

**BYLAWS  
FOR THE  
PLEASANT RIDGE SUBDIVISION**

**Article I  
Name, Membership, and Definitions**

**Section 1. Name.** The name of the Association shall be the Pleasant Ridge Homeowners Association, Inc. (the “Association”).

**Section 2. Membership.** The Association shall have one (1) class of membership, as is more fully set forth in the Declaration of Protective Covenants for the Association (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the “Declaration”), the terms of which pertaining to membership are specifically incorporated by reference herein.

**Section 3. Definitions.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**Article II  
Association: meetings, Quorum, Voting, Proxies**

**Section 1. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

**Section 2. First Meeting and Annual Meetings.** An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association’s fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

**Section 3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary of the Association to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she will have designated by notice in writing to the Secretary of the Association such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

**Section 5. Waiver of Notice.** Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

**Section 6. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 7. Voting.** The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

**Section 8. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

**Section 9. Quorum.** The presence, in person or by proxy, of ten percent (10%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Should the Declaration set forth a different standard with respect to a vote or voting, the Declaration shall govern.

**Section 10. Action without a Formal Meeting.** Any action to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if one or more consents, in writing, setting forth the action so taken shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by Declarant, if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

**Section 11. Action by Written Ballot.** Any action to be take at any annual, regular, or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum

requirements; state the percentage of approvals necessary to approve each matter (other than election of directors); and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary of the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

### **Article III**

#### **Board of Directors: Numbers, Powers, Meetings**

##### **A. Composition and Selection.**

**Section 1. Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

**Section 2. Number of Directors.** The Board shall initially consist of five (5) members; provided, however, the Board may, at any time after the meeting at which the Owners elect directors pursuant to Article III, Section 4(a) of these Bylaws, increase the number of Board members to seven (7).

**Section 3. Nomination of Directors.** Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

**Section 4. Election and Term of Office.** Owner-elected directors shall be elected and hold office as follows:

- (a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.
- (b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, the initially elected directors shall serve the remainder of their terms.

The term of three (3) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

**Section 5. Removal of Directors.** At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been

proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

**B. Meetings.**

**Section 7. Organizational Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**Section 8. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

**Section 9. Special Meetings.** Special meetings of the Board of Directors shall be held when requested by the President, Vice President, or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

**Section 10. Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**Section 11. Quorum of Board of Directors.** At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any

action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 12. Compensation.** No director shall receive any compensation from the Association for acting as such unless approved by a majority of the total Association vote.

**Section 13. Open Meetings.** All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

**Section 14. Executive Session.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 15. Action without a Formal Meeting.** Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the directors.

**Section 16. Telephonic Participation.** One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

**C. Powers and Duties.**

**Section 17. Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collection such assessments, and establishing the period of the installment payments of the assessments.
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association.
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and
- (l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

**Section 18. Management Agent.** The Board of directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

**Section 20. Assessment Penalty Procedure.** The Board shall not impose a penalty (a Late charge shall not constitute a penalty) unless and until the following procedure is followed:

- (a) The governing body enforcing covenant violations will, upon learning of violation, mail an initial Notice Of Violation letter to the violating resident specifying the alleged violation, detailing the action required to abate the violation, and warning of possible sanctions, including penalties. Notice may be given via regular U.S. mail and/or hand delivery.
- (b) The violator must be given time, not less than ten (10) days from the time of mailing and/or hand delivery, during which the violation may be abated without further sanction. The Board or its designee may demand immediate abatement in such circumstances, which, in the Board's determination, pose a danger to safety and/or property.
- (c) If the violation is not corrected, a Final Notice shall be mailed to the alleged violator. Again, the violator must be given time, not less than ten (10) days, during which the violation may be abated without further sanction.
- (d) At the expiration of this time, if the violation is not corrected, the violator shall be penalized on a per day basis. The initial per day basis

shall be set at \$25 per day. A vote by a majority of a quorum at a regularly scheduled meeting must be needed in order to raise the per day basis. At no time shall a vote increase the per day charge by more than double its amount at the time of voting.

