



4458

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

AUG 27 2004 PM 12:39

LYNN W. HAM
CLERK

BY *Deane L. L...*

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

**SEVENTH AMENDMENT TO RESTRICTIVE COVENANTS
FOR RIVER FOREST SUBDIVISION**

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office, and by a Sixth Amendment recorded in Deed Book 943, Page 109 said Clerk's Office; and

Whereas, Declarant is desirous of amending the above-referenced Restrictive Covenants as follows:

1. Within thirty (30) days of completion of construction, all landscaping must be in place.
2. The Covered Bridge shall be used for vehicular traffic only. All construction trucks will be limited to the construction entrance located off Boxankle Road.
3. Lots H-1 thru H-8, H-37, and H-38 shall maintain a 50' undisturbed or planted buffer as shown on River Forest, Section II plat. No driveway of any kind shall be used for access to Boxankle Road.
4. The roof pitch on the front of all houses shall be 10/12. The minimum roof pitch on the back of the house shall be 8/12.
5. All houses shall be total electric. Gas logs and dual fuel heat pumps are acceptable.

Now therefore, Declarant does declare that all of the Restrictive Covenants referred to above, as well as the ones set out in this Amendment, shall be applicable to River Forest, Section II, Phase I, "Mount Paran at River Forest" consisting of Lots H-1

to H-30, H-32 to H-57; "The Bend at River Forest" consisting of Lots I-1 to I-7; "The Bridges at River Forest" consisting of Lots I-12 to I-37; "The Piedmont at River Forest" consisting of Lots K-1 to K-10; "The Woodlands at River Forest" consisting of Lots I-8 to I-11, J-1 to J-10, J-12, J-15 to J-21, K-11 to K-13 and shall be incorporated herein by reference thereto.

In Witness of all of which the Declarant has hereunto set its hand and seal to this Eighth Amendment to Restrictive Covenants for River Forest.

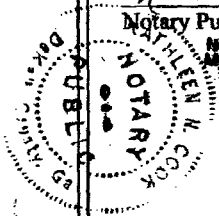
Signed, sealed and delivered
In the presence of:

Don M. Bell
Witness

RIVER FOREST, INC.

Kathleen H. Cook
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004

By: David W. Aldridge
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GEORGIA

4851

SEP 20 2004 PM 12:48

LYNN W. HAM
CLERK

BY: *Diane Stump*

✓
Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

EIGHTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office, and by a Sixth Amendment recorded in Deed Book 943, Page 109 said Clerk's Office, and by the Seventh Amendment recorded in Deed Book 987, Page 181; and

Now therefore, Declarant does declare that all of the Restrictive Covenants referred to above, as well as the ones set out in the Seventh Amendment, shall be applicable to **River Forest, Section II, Phase I**, "Mount Paran at River Forest" consisting of Lots H-1 to H-30, H-32 to H-57; "The Bend at River Forest" consisting of Lots I-1 to I-7; "The Bridges at River Forest" consisting of Lots I-12 to I-37; "The Piedmont at River Forest" consisting of Lots K-1 to K-10; "The Woodlands at River Forest" consisting of Lots I-8 to I-11, J-1 to J-10, J-12, J-15 to J-21, K-11 to K-13 and shall be incorporated herein by reference thereto. Said plat is dated July 28, 2004 and recorded in Plat Book 27, Page 22, Clerk's Office of Monroe County Superior Court.

Now therefore, Declarant does declare that all of the Restrictive Covenants referred to above, as well as the ones set out in this Amendment, shall be applicable to **River Forest, Section II, Phase II**, "The Woodlands at River Forest" consisting of Lots L-1 to L-4, L-14 to L-34; "The Bluff at River Forest" consisting of Lots L-6 to L-13; "The Piedmont at River Forest" consisting of Lots L-35 to L-77, and shall be incorporated herein by reference thereto. Said plat is dated September 1, 2004, and recorded in Plat Book 27, Page 41, Clerk's Office of Monroe County Superior Court.

