

Lawrenceville Southlawn

DESIGN GUIDELINES

August 2020

DESIGN GUIDELINES

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	GENERAL.....	1
	A. Architectural Character.....	1
	B. Drainage.....	3
	C. Storm Doors.....	4
	D. Landscape Requirements	4
	E. Concrete, Asphalt or Paver Additions	4
	F. Lawn Accessories	4
	G. Fences	6
	H. Yard Fences	6
	I. Privacy Screens.....	76
	J. Decks, Patios, Seat-Walls, and Shade Devices.....	7
	K. Ancillary Equipment.....	7
	L. Trash Containers and Trash Screens.....	7
	M. Signage.....	8
	N. Landscape Lighting.....	8
	O. Grills/Outdoor Fires.....	10
	P. Prohibited Structures.....	10
III.	ARCHITECTURAL REVIEW.....	11
	A. Applications	11
	B. Fees	12
	C. Building Permits	12
IV.	ENFORCEMENT OF THE GOVERNING DOCUMENTS.....	13
	A. Enforcement.....	13
	B. Self-Help Rights	13
	C. Fines.....	14
V.	CHANGES AND AMENDMENTS TO THE DESIGN GUIDELINES	14
VI.	AUTHORIZATIONS	14

Appendix A

Appendix B

Appendix C

I. INTRODUCTION

Lawrenceville Southlawn is designed to respect the visual character of its site, minimize environmental impacts and maximize water and energy conservation principles. In order to preserve and enhance these principles, these Design Guidelines are established to maintain certain standards by which the Community may grow and develop.

The Design Guidelines provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Design Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Design Guidelines have been adopted by NGI-Berbank, LLC, a Georgia limited liability company, as Declarant, pursuant to Section 9.2 of the Declaration of Covenants, Conditions, Restrictions and Easements for Lawrenceville Southlawn Residential (hereinafter, as may be amended and/or supplemented from time to time, the "Declaration"). The Design Guidelines will be enforced by the Board of Directors of **Lawrenceville Southlawn Residential Association, Inc.** ("Association") as outlined in the Declaration. The Architectural Review Committee (or ARC) shall be the Board of Directors or such other committee which the Board of Directors has established and empowered in writing to perform specific functions and make recommendations to the Board of Directors.

To the extent that the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lawrenceville South Lawn (hereinafter, as may be amended and/or supplemented from time to time, the "Master Declaration") or Legal Requirements requires a more restrictive standard than that found in these Design Guidelines or the Declaration, the Master Declaration and Legal Requirements shall prevail. To the extent that the Master Declaration or Legal Requirements are less restrictive than these Design Guidelines, and any standard contained therein, these Design Guidelines shall prevail.

Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, etc. shall be removed from the Unit and hauled to the proper waste sites. If the project causes damage to any other property, public or private, the owner is responsible for any necessary repairs.

Unless otherwise defined in these Design Guidelines, any capitalized terms used herein shall have the same meaning as set forth in the Declaration.

II. GENERAL

A. Architectural Character

1. The design of any and all additions, alterations, and renovations to the exterior of an existing residence on a Lot ("Home") shall strictly

conform to the design of the original Home in style, detailing, materials, and color. As provided in Section 9.1 of the Declaration, no exterior construction, modification, or addition of any improvements of any nature whatsoever, including but not limited to, a residence, exterior animal containment facility, outbuilding, garage, carport, playhouse or play equipment, outdoor furnishings and decorative items, fence, wall or swimming pool, shall be placed, erected, installed, or maintained upon any Unit, and no construction or modification shall take place except in strict compliance with the Declaration and these Design Guidelines and until complete final plans and specifications for the proposed construction, addition, and/or modification showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan have been submitted to and approved by the ARC.

2. Pursuant to the Declaration, the ARC may amend the Design Guidelines, which shall apply to all regulated work within the Community. Once requests have been submitted and approved by the ARC, and modification has commenced, any subsequent changes of the Design Guidelines shall not affect or delay the approved project. Any work that has commenced prior to the approval of the ARC not conforming to the Declaration will not constitute approval of the project. Notwithstanding anything to the contrary stated in these Design Guidelines, during the Development Period, any improvements or modifications made by Declarant or approved by Declarant shall not be subject to approval pursuant to these Design Guidelines or Article 9 of the Declaration.
3. The height of any addition to an existing Home shall not be higher than the original ridgeline. No alterations or improvements shall be approved if the proposed roof pitch varies from the original constructed pitch of the roof.
4. All materials used in maintenance, repair, additions and alterations shall match those used by the Approved Builder that constructed the Home as to color, composition, type, and method of attachment. The ARC may allow substitute materials if such materials are deemed by the ARC in its sole discretion to be compatible with the theme of the Community.
5. Window treatments must be backed in white or off-white including, but not limited to, shades, drapes or curtains. Blinds and/or shutters may be white, off white. Other colors of blinds/shutters (*e.g.*, brown stain) will be reviewed on a case by case basis and approval will be determined by the Board. In no event should bed sheets, paper, foil, or reflective materials be used on any windows for sunscreens, blinds, shades, or any other purpose. The use of paper, plastic, towels, or any other temporary covering will not be permitted.

