

**CALAMAR HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS**

Calamar Community Standards 2012
May 2, 2012

INTRODUCTION

The *Declaration of Protective Covenants for Calamar* is a binding contractual agreement between each homeowner and the incorporated Association of Homeowners. It provides for the administration of the affairs of the Association by a Board of Directors elected by the Membership and establishes the duties and responsibilities of the Board of Directors and also of all Homeowners and Occupants in the Community. Likewise the *Covenants* invest the Board with certain enumerated powers with which to discharge its assigned duties.

The *By-Laws of Calamar Homeowners Association, Inc.* are an integral part of the *Covenants*, attached to and filed as Exhibit "D". The incorporated Association, its Officers and all Owners and Occupants are contractually bound in the same manner and to the same degree as they are with the *Covenants*. The *By-Laws* address the Procedural Rules to be followed by the Association in the conduct of its corporate and individual duties.

The *Covenants* and *By-Laws* provide for the expansion of duties and responsibilities to meet future conditions and clearly outlines its intent that the Board of Directors has the authority to manage those demands. In the *Covenants*, Article VI, Use Restrictions and Rules, Section 1. General:

"This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended in the manner provided in Article XII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners Prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants of Lots until and unless overruled, canceled or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote therein and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of Declarant."

Article III, Part C, Powers and Duties of the *By-Laws* clearly articulates the intent of the *Covenants* and *By-Laws* to invest the Board of Directors with the authority to effectively manage such measures:

"...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 Association's

Calamar Community Standards 2012

affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to be responsible for the following, by way of explanation, but not limitation:.... making and amending use restrictions and rules and regulations...”

The undersigned Board of Directors therefore, under the authority of the *Declaration of Protective Covenants for Calamar* and included *By-Laws of Calamar Homeowners Association, Inc.*, in order to assure the sustained growth in the value of all Owners’ investments, promote the aesthetic enhancement of the entire Community by raising the Standard of Care and Maintenance of all Properties, promote a spirit of neighborly cooperation by preventing the introduction or retention of features contrary to the spirit of Covenant Standards, balanced with respect for and protection of Owners’ expression, and cultivate mutual respect and pride of Membership, do by unanimous consent to *Resolution 2012.01*, Adopt and Promulgate these *Calamar Community Standards*.

Board of Directors,
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I. GENERAL POLICIES

1. The *Calamar Community Standards* are established with a view to providing operating policies, definitions, and procedures for the application of Restrictions and Rules of the *Covenants*, as well as such additional Restrictions and Rules established herein to preserve the Principles and Intent of the *Covenants* and *By-Laws* for the protection of individual Homeowner and Association property values.

2. **The *Calamar Community Standards Format*** is presented as an Integrated Reference for Homeowners and Administrators. Each Section begins with the relevant citation from the *Covenants* or *By-Laws*, clearly indented and enclosed in quotation marks, followed by the *Community Standards* in Outline Form. Homeowners are invited to study the *Covenants* and *By-Laws* in their entirety; they may be downloaded from the Calamar Community website: www.CalamarHOA.com.

3. **Severability:** In the event of conflict, the *Declaration of Protective Covenants* and *By-Laws* will prevail. Such terms or parts of these *Community Standards* may accordingly be amended or revised so as to make them consistent with the *Covenants* and *By-Laws*.

4. The Board of Directors Appoints the **Architectural Control Committee** to have primary Responsibility and Authority for administering the provisions of the *Calamar Community Standards*, and those provisions of the relating to Use Restrictions and Rules.

a. The role of the Board of Directors is to preserve, protect and enhance the value of the properties in Calamar by ensuring uniform and equitable compliance with the Use Restrictions and Rules in the *Covenants, By-Laws* and *Standards*; the Board performs this role through policy guidance of the Architectural Control Committee, continuous review of Committee Actions, Records and Reports, and by convening Special Hearings to Review and Adjudicate Appeals of Architectural Control Committee Actions by individual Homeowners, and to take such Actions as the Board is authorized to take under the *Covenants* and *By-Laws* to promulgate such Decisions.

b. The role of the Architectural Control is to administer the **Design Review Process** for approving Homeowner Applications for exterior modifications to existing homes/properties in accordance with the *Covenants, By-Laws* and *Standards*, and to ensure continuing maintenance of Community Standards through periodic street view review of all Member Properties, Providing Notice of Non-Compliance or Violation of *Covenants* or *Community Standards*, and by investigating questions and reports of non-conforming conditions.

5. **Design Review Process:** The *Covenants, Article VI, Section 10. Architectural Standards* expressly require the Board of Directors to establish an Architectural Control Committee, and that

“No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board.”

