

# **Buckhead North**

**HOMEOWNERS ASSOCIATION, INC.**

**BUCKHEAD NORTH RESIDENT GUIDELINES  
And  
ARCHITECTURAL REVIEW PROCESS and APPLICATION**

Published by:  
Board of Directors  
Buckhead North Homeowners Association  
April 22, 2008

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## **Article I - Introduction**

### ***Section 1.01 Basis for Rules and Regulations***

All homeowners and residents benefit from the planning and design that have been an important part of the development of our community.

The purpose of design controls is to assure homeowners and residents that the standards of design quality will be maintained. This, in turn, protects property values and enhances the community's overall environment.

This document is designed to address exterior alterations or structural changes made by homeowners to their property (land and structures) as set forth in the Declaration of Covenants, Conditions and Restrictions, By-Laws of Buckhead North Homeowners Association and Resolutions of the HOA Board of Directors.

The authority for maintaining the quality of design in the community is founded in the Declaration of Covenants, Conditions and Restrictions and Association By-Laws, which are a part of the deed to every property. The covenants establish the Architectural Review Committee.

As a homeowner, by at least initial or subsequent resale settlement, you should have received copies of the Declaration of Covenants, Conditions and Restrictions and The Homeowners Association By-Laws, which establishes the Buckhead North Homeowners Association in the homeowners document package. Sellers are required by Georgia Law to provide a copy of all "home ownership documents" to the buyer. These covenants and restrictions "run with the land" and are binding on all homeowners. As a result, these covenants and all other homeowner documents should be read and fully understood by each homeowner.

Note that it is the sole responsibility of the homeowner to ensure compliance with all relevant building practices, codes, permits, and licensing requirements as such matters are beyond the scope of the ARC's review.

Installations and items existing as of April 22, 2008, which do not meet these guidelines and which have not been approved in writing by the ARC are "grandfathered;" however, such installations and items may not be replaced with like installations and items unless formally approved by the ARC.

### ***Section 1.02 Definitions***

**Covenant** – Generally a promise by one person to another to do or refrain from doing something that is legally enforceable.

**Nuisance** – An unreasonable activity or condition on one's property that substantially or unreasonably interferes with another property owner's use and enjoyment of his/her land.

**Runs with the Land** – Refers to a covenant (restrictive or otherwise) that is permanently attached or applicable to a particular property. This means that these restrictive covenants transfer with the title to subsequent land owners.

**Structure** – (As defined in the Buckhead North Declaration of Covenants, Conditions and Regulations). Anything erected, constructed or located in or upon the ground of any Lot, either temporarily or permanently.

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

### ***Section 1.03 Architectural Review Committee***

The Architectural Review Committee (“ARC”) shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors and shall have exclusive jurisdiction to approve or disapprove all items as provided for in the ARC guidelines.

### ***Section 1.04 Liability***

Provided that a member or members of the ARC, as the case may be, has acted in good faith on the basis of such information as possessed, neither the ARC nor any member thereof shall be liable to the HOA or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- a) The approval or disapproval of any plans, drawings and specifications, whether or not defective.
- b) The construction or performance of any work whether or not pursuant to approved plans, drawings and specifications.
- c) The development of any property within the Existing Property.
- d) Any negligence or breach of contract by a builder carrying out constructions within the Existing Property.

### ***Section 1.05 Architectural Review Committee Review Criteria***

The Architectural Review Committee evaluates all submissions on the individual merits of each application. The characteristics of the house type and the individual site are taken into account when evaluating the particular design proposal. What may be an acceptable structural change or design of an exterior in one instance, may not be for another.

The following criteria represent in more specific terms the general standards that will be used in reviewing and evaluating such application for structural or design change.

1. **Validity of Concept**: The basic idea must be sound and appropriate to its surroundings.
2. **Design Compatibility**: The proposed improvements must be compatible with the architecturally characteristics of the applicant’s house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

3. **Location and Impact on Neighbors:** The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns include, but are not limited to access, view, sunlight, ventilation and drainage. For example, (a) fences may obstruct views, breezes or access to neighboring property; (b) decks or larger additions may cast unwanted shadows on an adjacent patio or property or infringe on a neighbor's privacy; (c) lighting (flood lights, lamp posts) may cast unreasonable light on to adjacent properties.
4. **Good Neighbor Policy:** When proposed alteration has possible impact on adjacent property, it is suggested that the applicant discuss the proposal with neighbors prior to making an application to the ARC. It may be appropriate in some cases to submit neighbor comments along with the application. Notification would not imply consent, but allow the ARC to consider comments along with the proposed alteration.

**The ARC may, at its own discretion, solicit comments from adjoining property owners regarding certain applications.**

5. **Color:** Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house such as roofs, siding and trim should be matching in color. Paint colors for shutters, entry doors and garage doors must be the same as the existing color or one approved by the ARC.
6. **Materials:** Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, horizontal siding on the original house should be reflected in an addition. On the other hand, an addition with siding may not be compatible with a brick house.
7. **Workmanship:** Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the community. Poor practices, besides causing the owner problems, can be visually objectionable to others or create safety hazards.