6. Decorative components added to the exterior of the Home (*e.g.*, door ornaments, wreaths, potted plants, and porch decorations) shall conform to Community Wide Standard. The ARC reserves the right to limit the number of decorations.
7. No additions, alterations or renovations shall be permitted if it is determined to have an adverse material impact upon neighboring property and/or the Community. The size of any project shall be determined by the available space per Unit subject to any and all easements. The ARC reserves the right to limit the size and location of certain modifications.

B. Drainage

1. When any additions, alterations, or renovations are performed to an existing Home, the established Unit drainage shall not be altered.
2. Any Owner or Occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.
3. All roof drainage shall drain to the ground solely within the deeded Unit area and may not be discharged closer than five feet (5') of any neighboring property. Any project (including downspouts) that materially increases drainage of storm water onto adjacent property must receive the consent of the owner(s) of the affected property. Drain lines that direct roof drainage must be approved by the ARC and will comply with the following standards:
 - a. A drain line plan with pipe sizes, discharge locations, emitters, and existing drainage patterns must be submitted on a site plan of the property to the ARC for consideration.
 - b. No discharges of storm water may be closer than five feet (5') to any neighboring property.
 - c. Air gaps must be provided between downspouts and drain line extensions.
 - d. Drain line extensions may not discharge water directly perpendicular to a neighboring property or an existing drainage flow-line. Drain line alignments shall be set so that discharge water flows in the same basic direction as existing flow-lines on the Unit. Emitters, water disbursement, and/or erosion control measures must be provided to eliminate erosion of the soil on the Unit.

- e. Roof drain downspouts, or any surface runoff or groundwater shall never be connected directly or indirectly to any public sanitary sewer system.
- f. Gutters and downspouts shall match those originally installed in color and composition or otherwise approved by the ARC.

C. Storm Doors

- 1. All storm door additions must be full glass or full glass self-store. If installed on the front, these doors must match the color of the doorframe trim, the front door, or white. If installed on the back door, the door trim must match the color of the trim of the Home. If other than clear glass is desired, a photograph of the front of the Home may be required with the Application. Security doors are prohibited.

D. Landscape Requirements

- 1. Certain areas have been designated as Common Areas on the Plats and shall be maintained as described in the Declaration. No Owner or Occupant may mow, fertilize, apply pesticides to, maintain, alter or modify any exterior landscaped area except Approved Builders as provided in Section 12.4 of the Declaration.

E. Concrete, Asphalt or Paver Additions

- 1. No concrete, asphalt or pavers may be located in the driveway areas or installed on the Unit other than that which is initially included with the Home without written approval from the ARC. The ARC may, as determined in its sole discretion, permit pavers with a maximum width of eighteen inches (18”) on each side of the driveway from the garage to the sidewalk on the Unit.
- 2. Owners are responsible for all cleanup of their projects. All debris, sod, soil, etc. is to be removed and hauled to a proper waste site outside of the Community. It is prohibited to dump waste on the Common Areas.
- 3. If the project causes damage to the Owner’s Unit, another Unit, or Common Area, the Owner is responsible for any necessary repairs or restoration.

F. Lawn Accessories

- 1. Decorative components such as statues and artifacts shall be limited in height to four feet (4’) above the natural grade of the Unit. Statues and artifacts will be allowed in the front and rear yard of the Unit if they meet the following criteria:

- a. Seasonal statues, artifacts, lighting and other decorative landscaping items may be allowed in the front and rear yard within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the ARC, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
 - b. No plastic statuary and yard ornamentation are allowed. Plastic pots compatible with the overall architectural theme of the Home will be permitted.
 - c. No ornaments or statuary shall be attached to the Home unless otherwise approved by the ARC.
 - d. The ARC reserves the right to limit the number of statues and artifacts on the Unit.
 - e. The ARC reserves the right to require screening of statues and artifacts from neighboring Units or the street or deny the placement of any items above in the front yard.
2. Landscape architectural features shall include such items as benches, planters, yard lights, gas fire pits, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the ARC, which clearly show the location, size, and materials planned for these features. In addition, a photograph of the Home and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the rear yard of the Unit unless expressly permitted otherwise in writing by the ARC.
 3. There shall be no stand-alone flagpoles allowed on Units. One national flag, however, may be flown on an Owner's Unit as provided in Section 10.14 of the Declaration. The one flag displayed on the Owner's Unit, may be displayed by a bracket attached to the Home. The flag may be up to a size of twelve (12) feet and on a removable pole no longer than five feet (5'). Proper flag etiquette must be observed, and no flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the ARC. Any decorative signs or banners require the prior written approval of the ARC.
 4. Any screening of ground-mounted equipment (*e.g.*, the air conditioning unit) shall be of a material and color compatible with the design of the Home; ***however, in no event shall plastic sheeting be used for screening.*** All screens (*e.g.*, landscape structures, fences, or plant materials) shall be located a minimum of two feet (2') from the

equipment to allow for adequate air circulation around the equipment, however, it may not encroach or trespass onto neighboring property.

G. Fences

1. Owners will be responsible for cleaning, painting, maintaining and/or replacing any fence and/or other item approved by the Association pursuant to Section 12.3(b) of the Declaration. An Owner's failure to perform maintenance on such improvements may give the Association self-help rights in accordance with Section 18.9 of the Declaration.
2. The Association will continue to maintain the landscaping within a fenced-in area. If an Owner refuses access to the area enclosed by the fence, the gate is locked, or a pet is present at the time that maintenance is performed to the enclosed area by the Association its agents, the Owner shall be obligated to maintain the area in a manner consistent with the Community Wide Standard at the Owner's expense and the Owner shall not be entitled to a reduction in the liability for assessments due. In addition to the above, the Association will also be excused from performing exterior maintenance on a Townhome Unit for the entire length of the Home that spans the width of the fence (*e.g.*, maintenance on the Townhome Unit's exterior surfaces and gutters will not be performed by the Association, as the Association will not be able to use ladders within the fenced-in area to access such portions of the Townhome Units).

H. Yard Fences

1. Fences will be allowed only on Unit as illustrated in Appendix C. The Units listed in Appendix C are the only Unit allowed to have a fence.
2. Landscape plans which have the effect of creating a "living fence" outside the area eligible for walls or fencing, as described above, will not be approved.
3. Invisible fencing may be used for the restraint of pets in the rear yard. All wiring must be buried no less than six inches (6") inside the Unit's property lines. No alterations of the yard grade shall be permitted from the installation of such system. Neither Declarant nor the Association shall be responsible for repair to any system that is damaged by normal maintenance of the yard by the Association or their designee. Regardless of the method of restraint used, Owners are responsible for assuring that their pets do not run free. Owners are liable for any damage to persons or property caused by their pets.
4. All intended fences must receive written approval by the ARC before installation will be permitted.

I. Privacy Screens

1. The approved material for any privacy screen is wood. The privacy screen must be painted the same color as the trim of the Home.

J. Decks, Patios, Seat-Walls, and Shade Devices

1. Man-made screens and shade devices must appear as an integral part of the Home's elevation. Materials must complement the Home and the overall architectural style of the Community. Roof-mount installation is prohibited. Awnings or similar shading devices are permitted on the rear of the Home. Awnings and shade devices must be consistent in color and material with the Home and approved by the ARC. No advertising or logos are allowed on awnings.

K. Ancillary Equipment

1. All types of equipment shall be screened from street view and neighboring property. Screening shall be installed no less than one foot (1') above the equipment, or by plant material of adequate density to accomplish the same result; however, a screening structure or planting shall not exceed four feet (4') in height. With the exception of power vents for attic fans and approved lightning protection devices, roof-mounted and window-mounted equipment (including mechanical, air conditioning, and solar heating equipment) will not be allowed.
2. Satellite dish, antenna, or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic wave or radiation must comply with Section 10.13 of the Declaration and are expected to be installed on the rear half of the Home, under the eaves, (However, if this would put the satellite dish in view of Jackson Street, then rear half of the home under the eaves is NOT acceptable). The next preferred location is on the rear portion of the roof of the Home, such that the satellite dish is installed in a location where it is as screened as possible from the street and neighboring Units. If an Owner or Occupant cannot obtain an acceptable quality signal in the aforementioned locations, he or she must obtain a written statement from the installer verifying that there was no acceptable quality signal in these preferred locations. The statement shall be presented to the ARC, and the installation of the satellite dish will need to be rescheduled on another date that a Board member or Agent of the Board can meet with the installer. Any installation must be located solely on one Unit.