- (e) Once the violator has incurred penalties totaling twelve times the per day dollar value, action must be taken by the governing body, its agent(s), or assignees to correct the violation.
- (f) Action can include, but is not limited to, lien filing, court action, and/or suspension of common area access.
- (g) Any penalties, which are not paid when due, shall be delinquent. If the penalty is not paid within thirty (30) days after the due date, the penalty shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The penalty, together with interest, cost, and a reasonable attorney fee, shall be a charge on the violating owners land and shall be a continuing lien upon the property against which each such penalty is levied.
- (h) The Association may bring an action at law against the Owner to collect and enforce the penalty; including interest, costs, and a reasonable attorney's fees.

#### **Article IV** **Officers**

**Section 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

**Section 2. Election, Term of Office, and Vacancies.** Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of directors for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

**Section 4. President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the laws of the State of Mississippi.

**Section 5. Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the

board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Mississippi law.

**Section 7. Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of directors.

**Section 8. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **Article V** **Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

#### **Article VI** **Miscellaneous**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

**Section 2. Parliamentary Rules.** Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings when not in conflict with Mississippi law, the Articles of Incorporation of the Association, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

**Section 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Mississippi law, the Articles of Incorporation of the Association, the Declaration, and these Bylaws, the provisions of Mississippi law, the Declaration, the Articles of Incorporation of the Association, and the Bylaws (in that order) shall prevail.

**Section 4. Amendment.** The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these Bylaws; provided, however, that the U.S. Department of Veterans Affairs ("VA")( if it is then guaranteeing any Mortgage in the Community as determined by telephone inquiry to VA) and/or the U.S. Department of Housing and Urban Development ("HUD")(if it is then insuring any Mortgage in the Community as determined by consulting the current list of approved subdivisions regularly published by HUD and furnished to Mortgage companies) shall have the right to veto material amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

**Section 5. Annual Garage Sale.** The Association shall only allow residents to hold a garage sale, weather permitting, on the first Saturday of May, and on the first Saturday in October. Should the weather be unsuitable for a sale, the preceding Saturday shall be designated as the sale day. Should the weather continue to be unsuitable, the process will repeat until a suitable day is achieved for the Saturday sale.

Should conflict arise, the Board shall have the final say as to whether or not the weather is suitable for a sale.

## DESIGN GUIDELINES

### Table of Contents

#### **\*APPLICATION INFORMATION**

#### **\*COVENANT ENFORCEMENT PROCEDURE**

#### **\*COMMUNITY ASSOCIATION GUIDELINES**

Guideline No. 1.	Patios and Walkways
Guideline No. 2.	Exterior Decorative Objects, Front Porch Flowers, Lighting, Etc.
Guideline No. 3.	Garden Plots
Guideline No. 4.	Play Equipment, Play House & Tree Houses.
Guideline No. 5.	Basketball Goals
Guideline No. 6.	Private Pools
Guideline No. 7.	Fences
Guideline No. 8.	Exterior Landscaping & Maintenance
Guideline No. 9.	Firewood
Guideline No. 10.	Decks
Guideline No. 11.	Exterior Building Alterations
Guideline No. 12.	Vehicles & Parking
Guideline No. 13.	Docks
Guideline No. 14.	Satellite Dishes

#### **\*REQUEST FOR MODIFICATION REVIEW FORM**

### APPLICATION INFORMATION

1. The following exterior modifications, and only these modifications, do not require a Request for Architectural Change ("Form") to be submitted if certain conditions are met:

- Patios (Guideline 1)
- Exterior Lighting and flag Poles (Guideline 2)
- Garden Plots (Guideline 3)
- Play Equipment (Guideline 4)
- Basketball Goals (Guideline 5)
- Children's Wading Pools (Guideline 6)
- Ornamental Trees and Shrubbery (Guideline 8)
- Repainting with same color (Guideline 12)

2. A complete Form must be submitted through the Architectural Review Committee for all other types of modifications. **The verbal approval of any sales agent and/or association representative is not sufficient. All modification approvals must be in writing.** When plans are required, they must be submitted with the Form. A Form is attached to these guidelines. Additional Forms are available from the Board of Directors.