## **Article II – Architectural Review Committee Responsibilities**

### ***Section 2.01 Approval for Improvements Required***

**Generally, all exterior alterations require the approval of the Architectural Review Committee as stated in Article V, Section 2 of the Declaration of Covenants, Conditions and Restrictions:**

No building, wall, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, pier, or other structure shall be commenced, erected, altered, modified, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the ARC as outlined herein. No change shall be made in color, stain or painting of any structure or door thereof, balcony or deck thereunto attached, unless so approved.

This paragraph explicitly states that any change, permanent or temporary, to the exterior appearance of one's property be approved by the ARC. Further, once a plan is approved, it must be followed. Subsequent modifications require additional ARC approval.

Each application is reviewed on an individual basis. There are no "automatic" approvals, unless provided for specifically in these guidelines. For example, a homeowner who wishes to construct a deck identical to one already approved by the ARC is still required to submit an application. The one exception involves structures, such as decks, which are part of approved house plans and are shown on original site plans. These structures, if built to exact plan specifications, have already been approved by the ARC and therefore do not require an application.

### ***Section 2.02 Restoration in Event of Damage or Destruction***

In the event of damage to or destruction of any Improvement on privately owned sites, the owners shall submit to the ARC for approval (i) plans of restoration or replacement to its original condition, or (ii) plans to, cause the damaged/destroyed Improvements, to be demolished and the site to be suitably landscaped.

## **Article III – Procedures For ARC Approval**

### ***Section 3.01 General***

As indicated in the listing of specific types of improvements, there are some cases in which advance written approval of the ARC is not required if the guidelines with respect to that specific type of improvement are followed. In a few cases, as indicated in the listing, specific types of improvements are not permitted under any circumstances.

**IN ALL OTHER CASES, INCLUDING IMPROVEMENTS NOT INCLUDED IN THE LISTING, ADVANCE OR PRIOR WRITTEN APPROVAL BY THE arc IS REQUIRED BEFORE AN IMPROVEMENT TO PROPERTY IS COMMENCED. THIS SECTION OF THE RULES AND REGULATIONS EXPLAINS HOW SUCH APPROVAL CAN BE OBTAINED.**

### ***Section 3.02 Submission of Drawings and Plans***

Two copies of each drawing or plan should be submitted to the ARC. In addition, the homeowner is required to submit two copies of a Residential Improvement Request Form ("Request Form"). One copy of the drawing or plan and one copy of the Request Form will be returned to the homeowner after the ARC has acted, showing the ARC's decision. The other copies will be kept for the ARC's records. The Request Form shall be in that form set forth in EXHIBIT A attached hereto and incorporated herein by such reference.



### ***Section 3.03 Drawings or Plans***

The ARC requires all submittals to list the address of the property and name and address of the property owner. Submittal must be made prior to commencement of work on any Improvement to Property. The ARC **may** request the following: descriptions, surveys, plot plans, drainage plans, elevation drawings, constructions plans, specifications, and samples of materials and colors showing the nature, kind, shape, height, width and location of the proposed Improvement to Property. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman and a simple drawing and description will be sufficient. In the case of major Improvements, such as room additions, structural changes or accessory building construction, detailed plans and specifications prepared by a licensed architect may be required. Whether one prepared by the homeowner or done professionally, the following guidelines should be utilized in preparing drawings or plans:

1. The drawing or plan should be drawn to scale and should depict the property lines of the lot and the outside boundary lines of the home as located on the lot. If a copy of an improvement survey of the Property Owner's lot is available, this survey should be submitted, together with the Property Owner's drawing or plan.
2. Existing Improvements, in addition to the home, should be so shown on the drawing or plan and identified or labeled. Such existing improvements include driveways, walks, decks, trees, bushes, etc.
3. The proposed improvements should be shown on the plan and be labeled. Either on the plan or on an attachment, there should be a brief description of the proposed improvement, including the materials to be used and the colors. (Example: Redwood Deck, 10 feet by 12 feet with two inch by four inch decking. Natural stain.)
4. The drawing or plan and other materials should show the name of the property owner, the address of the home and a telephone number where the property owner can be reached.

### ***Section 3.04 Review Fee***

Article 5, Section 6 of the Declaration of Covenants allows the Board of Directors to establish filing fees to defray the expenses of the ARC, which fees shall be paid at the time of submission of such plans.

### ***Section 3.05 Action by ARC Committee***

The ARC will meet regularly to review all plans submitted for approval. The ARC may require submission of additional material and the ARC may postpone action until all required materials have been submitted. The ARC will contact the homeowner, by phone if possible, if the ARC feels additional materials are necessary, if it needs additional information or has any suggestions for change. Under Article 5, Section 6 of the Declaration of Covenants the ARC must act within forty-five (45) days after receipt of all materials required by the ARC unless time is extended by mutual agreement. As a courtesy, if the homeowner requests, he will be notified, by phone if possible, to be followed by a written notice, of the decision of the ARC within this time period. If notice has not been given after forty-five (45) days, the project will be deemed rejected.