L. Trash Containers and Trash Screens

1. All trash containers shall be covered and stored in the Home's garage or on the side/rear portion of a Home screened from neighboring view or the street. Trash containers may be left out for collection not more than twelve (12) hours before such items are scheduled to be collected or removed from the curb. All receptacles shall be removed within twelve (12) hours of the time upon which rubbish, trash, and garbage was scheduled to be collected or removal from the curb.

M. Signage

The following will apply, unless otherwise restricted by the governing municipality:

1. One (1) "For Sale" sign will be permitted on any individual Unit within the Community. Such sign shall be located directly within the Unit being advertised "for sale." The overall height of the sign may not exceed two feet (2') by two feet (2') in size. The sign must be removed within two (2) business days following the closing of the sale of the Unit, or the termination of the listing agreement.
2. "No Soliciting" and security/alarm signage shall be limited to placards or stickers not to exceed six by eight inches (6" x 8") in size placed on the front door, door frame or window near the front door, or in the mulch bed nearest the front door of the Home.
3. No "For-Rent" sign or rental related sign of any kind shall be erected or displayed within the Community, including, without limitation, on a Unit or in the windows of a residential dwelling located on a Unit, without prior written approval of the ARC.
4. In accordance with the Declaration, no other signs are permitted on any Unit without the prior written consent of the ARC.
5. Notwithstanding the above, Declarant shall be allowed to install any sign(s) necessary for purposes connected with the development of the Community and/or as may otherwise be prescribed in the Declaration.

N. Landscape Lighting

Guidelines for low-voltage and decorative lighting are defined below:

1. Low-voltage lighting:
 - a. Low-voltage light fixtures may be used for low-level path lighting, up lighting, down lighting and landscape architectural accent lighting. Tree-mounted down lights shall be shielded from the street and neighbors' view.

- b. Low-voltage fixtures shall be located and aimed carefully. Low voltage fixtures shall not constitute a nuisance or hazard to any owner or neighboring resident.
 - c. A lighting layout plan for low-voltage fixtures shall be submitted to the ARC for review and approval. The plan shall show the existing landscaping and hard surface locations, proposed low-voltage fixture locations, and the manufacturer and light type.
 - d. Junction boxes shall be placed below grade or screened from view to minimize daytime visibility.
 - e. Low-voltage fixtures may not exceed thirty inches (30”) in height.
2. Decorative lighting:
- a. Exterior fence, building or deck-mounted light fixtures, including spotlights, floodlights, lantern lights and stair lights, shall conform to the architectural style of the Home. Light fixture enclosures shall be designed to conceal the light bulb. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or neighboring Occupant.
 - b. Spotlights and floodlights may be installed when attached to the soffit at the eave line at the corner of a Home, and on the rear only, unless otherwise approved by the ARC. Spotlights and floodlights must be installed and adjusted to point straight down, and they must remain in that position.
 - c. Decorative lighting fixtures may be incandescent, metal halide, mercury vapor, or high-pressure sodium or gas lamps. Colored lamps are not allowed. If gas lamps are installed, all gas line extensions and installations must adhere to local building codes.
 - d. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
 - e. Post-mounted light fixtures. are prohibited.
 - f. Seasonal lighting is permitted for illumination thirty (30) days prior to and ten (10) days after the holiday season. Seasonal lights may be installed between November 15th and January 15th, however, they may only be illuminated as prescribed above. Should extreme weather conditions become a factor in the removal of seasonal lights, it shall be in the sole discretion

of the ARC to grant an extension of the allowable time period for their removal. Extension cords shall never be located on public sidewalks or any Common Areas.

- g. Non-seasonal lighting attached to the Home or any other structure or fence is prohibited.

O. Grills/Outdoor Fires

1. Built-in and portable grill units shall be for cooking only and must be located within the rear yard of the Unit. All built-in grills must be designed as an integral part of the Home. Their location must be carefully planned to minimize smoke and/or odors from affecting neighboring properties. All built-in grills must be located at least four feet (4') from any wall of the Home. Grills may utilize natural gas, propane or charcoal. No built-in grills/fireplace shall be installed without the prior approval of the ARC.