3. Owners generally receive a response to their request within ten days after the meeting at which the request is considered by the Architectural Review Committee.

### **COVENANT ENFORCEMENT PROCEDURES**

1. Apparent covenant violations - as reported by any source - must be submitted in writing to the Covenants Committee to be referred for appropriate action.

2. If a violation cannot be resolved by the Covenants Committee, the committee will refer the matter to the Board of Directors who will send a letter requesting compliance and/or submissions for approval.

3. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include (i) suspension of the right to vote; (ii) suspension of the right to use the recreational facilities, or (iii) recordation of notice of covenant violation with the appropriate court; (iv) imposition of a fine on a per violation and/or per day basis; (v) commencement of legal procedures; (vi) correction of the violation by the association with all costs charged to the violator; and/or (vii) filing a lien for all fines and costs to correct the violation.

#### **GUIDELINE NO. 1**

##### **Patios and Walkways**

1. Submission of a form for a patio is not required if:

(i) The patio does not extend beyond the sidelines of the house and does not extend to within 10 feet of side property lines; and

(ii) The patio does not exceed 6 inches above ground level at any point.

2. Submission of a Form for a walkway is not required if the walkway is located in the rear yard and:

(i) The walkway does not extend beyond the sidelines of the house and does not extend within 10 feet of the side property lines; and

(ii) The walkway does not exceed 4 inches above ground level at any point.

3. A Form must be submitted for patio covers, trellises, permanent seating, railing, and other items not enumerated above.

## GUIDELINE NO. 2

### Exterior Decorative Objects, Front Porch Flower Pots, Lighting, Etc.

1. A Form must be submitted for all exterior decorative objects, both natural and man-made. Exterior decorative objects include items such as bird baths, wagon wheels, sculptures, fountains, pools, antennas, flower pots, free-standing poles of all types, flag poles, and items attached to approved structures.
2. Except as provided below, a Form must be submitted for all exterior lights or lighting fixtures not included as a part of the original structures. A Form is not required if lights met the following criteria:
  - (i) Lighting does not exceed 12" in height;
  - (ii) The number of lights does not exceed 10; and
  - (iii) All lights must not exceed 100 watts, are white or clear, non-glare type and located to cause minimal visual impact on adjacent properties and streets
3. A form is not required to be submitted for a single flag pole staff attached to the front portion of a house.
4. Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy. Neatly maintained front porch flower pots (maximum of 4) that match exterior color containing evergreens/flowers do not require submission of a Form.
5. Objects will be evaluated on criteria such as sitting, proportion, color, and appropriateness to surrounding environment.

## GUIDELINE NO. 3

### Garden Plots

1. A Form must be submitted for garden plots unless all of the following conditions are met:
  - i. The plot is located behind rear line of house.
  - ii. The size of the plot is limited to 150 square feet or  $\frac{1}{4}$  of the rear lot, whichever is smaller; and
  - iii. The maximum height of plants is less than 4 feet.

2. All garden plots must be located behind the rear line of the house with the exception of cluster houses, houses set on lots at angles and houses on corner lots. These will be considered on an individual basis when a Form is submitted.

#### GUIDELINE NO. 4

##### Play Equipment, Play Houses, and Tree Houses

1. Except for lots adjacent to a lake, the Form is not required to be submitted for play equipment if the play equipment is located: (i) within the extended sidelines of house (ii) in the rear yard; (iii) within the screened fenced area of the rear of the house, if yard is fenced; and (iv) such that it will have a minimum visual impact on adjacent properties.
2. Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) will generally be required to be painted to blend into the surrounding environment (earthtone colors comparable to dark green or brown).
3. A baseball backstop or similar item is not play equipment and must comply with the fence guidelines.