### ***Section 3.06 Timeliness of Work***

Article 5, Section 8 of the Declaration of Covenants requires that, after approval, a proposed Improvement to Property is granted for a time period of one (1) year from the date of the approval letter. In the event construction does not commence within one (1) year from the approval date, the homeowner must resubmit plans.

Once construction has commenced for proposed Improvement to Property, work should be accomplished as promptly and diligently as possible in accordance with the approved plans and description. Under this provision, the work must be completed, in any event, within one (1) year.

Article 5, Section 10 of the Declaration of Covenants gives the ARC the right to enter and inspect the work being undertaken and the right to file a notice of noncompliance where warranted.

### ***Section 3.07 Rights of Appeal***

A homeowner may appeal to the Board of Directors in the event of adverse action by the ARC.

### ***Section 3.08 Questions***

Any questions about the ARC's procedures may be answered by contacting the ARC chairman.

### ***Section 3.09 Records***

Homeowners should retain copies of Improvement approvals and these records should be transferred to the new owners when property is sold.

## **Article IV – Covenant Clarifications**

### ***Section 4.01 General***

The Buckhead North Board has approved the following guidelines, which clarify certain restrictions set forth in the Declaration or address specific concerns of homeowners.

### ***Section 4.02 Basketball Backboards***

No permanent free standing or residence attached (including garage area) basketball backboards will be allowed. Temporary/rollout stands are permitted within the residence's property only. Portable hoops must be located at least twelve (12) feet from the neighboring property line, and hoops cannot be used between 9 pm and 8am.

**Free standing basketball hoops shall not be placed or used on public street or cul-de-sacs, or on any common area of the HOA.**

### ***Section 4.03 Other Play Equipment***

Other play equipment, including, but not limited to, trampolines, playhouses, and swing sets, is not recommended in an easement area of the property. The easement area is usually defined by a five (5) foot set back from side property line and a ten (10) foot set back from the rear property line. Play equipment should be placed in rear yards. Consideration should be given to lot size, material, design, amount of visual screening, and relationship to neighboring property.

- Equipment constructed from natural materials is encouraged.
- Painted metal play equipment, not including wearing surfaces (e.g. slides, sliding poles, and climbing rungs) should be painted dark green or dark brown to blend with natural areas.
- Tree houses are not permitted.
- Skateboard ramps are not permitted.
- Permanent playhouses are not permitted.

No application for ARC approval is needed.

### ***Section 4.04 Carports***

Not permitted.

### ***Section 4.05 Clothes Lines and Hangers***

No permanently constructed clothes lines are permitted.

### ***Section 4.06(a) Commercial Vehicle / Motor Homes / Recreational Vehicles / Trailers***

Commercial vehicles, motor homes, recreational vehicles, trailers, campers including pop-up types, boats, etc. are not to be kept on any lot or parked in a homeowner's driveway or on the street or road adjacent thereto for more than forty-eight (48) hours without a Conditional Parking Permit. Conditional Parking Permits shall be obtained from the Board and not be valid for a period longer than seven (7) days.

### ***Section 4.06(b) Vehicles – Abandoned/Inoperable***

1. No abandoned or inoperable vehicles of any kind shall be stored or parked within the Association boundaries except in garages, designated parking or storage areas (if any exist), or on such privately owned sites, except in the case of clear emergencies.
2. An abandoned or inoperable vehicle shall be defined as any automobile, truck, motorcycle, van, trailer, horse trailer, camper, recreation vehicle or vehicle for carrying passengers, goods or equipment, which has not been driven under its

own propulsion for seventy-two (72) hours or longer, or which does not have an operable propulsion system, or which does not bear current license from an appropriate agency.

3. If the Association determines that a vehicle is abandoned or inoperable, a written notice shall be delivered to the owner of the vehicle, if the owner can reasonably be determined. If the owner cannot be determined, the written notice will be placed on a conspicuous place on the vehicle.
4. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after notice is delivered or after placed on the vehicle, the Association shall have the right to request or carry out removal and storage of the vehicle at the sole expense of the owner. Any vehicle belonging to an owner who is ill or out of town on a short-term basis shall not be considered abandoned.

#### ***Section 4.06(c) Vehicles – Maintenance/Repair***

No extended vehicular maintenance and/or repair is permitted in open view. However, minor activities such as cleaning, washing, waxing, or similar activities may take place as long as they do not exceed a twenty-four (24) hour period. Any other types of owner-performed maintenance or repair must be conducted within the confines of the homeowners garage and secured from view. It is the owner's responsibility to make sure disposal of any debris or fluids is properly conducted.

