

## **GENERAL COVENANTS AND ARCHITECTURAL GUIDELINES**

The Horseshoe Bend Community Association (hereinafter "the Association") hereby promulgates the following architectural restrictions and procedures:

### **A. Definitions.**

(1) Association: "Association" means the Horseshoe Bend Community Association, Inc., a non-profit corporation organized under the laws of Georgia, its successors and assigns.

(2) Lot: "Lot" means any parcel of land, except for Common Property and unimproved real property, shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, covering any portion of the real property described in the Declaration of Covenants, Conditions, Restrictions and Easements for the Horseshoe Bend Community recorded at Deed Book 6340, Page 54 as amended. However, the term "Lot" shall not include any unimproved real property.

(3) Common Property: "Common Property" means any real property (together with any and all improvements now or thereafter located thereon) owned by the Association for the common use and enjoyment of owners of Lots.

(4) Structure: (1) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coup or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, sideboard, temporary or permanent living quarters, (including any temporary housing) or any other temporary or permanent improvement to any such Lot; (2) any excavation, grading, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Lot; (3) any change in the grade at any point on a Lot of more than six inches.

(5) Board: "Board" means the Board of Directors of the Horseshoe Bend Community Association, Inc.

### **B. Architectural Controls.**

#### **(1) Architectural Control Committee - Creation and Composition.**

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than one (1) or more than five (5) individuals, provided that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary herein, all members of the ACC shall be appointed by the Board of Directors of the Association. Except as expressly set forth herein, all costs of operating the ACC shall be borne by the Association.

(b) Each member of the ACC shall be appointed for a calendar year term. If any vacancies shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal, or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Board of Directors of the Association, and such resignation shall take effect upon receipt by the Board. Any member of the ACC may be removed by the Board upon a majority vote of the Board at any time with or without cause.

**(2) Purpose, Powers, and Duties of the ACC.** The purpose of the ACC is to insure that any installation, construction, or alteration of an existing structure and/or its associated site improvements on any Lot shall be submitted to the ACC for approval (a) as to whether the proposed installation, construction, alteration or modification is in conformity and harmony of external design and general quality with the existing standards of the neighborhood in which the Lot is located and with the general standards of the Horseshoe Bend Development, and (b) as to the location of the improvements on the Lot with respect to topography, finished ground elevation and improvements located on surrounding properties. To the extent necessary to carry out such purpose, the ACC shall have all the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to the accomplishment of such purpose, including, but not limited to, the power and duty to approve, approve with modifications, or disapprove plans and specifications for any installation, construction, alteration or modification of any existing structural improvement located on any property within the Horseshoe Bend Community.

**(3) Limitation of Authority of the ACC.** The ACC shall have no authority over and the provisions of this document shall not pertain to any construction on previously unimproved properties located within the Horseshoe Bend Community, it being the

express intent of this document to apply only to the alteration, construction, modification or installation performed on previously developed properties or Lots located within the Horseshoe Bend Community.

(4) Officers, Sub-Committees and Compensation. The members of the ACC shall appoint a chairman from among their number and may appoint from among their number such other officers and sub-committees of members of the ACC as they shall from time to time determine necessary.

(5) Operations of the ACC.

(a) Meetings: The ACC shall hold regular meetings at least once per month. The ACC may hold meetings on a more frequent basis as established by the vote of a majority of the members of the ACC. Special meetings may be called by the chairman of the ACC and shall be called by the chairman upon written request of the majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be given to each member thereof at his or her residence or usual place of business at least three days before the day of the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes of which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members of the ACC shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. The ACC shall make any notes, records, or minutes available at reasonable places and times for inspection by any members of the Association. Any acts required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting, if written consent, setting forth the actions taken, shall be signed by a majority of the active members of the ACC and filed with the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a majority vote of the ACC and may be stated as such in any document filed by the ACC.

(b) Activities of the ACC: The ACC shall adopt and promulgate the design standards described in paragraph 6 hereof and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with said Design Standards of plans and specifications or proposals to be submitted for approval to the ACC pursuant to the provisions of this document. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this declaration. The Board of Directors of the Association may either approve said Design Standards, disapprove said Design Standards, or make any modifications, additions, or deletions to said Design Standards as it may deem fit. The ACC shall establish said Design Standards in conformity with the purposes set forth in paragraph 2 hereof. At such time as said Design Standards have been established by the ACC, they shall be submitted to the Board of Directors of the Association for final approval.