Calamar Community Standards 2012

The *Community Standards* establish the Design Review Process for each Category of Exterior Construction, Addition or Alteration; the Design Review Process follows the same procedure for all Categories requiring ACC Approval:

- a. Each Section details which proposed Homeowner Projects require ACC Design Review
- b. The Owner submit an *ACC Request for Change/Modification Form* to the Architectural Control Committee, complete with documentation which may be required; a copy of the Form can be downloaded from the Calamar Community website: www.CalamarHOA.com or by contacting a member of the Board or Architectural Control Committee.
- c. The Architectural Control Committee schedules a Site Inspection with the Owner, which may require flagging location of proposed installations; the Committee will make photographic documentation of the inspected project site.
- d. The Architectural Control Committee convenes to consider the application and take a formal vote. Each request for project approval is unique to the lot and will be evaluated on the individual and unique elements of the project within the provisions of the *Covenants* and these *Community Standards*.
- e. The Chairman of the Committee will respond in writing to the Owner within two working days of the Committee's Decision to Approve, Approve with Limitations or Disapprove, citing Committee Members present at the Inspection, Committee Members Voting, and if not Approved, the reason for Limitation or Disapproval.
- f. No Work may proceed without the Approval of the Architectural Committee;
- g. The Owner is responsible for obtaining all Building Permits and flagging of underground utilities that may be required by law, and the ACC may make Approval of an Owner's *Request for Change/Modification* contingent upon completion of these actions.
- h. The contents of these *Community Standards*, and any actions of the Architectural Control Committee or its Members are not intended to be, and should not be construed to be an approval of the adequacy, reasonableness, safety, structural integrity, or fitness for intended use of submitted plans, materials, or construction, nor ensuring compliance with building codes, zoning regulations or other governmental requirements.
- i. Neither the Association, the Board, the Architectural Control Committee, nor Any Member thereof shall be held liable for injury, damages or loss arising out of any approval or disapproval, construction or through such modification to a lot.
- j. The Owner is responsible for maintaining a safe, clean and orderly worksite throughout all construction projects, and ensure that traffic is not disrupted, nor streets obstructed, nor other properties negatively impacted by the construction process.

Calamar Community Standards 2012

k. The Architectural Control Committee shall monitor the progress of all projects to ensure that all Changes and Modifications made by the Owner are consistent with the Plans and Specifications represented in the Approved *ACC Request for Change/Modification Form*, and shall have, upon reasonable notice access to the site for that purpose.

5. Covenant Enforcement Procedures:

a. Reports of Non-Compliance with the *Covenants* or the *Community Standards* may be referred to the Architectural Control Committee for appropriate action.

b. The ACC will investigate the report with site inspection and interview with the Owner concerned to determine whether a violation exists.

c. If a violation is substantiated, the violation explained to the Homeowner, who will be requested to take corrective action, and a reasonable time period will be determined for the corrections; violations correctable by the Owner may be allowed five business days, and violations requiring contracted work may be allowed thirty days.

d. The Chairman of the Architectural Control Committee will follow up the interview with the Homeowner within two business days with a Written Notice advising the homeowner of the violation, the *Community Standard* which corrective action must satisfy, and time period allowed to remedy the violation or to respond in writing why the Condition is not in Violation.

a. If the Corrective Action is completed in accordance with the *ACC Notice of Violation*, the Committee Chairman will advise the Owner in writing that the Violation has been remedied.

b. If there is no Response to the *Notice of Violation* and the Violation has not been remedied within the prescribed time period, then the Architectural Control Committee shall refer the matter to the President of the Board of Directors.

c. The President of the Board will give written notice to the Homeowner *giving Notice of Failure to Respond to Notice of Violation* and setting a time frame in which to complete the required Corrective Action or Request Hearing before the Board to Show Cause why a Fine should not be Assessed for Non-Compliance with the *Covenants* or the *Community Standards*.

d. If the Owner fails to Respond to the Board's *Notice of Failure to Respond to Notice of Violation* completed Corrective Action, the President of the Board shall give Written Notice of Assessment of Fine and the File Documenting the Violation and Due Diligence by the Association to satisfy demand for Compliance will be forwarded to the Association's attorneys. The homeowner will again be asked to remedy the violation and consequences for failure to be appropriate action will be documented.

e. Failure to comply could result in any or all of the following sanctions: Suspension of the right to vote in Association matters: Suspension of the right to use the recreational facilities and/or common areas: recordation of Notice of Covenant Violation with the Superior Court; imposition of a fine on a per-violation and/or per-day basis [see schedule published on the

Calamar Community Standards 2012

Association website, www.CalamarHOA.com], correction of the violation by the association with all costs charged to the Homeowner; and/or, filing a lien for all Fines and Costs, including but not limited to legal fees to correct the violation.

f. As a last resort, if the action is still outstanding, then it may be necessary for the Association to file a lawsuit in order to enforce the covenants.

g. When a determination has been established that a property is in violation of the *Covenants* or the *Community Standards*, and the property owner has been properly advised, that violation and all subsequent fines assessed will remain active until the Violation has been remedied and all assessment remitted in full to the Association.

h. Transfer of ownership of a property WILL NOT erase an outstanding violation since a violation follows the property, not the property owner.

6. The **Architectural Control Committee** may undertake such additional duties as the Board may direct, should there be no **Building And Grounds Committee** appointed for such duties. These duties include, without Limitation: Oversight of the Maintenance and Improvements to Association Common Areas and Structures, Management of Streets, Traffic, Safety, Coordination of Utilities and Government Services for the Community, and Community Improvements Self-Help Projects.