#### ***Section 4.07 Flagpoles and Flags***

American Flags or Decorative Flags should be attached to the house in such a way that it does not produce a negative appearance for the house and neighborhood. The flag may not exceed three (3) feet by five (5) feet in size, and the flagpole may not exceed six (6) feet in length. All other types of flagpoles are prohibited.

#### ***Section 4.08(a) Family Home Child Care***

ARC notification is required prior to an application for Family Home Child Care license from the Office of Child Care, Georgia Department of Human Services, for either a) "Infant/Toddler" Home for no more than 4 children, or b) "Regular" home for 6 children plus 2 before and after school children. Large Home Child Care facilities are not allowed. Complaints regarding Family Home Child Care will be forwarded to the State for investigation. Family Home Child Care providers who do not conform to this policy and/or State mandates will be subject to Covenant enforcement.

#### ***Section 4.08(b) Other In-Home Businesses***

The Association is concerned about the impact of in-home business on the residential character of the neighborhood and on adjacent neighbors. Therefore, customer-oriented businesses are not allowed.

For non-customer-oriented businesses, the following special requirements must be met:

- Necessary permits/licenses obtained.

- Copy of permits/licenses on file with Association's office
- No sign or other advertising device of any nature shall be placed upon any lot.
- No exterior storage of business-related materials will be allowed.

***Section 4.09(a) Household Pets – Pet Control***

As stated in Article VI, Section 8 of the Declaration of Covenants, no animals, livestock or poultry of any kind shall be maintained on a Lot or in a Dwelling. Common household pets, such as dogs and cats, may be kept or maintained, provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance or annoyance to surrounding Lots or the neighborhood. The number of pets allowed is not to exceed five (5) in total.

Animals must be on a leash and under control when outside the owner's property. All deposits must be picked up. Barking dogs must be brought inside. Invisible fencing for dogs must be located a minimum of six (6) feet from adjacent property lines and ten (10) feet from walking paths.

***Section 4.09(b) Household Pets – Exotic Animal, Snake, Predator or Raptor***

In its consideration of whether the possession of an exotic animal, snake, predator or raptor by a homeowner within Buckhead North constitutes a violation of Article VI, Section 8 of the Declaration of Covenants, the Board shall review on a case by case basis whether the following requirements, hereby imposed, have been satisfied by the subject homeowner:

1. The owner must provide notice to the Board of the owner's desire to keep such animal as a pet.
2. The owner shall provide to the Association:
  - a. True and correct copies of licenses issued by all applicable regulatory agencies including but not necessarily limited to, the Georgia Division of Wildlife and the U.S. Department of Fish and Wildlife;
  - b. True and correct copies of all correspondence to/from such agencies relating to said licenses; and
  - c. A certification by the owner of his/her obligation to notify the Association within ten (10) days of any revocation, cancellation or other change in status of said licenses.
3. The owner must execute a Release of Liability, Hold Harmless and Indemnification Agreement for the benefit of the Association and its Board of Directors which agreement shall be provided by the Association; and
4. The owner must provide copies of his/her current homeowners insurance policy to the Association Board, which policy shall contain such minimum amounts of insurance as the Board deems appropriate, together with such other provisions of coverage which the Board deems appropriate in its sole discretion.

### ***Section 4.09(c) Household Pets – Doghouses and Dog Runs***

Doghouses will be approved if compatible with the applicant's house in terms of color and material. They should be located where visually unobtrusive to neighbors and the use of appropriate screening is encouraged, and may be required in some cases, in order to minimize any negative visual impacts.

Application should include:

1. A plot plan (plat, site plan or reasonable facsimile showing the location of the proposed unit, the existing house, property lines and easements.)
2. A description and drawing of the proposed doghouse showing all elevations (front, back and sides) with materials and colors indicated or supplied.
3. Proposed plantings, type and location for visual screening, as needed.

Dog runs are prohibited. A dog run is defined as small fenced areas within a rear yard for a dog requiring more security than is provided by the property line fence.

### ***Section 4.10 Security Lights and Other Exterior Lighting***

ARC approval is required for additional exterior lighting. Exterior lighting should be compatible in design and color with the residence and pointed in the general direction of the house. Light wattage may be no more than seventy-five (75) watts per bulb. Security lighting that come on only when the property is trespassed after dark are permitted, but only within the above stated parameters. Holiday lighting/decorating is encouraged, but removal within thirty (30) days of the respective holiday is required, weather permitting.

### ***Section 4.11 Landscape Lighting***

ARC approval is required for landscape lighting. This type of lighting should be included in any landscape plans submitted. Lighting for walkways generally should be directed to the ground. Accent lighting on trees or shrubs can be used, but must not shine into neighboring property or on their home. Twelve (12) volt lighting systems are recommended for landscape lighting. Variances to these guidelines or use of higher-wattage bulbs are deemed unacceptable. The ARC will take into consideration the visibility and style of the fixture and location on the home.

