

RIVER FOREST · FORSYTH, GEORGIA

Restrictive Covenants

Conditions, Restrictions & Easements — Reference Edition

A clean, readable edition of the recorded covenants for the River Forest community, organized by article for everyday reference. It brings together the original Declaration and all fifteen recorded amendments into one plainly typeset document.

Please note: This Reference Edition is a plain-language rendering prepared for convenient reading and search. It accurately reflects the substance of the community's rules, but it is **not** the official legal instrument. The controlling text is the Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Forest recorded May 2003 (Deed Book 870, Pages 198–232, Monroe County, Georgia), as amended through the Fifteenth Amendment (Deed Book 1840, recorded February 2018). For any matter you intend to enforce or contest, rely on the recorded document and the Architectural Review Committee.

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Article 1

1 Definitions

Defines the key terms used throughout the Declaration, including "Articles of Incorporation," "Association," "Board," "Common Property," "Declarant," "Lot," "Owner," and "Community." These definitions control how every other provision is read.

Article 3 — Membership & Voting

3.1 Membership

Every person who is the record owner of a Lot is automatically a member of the Association. Membership cannot be separated from ownership of the Lot. There is one membership per Lot.

3.2 Voting

Each Lot is entitled to one vote. When more than one person owns a Lot, those owners decide among themselves how to cast the single vote for that Lot; the vote for a Lot may not be split.

Article 4 — Assessments

4.1 Purpose of Assessments

Assessments fund the recreation, health, safety, welfare, common benefit, and enjoyment of owners, and the maintenance of real and personal property. There are general assessments, neighborhood assessments, special assessments, and specific assessments.

4.2 Personal Obligation & Lien for Assessments

Each owner agrees by accepting a deed to pay all assessments. Unpaid assessments are both a personal obligation of the owner and a continuing lien on the Lot. Late charges, interest, and costs may be added. Interest may not exceed the lesser of the maximum legal rate or eighteen percent (18%) per year.

4.4 Neighborhood Assessments

The Association may levy assessments against a particular neighborhood to fund expenses incurred for the primary benefit of property within that neighborhood.

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 may be paid in installments.

4.8 Remedies — Suspension & Collection

If assessments go unpaid, the Association may suspend the owner's voting rights and right to use recreational facilities, file a lien, and pursue collection (including foreclosure) plus interest, late charges, and attorney's fees. Suspension does not affect the owner's obligation to pay assessments or the permanent lien.

Article 5 — Maintenance

5.1 Association's Responsibility

The Association maintains the Common Property, which includes community landscaping originally installed by the Declarant, entry features, community green space, pedestrian paths, storm-water detention/retention ponds, and any roads and streets not maintained by a governmental body or neighborhood.

5.2 Owner's Responsibility

Each owner maintains everything on their Lot to the Community-Wide Standard, including the structure, landscaping, and improvements. This includes prompt removal of all litter/trash/waste, regular lawn mowing, keeping landscaped areas and lawns alive and free of weeds, shrub and tree pruning, good working order of lighting, keeping driveways in good repair, and complying with health and police requirements. If an owner fails to maintain after ten (10) days' written notice, the Association may perform the work and charge the owner as a specific assessment.

Article 6 — Architectural Standards

6.1a Dwelling Size

Minimum size of a single-family residence (as amended through the Fifteenth Amendment, 2018): In Sections A, B, C, E, F, G, H, I, J, K, L, M, N, and T — a minimum of 2,600 square feet of heated/air-conditioned finished floor space (excluding garages, basements, porches, patios, etc.) for a one-story ranch home, and a minimum of 3,000 square feet for a two-story residence. In Section R — a minimum of 2,400 square feet for a one-story home and 2,800 square feet for a two-story residence. (Earlier phases had lower minimums; the 2018 amendment sets these figures.)

6.1b Dwelling Design & Separation

Similar house designs must be separated by a minimum of 2 lots. Designs are reviewed by the Architectural Review Committee (ARC). A sketch or plan-book representation of the proposed home must be submitted to the ARC before plans are completed. Flat roofs are not permitted.