Outdoor fires utilizing fire pits or chimneys are not permitted.

P. Prohibited Structures

1. Pursuant to the Declaration and/or these Design Guidelines, the following structures shall be prohibited from use and/or installation:
 - Stand-alone flagpoles;
 - Storage buildings or sheds;
 - Clotheslines or clothes poles;
 - Detached garages;
 - Permanent tents;
 - Canvas-material gazebos/tents (unless used for a special occasion approved by the ARC);
 - Aboveground swimming pools and spas;
 - Bird or squirrel houses exceeding the height of the roof eave on the Home;
 - Artificial vegetation;
 - Accessory buildings, including gazebos, greenhouses and guesthouses; and
 - Pet houses.
 - Pools and Spas
 - Basketball goals
 - Swing sets
 - Post mounted lighting
 - Decorative non-seasonal lighting
 - Decorative rock material as ground cover
 - Fire pits or chimneys

2. All intended structures must receive prior written approval from the ARC before installation will be permitted.
3. Notwithstanding the above, Declarant shall be allowed to install any structure(s) necessary for purposes connected with the development of the Community and/or as prescribed in the Declaration.

III. ARCHITECTURAL REVIEW

The architectural review process has been established to maintain the integrity of the architectural and design character of the Community. To this end, the ARC will review all proposed additions, improvements or alterations on Homes for conformity with the Design Guidelines. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the ARC to make recommendations to the Board of Directors.

All Owners are required to submit plans to, and receive written approval from, the ARC prior to: (1) performing additions, alterations, or modifications to existing Homes; (2) changing any exterior paint colors to the Home, a fence, or other ancillary structure; (3) landscaping changes; (4) installing a swimming pool, spas or fence; (5) any concrete work or installation of other ancillary equipment or signage; or (6) making any other Unit improvements that not listed in these Design Guidelines or deviate from these Design Guidelines. Moreover, it shall be the responsibility of all Owners to comply with the standards and guidelines in these Design Guidelines, as well as the requirements contained in the Declaration.

A. Applications

1. All Owners shall submit the Application Form, as provided upon request from the ARC and/or the Community's management company, showing the plans for the proposed improvements as follows:
 - a. For any changes or additions to a Home, the Owner shall submit a copy of the site plan for his or her Home, as well as a copy of the floor plan showing the proposed changes or additions. On such plans, the Owner shall also draw and/or indicated the proposed impact to the Home's exterior elevation. If the Owner has a photograph or other depiction of another house, it should be submitted along with the Application as it may assist the review process. The Application should also contain a description of the materials the Owner intends to use in the proposed changes or additions.
 - b. If the change or addition affects the roof or roofline of the Home, a roof plan should also be submitted. A building cross-sectional may also be requested depending on the complexity of the change/addition.

- c. All Owners are hereby advised that the governing municipality may require permits, depending on the proposed change or addition. It is the Owner's responsibility to comply with all the necessary permit requirements. The Owner shall also provide the ARC with copies of any such permits if requested.
 - d. Prior to requesting a permit from the governing municipality, the Owner should obtain approval of any proposed change or addition from the ARC.
 - e. Any permit or approval granted by the governing municipality, however, shall not bind the ARC with respect to approval or denial of any Owner's proposed change or addition; the ARC shall be fully independent and will have full authority for approval or denial of any such matters.
- 2. The ARC shall review such Applications without a hearing and based solely on the information contained within each Application. Every effort shall be made to respond to the Owner within forty five (45) days. The decision from the ARC shall be final on all reviews.
 - 3. Upon completion of review by the ARC, one (1) set of plans shall be returned to the Owner accompanied by a letter indicating the decision from the ARC and shall be rendered in one of the following three forms:
 - a. **Approved.** Approved means the entire Application submitted is approved in total.
 - b. **Conditionally Approved.** Conditionally Approved means the Application as submitted is denied; however, if the Owner fulfills the conditions provided by the ARC it will be approved. In other words, an Owner may proceed with the work, but he or she must comply with any and all conditions/notations on the returned Application by the ARC.
 - c. **Not Approved.** Not Approved means the entire Application submitted is not approved and no work may be commenced by the Owner.

B. Fees

Review of Applications may be subject to a fee payable to the Association to cover the costs of review by the ARC.

C. Building Permits

If the plans submitted by an Owner require a building permit, the approval by the ARC is not a guarantee that such plans will also be approved by the governing municipality. In addition, if the governing municipality requires a modification to such plans, such modifications must also be approved by the ARC for the Owner to remain in compliance with these Design Guidelines.