In Witness of all of which the Declarant has hereunto set its hand and seal to
this Eighth Amendment to Restrictive Covenants for River Forest.

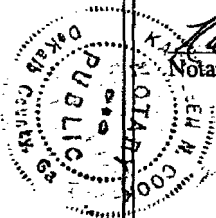
Signed, sealed and delivered
In the presence of:

John M. Shelf
Witness

RIVER FOREST, INC.

Notary Public
Notary Public

By: David W. Aldridge
David W. Aldridge, President



Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004



6008

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

NOV 24 2004 AM 10:51

LYNN W. HAM
CLERK

BY:

Angela Banks, Esq.

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

NINTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office, and by a Sixth Amendment recorded in Deed Book 943, Page 109 said Clerk's Office; and by the Seventh Amendment recorded in Deed Book 987, Page 181; and by the Eighth Amendment recorded in Deed Book 993, Page 114-115; and

Now therefore, Declarant does declare that all of the Restrictive Covenants referred to above, as well as the ones set out in the Eighth Amendment, shall be applicable to **River Forest, Section II, Phase III, "The Shoals at River Forest"** consisting of Lots N-1 to N-20, and also **River Forest, Section II, Phase IV, "The Summit at River Forest"** consisting of Lots M-1 to M-4, M-6 to M-10, M-10A, M-11A and shall be incorporated herein by reference thereto. Said plat is dated November 1, 2004 and recorded in Plat Book 27, Pages 112-113, Clerk's Office of Monroe County Superior Court.

Now therefore, Declarant does declare that all of the Restrictive Covenants referred to above, as well as the ones set out in this Amendment, shall be applicable to **River Forest, Section II, Phase IV, "The Summit at River Forest"** consisting of Lots, M-11 to M-26, M-28 to M-74, M-76, and M-78-M-84 and shall be incorporated herein by reference thereto. Said plat is dated November 4, 2004, and recorded in Plat Book 27, Pages 114-116, Clerk's Office of Monroe County Superior Court.

Whereas, Declarant is desirous of amending the above-referenced Restrictive Covenants as follows:

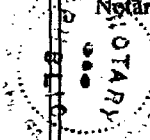
1. All lots in Phase II of River Forest Subdivision shall be allowed to have cedar shake siding on the houses constructed in Phase II of said subdivision.

In Witness of all of which the Declarant has hereunto set its hand and seal to
this Ninth Amendment to Restrictive Covenants for River Forest.

Signed, sealed and delivered
In the presence of:

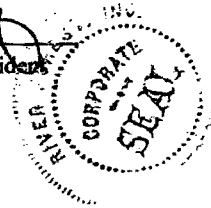
James M. Hill
Witness

Matthew T. Cook
Notary Public



RIVER FOREST, INC.

By: David W. Aldridge
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

2611

MAY 18 2005 AM 11:35

LYNN W. HAM
CLERK

BY: *[Signature]* dep

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

**TENTH AMENDMENT TO RESTRICTIVE COVENANTS
FOR RIVER FOREST SUBDIVISION**

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office, and by a Sixth Amendment recorded in Deed Book 943, Page 109 said Clerk's Office; and by the Seventh Amendment recorded in Deed Book 987, Page 181; and by the Eighth Amendment recorded in Deed Book 993, Page 114-115; and by the Ninth Amendment recorded in Deed Book 1007, Page 57-58; and

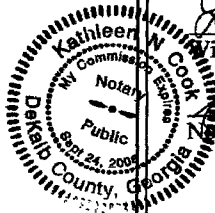
Whereas, Declarant has recorded a new plat for **River Forest, Section II, Phase IV**, "The Heights at River Forest", consisting of Lots R-1 to R-38 inclusive dated April 26, 2005, and recorded in Plat Book 27, Pages ~~222-224~~, Clerk's Office of Monroe Superior Court; and

Whereas, Declarant is desirous of making the original Restrictive Covenants as well as all amendments applicable to **River Forest, Section II, Phase IV** as shown on the amended plat.

Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest, Section II, Phase IV, "The Heights at River Forest" and shall be incorporated herein by reference thereto.

In Witness of all of which the Declarant has hereunto set its hand and seal to this Tenth Amendment to Restrictive Covenants for River Forest.

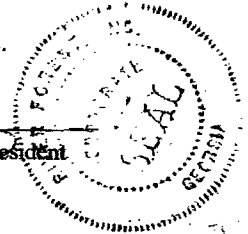
Signed, sealed and delivered
In the presence of:



[Signature]
Witness
[Signature]
Notary Public

RIVER FOREST, INC.

By: *[Signature]*
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

2959

JUN -2 2005 PM 2:10

LYNN WILLIAM
CLERK

Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

BY: *[Signature]*

dlp

**ELEVENTH AMENDMENT TO RESTRICTIVE COVENANTS
FOR RIVER FOREST SUBDIVISION**

Georgia, Monroe County

The original Restrictive Covenants for River Forest having been recorded in Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court; and amended by a First Amendment recorded in Deed Book 884, Page 112, said Clerk's Office, and by a Second Amendment recorded in Deed Book 906, Page 157 said Clerk's Office, and by a Third Amendment recorded in Deed Book 916, Page 321 said Clerk's Office, and by a Fourth Amendment recorded in Deed Book 937, Page 242 said Clerk's Office, and by a Fifth Amendment recorded in Deed Book 937, Page 244 said Clerk's Office, and by a Sixth Amendment recorded in Deed Book 943, Page 109 said Clerk's Office; and by the Seventh Amendment recorded in Deed Book 987, Page 181; and by the Eighth Amendment recorded in Deed Book 993, Page 114-115; and by the Ninth Amendment recorded in Deed Book 1007, Page 57-58; and by the Tenth Amendment recorded in Deed Book 1046, Page 246; and

Whereas, Declarant has recorded a new plat for **River Forest, Section II, Phase VII**, "The Gardens at River Forest", consisting of Lots T-1 to T-17 inclusive dated March 7, 2005, and recorded in Plat Book 27, Page 180, Clerk's Office of Monroe Superior Court; and

Whereas, Declarant is desirous of making the original Restrictive Covenants as well as all amendments applicable to **River Forest, Section II, Phase VII** as shown on the amended plat.

Now therefore, Declarant does declare that the Restrictive Covenants referred to above shall be applicable to River Forest, Section II, Phase VII, "The Gardens at River Forest" and shall be incorporated herein by reference thereto.

In Witness of all of which the Declarant has hereunto set its hand and seal to this Eleventh Amendment to Restrictive Covenants for River Forest.

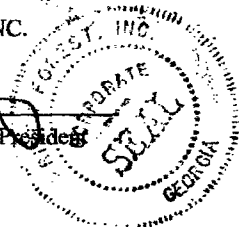
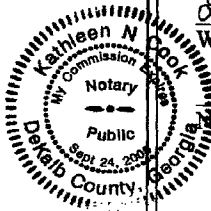
Signed, sealed and delivered
In the presence of:

[Signature]
Witness

RIVER FOREST, INC.

[Signature]
Notary Public

By: *[Signature]*
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

5583

OCT 17 2005 PM 4: 37

LYNN W. HAM
CLERK

BY: *Angela Banks, dep*

WHEN RECORDED RETURN TO:

River Forest, Inc.
3111 Paces Mill Road
Suite C-300
Atlanta, Georgia 30339

TWELFTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Forest, dated May 5, 2003, filed May 7, 2003, having been recorded at Deed Book 870, page 198, Monroe County Records, as amended by the following instruments: First Amendment recorded at Deed Book 884, page 112, Monroe County Records; Second Amendment recorded at Deed Book 906, page 157, Monroe County Records; Third Amendment recorded at Deed Book 916, page 321, Monroe County Records; Fourth Amendment recorded at Deed Book 937, page 242, Monroe County Records; Fifth Amendment recorded at Deed Book 937, page 244, Monroe County Records; Sixth Amendment recorded at Deed Book 943, page 109, Monroe County Records; Amendment to Fifth Amendment recorded at Deed Book 962, page 133, Monroe County Records; Seventh Amendment recorded at Deed Book 987, page 181, Monroe County Records; Eighth Amendment recorded at Deed Book 993, page 114, Monroe County Records; Ninth Amendment recorded at Deed Book 1007, page 57, Monroe County Records; Amendment to Fifth Amendment recorded at Deed Book 1012, page 3, Monroe County Records; Tenth Amendment recorded at Deed Book 1046, page 246, Monroe County Records, and Eleventh Amendment recorded at Deed Book 1050, page 247, Monroe County Records (collectively the "Restrictive Covenants").

Now, Therefore, the Declarant causes the Restrictive Covenants to be modified as follows:

1. The Declaration contains as scrivener's error regarding the name of the Association. The name of the Association is the "River Forest Homeowners Association, Inc." and is not the "River Forest Community Association, Inc." All references in the Declaration to "River Forest Community Association, Inc." shall be deleted and "River Forest Homeowners Association, Inc." shall be substituted in place thereof.

2. A new Section 11.6 shall be added to the Restrictive Covenants to clarify the intent of the Declarant that the owner of the Golf Course be entitled to the same protections, benefits and enforcement rights as the Declarant and the Association under Sections 7.22, 11.4 and 11.5 of the Restrictive Covenants and to provide certain limitations on the rights of the Declarant and the Association under Sections 11.4 and 11.5 of the Restrictive Covenants:

- 11.6 Applicability to Golf Course Owner; Limitation on Rights of Declarant and the Association. The owner of the Golf Course shall be entitled to the protections and benefits of, and the right to enforce, the provisions of Sections 7.22, 11.4 and 11.5 to the same extent as the Declarant and the Association. Neither the Declarant (including any successor Declarant) nor the Association shall be entitled to grant a variance to the provisions of Section 7.22 of the Declaration pursuant to the terms of Section 6.7 or otherwise without the prior written consent of the owner of the Golf Course, which consent may not be unreasonably withheld or delayed by such owner of the Golf Course. Neither the Declarant (including any successor Declarant) nor the Association shall be entitled to modify or waive the provisions of Section 11.5 of the Declaration with respect to the Golf Course pursuant to the terms of Section 6.7 or otherwise.

IN WITNESS WHEREOF, the Declarant has set its hand and seal to the Twelfth Amendment to Restrictive Covenants for River Forest as of the 13th day of October, 2005.

DECLARANT:

RIVER FOREST, INC.,
a Georgia corporation

Signed, sealed and delivered
in the presence of:

Don Phelps

Witness

By:

David W. Aldridge
David W. Aldridge, President

[CORPORATE SEAL]

Joyce E. Calloway
Notary Public

My Commission Expires:

JOYCE E. CALLOWAY
Paulding County, Georgia
My Commission Expires October 22, 2005

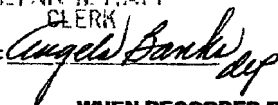
6113

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

NOV 14 2005 PM 3: 27

LYNN W. HAM
CLERK

BY:



WHEN RECORDED RETURN TO:

River Forest, Inc.
3111 Paces Mill Road
Suite C-300
Atlanta, Georgia 30339
Attn: David W. Aldridge

THIRTEENTH AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER FOREST SUBDIVISION