6.1c Exterior Colors & Materials

All color schemes and material choices must be submitted to the ARC for approval. Homes must have all four sides brick, stucco with stacked stone accent, or approved siding. (Cedar shake siding is allowed in certain phases per the Third and Ninth Amendments.) No vinyl siding is allowed. Four-sided masonry foundations required.

6.1d Fireplaces & Chimneys

Exterior of all chimneys must be masonry — stacked stone or stucco material. All chimneys must have a detailed top (e.g. shroud). Metal caps are required to conceal circular pre-fabricated flue tops, and all chimney metal caps must be painted.

6.1e Roofs

Roofing material is subject to ARC approval and must be 25-year architectural/dimensional shingles. No painted metal roofs that face the street or streets.

6.1ij Trim & Gutters

Fascia boards minimum 1x8. Rake boards minimum 1x8 with 4-inch crown molding on the face of the board. Dentil blocks or approved trim on street-facing gable ends. Frieze boards minimum 1x8 with 3-inch crown molding. Gutters: 5-inch paintable "Ogee" gutters, painted to match trim color, required on all homes.

6.1l Outbuildings

All outbuildings must be approved by the ARC and be compatible with the home itself. Outbuildings are defined to include gazebos, jacuzzis, dollhouses, play equipment, and storage buildings. Play equipment may be placed only in the rear yard, and trampolines are not permitted.

6.1m Pools & Spas

ARC approval required for any in-ground pool or extra spa. All pools must be fenced, and all filter tanks, pool chemical feeders, and equipment must be enclosed or hidden from view. Pools may be placed only in the rear yard. Above-ground pools are not allowed.

6.1n Fences

All fencing of any kind must be approved by the ARC before being placed on a Lot. No chain link fences are allowed. Invisible fencing for animals is allowed.

6.1o Set Back Lines

All lots 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.

6.1p Prohibited Items

No window air-conditioning units, exterior clotheslines, or four-wheelers stored in view. Four-wheelers must be stored in garages.

6.1r Garbage Containers

All garbage and waste containers must be concealed from view from the streets and adjoining lots. Containers taken to the curb for collection must be timely removed.

6.1s Driveways

Driveways must be constructed of concrete — provided, however, that other hard surface materials such as brick, stamped, patterned or colored concrete may be used if approved by the ARC. Driveways are to be curved when possible and may include a paved turn-around area.

6.1t Garages

Any garage constructed on the property shall not face toward any street, and all garages must be constructed with a door that will close so the interior of the garage is not exposed to view.

6.3 General — ARC Approval Required

No exterior construction, alteration, or addition of any improvements of any nature (including grading, filling, clearing, excavation, building, change in exterior color, alteration of existing improvements, and planting or removal of landscaping materials) may be commenced or placed on a lot without prior ARC approval.

6.4 Guidelines & Review Procedures

Plans and specifications must be submitted in writing to the ARC, with sufficient detail to allow the committee to review the nature, kind, shape, height, materials, location, and design of the proposed improvement. The Declarant/ARC may adopt review procedures, application requirements, and design guidelines. If the ARC fails to approve or disapprove submitted plans within thirty (30) days after receipt, approval is deemed given. Construction must commence within twelve (12) months of approval or the approval expires.

6.7 Variances

The Declarant or ARC may grant variances from the architectural guidelines if a particular case warrants it. A variance must be in writing, and granting one variance does not waive the right to enforce the rule in other cases.

Article 6 — Landscaping

6.2a Sod & Irrigation

All areas along the street front (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 to a corner lot) must be completely sodded with Bermuda, Zoysia, or other approved ground cover. The street front shall include all areas as defined above. Irrigation systems are required by improvements. Individual wells are not allowed.

6.2b Plantings

A minimum of two feature trees (5-inch caliper) and ten 3–5 gallon shrubs, plus associated ground cover plantings, are required on each lot. Irrigation systems are not allowed to be supplied by individual wells.