##### Play Houses

1. A form must be submitted for all play houses and tree houses.
2. Play houses and tree houses must be located where they will have a minimum visual impact on adjacent properties. In most cases, material used **must** match existing materials of the home and the tree house/play house may not be larger than 100 square feet.

#### GUIDELINE NO. 5

##### Basketball Goals

1. A Form is not required to be submitted if **all** of the following requirements are met; (i) goal backboard is perpendicular to primary street; (ii) backboard is white, beige, clear, or light gray; (iii) post is painted black; and (iv) written approval of any neighbor who may be impacted by play is obtained.
2. If free-standing or portable, one rectangular backboard guideline surrounding the hoop is permissible.

#### GUIDELINE NO. 6

##### Private Pools

1. A Form is not required to be submitted for children's portable wading pools (those that can be emptied at night) that do not exceed 18 inches in depth and whose surface area does not exceed 36 square feet.
2. Above-ground pools are prohibited.

3. A Form must be submitted for all in-ground pools.
  - (i) Appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the house. Some terracing may be acceptable.
  - (ii) Preferred privacy fencing for lots with pools or spas should be consistent with the attached privacy fence exhibit.
  - (iii) Glaring light sources that can be seen from neighboring lots may not be used.
  - (iv) Landscaping enhancement of the pool area and screening with landscaping is required.
4. A Form must be submitted for exterior hot tub and must be screened from adjacent properties and streets.

#### GUIDELINE NO. 7

##### Fences

1. A Form must be submitted for all fencing.
2. Chain link fences are prohibited.
3. All Forms must include the following information:
  - (i) Picture or drawing of fence type. Fence type should generally be Privacy, Split Rail or Picket designs.
  - (ii) Dimensions – The maximum height may not exceed 6 feet. The maximum span between posts shall be 10 feet. The minimum post size shall be 4 X 4 inches and must have 2 X 8 inch rails or three 2 X 6 inch rails per section.
  - (iii) Color – The fence must be natural (weather sealed) or appropriately stained.
  - (iv) Site Plan – A site plan denoting the location of the fence must accompany the Form. Fences shall not be located closer to any street than the rear edge of the home. However, on corner lots, the fence shall not be closer to any side street than the building line of lot.
  - (v) Crossbeam – Crossbeam structure shall not be visible from any street (must face inside toward yard).
4. A Form must be submitted for all dog runs. Dog runs must meet all fence guidelines.
5. If other fencing exists on the property, fencing for dogs must be of the same type.

## GUIDELINE NO. 8

### Exterior Landscaping and Maintenance

1. A Form is not required to be submitted for ornamental trees and shrubbery. However, a Form must be submitted for screen planting (row or cluster style) and property line plantings.
2. Each owner is responsible for removal of debris, clippings, etc. from the property line to the center of the street. All planting areas should be properly maintained at all times, and, after the first frost, all affected material should be removed. At the end of the growing season, all dead plants should be removed. It is suggested that the bare earth be covered with straw, mulch or similar cover to prevent soil erosion.
3. Forms must include a description of the types and sizes of trees or shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.
4. Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. The amount and character of landscaping must conform to the precedent set in the surrounding community.
5. All mulched landscape beds must be covered with natural pinestraw, mulch, or wood shavings.
6. The preferred landscape bed edging is a neat 4"-6" deep trench. Other edging, if used, must be flush with the ground and be of a uniform type.
7. Each owner shall keep his lot and all improvements thereon in good order and repair including, but not limited to, seeding, watering, mowing, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and improvements. This should be done in a manner and with such frequency as is consistent with good property management and the precedent set in the surrounding community.
8. Outdoor storage of garden tools and hoses must be screened from view and kept behind shrubs. Any tools or items stored under a back deck or porch must also be screened from view.

## GUIDELINE NO. 9

### Firewood

1. Firewood piles are to be maintained in good order and must generally be located within the sidelines of the house and in the rear yard.
2. Woodpile coverings are allowed only if the cover is an earthtone color and the woodpile is screened from the view of street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it.