Georgia, Monroe County

The Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Forest, dated May 5, 2003, filed May 7, 2003, having been recorded at Deed Book 870, page 198, Monroe County Records, as amended by the following instruments: First Amendment recorded at Deed Book 884, page 112, Monroe County Records; Second Amendment recorded at Deed Book 906, page 157, Monroe County Records; Third Amendment recorded at Deed Book 916, page 321, Monroe County Records; Fourth Amendment recorded at Deed Book 937, page 242, Monroe County Records; Fifth Amendment recorded at Deed Book 937, page 244, Monroe County Records; Sixth Amendment recorded at Deed Book 943, page 109, Monroe County Records; Amendment to Fifth Amendment recorded at Deed Book 962, page 133, Monroe County Records; Seventh Amendment recorded at Deed Book 987, page 181, Monroe County Records; Eighth Amendment recorded at Deed Book 993, page 114, Monroe County Records; Ninth Amendment recorded at Deed Book 1007, page 57, Monroe County Records; Amendment to Fifth Amendment recorded at Deed Book 1012, page 3, Monroe County Records; Tenth Amendment recorded at Deed Book 1046, page 246, Monroe County Records; Eleventh Amendment recorded at Deed Book 1050, page 247, Monroe County Records; and Twelfth Amendment recorded at Deed Book 1082, page 246, Monroe County Records (collectively the "Restrictive Covenants").

NOW, THEREFORE, the Declarant causes the Restrictive Covenants to be modified and amended as follows:

1. A new Section 7.23 shall be added to the Restrictive Covenants as follows:

7.23 Prohibition of Auctions and Garage Sales. Notwithstanding anything contained in the Restrictive Covenants to the contrary, no auctions, public or private, shall be permitted in connection with the sale, leasing or other disposition of any Lot, whether unimproved or improved, or any personal property, or any interest therein, and no signs or other advertising medium shall be permitted to advertise any such auction; and no garage sale, flea market sale or other similar types of sales shall be permitted on any Lot or elsewhere in the Community. All such types of activities are declared detrimental to the best interests of the Community and the Owners and are hereby expressly prohibited. In the event any such activity occurs, the Association shall be entitled to give written notice to the Person or Persons engaging in such prohibited activity demanding that such prohibited activity cease and desist immediately, and in the event such Person or Persons engaging in such prohibited activity fails or refuses to immediately cease and desist such prohibited activity as required, the Association shall be entitled to seek and shall be entitled to obtain from the Superior Court of Monroe County or other court of competent jurisdiction temporary, interlocutory and permanent injunctive relief together with all other legal and equitable remedies provided in the Restrictive Covenants or otherwise available at law or in equity under applicable law.

1. A new Section 7.24 shall be added to the Restrictive Covenants as follows:

7.24 Prohibition of Certain Vehicles and Restrictions on Operation of Other Vehicles. Notwithstanding anything contained in the Restrictive Covenants to the contrary, no all terrain Vehicles or similar types of Vehicles may be operated or otherwise used on any roads, in any parks or in or on any other Common Property. The Board of Directors, in the exercise of its reasonable judgment, shall be entitled to determine whether a Vehicle is a prohibited Vehicle under this Section. In addition, no golf carts may be operated or used on any roads, in any parks or in or on any other Common Property by any Person who is not at least sixteen (16) years of age and who holds a valid drivers license entitling such Person to operate a motor vehicle on public roads within the State of Georgia. Subject to the foregoing limitation, golf carts may be operated and used on the roads of and otherwise within the Community.

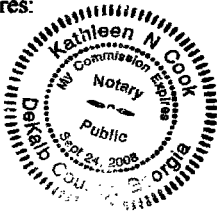
IN WITNESS WHEREOF, the Declarant has set its hand and seal to the
Thirteenth Amendment to Restrictive Covenants for River Forest as of the 17th day of
November, 2005.

Signed, sealed and delivered
in the presence of:

Lisa M. Rakosthau
Witness

Kathleen N. Cook
Notary Public
My Commission Expires:

NOTARIAL SEAL

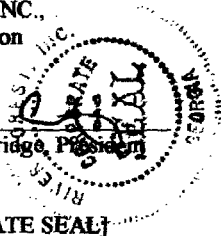


DECLARANT:

RIVER FOREST, INC.,
a Georgia corporation

By: David W. Aldridge
David W. Aldridge, President

[CORPORATE SEAL]



In Witness Whereof, the Declarant has hereunto set its hand and seal to this
Amendment to the Fourteenth Amendment to Restrictive Covenants for River Forest.