6.2c 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.

6.2e Maintenance of Yards

All yard and landscaping must be maintained in an attractive, neat manner. Repair or replacement of the same is required if there are any deficiencies. Regular maintenance includes lawn mowing on a regular basis; tree and shrub pruning; prompt removal of all litter, trash, refuse and waste; watering; keeping landscaped areas alive, free of weeds; and keeping lawn and garden areas alive.

6.2f Completion of Landscaping

Within ninety (90) days of completion of house construction, all landscaping must be in place. All disturbed or graded areas of a lot must be sodded or covered with plants or other landscaping materials consistent with the Design Guidelines. All initial landscaping must be completed within sixty (60) days of the earlier of (i) issuance of a certificate of occupancy or (ii) the date the residence is first occupied. The occupant of any lot is responsible for maintaining all landscaping on the lot.

6.2g River Lots — 25-Foot Buffer

All lots fronting on the Little Towaliga River must maintain a 25-foot undisturbed buffer.

Article 7 — Use Restrictions

7.2 Residential Use

Each Lot shall be used for single-family residential purposes exclusively. "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. No trade or business may be conducted in or from a Lot, except that a business activity is permitted if it is not apparent or detectable from outside the dwelling, does not increase traffic or parking, does not violate zoning, and is otherwise consistent with the residential character of the community.

7.3 Leasing

Lots may be leased only for single-family residential purposes. Unless otherwise provided by the Board, all leases must have a minimum term of at least six months. All leases must be in writing, must require the tenant to comply with the Declaration, Bylaws, and rules, and the owner must provide the Association a copy of the lease.

7.4 Signs

No sign of any kind may be erected within the community without prior written consent of the ARC, except (1) signs required by legal proceedings, and (2) for-sale and security signs that meet rules issued by the Board or ARC. The Declarant retains the right to erect signs.

7.5 Vehicles & Parking

Vehicles must be parked only in appropriate parking spaces or designated areas. "Vehicle" includes automobiles, scooters, go-carts, golf carts, trucks, campers, buses, vans, minibikes, motorcycles, motor homes, boats, trailers, and similar conveyances. Garage doors should be kept closed; no vehicle may be kept closed at all times. Commercial vehicles, motor homes, trailers, motorcycles, scooters, go-carts, golf carts, recreational vehicles, boats, personal water craft, and campers may not be parked in the community except in a garage or other

designated area, or temporarily (no longer than 24 hours) for loading. Trucks with a load capacity of one (1) ton or more, and vehicles used primarily for commercial purposes, are prohibited from being parked within the community except temporarily. Commercial writings on vehicle exteriors are also prohibited from being parked within the community, except for vehicles parked in garages or other areas designated by the Board. Vehicles parked in violation may be towed after notice.

7.6 Garage

All homes must contain a garage for the parking of vehicles. Owners may not convert the garage to any other use, such as finished living space, except in connection with approved construction of a replacement garage.

7.7 Animals & Pets

No animals, livestock, or poultry of any kind may be raised, bred, or kept, with the exception of up to two (2) dogs, cats, or other usual and common indoor household pets. No exterior pens for household pets without approval. Pets when outdoors must be contained on the owner's Lot either by leash, an invisible fence, or other approved means, and must be removed or kept indoors if they become a nuisance. Owners must clean up after their pets.

7.8 Nuisance

Each owner and occupant must prevent any unclean, unhealthy, unsightly or unkempt condition, and must not allow any noxious, dangerous, or offensive activity, or anything that disturbs the peace, quiet, safety, or comfort of neighbors. No noise device (speaker, horn, whistle, siren, bell, amplifier) audible to a neighboring house may be used except security devices used exclusively for security.

7.10 Antennas & Satellite Dishes

No exterior antenna, receiving dish, or similar apparatus may be placed without prior ARC approval, except: (a) antennas designed to receive direct broadcast satellite service that are one meter or less in diameter; (b) antennas designed to receive video programming via multipoint distribution one meter or less in diameter; and (c) antennas designed to receive television broadcast signals. Such permitted antennas should be placed inconspicuously where possible.