(6) Design Standards.

(a) The ACC from time to time shall adopt, promulgate, amend, revoke and enforce guidelines ("Design Standards") for the purposes of:

1. Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this declaration;
2. Governing the procedure for such submission of plans and specifications;
3. Establishing guidelines with respect to the approval or disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters that require approval by the ACC pursuant to this document;
4. Insuring the conformity and harmony of external design and general quality of all structures in the neighborhoods and with the overall Horseshoe Bend Community.

(b) The ACC shall make a copy of its current Design Standards readily available to members of the Horseshoe Bend Community Association and prospective members of the Association and to all applicants seeking the ACC's approval.

(7) Submission of Plans and Specifications. No construction, alteration, modification, installation or alteration shall be commenced, erected, placed, moved onto or permitted to remain on any previously improved Lot within the Horseshoe Bend Community which in any way changes the exterior appearance of said structure or Lot, unless an Application for Modification Review setting forth the desired construction and plans and specifications therefore shall have been submitted to and approved in writing by the ACC. The current form of the Application for Modification Review shall be in the exact form as set forth in Exhibit "A" attached hereto and made a part hereof. (Applications for Modification Review may be obtained through: Horseshoe Bend Community Association, Inc., at the address shown in the Horseshoe Bend Directory (770) 640-5110). Plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC to

determine whether or not said proposed work conforms with the design standards. Plans and specifications which shall be required shall include, but not be limited to:

- (a) A site plan showing the location of all proposed and existing Structures on the property or on the lot including building set backs, open space, driveways, walkways, and parking spaces including the number thereof;
- (b) A foundation plan;
- (c) A floor plan;
- (d) Exterior elevations of all proposed structures and alterations to existing improvements, that such improvements and structures will appear after all back filling and landscaping are completed;
- (e) Specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of and other details affecting the exterior appearance of all proposed improvements to structures; and
- (f) Plans for landscaping and grading.

(8) Notification of Impacted Neighbors/Residents. Prior to any Application for Modification Review being reviewed by the ACC, the applicant shall give notice to all residents or owners of any lot located in Horseshoe Bend who, in the sole opinion and discretion of the ACC, may be impacted or affected by the work or changes set forth in the Application for Modification Review. These residents or owners may provide input to the ACC, and their comments may be used by the ACC in its evaluation process. Specific “approval” or “disapproval” is not required nor requested.

(9) Review of Plans and Specifications.

(a) The ACC may authorize any one or more members of the ACC to approve, disapprove, or approve with modifications, any proposed construction, alteration, installation or modification over which the ACC has authority. Such authorization may be given by a resolution of a majority of the members of the ACC. The unanimous action of the one or more members with respect to said approval, approval with modifications, or disapproval shall be binding upon the ACC and any applicant for an approval, permanent or temporary. Said decision shall be subject to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph. Written notice of the decision of said one or more members shall, within five (5) days thereof, be given to the applicant, if any conditions are added or changed. The applicant may, within ten (10) days after receipt of said notice, file a written request to have the matter in question reviewed by the Board. Upon the filing of any said request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Board, but in no event later than the next regularly scheduled meeting of the Board which shall occur more than ten (10) days after its receipt of said request for review from the applicant. A decision of the majority of the members of the Board with respect to such matters shall be final and binding.

(b) Upon approval by the ACC as set forth in the proceedings subparagraph of any application and plans and specifications submitted pursuant to this declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting same if any conditions are added or changed. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar applications and plans or specifications or any other features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such application plans and specifications, as approved and any conditions attached to any such approval.

(c) The ACC shall take action on any plans and specifications submitted as herein provided within 30 days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans, specifications, or application and shall be returned to the applicant. Failure by the ACC to take action within 30 days of receipt of plans and specifications for approval shall be deemed an approval of such plans and specifications.