### ***Section 4.12 Electronic Insect Traps***

No device shall be installed or maintained in such a way as to cause discomfort to adjacent owners from noise and may only be operated during those times when the immediate area protected by the trap is occupied by the owner or his guests. Thus, as a general rule, if you own a "bug-zapper," it must be placed in the rear yard and must be turned off when the yard is not in use.

### ***Section 4.13 Barbeque Grills***

Permanent brick or cement barbeque grills should be placed in the rear yard and as far as practical from the adjacent property lines. Any use of a portable grill should be in accordance with County Fire Codes.

### ***Section 4.14 Gutters and Downspouts***

Gutters and downspouts must match existing color and design and must not adversely affect drainage on adjacent properties.

### ***Section 4.15 Maintenance***

In accordance with Article VI, Section 17 all property owners are expected to keep their Lot, yard and all improvements in good appearance. In extreme cases of disrepair, the ARC has the legal right to improve the condition and invoice the owner for this work.

Front yards should be maintained (mowed and fertilized/weed treatments) so as not to degrade the appearance of the neighborhood. Over-seeding or covering with sod should repair any bare areas which are dead. Weeds and crabgrass should be removed as much as possible, and insects or disease on trees, shrubs, and grass should be treated to prevent infestation of surrounding areas.

### ***Section 4.16 Trees and Shrubs***

Homeowners are responsible for maintaining the trees and shrubs which are planted in each Lot's front and rear lawns. This responsibility includes watering, fertilizing, pruning, and replacing trees and shrubs as required.

### ***Section 4.17 Tree Removal***

When people think of Buckhead North, they see trees. Please protect and preserve them.

1. Specific Details:
  - a. No live trees with a diameter greater than eight (8) inches may be removed without specific approval.
  - b. Removal of live trees will be approved if their continued existence would be detrimental. "Detrimental" conditions include physical intrusion by trees, roots, and branches on buildings or other structures in a way that could cause damage, excessive shade, or the trees block paths and sight lines of vehicles.
  - c. Trees damaged by storms or other disease may be removed after an evaluation by the Historic Tree Preservation finds that this is a necessary course of action. The homeowner must provide a written evaluation from the Historic Tree Preservation to the ARC before any action to remove the tree can be taken. Homeowners may reach the Historic Tree Preservation at (912) 351-0111.
2. Application should include::

- a. Identification of the tree(s) to be removed.
- b. The reason for removal.
- c. Written report from the Historic Tree Preservation.

#### ***Section 4.18 Exterior Decorative Objects***

Exterior decorative lawn objects such as birdbaths, small figurines, garden statues, etc., may be placed in the front yard of a residence, provided that the object is of a neutral color/material, and that the number of objects shall not exceed six (6) in number.

#### ***Section 4.19 Trash and Recycle Containers***

Trash and recycle containers shall not be permitted to remain in public view except on days of trash collection. Trash/recycle containers shall not be placed on the street for pickup prior to 5 p.m. on the evening prior to pickup nor left on the street after 8 p.m. on the day of pickup.

#### ***Section 4.20 Signs***

Business signs are not permitted anywhere except for temporary contractor signs at a Residence, which are permitted while work is being done. For Sale/For Rent signs are limited to one per residence. Yard sale signs should be attached to wood stakes and not attached to road signs. No signs are permitted at the entrances to Buckhead North except for special real estate promotional events (e.g. open house) on the day of the event only. All signs for events must be removed immediately after the event. Political signs are not permitted on common land.

#### ***Section 4.21 Fuel Tanks***

As stated in Article VI, Section 18, no fuel tank or similar storage receptacle may be exposed to view of a Lot. Fuel tanks or similar storage receptacles may be installed only within a Structure, within a screened area or buried underground, as approved by the ARC in its discretion. This provision shall not apply during construction of a Dwelling on a Lot.

#### ***Section 4.22 Mailboxes***

As stated in Article VI, Section 22, no mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot or on the right of way adjacent to a lot unless purchased from the Declarant or is an exact replica of a mailbox or receptacle designed by Declarant.

Appropriate mailbox posts may be purchased from Plantation Lumber and Hardware. They also have the paint color for the post on file.



## **Article V – Specific Types of Improvements / Guidelines**

### ***Section 5.01 General***

Below is a listing of restrictions, as well as a wide variety of specific types of Improvements which homeowners typically consider installing, with pertinent information as to each.

### ***Section 5.02 Conditioning Equipment/Evaporative Coolers***

The installation of window air conditioning equipment or evaporative coolers is not permitted.

### ***Section 5.03 Antenna***

Exterior radio antenna, television antenna or other antenna of any type are not permitted.

### ***Section 5.04 Antenna - Satellite Dish/Microwave***

Satellite dishes should be less than one (1) meter in diameter and installed so that view from streets are minimized. Placement at the side or rear and use of screening with plantings can accomplish this requirement. If a satellite dish must be placed in the front yard for quality reception, homeowners will be required to submit an application for approval with the ARC. Homeowners should include a plot plan showing the location of existing dwelling, the location of satellite dish and a diagram of existing and/or proposed landscaping.