IV. ENFORCEMENT OF THE GOVERNING DOCUMENTS

The Declaration contains the scope of authority for the Association to review and determine alleged covenant violations by Owners and Occupants, and it also prescribes certain remedies for those violations. The Association, acting through its Board of Directors, may execute any and all of the enforcement remedies provided for in the Declaration and by Georgia law.

A. Enforcement

Any construction, alteration, or other work done in violation of these Design Guidelines or the Declaration shall be deemed to be non-conforming. Upon written request from the Board or ARC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the Unit to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the Unit, remove the violation, and restore the Unit to substantially the same condition as existed prior to the construction, alteration or other work. All costs, fines, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

B. Self-Help Rights

1. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of these Design Guidelines, the Bylaws, or the Declaration by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both with the obligation to comply with the procedures set forth in this Paragraph (1) and in Paragraph (2) below. In any such suit at law or in equity, to the maximum extent permissible, if the association prevails, the violating Owner (Violator) shall pay all costs including reasonable attorneys fees actually incurred.
2. If self-help is going to be undertaken, the Association, or duly authorized agent, shall send the Violator a written notice that describes the violation in the Violator's obligation under these Design Guidelines and the Declaration in reasonable detail and request that the Violator thereafter diligently commence and continue the actions necessary to cure such violation within 30 days of receipt of the written notice ("Notice to Cure"); provided however that (i) in the case of an emergency involving

either eminent danger of personal injury or imminent danger of material damage to property or the interruption of utility services or other critical services, there shall be no cure period, and (ii) except in the case of such an emergency, if the nature of the failure is such that it is not subject to cure or remedy solely by the payment of money and if the Violator has commenced appropriate curative action prior to the expiration of the cure period and thereafter his diligently pursue the completion of such cure and is continuing to do so than the cure period shall be extended for such additional period of time, but not more than sixty (60) days, as shall be required to cure such failure with appropriate, diligent and continuous action. If the Violator does not comply with such Notice to Cure, the Association, or duly authorized agent, shall have the right, but not the obligation, to perform such work as necessary to cure such violation.

C. Fines

After 30 days from the date of receipt of the written Notice to Cure, if the Violator does not “CURE” the issue, the Board can impose a daily fine up to \$25 a day to be imposed as a Specific Assessment, or the Board can exercise section self- help as provided in Section 18.9 of the Declaration and pay to remedy the issue and then charge the Owner for any and all costs associated as a Specific Assessment.

V. CHANGES AND AMENDMENTS TO THE DESIGN GUIDELINES

These Design Guidelines may be amended unilaterally by the ARC without a vote of the owners. All amendments shall become effective upon adoption by the ARC and distribution to the Owners. Any amendments to the Design Guidelines adopted from time to time by the ARC shall apply to construction and modifications approved after the date of such amendment only, and shall not apply to plans or specifications previously approved or require modifications to or removal of structures previously approved by the Architectural Review Committee.

VI. AUTHORIZATIONS

These Design Guidelines are hereby adopted by the Declarant. These Design Guidelines may be amended and/or supplemented from time to time by the ARC. The ARC, whether expressly or implicitly noted herein, may review all Applications on a case by case basis and, as determined in its sole discretion, grant or deny a proposed request. Notwithstanding anything to the contrary contained herein, the ARC shall also be authorized to grant individual variances from any of the provisions of these Design Guidelines if it determines that the waiver in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, or aesthetic or environmental considerations, and it would not be inconsistent with the overall architectural or design scheme within the Community.

Appendix A

APPROVED INERT MATERIALS

Approved inert materials shall include those described below and other materials as may be approved by the ARC, from time to time. Determination of whether a material is acceptable for inclusion in any specific situation shall be made by the ARC and shall be in writing. Currently approved materials are as follows:

MULCH/BARK/PINE STRAW

Brown or black hardwood shredded mulch/bark and pine straw may be approved as inert ground cover and used in beds. Stone mulch is not permitted.

DECORATIVE ROCK MATERIAL

Decorative rock shall not be permitted as ground cover.

Appendix B

PRIVACY SCREENS

ONLY PERMANENT WOODEN PRIVACY SCREENS INSTALLED BY BUILDER ARE PERMITTED HOWEVER CANVAS OR CLOTH SHADE OR SCREENING DEVICES ARE PERMITTED ON REAR PATIOS.

Appendix C

Approved on Units 32, 38 and 39 only

APPROVED FENCE DETAILS