## GUIDELINE NO. 10

### Decks

1. A Form must be submitted for **all** decks.
2. The Form must include:
  - (i) A site plan denoting location, dimensions, materials, and color;
  - (ii) In most cases, the deck may not extend past the sides of the home;
  - (iii) Materials must be cedar, cypress, or No. 2 grade or better pressure treated pine, and
  - (iv) Color must be natural or painted to match exterior color of home.

## GUIDELINE NO. 11

### Exterior Building Alterations

1. A Form must be submitted for all exterior building alterations. Building alterations include, but are not limited to, storm doors and windows, construction of driveways, garages, carports, porches, and room additions to the home. Repainting requires prior written approval only if the color is changed.
2. The original architectural character or theme of any home must be consistent for all components of the home. Once the character is established, whether it is traditional, contemporary, etc., no change may alter that character.
3. A Paint color change requires the following information:
  - (i) Paint sample or picture of paint color used in or approved for this community. The address of the home and community where color has been approved must be identified.
  - (ii) Area of home to be repainted
  - (iii) Photograph of your home and homes on ether side.
4. Storm windows and doors must be made of anodized bronze and anodized aluminum with baked enamel finish compatible with the primary and trim colors. The Form must contain the following information:
  - (i) Picture or drawing of all windows/doors on which storm windows/doors will be installed;
  - (ii) Picture depicting style of storm window/door to be installed; and
  - (iii) Color.

5. If County authorities make any changes to the plans as approved by the Architectural Review Committee, the owner must submit such changes for approval prior to commencing construction
6. Owners are advised that a building permit will be required for certain exterior building alterations.
7. A Form must be submitted for all dog houses. All dog houses must be located where they will have a minimum visual impact on adjacent properties.

#### GUIDELINE NO. 12

##### Vehicles and Parking

1. No boat, trailer, camper, or recreational or any other type vehicle may be parked or stored in open view on residential property for longer than a 24-hour period.
2. All cars parked in open view and not in a garage must be operable, have a valid license and inspection sticker, and may not be unsightly.
3. No vehicle may be parked on any yard. As a general rule, parking of vehicles on the street is prohibited. Temporary parking (four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest access to other driveways and traffic.

## **COVENANT VIOLATION PENALTY PROCEDURE**

- (a) The governing body enforcing covenant violations will, upon learning of violation, mail an initial Notice Of Violation letter to the violating resident specifying the alleged violation, detailing the action required to abate the violation, and warning of possible sanctions, including penalty. Notice may be given via regular U.S. mail and/or hand delivery.
- (b) The violator must be given time, not less than ten (10) days from the time of mailing and/or hand delivery, during which the violation may be abated without further sanction. The Board or its designee may demand immediate abatement in such circumstances, which, in the Board's determination, pose a danger to safety and/or property.
- (c) If the violation is not corrected, a Final Notice shall be mailed to the alleged violator. Again, the violator must be given time, not less than ten (10) days, during which the violation may be abated without further sanction.
- (d) At the expiration of this time, if the violation is not corrected, the violator shall be penalized on a per day basis. The initial per day basis shall be set at \$25 per day. A vote by a majority of a quorum at a regularly scheduled meeting must be needed in order to raise the per day basis. At no time shall a vote increase the per day charge by more than double its amount at the time of voting.
- (e) Once the violator has incurred penalties totaling twelve times the per day dollar value, action must be taken by the governing body, its agent(s), or assignees to correct the violation.
- (f) Action can include, but is not limited to, lien filing, court action, and/or suspension of common area access.
- (g) Any penalties, which are not paid when due, shall be delinquent. If the penalty is not paid within thirty (30) days after the due date, the penalty shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The penalty, together with interest, cost, and a reasonable attorney fee, shall be a charge on the violating owners land and shall be a continuing lien upon the property against which each such penalty is levied.
- (h) The Association may bring an action at law against the Owner to collect and enforce the penalty; including interest, costs, and reasonable attorney's fees.