(10) Grounds for Disapproval of Plans and Specifications. The ACC shall have the right to disapprove of any application and plans and specifications submitted pursuant to this declaration because of the following:

- (a) The failure to include information in such application or plans and specifications as may be reasonably requested;
- (b) The failure of such application or plans and specifications to comply with this document, the general design covenants adopted contemporaneously herewith or the Design Standards to be adopted by the ACC;
- (c) Any other matter which, in the judgment of the ACC would, likely to cause the proposed installation, construction, modification, or alteration (1) to fail in conforming with the harmony of external design and general quality with

the standards for the neighborhood in which the Lot is located or for Horseshoe Bend Community as a whole or (2), as to the location, to be incompatible topography, finished ground elevation and surrounding structures. In any case in which the ACC shall disapprove any application, plans or specifications submitted hereunder as such disapproval shall be accompanied by a statement of the grounds upon which such action is based. In any case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

(11) Inspection Rights. Any employee or agent of the Association or ACC, after reasonable notice and during reasonable hours, may enter upon or into any Lot or Structure for the purposes of ascertaining whether the installation, construction, alteration, or maintenance of said Structure or use of the Lot or Structure is in compliance with the provisions of this document. Neither the Association nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection provided such inspection is carried out in accordance with the terms of this document.

(12) Specific Performance. Nothing contained herein shall limit the right of the Association to enforce the provisions of this document by appropriate judicial proceedings to recover damages or to seek equitable relief. However, owners of Lots subject to this document expressly waive any and all defense in an action for specific performance that the Association may have a remedy at law.

(13) Certificate of Compliance.

(a) Upon completion of the installation, construction, modification or alteration of any Lot or Structure in accordance with the plans and specifications approved by the ACC, the ACC shall, upon written request of the owner thereof, or, if it should so choose, upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which Structure is placed, stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of the certificate shall be filed for permanent record with the plans on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value of any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency, or approval by the ACC of the actual construction of Structures or their workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or the construction, workmanship, engineering, materials, or equipment.

(14) Fees. The ACC may impose and collect a reasonable and appropriate fee to cover its cost of inspection and approval as set forth herein. The fee shall be established from time to time by the ACC and published in the Design Standards. The ACC may withhold approval of any Structure until such time as said fee has been collected from the owner.

**C. Covenants and Restrictions.**

(1) Lots may be used for single family residences only and for no other purpose. "Home Occupations" as permitted in the then-current Fulton County Zoning Ordinance may be approved by the Board or the ACC after the resident submits a written request to the Board and obtains approval. A "Family Day Care Home" shall not be permitted.

(2) No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.

(3) No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention or control of such erosion and siltation. The ACC may, as a condition of such approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion and siltation. Such means may be included, but not be limited to, physical devices for controlling the runoff and drainage of water and special precautions in grading and otherwise changing the natural landscape and required landscaping as may be otherwise required by the ACC. Guidelines for the prevention and control of erosion and siltation may be included in the design standards of the ACC.

(4) No tree having a diameter of six inches or more (measured from a point two feet above the ground level) shall be removed from any lot unless such removal is in conformity with approved landscaping plans and specifications submitted to the ACC as set forth in article B hereof. If the tree is diseased, a danger to the house or a neighbor's house, or provides too much shade for growth or landscaping, removal will most likely be approved. Some removal may be permitted providing a number are left to keep the property from drastic change. Pine trees are preferable for removal as opposed to hardwoods. Guidelines relating to the preservation of trees and other natural resources and wildlife upon any Lots may be included in the Design Standards of the ACC.

(5) No temporary building, trailer, garage or other building under construction shall be used, temporarily or permanently, as a residence on any Lot except as a temporary sleeping and living quarters required or desirable for security purposes in accordance with plans and specifications approved by the ACC. Outbuildings are not allowed. The only structure not attached to the house which may be approved is a gazebo which should be open and neutral in appearance so as to blend with the surroundings.

(6) No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with the construction of any Lot.

(7) No permanent utility connections shall be made to any dwelling or other structure by any utility, public or private, until the Declarant or the Design Review Committee has verified general compliance with this and with the plans and specifications submitted in writing for review.