### ***Section 5.05 Decks and Patios***

Decks and patios have a significant impact on the appearance of a house. They may also affect the privacy and right of enjoyment of adjacent residents. These two factors are weighed heavily in the review of requests for decks and patios.

#### **1. Specific Details:**

- a. Decks and patios are to be located in rear yards. When deck and patio schemes include other exterior changes, such as lights, landscaping, etc., other appropriate sections of these guidelines should be consulted before filing an application.
- b. The size of the deck/patio should be consistent with the scale of the house and yard.
- c. The configuration, detail and railing design of a deck should be of a simple design and constructed in a vertical plane, i.e. at a 90-degree angle.
- d. Decks must be constructed with rot-resistant materials.
- e. Plantings are recommended at post foundations and under low decks to screen structural elements and to soften the structure visually.
- f. Decks with sunrooms, screened porches, and other heavy superstructures must be visually tied to the ground and architecturally integrated with the house. Integration is a function of size, color, design detailing, height above ground and relationship to ground.

2. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the deck as it relates to the existing house and adjacent houses, property lines and easements.
  - b. Construction plans, including description of materials to be used, and details of railings, benches, doors, posts, stairs, steps, height of deck off ground, etc., as required to clearly describe proposal.
  - c. A drawing to scale or a picture of the house elevation showing the location of windows, doors, etc and the deck/patio.
  - d. Photographs of the existing condition of the house where the deck/patio will be constructed.

### ***Section 5.06 Drainage***

ARC approval is required for any change affecting drainage. Article VI, Section 15 of the Declaration of Covenants requires that there be no interference with the established drainage pattern over any property except as approved in writing by the ARC. The established drainage pattern means the drainage pattern as engineered and constructed by Developer/Builder prior to the individual homeowner. When installing landscaping, it is very important to insure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks, or driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern.

### ***Section 5.07 Driveways***

Extension or expansion of driveways requires ARC approval. Any approved driveway expansion shall not be intended to promote the storage of any vehicle off the existing driveway.

### ***Section 5.08 Expansion/Addition to Residence***

ARC approval is required. Expansion/addition to the residence will require submission of detailed construction plans and material specifications. Materials shall match the existing residence. The improvement must meet all Bryan County building codes, architectural guidelines, set backs and permitting requirements. Improvements shall be made in direct proportion and compatibility with existing structure. The Association recommends the expansion/addition be constructed by a licensed and bonded contractor.

### ***Section 5.09 Exterior Shutters***

ARC approval is required unless replacing existing shutters with like kind.

### ***Section 5.10 Fences***

The ARC must approve all fence additions constructed by the homeowner.

1. General Statement

- a. Fences and/or walls constructed by the Developer or Builder along or abutting property lines, arterial street, collector streets, and local streets may not be removed, replaced, painted a different color, or altered, including but not limited to, the addition of a gate, without approval of the ARC. If the fences and/or walls constructed by the Developer or Builder and located upon a homeowner's property are damaged or destroyed by the homeowner's actions, the homeowner shall repair or recondition the same at the homeowner's expense.
- b. Fencing can detract from the open character of property and may have both a visual and a physical impact on the adjoining property. Careful consideration must be given to the fencing concept and execution. Whenever possible, alternatives to hard fencing should be used.
- c. The ARC feels very strongly that neighbors should be consulted regarding proposed fences. In certain situations, approval of fencing which is at variance with Committee guidelines and/or past practice may be contingent upon input from adjacent property owners that they do not object to the specifics of the proposed fence and/or may stipulate additional landscaping to screen or visually soften the fence. Your neighbors will be called and a strong objection will result in disapproval, such consultation of adjacent property owners by the Committee will be on a strictly confidential basis.
- d. Fencing should only be used for restricting the movement of children or pets, and/or to increase the aesthetic appeal of the property. Privacy concerns should be addressed with landscaping, trees, and planting whenever possible. An open style fencing and construction from powder-coated aluminum or wrought iron is preferred.

2. Specific Details

- a. Corner posts should be constructed of the same material as the dwelling (i.e. brick, stucco) and have a width of not less than sixteen (16) inches or greater than twenty-four (24) inches.
- b. Generally, fencing higher than forty-eight (48) inches from the natural grade is discouraged. Approval of fences higher than forty-eight (48) inches from the natural grade may be contingent upon input from adjacent property owners that they do not object to the proposed fence and/or stipulate additional landscaping to mitigate a "stockade" appearance. Fences higher than sixty (60) inches shall not be approved.
- c. Fencing must be located no closer to the front of the property than a point on the property line even with the rear corners of the house. Ornamental fences and/or gates will not be permitted in front yards.
- d. Vinyl-coated wire mesh used to increase security as part of an "open" fence design must be placed on the inside of the fence and must be black or black-green in color.
- e. Fences should be located so that trees do not have to be removed.