II. USE RESTRICTIONS AND RULES

Covenants, Article VI, Use Restrictions and Rules, Section 2. Residential Use:

“All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the provisions of the Declaration of By-Laws, does not create a parking congestion. The Board may issue rules regarding permitted business activities.”

A. **Residential Use:** Each lot shall be used for residential purposes only, and no business or trade may be conducted in or from any Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling provided the following conditions are satisfied:

1. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

a. Such activity is engaged in full or part-time;

Calamar Community Standards 2012

- b. Such activity is intended or does generate a profit;
 - c. A license is required thereof.
2. The existence or operation of the business activity shall not be apparent or detectable by sight, sound or smell from the exterior of the dwelling;
 3. The business activity shall not involve visitation on the Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.);
 4. The business activity shall conform to all zoning and licensing requirements for the Property and for any Owner or Occupant conducting such activities on the Property;
 5. The business activity shall not increase traffic in the Property;
 6. No marketing or advertising of any business activity shall disclose the address or otherwise identify as a Business Address any Residential Property joined by the Covenants;
 7. The business activity shall not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage;
 8. The business activity shall be consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined by the Board of Directors;

B. **SIGNS**

Covenants, Article VI, Use Restrictions and Rules, Section 3. Signs:

“No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Architectural Control Committee; Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereon”

C. **VEHICLES AND PARKING**

Covenants, Article VI, Use Restrictions and Rules, Section 4. Vehicles:

“The term "vehicles," as used herein shall include, without limitation, motor homes boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Vehicles may not be parked in yards.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed

Calamar Community Standards 2012

from the Community. No towed vehicle, boat, recreational vehicle, motor home, or mobile home shall be temporarily kept or stored in the Community for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.”

1. No boat, personal watercraft, trailer, camper, recreational vehicle or similar type vehicle may be parked or stored in open view on residential property for longer than a 12 hour period.
2. No commercial vehicle or any vehicle displaying signage may be parked or stored in open view on residential property for longer than a 24-hour period.
3. All vehicles parked in open view and not in a garage must be operable and may not be unsightly.
4. No vehicle may be parked on any yard, sidewalk or right-of-way.
5. As a general rule, parking of vehicles on the street is prohibited.
6. Temporary parking (Four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow.
7. Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways and traffic.

D. **LEASING**

Covenants, Article VI, Use Restrictions and Rules, Section 5. Leasing:

“Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association, The leases shall also obligate the tenant to comply with the foregoing.”

E. **OCCUPANTS BOUND**

Covenants, Article VI, Use Restrictions and Rules, Section 6. Occupants Bound:

“All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants of Lots even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.”

F. ANIMALS AND PETS

Covenants, Article VI, Use Restrictions and Rules, Section 7. Animals and Pets:

“No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. **Dogs which are household pets shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Board.** Without prejudice the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community, Animal Control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.”

1. An “ACC Request For Change/Modification Form” must be submitted for all doghouses.
2. All dog houses must be located where they will have minimum visual impact on adjacent properties or from the street Construction type, size, and exterior colors/materials will be specific criteria governing approval.
3. Fully Fenced Back Yard Enclosures meeting the Architectural Standards otherwise acceptable in Sections of the Covenants and these Standards are the Acceptable Manner of Confinement for dogs outside the house when not on a leash, provided they are constructed and maintained so as to prevent either the pet’s escape or unauthorized access to the enclosure by others.
4. Chain link dog-runs, "tethered" line dog runs, or wire pens are prohibited.

G. NUISANCES

Covenants, Article VI, Use Restrictions and Rules, Section 8. Nuisance:

“It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or

Calamar Community Standards 2012

existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.”

1. Electronic devices, both portable and vehicle-installed, musical instruments, and other sound-producing devices shall be maintained at volume levels that do not disturb other Owners, even in transit on the streets.
2. Vehicles will be maintained in a condition that does not create disturbances to Owners due to loud exhaust systems or by revving engines.

H. UNSIGHTLY OR UNKEMPT CONDITIONS

Covenants, Article VI, Use Restrictions and Rules, Section 9. Unsightly or Unkempt Conditions:

“The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the 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 in any part of the community.”

I. ARCHITECTURAL STANDARDS

Covenants, Article VI, Use Restrictions and Rules, Section 10. Architectural Standards

“No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this section, or as is otherwise, expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Control Committee may from time to time, delegate any of its rights or responsibilities there under to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. In the event that the Architectural Control Committee fails to approve or disapproved submitted plans and specifications within sixty (60) days after the plan specifications have been submitted to it, approval will not be complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair,

replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledge by Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility thereof, nor any for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owners of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and such covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.”