(8) Mechanical equipment (other than heating or air conditioning equipment), fuel or water tanks, and similar storage receptacles shall be installed only within the main dwelling, within an accessory building, buried underground, or otherwise located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Properties. Heating and air conditioning equipment shall be installed in such location as will, to the maximum extent possible, not be readily visible to the view of neighboring Lots, streets, and property located adjacent to the Properties.

(9) The exterior of all residences and other structures must be completed within six months after commencement of construction, and the landscaping on such Lot must be completed within 90 days thereafter, except, in each case, where, in the sole discretion of the Declarant or the Design Review Committee, such completion is not possible or would result in great hardship to the Owner or builder due to strike, fire, national emergency, or natural calamity.

(10) Whenever a building erected on any Lot is constructed in whole or part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be faced with brick, natural stone or other material approved by the Architectural Control Committee.

(11) No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered, or maintained on any Lot, or any portion of a structure visible from the exterior thereof, except: (1) such signs as may be required by legal proceedings; (2) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; (3) directional signs for vehicular or pedestrian safety in accordance with plans and specifications adopted by the ACC; (4) yard or garage sale signs as outlined in item (12) below. No "Sold" sign shall at any time be installed or maintained on any Lot or any portion of a structure visible from the exterior thereof.

(12) Homeowners may display signs on the Common Property between the hours of 7:00 a.m. on Fridays thru 6:00 p.m. on Saturdays only. The ACC reserves the right to limit the number of signs for any particular purpose, including "Garage Sales." Notwithstanding the foregoing, no signs of any type shall be permitted on the Common Property located at the front entrance or back entrance of the Horseshoe Bend Community. No real estate signs may be placed along Steeplechase Drive except directly in front of the house for sale. These restrictions may be lifted by the ACC for approved charitable organizations, **provided prior written approval is requested and granted.** It should not be assumed that approval is automatically granted just because the entity placing the sign is a charity.

(13) No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences or walls. Guidelines relating to design, location, or use of fences and walls may be included in the Design Standards of the ACC. No fences shall be erected on any portion of a Lot visible from a street without prior approval of the ACC including initial and ongoing maintenance of evergreen shrubs. Fences should usually be four to five feet with an open design such as split rail or open picket. The guideline is the open space must be equal to or greater than the closed space in the fence surface. No chain link fences are allowed. When the fence is enclosing a pool, it has to be five feet high to comply with Fulton County ordinances. No fences are allowed in front yards – must go off the back of the house. Wrought iron and aluminum fences which look like wrought iron may be approved. Landscaping may be required on the outside of the fence or wall.

(14) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within 15 feet of the intersection of two or more roadways abutting on any Lot.

(15) No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads or driveways. Guidelines relating to the design or location of roads or driveways may be included in the Design Standards of the ACC.

(16) Radio or television antenna shall be installed only in the interior of existing Structures and so as not to be visible from any Common Property or any abutting street or abutting Lot. Satellite dish antennas measuring not more than 36" in diameter shall be permitted after submitting a request to the ACC and receiving approval. Dish or dish type radio and or television can not be installed closer than 7 feet from the exterior boundary of a lot. Said antennae may be installed on the rear roofs. Approval will only be granted if they are to be installed so as to not be visible from the street nor from any neighbor's house without first obtaining written permission from all affected neighbors on a special ACC form. All electrical service, cable television and telephone lines shall be placed underground, and no exterior pole, tower, antenna, or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, or for any other purpose shall be erected, placed, or maintained on any Lot, except as may be constructed by the Declarant or approved in writing by the Declarant or the Design Review Committee. Landscaping may be required.

(17) The design, type, location, size, color, and intensity of all exterior lights shall be subject to control by the Declarant or the Design Review Committee.

(18) An individual sewage disposal system shall not be permitted on any Lot without the prior written consent of the Architectural Control Committee

(19) No outside clothes lines shall be placed on any Lot so as to be visible from any Common Property, or from any abutting street or abutting Lot. Items should not be hung from porch rails, trees, or other structures.

(20) Each owner shall keep and maintain his or her Lot and Structure, as well as all landscaping located therein, in good condition and repair, including, but not limited to, (i) repairing and painting or other appropriate external care of all structures; (ii) the seeding, watering and mowing of all lawns, and (iii) pruning and trimming of all trees, hedges and shrubbery so that same are not obstructive of view by motorists or pedestrians of street traffic.