7.11 Tree Removal

No trees more than six inches in diameter at a point 12 inches above the ground — including dogwood, cottonwood, cherry, apple, or flowering trees — may be removed from a Lot without prior written ARC approval. Local tree ordinances also apply, and the more restrictive provision governs.

7.14 No Subdivision of Lots

No Lot may be subdivided, or its boundary lines changed, without prior ARC approval. The Declarant reserves the right to subdivide and re-record lots it owns.

7.15 Guns / Firearms

The use or discharge of firearms in the community is prohibited. "Firearms" includes, without limitation, B-B guns, pellet guns, and other guns of any type, regardless of size.

7.16 Utility Lines

Except as permitted under the architectural article, no overhead utility lines (including lines for cable television) are permitted within the community.

7.18 Lighting

No exterior lighting visible from the street is permitted except: (a) ARC-approved lighting; (b) lighting originally installed as part of an established street lighting program; (c) street lights conforming to an established program; (d) seasonal decorative lights during the holidays; (e) front house illumination; and (f) other lighting approved under the architectural article.

7.19 Accessory Buildings, Sculpture, Flags

No accessory building, fuel tank, sculpture, fountain, flag, or similar item may be constructed or displayed on the exterior of any Lot unless approved in writing under the architectural article. (Note: federal law — the Freedom to Display the American Flag Act — prohibits an outright ban on the U.S. flag, but the Association may still impose reasonable manner restrictions such as approval of flagpole height and location.)

7.20 Energy Conservation Equipment (Solar)

No solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined at the sole discretion of the ARC.

7.22 Golf Lots — 25-Foot Restriction

No owner may construct improvements within 25 feet of the golf course, 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. No boats, swimming, or fishing are allowed in any lakes located on the golf course common areas.

7.23 Prohibition of Auctions & Garage Sales

Added by the Thirteenth Amendment (2005). No auctions, public or private, and no leasing or other disposition of any Lot or personal property by way of auction, and no advertising medium for any such auction or sale, is permitted in the community. No garage sale, flea market sale, or other similar type of sale is permitted on any Lot or elsewhere in the community. These activities are declared detrimental to the best interests of the community, and the Association may seek injunctive relief.

7.24 Prohibition of Certain Vehicles (ATVs & Golf Carts)

Added by the Thirteenth Amendment (2005). No all-terrain vehicles or similar vehicles may be operated or otherwise used on any roads, in any parks, or on any other common property. Golf carts may be operated and used on the roads of, and otherwise within, the community only by a person who is at least sixteen (16) years of age and who holds a valid driver's license, subject to the foregoing limitations.

Article 8 — Insurance

8 Insurance & Casualty Losses

The Association must obtain insurance for the Common Property, including property and liability coverage (at least \$1,000,000 combined single limit), and may obtain other coverage. Each owner is responsible for insuring their own Lot and dwelling. After casualty damage, the owner must repair or reconstruct in a manner consistent with original construction, or clear and maintain the lot, within set timeframes.

Article 10 — Easements

10 Easements

Establishes easements for use and enjoyment of common areas, utilities (gas, water, sewer, electric, cable, telephone), drainage and storm water, entry features and streetscapes, emergency entry by police/fire/ambulance, and construction/maintenance access. The Association may grant utility easements across lots.

Article 11 — Golf Course

11.1 Golf Course — General

A golf course is being constructed adjacent to the community. The golf course is NOT part of the Common Property. Members of the Association have no ownership interest in the golf course and no rights to use it by virtue of Association membership. The owner or operator of the golf course may change or operate it at their discretion.

11.4 View Impairment

Neither the Declarant nor the Association guarantees any view over or across the golf course. The golf course operator may change the location, configuration, size, and elevation of trees, bunkers, fairways, and greens, and may add or remove trees and landscaping. Owners have no right to any view and no implied easement for view or light over the golf course.