1. **Exterior Building Alterations.** An “ACC Request For Change/Modification Form” must be submitted for all exterior building alterations.
 - a. Building alterations include, but are not limited to, Storm Doors and Windows, Awnings, construction of Driveways, Garages, Carports, Dog Houses, storage buildings, Play Houses, Playground Apparatus, Porches, Room Additions and Hardscape Features.
 - b. The original exterior architectural character or theme of any home must be consistent for all exterior materials and components of the home. Once the character of the home is established (i.e. traditional, contemporary, etc.), no change may alter that established character without approval of the Board of Directors.
 - c. Homeowners are advised that a County building permit will be required for certain exterior building alterations. Owners are responsible for compliance with all Local, State and

Calamar Community Standards 2012

Federal Codes, and for making applications for and obtaining all required permits for any alterations or improvements to their Properties independent of any Rules or Restrictions required in the *Covenants* or these *Standards*.

d. The Architectural Control Committee may elect to make *Approval* of a Change or Modification *Conditional* upon providing a copy of a Building Permit issued by the County Building Department for structural projects requiring foundations. Likewise the Architectural Control Committee may decline to approve any such project that may encroach on setbacks, easements or create unlawful groundwater diversion without appropriate documents by certified professionals

e. If County Authorities make changes to the plans as approved by the Architectural Control Committee the owner must submit such changes for approval prior to commencing construction.

1. **Painting** A paint color change requires an “ACC Request For Change/Modification Form” with the following information provided:

- a. Paint samples or Manufacturer’s Color Chips, labeled by Manufacturer and Color Code
- b. Description of the home’s surfaces to be repainted with each color
- c. Repainting requires prior written approval only if the color is changed.

2. **Awnings.** An “ACC Request For Change/Modification Form” must be submitted for all awnings.

- a. Awnings or coverings must be either canvas or a structural extension of the home's existing roof
- b. Awning Colors and Finishes must be compatible with the Body and Trim and Accent Colors on the Home.
- c. Change Requests for Awnings require the following information:
- d. A paint color change requires an “ACC Request For Change/Modification Form” with the following information provided:
 - 1) Pictures or Scaled Drawings of all windows/doors on which awnings will be installed and their location (back or side - generally, awnings are not allowed on the front of the home);
 - 2) Picture depicting style of awning to be installed;
 - 3) Color samples and materials list.

3. **Detached Buildings.** An “ACC Request For Change/Modification Form” must be submitted for all Detached Buildings.

Calamar Community Standards 2012

- a. All Detached Buildings shall be located behind a line extended to the sidelines and passing through the forward-most projection of the front of the House and shall not obscure the existing long view of any other House from the street approaches.
 - b. No Structure may be Approved for any purpose that may tend to promote or cause disorderly, unsightly, or unkempt conditions.
 - c. Detached Building exterior materials must coordinate with the exterior materials and colors used on the original home.
4. **Decks and Retaining Walls.** An “ACC Request For Change/Modification Form” must be submitted for all decks and retaining walls; If an existing deck or porch is to be removed prior to building a new deck in its place, the Request must include the scope and details of the proposed Demolition, and the Owner may not proceed with any part of the Project, including the Demolition, until the ACC has given written approval for the entire Project.
- a. Homeowners are advised that Building Permits are required for All Deck Construction.
 - b. The following, without limitation, will be reviewed: Location, Size, Conformity with design of the house, Relationship to neighboring dwellings, and Proposed Use.
 - c. Colors must coordinate with the exterior colors of the home;
 - d. The following supporting documentation is required:
 - 1) A site plan denoting location, dimensions, materials and stain or paint colors;
 - 2) In most cases, the deck may not extend past the sides of the home;
 - 3) Materials must be cedar, cypress, No. 2 grade or better pressure treated pine, or composite material engineered for exterior applications;
 - 4) In all cases, all exterior wood and wood byproduct composites must be primed with an approved exterior primer to prevent rot, mold and mildew.
 - f. Vertical support for wood decks must meet minimum county standards for wood post or painted metal poles;
 - g. Support columns visible from the street will be boxed in to be consistent with the existing home foundation materials.
 - h. All exposed concrete block or poured concrete foundations and/or retaining walls must be veneered with natural stone, brick or stucco to complement the existing structure;
 - i. Retaining walls constructed of landscape timbers or crossties, if visible from the street must be shielded or softened by an approved vegetative landscape method.

Calamar Community Standards 2012

7. Driveways, Walkways, Patios and Parking Areas.

- a. An “ACC Request For Change/Modification Form” must be submitted for all driveways and parking areas.
- b. Submission of an “ACC Request For Change/Modification Form” for a patio/walkway is not required, however, if all the following guidelines are met:
 - 1) The patio/ walkway is located in the rear yard; and
 - 2) The patio/walkway does not extend to within 10 feet of rear property lines; and
 - 3) The patio/walkway's elevation above ground level at any point does not exceed 6 inches for patios and 4 inches for walkways.
- c. Repairs to existing driveways, walkways, and other exterior concrete surfaces do not require ACC Approval unless alterations are to be incorporated to dimensions or surfaces.
- d. Stained, Textured, Coated or Accented concrete surfaces are not permitted; Sealants may be used only if the natural color of the concrete is not altered.
- e. Owners are responsible for keeping driveways, walkways and other concrete surfaces clean and serviceable, repairing or replacing damaged areas in sections consistent with existing joint divisions.
- f. Owners are likewise responsible for removing tree roots causing deflection, deterioration and hazardous conditions with normal use.