3. Application should include:

- a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the proposed fence, the existing house, property lines and easements.
- b. A description and drawing of the fence design, including dimensions.
- c. A description of the materials to be used in construction and finishing.

A commercial design plan or photo of a similar existing fence is very helpful. Please include a photo, drawing or design plan that can be retained by the Committee as part of the application file until all construction and finishing work on the fence or enclosure is complete. If requested, the photo, drawing or design plan will be returned at that time.

### ***Section 5.11 Irrigation Systems***

Plans for irrigation systems should be submitted with landscaping plans for ARC approval.

### ***Section 5.12 Major Landscaping***

1. General Considerations
  - a. Approval by the ARC is required for major changes to landscaping, including removal of trees or structural additions or alterations (e.g. arbors, gazebos, patios, decks, planters, retaining walls, landscaping lights, walkways, etc).
  - b. Landscaping plans need not be submitted if the plantings number less than twenty (20) bushes/trees and are planted in a random pattern in the yard.
  - c. Xeriscaping is encouraged to reduce irrigation requirements.
2. Specific Details
  - a. Structural elements introduced into an open area must not be intrusive and must be appropriate to their surroundings.
  - b. Size, scale, color, and material are important criteria for acceptability.
  - c. See section on Tree Removal.
3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the plant material, existing buildings, structural elements, property lines and easements.
  - b. A schedule of plantings.
  - c. A description and drawing of the proposed structural elements showing all elevations (front, back and sides) with materials and colors indicated or supplied.

### ***Section 5.13 Painting/Staining/Exterior Color Changes***

1. General Considerations
  - a. The following specifications and guidelines apply not only to the siding of buildings, but also to doors, shutters, trim, windows, etc.
  - b. No request for approval is needed to re-use existing colors.
2. Specific Details

- a. Selected colors must be harmonious with the other colors used on the structure, e.g. roofing and brick, and must be harmonious with the other colors used in the neighborhood.
- 3. Application should include:
  - a. Sample color chips of proposed new colors.
  - b. A description of what is to be painted.
  - c. A description of the colors of houses on either side and directly across the street.

### ***Section 5.14 Pools***

- 1. General Considerations
  - a. ARC approval is required for any permanent swimming pool.
  - b. Above-ground pools are not permitted.
  - c. Small portable plastic pools with a maximum depth of two (2) feet for small children are permitted in rear yards.
- 2. Specific Details
  - a. It is the homeowner's responsibility to secure proper building permits/inspections and to ensure that plans confirm with local government and Bryan County guidelines.
- 3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing location of existing dwelling, property lines and easements, location and dimensions of proposed pool, location and height of fence if present or being added, and measurements between all of the above.
  - b. Photos of area/ photos showing area from frontage road.
  - c. In the event the pool is not otherwise screened from view, provide your plan for screening (e.g. planting of bushes, etc.)
  - d. All required permits from Bryan County.

### ***Section 5.15 Spas/Hot Tubs***

- 1. General Considerations
  - a. Spas/hot tubs should usually be located in the rear yard away from the adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property.
- 2. Specific Details
  - a. Spas/hot tubs should be an integral part of a deck, patio, or landscaping.
  - b. Mechanical equipment, pipes, and wiring should be concealed.
  - c. Spas/hot tubs should be screened from adjacent property.
  - d. The understructure of spas/hot tubs set into above ground decks must be screened.
- 3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the equipment, spas/hot tub as it relates to the existing house and adjacent houses, property lines and easements.
  - b. A catalogue clipping, description, color, material, and dimensions of the equipment.
  - c. A description and/or photo or drawing of the type screening to be used.

### ***Section 5.16 Storm Doors***

Not permitted.

### ***Section 5.17 Storage Buildings***

1. General Considerations
  - a. One permanent storage building per residence.
  - b. Temporary storage structures (such as the units with the trade name PODS) will be permitted on resident's property for no more than thirty (30) days with a written notification to the ARC. If an extension of time is necessary beyond the original thirty (30) days, another written request shall be submitted to the ARC for consideration. Request shall include purpose and anticipated removal date.
  - c. Units must be located in rear yards, as near as possible to the dwelling and out of view of the frontage road. Screening with evergreen plantings is desired to minimize neighboring views.
  - d. The ARC feels very strongly that neighbors should be consulted regarding proposed storage buildings. In certain situations, approval of a unit which is at variance with Committee guidelines and/or past practice may be contingent upon input from adjacent property owners that they do not object to the specifics of the proposed unit and/or may stipulate additional landscaping to screen or visually soften the unit.
  - e. No utilities, such as gas or electric, are permitted on or in the storage building.
2. Specific Considerations
  - a. Storage building structures should be constructed of like materials and colors to the dwelling. This includes, but is not necessarily limited to, roof and siding materials.
  - b. Storage building structures will be limited to a maximum of eighty (80) square feet of floor space and dimensions not exceeding eight (8) feet by ten (10) feet by eight (8) feet high.
3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the proposed unit, the existing house, property lines and easements.
  - b. A description and drawing of the proposed unit showing all elevations (front, back and sides) with materials and colors indicated or supplied.
  - c. Proposed plantings, type and location for visual screening, as needed.
  - d. Signatures of adjacent property owners to indicate they are aware of the proposal.