(21) No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot so as to be visible from any Common Property, or any abutting street or abutting Lot.

(22) Recreational or playground equipment shall be placed or installed only upon the rear of any Lot. All recreational and playground equipment must be approved by the ACC prior to its construction, installation, or placement pursuant to the guidelines established under this document and by the ACC. Basketball goals (after approval) should be installed in side or rear yards whenever possible. They should never be installed so as to permit play in the street. Basketball hoops may not be installed on the house, garage, or in the street. They must be at the side of the driveway. Backboards are to be clear, thereby being less noticeable. If possible, depending on the lot, there should be landscaping between the post and any neighbor's lot. Play equipment is to be as unobtrusive as possible. It is to be in colors such as brown and green which blend into the landscape and should be constructed of wood as much as possible.

(23) Above ground swimming pools will not be permitted in the Subdivision. No pool can be situated closer than 20 feet from an exterior boundary of any Lot, the location of which being subject to the approval of the Architectural Control Committee.

(24) On Lots adjacent to lakes, ponds, rivers, streams, creeks, or other bodies of water or courses: (i) no boat canal shall be dug or excavated thereon, except with the prior approval of the ACC of plans and specifications for said digging or excavation; (ii) no bulwark, barge, docks, piling, float, or other marine structure shall be erected adjacent to any said body of water without the prior written approval of the ACC of plans and specifications of such structure; (iii) no refuse of any kind shall be placed on or disposed of into adjacent waters; (iv) no boat shall be moored so as to obstruct navigation; (v) no power boat shall be used except as a boat powered by electric motor with a power rating not to exceed 3.5 horsepower; and (vi) no boat with a length greater than 15 feet, except canoes, shall be launched or used on any bodies of water within the Horseshoe Bend Community. Existing structures may be repaired, but replacements and improvements will not be allowed.

(25) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, including birds, insects, and reptiles. Dogs, or cats may be kept on any Lot solely as a household pet or for medical purposes. No animal shall be raised for commercial purposes or permitted to roam free. Dogs which are household pets shall at all times whenever they are outside a dwelling be confined within a pen or on a leash. A maximum of four pets per household will be allowed. No structure for the care, housing, or maintenance of any animal shall be constructed or placed on any Lot so as to be visible from the Common Property or any abutting street or abutting Lot, and unless such plans therefore have been approved by the ACC.

- (26) No lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot so as to be visible from any abutting street or abutting Lot or from any Common Property.
- (27) Containers for garbage or other refuse shall be stored so as not to be visible from any abutting street or abutting Lot or from any Common Property.
- (28) The pursuit of hobbies or other activities including, but not limited to, assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot.
- (29) Noxious or other offensive activities shall not be carried on upon any Lot.
- (30) Residents shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort, or annoyance to the owners and residents of other Lots.
- (31) All garage doors *should* remain closed except when in use, and as many cars as possible should be placed inside the garage. Residents who have items stored inside the garage which then prohibits cars from being parked in the garage are encouraged to clean out the garage to allow the cars to be parked inside.
- (32) No motor vehicles not in condition to be operated on the public right-of-way including, but not limited to vehicles with flat tires, broken windows, or crumpled bodies, may be stored on any Lot so as to be visible from any abutting Lot, abutting street, or the Common Property.
- (33) No vehicles shall be parked on any street within the Horseshoe Bend Community except during social gatherings of not more than five (5) hours.
- (34) In the event that any streets or roads within the Properties are owned by the Association, all vehicular traffic on such streets and roads shall be subject to the provisions of the laws of the State of Georgia and Fulton County concerning operation of motor vehicles on public streets. The Association is authorized to enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including modifications of those in force on public streets within the Properties. The Association shall be entitled to enforce such rules and regulations by establishing enforcement procedures as it deems appropriate, including levying fines for violations of rules and regulations. In the event of a conflict between the provisions of the laws of the State of Georgia and Fulton County and the rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern.
- (35) Only drivers licensed to operate motor vehicles by the state of Georgia or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Properties. In order to operate a golf cart in the Properties, the owner or user thereof shall have complied with all regulations and requirements for the operation thereof as may be required by the Association. All vehicles of any kind and nature which are operated on the streets in the Properties shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Properties.
- (36) No homeowner shall conduct more than two (2) "garage sales" per calendar year. The Board may set up a registration process to monitor compliance and may limit the number and placement of signs advertising such.
- (37) Painting should be in generally neutral colors blending into the surroundings. Homes should be kept clean (pressure washed) and paint/stain not faded nor peeling.
- (38) Roofing material allowed in Village on the Green and The Fairways include wooden shakes, or Architectural Dimensional Shingles within a specified color range (to be determined by the ACC). Further restriction requires that those homes with a common attached garage roof always have the same roofing material installed at all times on both homes and garages.
- (39) As to any Unit which abuts any portions of the Horseshoe Bend Golf Course, Declarant reserves for itself and any successors-in-title to the Horseshoe Bend Golf Course an easement over that portion of the Unit extending a distance of twenty (20) feet from the boundaries of the horseshoe Bend Golf Course; provided, however, the easement shall not extend further than the distance between the boundaries of the Horseshoe Bend Golf Course and that wall of the residence on a Unit nearest the Horseshoe Bend Golf Course boundaries. This easement shall be for the purpose of allowing users of such golf course to