J. MINIMUM DWELLING SIZE

Covenants, Article VI, Use Restrictions and Rules, Section 11. Minimum Dwelling Size.
“Single story dwellings shall contain at least 2,000 square feet of finished living area and multi-level dwellings shall contain at least 2,200 square feet of finished living area. Finished living area does not include open porches, unfinished basements, garages, carports, and breezeways”

K. ANTENNAS & SATELLITE DISHES

Covenants, Article VI, Use Restrictions and Rules, Section 12. Antennas.
“No exterior antennas of any kind shall be placed, allowed or maintained upon any portion of the community including any Lot, if such antenna is visible from any street within the Community. In no event, however, shall a satellite dish be erected. Each Owner and occupant of a Lot acknowledges that this provision benefits all Owners and occupants of Lots and each. Owner and occupant of a Lot agree to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.”

Calamar Community Standards 2012

1. **The Definition of the term “Antennas”**, as used in the *Covenants, Article VI, Use Restrictions and Rules, Section 12. Antennas*, shall be interpreted as meaning the class of all devices for receiving or transmitting electromagnetic signals, including, without limitation, Conventional Antennas and Satellite Dishes, together with supporting masts, cabling, and all other components or associated accessories.
2. The following Standards apply to installation, attachment and maintenance all devices referred to as “Antennas” in the *Covenants* and these *Standards*:
 - a. The Owner must submit an “ACC Request For Change/Modification Form” which must be approved in writing by the Architectural Control Committee prior to installation of any device described in this Section.
 - b. Satellite Dishes may be installed for reception, but not for transmission, in accordance with these guidelines; all such devices will at all times be fully compliant with FCC and all other regulations which apply to the possession and operation of such devices.
 - c. No other antennas or similar devices may be installed without approval of the Association’s Architectural Control Committee.
 - d. **Satellite Dish Size Limits**: Satellite dishes shall be no larger than one meter in total size. Satellite Dishes or antennas mounted on masts are prohibited except where necessary for reception of an acceptable quality signal, and within the total size limit provided. Concealed cabling shall not count toward this total size guideline.
 - e. Satellite dishes must be mounted so as not to be visible from the street; likewise placement should be such as to be least objectionable to neighbors.
 - f. Rooftop mounting of satellite dish is allowed only on the rear of the home.
 - g. If it is determined that the Satellite dish cannot receive an acceptable quality DBS or NINIDS signal in any location the Lot as outlined in the above Standard, an alternate location must submit to the Architectural Control Committee an Amended Request for Change/Modification to install the Satellite Dish in an alternate location, including specific, written documentation by the Installing Contractor showing required and actual signal strength available at locations within the Standard, and two alternate locations providing screening from street view; The ACC will respond to such Amended Requests on an urgent basis.
 - h. The Satellite Dish must be painted so as to blend into the background to which it is mounted or placed. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached. No cabling shall be allowed on the roof surface or on the surface of the exterior siding or brick of any home.
 - i. The owner or occupant shall be responsible for the maintenance and repair of the Satellite Dish including, but not limited to (1) reattachment of satellite Dish and any components thereof within forty-eight hours of dislodgment, for any reason, from its original point of

Calamar Community Standards 2012

installation; (2) repainting or replacement if for any reason the exterior surface of the Satellite Dish becomes worn, disfigured or deteriorated.

L. TREE REMOVAL

Covenants, Article VI, Use Restrictions and Rules, Section 13. Tree Removal.

“No trees shall be removed without the express consent of the board or its designee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; and (c) trees within ten (10) feet of the residence, driveway, walkways and septic field constructed or to be constructed on the Lot.”

1. **Tree Removal** An “ACC Request For Change/Modification Form” must be submitted for any tree removal; the ACC will approve all requests in accordance with the *Covenants, Article VI, Section 13*.

a. Removal of living specimen native trees is discouraged, except where such trees threaten the structural integrity of structures on the property.

b. If trees are removed then stumps must be removed or concealed and the area is to be landscaped.

2. **Planting Trees and Shrubbery** Submittal of an “ACC Request For Change/Modification Form” **is not required** for planting, moving or removing ornamental trees and shrubbery.

a. An “ACC Request For Change/Modification Form” must be submitted for Screen Planting (row or cluster style) and Property Line Plantings.

b. Requests must include a description of the sizes and types of trees or shrubs to be planted and a Scaled Site Plan showing the relationship of plantings to the house and adjacent dwellings.

M. DRAINAGE

Covenants, Article VI, Use Restrictions and Rules, Section 14. Drainage.

“Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.”

N. SIGHT DISTANCE AT INTERSECTIONS

Covenants, Article VI, Use Restrictions and Rules, Section 15. Sight Distance at Intersections.

“All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.”

O. CLOTHSLINES, GARBAGE CANS, WOODPILES, ETC

Covenants, Article VI, Use Restrictions and Rules, Section 16. Clothesline, Garbage Cans, Woodpiles, Etc.

