

The Architectural Control Committee Design Standards

Effective August 15, 1999

Listed below are the newly adopted design standards for the Summerfield Community. These standards, along with the existing Bylaws, and Covenants, are designed to protect your investment in this community, as well as ensure your right to enjoy it. Some of the standards may seem harsh, but they are no different than those in neighboring communities. We encourage each homeowner to thoroughly read these Design Standards, as well as the Bylaws, and Covenants, for each homeowner shall be held responsible for the adherence to each of these documents. Violations can and will result in warnings and/or fines. Please help us to make this community one that is comfortable to live in!

1.01 **Application.** The standards set forth in this design standard shall pertain and apply to all lots and structures erected or placed thereon.

1.02 **Maintenance.** Each owner shall keep and maintain each lot and structure owned by him, as well as all landscaping located thereon, in good condition and in good repair. This shall include repairing and painting of all structures, (or other appropriate external care), the seeding, watering, mowing, and edging of all lawns, and the pruning and trimming of all trees, hedges, and shrubbery so as not to become a hazard to motorists or pedestrians, or become unsightly of unkempt in nature.

-The above shall be a Category 1 Infraction.

1.03 **Restriction of Use.** Lots may be used for single family residential purposes only.

-The above shall be a Category 2 Infraction.

1.04 **Resubdivision of Property.** No lot may be *split*, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC.

-The above shall be a Category 3 Infraction.

1.05 **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any lot without the prior written approval of the ACC. Any damages resulting from erosion or siltation problems shall be the responsibility of the homeowner.

-The above shall be a Category 2 Infraction.

1.06 **Landscaping and Miscellaneous Construction.** No construction or alteration, (physical or visual), of any structure shall take place without the prior written approval by the ACC of plans and specifications. This shall also apply to all permanent structures, such as fences, mailbox posts and

other such structures.

-The above shall be a Category 1 Infraction.

1.07 **Trees.** No living tree having a diameter of six (6) inches or more, (measured from a point two (2) feet above ground level), shall be removed from any lot unless such removal is in conformity with approved landscaping plans and specifications pursuant to the provisions of Sections 5.06, 6.05 and 6.06 of the Declaration of Covenants.

-The above shall be a Category 1 Infraction.

1.08 **Temporary Buildings.** No temporary building, trailer, garage or building under construction shall be used temporarily or permanently, as a residence on any lot, unless otherwise approved by the ACC.

-The above shall be a Category 2 Infraction.

1.09 **Signs.** No signs shall be installed, altered, or maintained on any lot, common area, or on any portion of any structure visible from the exterior thereof, without written approval from the ACC. The only exceptions to this section are signs required by law, For Sale signs, (consult the Covenants for specifications), and signs erected by the Development. Yard Sale signs must be removed immediately after the event is finished.

-The above shall be a Category 1 Infraction.

1.10 **Setbacks.** Any alteration to a lot or structure that interfere with the current setback must have the prior written approval from the ACC.

-The above shall be a Category 2 Infraction.

1.11 **Fences.** No fence or wall of any kind shall be erected, or altered on any lot without the prior written approval of the ACC. All fences shall be properly maintained and repaired as needed. Chain link fences are not allowed.

-The above shall be a Category 2 Infraction.

1.12 **Roads and Driveways.** No road or driveway shall be constructed or altered on any lot without the prior written approval of the ACC.

-The above shall be a Category 3 Infraction.

1.13 **Antennae.** No exterior television or radio antennae shall be placed, or maintained upon any structure, without prior written approval from the ACC, and in accordance with FCC or Government Regulations.

-The above shall be a Category 1 Infraction

1.14, **Clotheslines Garbage Cans.** No clotheslines shall be permitted. All equipment, garbage cans, and woodpiles shall be kept in the garage or an area screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

-The above shall be a Category 1 Infraction.

1.15 **Parking.** No vehicles of any type shall be permitted to park on the streets of the development on a daily or routine basis without the prior approval of the ACC. No car, truck or other vehicle shall impede or become a hazard to the flow of traffic. Homeowners shall be expected to park in their garage or driveway. No bus, truck, commercial vehicle over one (1) ton capacity, house trailer or trailer of any kind, mobile home, motor home, recreational vehicle, camper, boat or boat trailer exceeding twenty-four (24) feet in length, shall be permitted on any lot for more than six (6) hours. Vehicles needing to park overnight shall be permitted to park in the amenities area. The amenities area shall be limited to parking for forty-eight (48) hours, unless prior approval has been obtained by the ACC. No abandoned or inoperable car, truck, or other vehicle may be maintained on any lot.

-The above shall be a Category 1 Infraction.

1.16 **Recreational Equipment.** Recreational and playground equipment shall be placed or installed only upon the rear of a lot, unless otherwise approved by the ACC. No above ground pools shall be allowed.

-The above shall be a Category 1 Infraction.

1.17 **Waterfront Land.** On lots adjacent to a lake, creek, or other bodies of water, no refuse of any kind shall be placed on or disposed of into the waters which are to be kept clean and free of pollution. Any damages or fines incurred are the sole responsibility of the owner.