This the 19th day of December 2006.

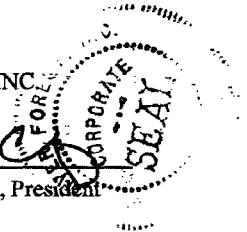
Signed, sealed and delivered
In the presence of:

Lee M. Rakotz
Witness

Kathleen N. Cook
Notary Public

RIVER FOREST, INC.

By: David W. Aldridge
David W. Aldridge, President



FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

6504

DEC 22 2006 AM 10:21

LYNN W. HAM
CLERK

BY: *Colleen D. Peasley* AP

not
Return to:
River Forest, Inc.
3111 Paces Mill Rd.
Suite C-300
Atlanta, GA 30339

**FOURTEENTH AMENDMENT TO RESTRICTIVE COVENANTS
FOR RIVER FOREST SUBDIVISION**

Georgia, Monroe County

The Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Forest, dated May 5, 2003, filed May 7, 2003, having been recorded at Deed Book 870, Pages 198-232 Clerk's Office of Monroe Superior Court, as amended by the following instruments: First Amendment recorded in Deed Book 884, Page 112, Monroe County Records; and by a Second Amendment recorded in Deed Book 906, Page 157, Monroe County Records; and by a Third Amendment recorded in Deed Book 916, Page 321, Monroe County Records; and by a Fourth Amendment recorded in Deed Book 937, Page 242, Monroe County Records; and by a Fifth Amendment recorded in Deed Book 937, Page 244, Monroe County Records; and by a Sixth Amendment recorded in Deed Book 943, Page 109, Monroe County Records; and by Amendment to Fifth Amendment recorded in Deed Book 962, Page 133, Monroe County Records; and by the Seventh Amendment recorded in Deed Book 987, Page 181, Monroe County Records; and by the Eighth Amendment recorded in Deed Book 993, Page 114-115, Monroe County Records; and by the Ninth Amendment recorded in Deed Book 1007, Page 57-58, Monroe County Records; and by the Amendment to Fifth Amendment recorded in Deed Book 1012, Page 3, Monroe County Records; and by the Tenth Amendment recorded in Deed Book 1046, Page 246, Monroe County Records; and by the Eleventh Amendment in Deed Book 1050, Page 247, Monroe County Records; and by the Twelfth Amendment in Deed Book 1082, Page 246, Monroe County Records; and by the Thirteenth Amendment in Deed Book 1089, Page 029, Monroe County Records; and

NOW, THEREFORE, the Declarant causes the Restrictive Covenants to be modified and amended as follows:

Whereas, Declarant is desirous of amending the Restrictive Covenants of River Forest Subdivision as to Article 4, Assessments, in particular Paragraph 4.9 which is inconsistent with the other provisions of Article 4; and,

Now therefore, Declarant does hereby amend Paragraph 4.9 of Article 4 by deleting the same in full and adding as a new paragraph 4.9 as follows:

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board levies the assessment for the coming year as determined by the budget as set out in the foregoing paragraphs of this Article. Each lot shall be assessed an equal amount and the assessments shall be delivered to the lot owners at least 30 days before the due date.

BOOK 1180 PAGE 053

In Witness Whereof, the Declarant has hereunto set its hand and seal to this
Amendment to the Fourteenth Amendment to Restrictive Covenants for River Forest.

This the 19th day of December 2006.

Signed, sealed and delivered
In the presence of:

Lee M. Rakoton
Witness

Kathleen N. Cook
Notary Public

RIVER FOREST, INC.

By: David W. Aldridge
David W. Aldridge, President