“All clotheslines, garbage cans, woodpiles, swimming-pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property, all constructor debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.”

1. Storage: All lawn and garden equipment, portable recreation equipment, canoes, and wood piles shall be kept in a garage or screened by adequate planting or approved fencing so as to be concealed from view by neighboring residences and from the street.
2. Garbage and Trash Cans: Containerized household trash and/or garbage cans and any landscape trash and debris are to be placed at the curb no earlier than 6 PM on the day prior collection and are to be removed from the curb no later than 9 PM on collection day.
3. Firewood: Firewood is to be stacked neatly and screened from street view.
 - a. Woodpiles may be covered by tarps only in dark earth-tone solid colors;
 - b. Alternate Firewood Storage methods may be approved by submitting an ACC Request for Change/Modification
4. Clotheslines: Clotheslines shall be screened so as to be concealed from view of neighboring streets and adjacent properties.

P. SUBDIVISION OF A LOT

Covenants, Article VI, Use Restrictions and Rules, Section 17. Subdivision of Lot.

“No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however hereby expressly reserves the right to replant any Lot or Lots owned by Declarant. Any such division, boundary line change, or replanting shall not be in violation of the applicable subdivision and zoning regulations.”

Q. GUNS AND FIREARMS

Covenants, Article VI, Use Restrictions and Rules Section 18. Guns.

“The use of firearms in the Community is prohibited. The term "Firearms" includes "B-B" guns, pellet guns, and small firearms of all types.”

R. FENCES

Covenants, Article VI, Use Restrictions and Rules Section 19. Fences.

“No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any lot, without the prior written consent of the Architectural Control Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event will a chain link fence be approved. The foregoing prohibition shall not, however apply to chain link fences installed by or on behalf of Declarant in connection with Community recreational facilities, if any, constructed by or on behalf of Declarant.”

1. Owners are responsible for the maintenance and appearance of all fences and associated landscaping on their properties.
2. Community Standards for confinement of Dogs and other Pets, cited above in *Section F. ANIMALS AND PETS*, as well as in the *Covenants, Article VI, Use Restrictions and Rules, Section 7. Animals and Pets*, will apply where the intended use of the planned fence is or, within the durable life of the installation, may be for Confinement of Pets.
3. Owners are responsible for having the fence site flagged or marked by the ***Georgia 811 Utility Protection Service*** by contacting ***Call Before You Dig*** (Call 811 or 1-800-282-7411) prior to construction.
4. An “ACC Request For Change/Modification Form” must be submitted to the Architectural Control Committee and must include the following information:
 - a. A scaled Site Plan showing exact location of the proposed fence, dimensions, gates, Property Lines, Building Lines, recorded Easements and known underground utilities and meters; existing fencing along common property lines between adjacent Lots shall be shown;
 - b. A Scaled Elevation Drawing or Picture of the fence, gate and hardware styles, and a listing all materials being used, dimensions including height span between posts, post size, and crossbeam size and number of rails;
 - c. Paint or Stain Color;
 - d. A site plan denoting the location of the fence together with information as to
 - e. Acknowledgment of adjacent property owners’ approval, disapproval or comment on proposed fence construction.

Calamar Community Standards 2012

5. All fences shall conform to the following Community Standard:

- a. Standards for confinement of Dogs and other Pets cited above in
- b. No chain link or wire fencing is to be used;
- c. The maximum height must not exceed 6 feet;
- d. The maximum span between posts shall be 10 feet;
- e. The minimum post size shall be 4x4 inches

5. The lateral framing members of wood “Privacy Fences” shall not be visible from the street and finished sides of the fence must be turned to the outside when visible from the street;

6. Wood fences may be left natural or finished to coordinate with the house exterior trim colors;

7. Fences shall not be located closer to any street than the rear edge of the home. On corner lots, the application is evaluated on a case by case basis due to lot configurations and house placement. Fence approval for corner lots will require more landscaping and set-back distances.

5. A Site Inspection will be conducted by a majority of the Architectural Control Committee; Owners of Lots sharing a common boundary to be fenced will be interviewed in conjunction with the Site Inspection; the Owner may be requested to stake out or flag the corners of the proposed fence; factors to be considered and evaluated by the ACC for approval include without limitation:

- a. Maintenance aspects of requested materials and finishes relative to weathering and deterioration;
- b. Objections and Comments by Owners of Lots sharing common boundaries to be fenced
- c. Accessibility for maintenance to property between fences;
- d. Landscaping required to soften the view from the street;
- e. *Minimum height requirement established by the county for a private pool fence;*
- f. Compatibility (style and finish) of proposed fence to any existing fence on adjacent properties;
- g. Whether the proposed fence is Proportionate to the Scale of the home and lot;
- h. Whether drainage will be adversely affected on the Owner’s Lot or on any adjacent Property, or whether ground water will accelerate deterioration of the installed fence;

Calamar Community Standards 2012

- i. Whether access to Utilities will be adversely affected by the installation, and whether passage of service vehicles are provided a means of access to recorded easements, to include, without limitation, storm sewers, power, water, cable and gas utilities.