### ***Section 5.18 Roofs (Replacement/Repair)***

ARC approval is not required unless material is changed.

### ***Section 5.19 Solar Panels***

Not permitted.

### ***Section 5.20 Sun Control Devices***

1. General Considerations
  - a. Permanent sun control devices will be prohibited unless demonstrated to be clearly compatible with the architectural design and qualities of the home, or screened from the view of adjoining neighbors due to the proposed location of installation.
2. Specific Details
  - a. Device should be of plain design without decorative features, such as scallops, fringes, etc.
  - b. Solid colors, which are compatible with the color scheme of the house, should be used, rather than stripes or patterns.
  - c. The device should be consistent with the visual scale of the house to which attached.
  - d. Pipe frames or structural supports for canvas awnings (or similar material) should be painted to match the trim or dominate color of the house.
3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the proposed device, the existing house, property lines and easements.
  - b. A catalog clipping, description, color, material, and dimensions of the equipment.

### ***Section 5.21 Walls***

1. General Considerations
  - a. All wall installations require ARC approval, with the exception of those less than ten (10) inches tall for elevated garden beds.
2. Specific Details
  - a. The appropriate height of a retaining wall is determined by lot elevations and drainage considerations.
  - b. The design should include an adequate drainage plan. A wall of any size will collect water unless precautions are taken to divert ground water or runoff from collecting at its base.
  - c. The proposed wall should be located clear of lot lines and easements, with sufficient room for landscaping.
  - d. The material for the proposed wall should blend with the home and its surroundings.
3. Application should include:
  - a. A plot plan (plat, site plan or reasonable facsimile) showing the location of the proposed device, the existing house, property lines and easements.
  - b. A description and drawing of the proposed wall with materials and colors indicated or supplied.

## **Article VI – Covenant Enforcement Procedures**

### ***Section 6.01 Reporting Violations***

Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint to the Board of Directors.

### ***Section 6.02 Complaints***

- (a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

### ***Section 6.03 Investigation***

Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

### ***Section 6.04 Initial Warning Letter***

If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have seven (7) days from the date of the letter to come into compliance. Note: The time afforded to a violating homeowner to come into compliance may vary depending on the type and degree of the violation.

**Please note that failure of the HOA or ARC to enforce any provision, covenant, restriction, or rule and regulation shall in no event be deemed a waiver of the right to do so thereafter.**

### ***Section 6.05 Continued Violation After Initial Warning Letter***

If the alleged Violator does not come into compliance within seven (7) days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second and subsequent letters shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to



this Policy. The letter(s) shall further state that the alleged Violator will have seven (7) days from the date of the letter to come into compliance and is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within ten (10) days of the date on the violation letter. Note: The time afforded to a violating homeowner to come into compliance may vary depending on the type and degree of the violation.

#### ***Section 6.06 Notice of Hearing***

If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date.

#### ***Section 6.07 Hearing***

At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. The Board shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed five (5) days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

#### ***Section 6.08 Failure to Timely Request Hearing***

If the alleged Violator fails to request a hearing within ten (10) days of any letter, or fails to appear at any hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

#### ***Section 6.09 Notification of Decision***

The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within five (5) days of the hearing or if no hearing is requested, within five (5) days of the final decision.

### ***Section 6.10 Fine Schedule***

The following fine schedule has been adopted for all recurring covenant violations:

- First violation – Warning letter
- Second violation (of same covenant or rule) \$25.00
- Third and subsequent violations (of same covenant or rule) \$50.00
- Third and subsequent violations may be turned over to the Association's attorney to take appropriate legal action.

### ***Section 6.11 Continuous Violation***

Continuous violations are defined as violations of Owner obligations that are uninterrupted by time. Each day of noncompliance with such violations constitutes a separate violation. *For example: the failure to remove an unapproved exterior improvement or the continuous parking in a fire lane.*

If an Owner is determined as having a continuous violation, in accordance with the terms of this Policy, such Owner may be subject to a daily fine of up to \$25.00 per day, per covenant violation, if not corrected, following a notice and opportunity for a hearing as set forth above.

### ***Section 6.12 Waiver of Fines***

The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, By-Laws, or Rules.

### ***Section 6.13 Other Enforcement Means***

This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, By-Laws, Articles of Incorporation and Georgia law. The use of this process does not preclude the Association from using any other enforcement means.

### ***Section 6.14 Supplement to Law***

The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Georgia governing the Project.

### ***Section 6.15 Deviations***

The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

***Section 6.16 Amendment***

This policy may be amended from time to time by the Board of Directors.