-The above shall be a Category 3 Infraction.

1.18 **Animals.** Animals shall be kept solely as household pets, and not for commercial purposes. No structure for the care, housing, or confinement of any animal shall be constructed, placed, or altered, without the prior written approval of the ACC.

The following will also be followed:

-All animals shall be in the control of their owner at all times, this means animals will be

on leashes, in accordance with The State of Georgia's Leash Law.

-No animal will be allowed to defecate in any lot or common property without being

cleaned up at the time of occurrence.

-No animal shall be allowed to become a noise nuisance.

-Chained or tied animals shall be restricted to the boundaries of the lot upon which it lives.

-Animals found to be out of the owners control shall be subject to impound by animal control.

-The above shall be a Category 1 Infraction.

1.19 **Solid Waste.** No person shall dump or maintain garbage, or any other form of solid waste on any lot or common property. No person shall burn garbage or other waste. No lumber, metals or other bulk materials shall be kept, stored, or allowed to accumulate on any lot unless screened or handled in a manner approved by the ACC.

-The above shall be a Category 1 Infraction.

1.20 **Nuisances.** No noxious or offensive activity shall be carried on upon any lot or common property, nor shall anything, be done thereon which may become an annoyance or nuisance to the community.

-The above shall be a Category 1 Infraction.

1.21 **Vandalism.** The destruction, theft, defacing, or altering of another's lot, dwelling, or common area shall be deemed as vandalism. The perpetrators of such acts shall incur the appropriate fines as specified by the Board, as well as the payment of damages, and criminal and/or civil actions as permitted by law.

-The above shall be a Category 3 Infraction.

1.22 **Overview.** These design standards derive their power from, and are backed by the Bylaws of the Summerfield Residents Association, and the Declaration of Covenants, Conditions and Restrictions for Summerfield. Rights of inspection of any lot or dwelling are spelled out in section 5.10 of the Covenants. Violations of these Design Standards shall be carried out as detailed in section 5.11 of the Covenants.

1.23 **Grandfather Clause.** Any projects that were completed before **July 21, 1999**, will not be subject to said standards, provided that any such project does not conflict with the overall appearance and standards of the community.

1.24 **Fines.** Fines shall be assessed as follows; Category

First Offense	Second	Third	Fourth	
1 Warning		\$50.00	\$100.00	\$200.00
2 Warning		\$100.00	\$200.00	\$400.00
3 Warning		\$200.00	\$400.00	\$800.00

Subsequent shall double for each offense within that category.

July 19, 1999

Summerfield Residents Association Policy on Fines and Penalties

The Board of Directors under the power given in Article VIII of the Declaration of Covenants, Conditions and Restrictions for Summerfield has established this Policy **on Fines and Penalties.**

There will be 3 categories of violations, each which will have a dollar amount assigned accordingly. **Each violation will be kept on a homeowners record for one year and will be cumulative.** The homeowner will be notified by **certified mail of each** violation and given at least 30 days to remedy the violation.

Category 1: 1st Offense- Warning, 2nd Offense- \$50, 3rd Offense- \$100, 4TH Offense- \$200

Category 2: 1st Offense- Warning, 2nd Offense- \$100, 3rd Offense- \$200, 4th Offense- \$400

Category 3: 1ST Offense- Warning, 2ND Offense- \$200, 3rd Offense- \$400, 4TH Offense- \$800

The ACC will report any violations to the Board and will suggest which Category the violation falls under. The final Category will be up to the Board to address and issue the letter of notification. The Board of Directors retains the right to change these categories as they see fit. The homeowner shall have the right to appeal the fine before the Board at a meeting held on the 15th of each month. The homeowner shall notify the Board of Directors in writing or by telephone if they intend to appeal the fine at least 5 days prior to the 15th.

July 19, 1999

Summerfield Residents Association Policy on Payment of Annual Assessment

The annual assessment for the Summerfield Residents Association will be payable in 2 payments. For example the payment for the year 2000 will be made in October of 1999 and February of 2000. Each member will be issued a tag for each household and will be required to have the tag available if using the facilities and if asked to present it. The tag will be good from March 1, 2000 to March 1, 2001.

The first payment will be mailed on or before October 1 and the homeowner will have until November 1 to make payment. After which a second notice will be sent out via certified letter as a reminder that the homeowner has not sent in their payment and will have until November 15 to make payment or they will be turned over to a collection agency.

The second payment will be mailed on or before February 1 and the homeowner will have until March 1 to make payment. After which a second notice will be sent out via certified letter as a reminder that the homeowner has not sent in their payment and will have until March 15 to make payment or they will be turned over to a collection agency.

Any homeowner who does not pay their assessments will have their membership suspended and will lose all rights to use association facilities and voting privileges and may be subject to 10% late fees and interest as stated in the

Bylaws of Summerfield Residents Association, Articles 1.04 and 3.2. Also as stated in the Declaration of Covenants, Conditions and Restrictions for Summerfield in Articles 3.05 and 4.07.