S. UTILITY LINES

Covenants, Article VI, Use Restrictions and Rules, Section 20. Utility Lines.

“No overhead utility lines, including lines for cable television, shall be permitted within the Community except for temporary lines as required during the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.”

T. AIR CONDITIONING UNITS

Covenants, Article VI, Use Restrictions and Rules, Section 21. Air Conditioning Units.

“Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed.”

1. Air Conditioner Compressor Units visible from the street must be screened by an approved method.
2. Window air conditioners are not approved for use.

U. LIGHTING

Covenants, Article VI, Use Restrictions and Rules, Section 22. Lighting.

“Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Architectural Control Committee.”

1. **Exterior Landscape & Security Lighting** Except as provided below, an “ACC Request For Change/Modification Form” must be submitted for all exterior light of lighting fixtures not included as a part of the original structures. An “ACC Request For Change/Modification Form” is not required if the lights meet the following criteria:
 - a. Lighting does not exceed 12 inches in height;
 - b. The number of lights does not exceed 10
2. Individual lights must not exceed 100 watts, are white or clear non-glare type and located and aimed to cause minimal visual impact on adjacent properties and streets.

V. HARDSCAPES, EXTERIOR DECORATIONS, SPORTS AND PLAY EQUIPMENT

Covenants, Article VI, Use Restrictions and Rules, Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items.

“No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Architectural Control Committee.”

1. **Installation of Decorative Objects** An “ACC Request For Change/Modification Form” must be submitted and Approved for Any Decorative Objects on the Exterior of any Home.
2. **Flag Poles** An “ACC Request For Change/Modification Form” is not required up to two flag staffs attached to the front or sides of a house. Freestanding poles require ACC approval.
3. **Plants and Flower Pots** Potted Plants that coordinate with exterior home colors and containing evergreens/flowers do not require submission of an “ACC Request For Change/Modification Form”
 - a. The number, variety and proportion of Plantings and Potted Plants should be consistent with the style and colors of the house.
 - b. Owners are responsible for maintaining and keeping all Plants healthy and neatly trimmed.
 - c. Artificial plants are not permitted as outside foliage/decoration.
4. **Vegetable Garden Plots** An “ACC Request For Change/Modification Form” is not required for garden plots if all the following guidelines are met:
 - a. The plot is located behind the rear line of the house so as to minimize the visual impact on adjacent properties or from the street; and
 - b. The size of the plot is limited to 150 square feet.
 - c. All garden plots must be cleared at the completion of the growing season.
5. **Landscaping Maintenance** The general appearance of each lot, including Landscaping equally with the House thereon, shall conform to the level of upkeep outlined in these *Community Standards*; these Standards include, but are not limited to:
 - a. Repairing and painting and other appropriate external care of all structures;
 - b. Over-seeding and restoring lawn grasses;
 - c. Watering, fertilizing, mowing and edging lawn grasses. Lawns should be mowed and edged on a regular basis during the growing season;

Calamar Community Standards 2012

- d. Pruning and trimming trees and shrubbery, hedges and other vegetation on a regular basis during the growing season.
- e. All foliage shall be kept trimmed sufficiently so that safe lines of visibility to both Motorists and Pedestrians alike are not obstructed;
- f. Regular removal of "volunteer" or "wild" growth of weeds or non-landscape quality vegetation, dead bushes, and fallen tree limbs;
- a. Prompt repair of any barren lawn areas to reduce erosion potential;
- b. Renewal of pine straw or bark mulch used in islands or naturalized areas are required at least annually.

7. New or Modified Landscape and Hardscape Installations. Architectural Control Committee approval of a Landscape or Hardscape project is required when the activity will result in major changes to existing landscaping or when grading or contour modifications are required; "Applications for Change/Modification" of Landscaping must include:

- a. A Scope Of Work to include, without limitation: demolition, debris removal, installation of underground wiring, irrigation lines;
- b. A Scaled Site Plan to include, without limitation, both existing and proposed: areas for demolition, Underground Wiring, Irrigation, existing House and Other Structure footprints; Driveways, Walkways, Patios, Terraces, Decks, Retaining Walls, Terraces, Water Features, and other permanent structural features, as well as Property Lines, Building and Setback Lines, Easements and any known underground installations.
- c. Start and Completion dates.

8. Private Tennis Courts are not permitted.

9. Play Equipment An "ACC Request For Change/Modification Form" must be submitted for all play equipment. The following guidelines apply:

- a. The play equipment shall be located in the rear yard and within the extended/sidelines of the house;
- b. The play equipment shall be located within a screened fence area of the rear of the house, if yard is fenced;
- c. The play equipment shall be sized and located such that it will have minimal visual impact on adjacent properties.
- d. Trampolines shall be screened by adequate planting or approved fencing so as to be concealed from view by neighboring residences and from the street. In most cases trampolines

Calamar Community Standards 2012

will require approved fencing to adequately shield from view;

e. Play equipment (except basketball goals) are strongly suggested to be of wood construction, environmentally and aesthetically compatible. Metal or plastic play equipment will generally require more fencing and landscaping to shield from view and will generally be required to be painted to blend into the surrounding environment (earth-tones).

f. **Baseball backstops or Similar Purpose Structures** require an “ACC Request For Change/Modification Form”; such structures will be considered as Special-Purpose Fencing, not Play Equipment, and must comply with the Fence Standards.