11.5 Assumption of Risk (Golf Balls)

Each owner, by purchasing property near the golf course, assumes all risks associated with owning property near it, including property damage or personal injury from errant golf balls, golf carts, noise from maintenance and play, use of pesticides/fertilizers/herbicides, use of effluent in irrigation, reduced privacy from tree removal or pruning, and design or redesign of the golf course. The owner releases the golf course owner and Declarant from any such damage.

11.6 Golf Course Owner Protections

Added by the Twelfth Amendment (2005). The owner of the golf course is entitled to the protections and benefits of, and the right to enforce, the golf-course-related provisions (Sections 7.22, 11.4, and 11.5). Neither the

Declarant nor the Association may waive or modify those provisions without the prior written consent of the golf course owner.

Article 12 — Recreational Facilities

12 Use of Recreational Facilities by Nonmembers

The Declarant may grant persons who are not members of the Association the right to use community recreational facilities, for a fee or annual charge determined by the Declarant. Nonmember user fees may be increased each year by the Board.

Article 13 — General Provisions

13.4 Duration

The covenants, conditions, restrictions and easements run with and bind the land and remain in effect perpetually, subject to Georgia law. They automatically renew for successive 20-year periods unless terminated by a written instrument signed by at least two-thirds (2/3) of the Lots, or as otherwise provided by Georgia law.

13.6 Amendment

The Declarant may amend the Declaration unilaterally during the development period for certain purposes. Otherwise, amendment requires the affirmative vote or written consent of owners of at least two-thirds (2/3) of the Lots, and compliance with the Georgia Property Owners' Association Act (O.C.G.A. § 44-3-220 et seq.) where it applies. An amendment is effective when recorded in the Clerk's Office of Monroe Superior Court.

13.16 Arbitration

Most controversies arising under the Declaration must be submitted to binding arbitration under the Georgia Arbitration Code, rather than litigation, with certain exceptions (such as the Association collecting assessments or seeking emergency equitable relief).

12th Amendment / Name

Name of the Association

The Twelfth Amendment (2005) corrected a scrivener's error: the Association's name is the "River Forest Homeowners' Association, Inc." (References to "River Forest Community Association, Inc." were deleted and replaced.) The 2018 Fifteenth Amendment refers to the body as the "River Forest Homeowners' Association, Inc."

15th Amendment — Reserves

Contribution to Reserves Fee

Added by the Fifteenth Amendment (2018). Upon each transfer of a Lot, the Association must be paid a "Contribution to Reserves Fee" equal to 0.50% (.0050) of the gross purchase price. The fee funds reserve accounts for major repairs, emergency/casualty repairs, recurring maintenance, and new services. It is paid at or before closing, no later than 30 days after the deed is recorded. The fee is the liability of the purchaser/grantee. It does NOT apply to the lot owner of record as of the date the amendment was recorded, court-ordered transfers, transfers to government, gift/inheritance transfers, foreclosure, and certain entity and like-kind exchange transfers. If unpaid, a delinquent fee (up to 5% per month) plus a lien may be added.

7th Amendment — H Section

Special Rules for H-Section Lots (The Bend / Woodlands)

The Seventh Amendment (2004) added rules applicable to certain H-section lots: landscaping must be in place within 30 days of completion of construction; the Covered Bridge is for vehicular traffic only; all construction trucks must use the construction entrance located off Boxankle Road; lots H-1 through H-8, H-37, and H-38 must maintain a 50-foot undisturbed or planted buffer with no driveway access to Boxankle Road; the roof pitch on the front of all houses must be 8/12 and the minimum roof pitch on the back of the house must be 10/12; all houses must be total electric, with gas logs and dual fuel heat pumps acceptable.

3rd & 9th Amendments — Siding

Cedar Shake Siding Allowed

The Third Amendment (2003) amended Section 6.1c to allow cedar shake siding in addition to the other approved siding types. The Ninth Amendment (2004) allowed cedar shake siding on houses in Phase II of the subdivision.