retrieve errant golf balls. Declarant reserves, for itself and any successors-in-title to the Horseshoe Bend Golf Course, the right, but not the obligation, to maintain such easement area in an attractive condition and to landscape such area. Nothing contained herein shall in any way reduce the obligations imposed on the Owner of such Unit or the Association by any other provision hereof. No building, fence, wall or other structure of improvement of any kind shall be erected or placed upon the easement without the written consent of Declarant. All owners of Units in the Community, by acceptance of a deed therefore, assume all risks associated with errant golf balls and covenant not to make any claim or institute any action whatsoever against the Declarant (or its successors-in-title to the Horseshoe Bend Golf Course) as a result of errant golf balls or any damage which may be caused thereby.

**D. Violations.**

(1) If any Structure shall be erected, placed, maintained, modified, or altered upon any Lot, otherwise than in accordance with this document, the plans and specifications approved by the ACC or pursuant to this document, such erection, placement, maintenance, modification, or alteration shall be deemed to have been undertaken in violation of this document and without the approval required herein. If, in the opinion of the ACC that such violations have occurred, the ACC shall notify the Board. If the Board shall agree with the determination by the ACC, or if the Board chooses to take action on its own with respect to the violation, the Board shall provide written notice to the owner by certified mail setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner has not corrected such violation within 30 days after mailing of aforesaid notice of violation, then the Association shall be entitled to all remedies set forth in paragraph D(2) hereof. In the case of violations of a timely nature, including but not limited to the unapproved cutting of trees or excessive sign placement, the notice period is waived and agents of the ACC or the Board are authorized to take immediate action.

(2) Upon a violation of any provision of this document which is not cured within the time set forth in paragraph D(1) hereof, then the Association shall have available to it all remedies at law or equity to enforce the provisions of this document. The Association shall be entitled to all right and remedies available at law or equity for breach of any portion of this document, including, but not limited to seek an injunction against further violation or the right to enter at all reasonable times, upon the Lot on which the violation exists and take the action specified in the notice to the owner in order to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon. All costs incurred by the Association in curing any such violation, including reasonable attorney's fees, and interest thereon at 18% per annum, shall be recoverable against the owner of said Lot and shall also constitute a lien against the Lot. Such lien shall be superior to any and all charges, liens, or other encumbrances which may in any manner arise or be imposed upon the Lot after such costs were incurred, including, but not limited to, any judgment, decree, contract, mortgage, deed to secure debt or other instrument.

(3) Notwithstanding the above, the Board shall be empowered to set up a series of fines and penalties to enforce compliance with the rules and regulations without having to resort to remedies at law. Such fines shall not be imposed without proper written notice to the violator and an appropriate cure period as outlined above. Any fines or penalties so assessed shall also constitute a lien against the Lot.

**E. Conflict.** In the event of any conflict between this document and any other Covenants, Conditions, Restrictions, and Easements for the Horseshoe Bend Community, the more restrictive provision shall apply.