6. **Play Houses and Tree Houses** An “ACC Request For Change/Modification Form” must be submitted for all play houses and tree houses. The following guidelines apply:

a. Play Houses and Tree Houses shall be located in the rear yard and within the extended/sidelines of the house and must be located where they will have minimal visual impact on adjacent properties:

b. In most cases, materials used must match existing materials of the home;

c. Play Houses or Tree Houses may not be larger than 100 square feet or 12 feet in total height.

d. Playhouses and Tree Houses, must be maintained in the condition As Approved; all modifications, to include changes in materials, colors, additions or relocation of an Approved structure require submittal of a new “ACC Request For Change/Modification Form”.

10. **Basketball Goals** An “ACC Request For Change/Modification Form” is required whether the Goal is permanently installed or mounted on a moveable base; approval shall be based without limitation on the following considerations:

a. Goal is located toward the rear of the house as possible with least possible view from the street and neighbors;

b. Goals may not be mounted on the House;

c. Backboard is white, beige, clear or light gray, other colors will be considered if muted;

d. Post is painted black;

e. If freestanding or portable, one rectangular guideline surrounding the hoop is permissible:

f. Basketball goals shall be maintained to the condition as originally installed;

11. **Soccer Nets, Bike Ramps, and Other Portable Apparatus:** No “ACC Request For Change/Modification Form” is required for any Sports Apparatus which is not permanently

Calamar Community Standards 2012

installed except Basketball Goals,

- a. Soccer Goals shall not be left in view of the street when not in use;
- b. Goal is located toward the rear of the house as possible with least possible view from the street and neighbors

W. ENERGY CONSERVATION EQUIPMENT

Covenants, Article VI, Use Restrictions and Rules, Section 24. Energy Conservation Equipment.

“No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.”

1. **Definition:** “Other Energy Conservation Equipment as referenced in the *Covenants* and in these *Community Standards* shall be defined as the Category of devices installed for the conservation of energy on the Property of any Homeowner party to the *Covenants*; this Category includes, without limitation, Solar Energy Collector Panels, Wells, Replacement Windows, Doors and Sashes, and Water Collection Systems.
2. **Installation of Energy Conservation Equipment** on the exterior of any Structure requires Submittal and Approval of an “ACC Request For Change/Modification Form” prior to installation.
 - a. All Energy Conservation Equipment to be installed shall meet industry standards and shall be installed in accordance with applicable Building Codes;
 - b. Owners are responsible for securing any required Permits and for having tin-ground installation sites marked by the *Georgia 811 Utility Protection Service* by contacting ***Call Before You Dig*** (Call 811 or 1-800-282-7411) prior to construction.
 - c. No Solar Collection panels or Other Energy Conservation Equipment shall be visible from the street.
 - d. Passive Energy Conservation Equipment, such as Replacement Sash Glazing, shall present an exterior appearance indistinguishable from the original architectural glazing.

X. PRIVATE SWIMMING POOLS

Covenants, Article VI, Use Restrictions and Rules, Section 25. Above Ground Swimming Pools.

“Except as may be permitted by the Architectural Control Committee, above ground swimming pools shall not be erected.”

1. **Children's Portable Wading Pools** An “ACC Request For Change/Modification Form” is not

Calamar Community Standards 2012

required to be submitted for children's portable wading pools (those that can be emptied at night) as long as they do not exceed 18 inches in depth and whose surface area does not exceed 36 square feet Portable wading pools must be stored when not in use.

2. Above-Ground Pools: Above-ground pools are prohibited.
3. In-Ground Pools: An “ACC Request For Change/Modification Form” must be submitted for all in-ground pools. The following information is required:
 - a. Appearance, height, and detailing of all retaining walls must consistent with the architectural character of the house; some terracing may be acceptable;
 - b. Privacy fencing must meet in Section R, Fences, Community Standards;
 - c. Maximum pool area is 1,000 square feet;
 - d. Glaring light sources which can be seen from neighboring lots may not be used;
 - e. Landscaping enhancement of the pool area and screening with landscaping is required.
4. Hot Tubs An “ACC Request For Change/Modification Form” must be submitted for exterior hot tubs.
 - a. Hot tubs must be screened from adjacent properties and streets.

Y. MAILBOXES

Covenants, Article VI, Use Restrictions and Rules, Section 26. Standard Mailboxes.

All residences in the Community shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Architectural Control Committee.

1. An “ACC Request For Change/Modification Form” is not required to replace the mailbox post of mail box.
2. All mailbox posts are to be the same throughout the community. The posts are to be constructed of cedar and are to be built or purchased to match the approved design. The design can be obtained from the Architectural Control Committee.
3. Mailboxes are to be black in color and mailbox size is conform to postal regulations.