

Lee's Crossing Homes Association, Inc.

Architectural Controls and Community Guidelines

Revised: January 1, 2023

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What are Architectural Control Committee (“ACC”) Standards?

The ACC standards are created to enhance and clarify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lee’s Crossing (hereafter referred to as “Covenants”). These ACC standards provide the basis for a common understanding of the design objectives and standards by all those involved in creating this neighborhood and most importantly by current and future residents. If a conflict exists between the ACC standards and the Covenants, the Covenants will control. Likewise, should a conflict exist between the ACC standards or the Covenants and the Official Code of Georgia, the Official Code of Georgia will prevail.

The Covenants “run with the land” and pass automatically with any title transfer to a new homeowner or occupant. The existing homeowner should make all reasonable efforts to make the new homeowner or lessor aware of the Covenants and ACC standards. If the property is leased, the homeowner must provide the Homes Association with the name and address of the lessor and lessee.

The Covenants and the Association bylaws call for the Board to appoint a committee or representative to handle certain parts of the review and / or approval process, and the Board has appointed a Property Manager to fill that role. Nonetheless, the Board is still responsible for the overall operation of the architectural control process and still reserves ultimate authority to review requests for modifications, and / or hearings regarding violations. The Board may update the ACC standards when it believes such changes are appropriate under the circumstances.

The Change Request Process

Property Manager approvals are not to be in any way construed as a statement as to the viability of or adherence to governmental ordinances or codes of any proposed modification. Property Manager approvals are in no way to be construed as a guarantee that the approved project is in any way fit for its intended purpose, or meets safety standards. Property Manager approvals are based entirely on the anticipated aesthetic appearance of the project and potential adverse impact to the remainder of the subdivision based on the submitted specifications. Improvements made to any lot or dwelling must be done in a professional manner consistent with the overall subdivision.

A change request must be made when a homeowner wishes to make an alteration or improvement to their property. Examples are repainting, building a fence, significant landscape changes, etc. The majority of change requests are approved by the Property Manager. A change request must be submitted in writing on a standard form to the Property Manager. The form can be obtained from the Property Manager, and will also be included in the newsletter periodically.

If the change request is approved, the homeowner is notified in writing by mail and the process ends. If the change request is generally acceptable, but the Property Manager feels there are minor details to work out, he will contact the homeowner and attempt to do so.

If the Property Manager does not approve the change request, the homeowner is notified in writing.

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If a change requested is not approved, a homeowner may appeal in writing to the Property Manager. The Property Manager will arrange a meeting time with the homeowner and the Board. If the Board agrees with the Property Manager, the change request is denied. If they agree with the homeowner, approval is given and the Property Manager is notified.

An approval may not be granted for any use expressly prohibited by the Covenants.

Violations

A violation occurs when the homeowner is not in compliance with at least one item in the ACC standards or in the Covenants. Such violations are ordinarily discovered during the regular inspections by the Property Manager. Homeowners may also report violations directly to the Association or the Property Manager. The Association and the Property Manager shall make reasonable efforts to avoid disclosing that a violation was discovered via homeowner report.

Occasional Violations versus Chronic Violations

With occasional violations, the expectation is that the homeowner will cooperate with directives from the Property Manager, and the parties can resolve most issues with a friendly letter and possibly an extension of time to remedy as deemed appropriate. Most such violations are remedied before fines and / or other sanctions are needed. Genuine differences in opinion between the homeowner and the Property Manager are expected to be resolved by an appeal to the Board.

Chronic violations occur when the same or similar violations by a homeowner of Covenant provisions or Association Rules occur frequently (three or more times in any twelve month time period or when more than six violations occur within the prior twelve months, even if those violations are not similar in nature). Advance knowledge of the continued violations by the homeowner would be inferred by the homeowner's conduct. While an appeal to the Board will still be available to the homeowner, fines for chronic violations will begin upon mailing of the initial notice of the violation.

The Property Manager shall notify chronic violators that the Property Manager and / or the Board considers them as a chronic violator. Chronic violation status will be terminated when the homeowner has not received a violation notice, nor has had any uncured violation within the last twelve months.

Friendly Request Letter

Except when it is necessary to address chronic violations, unauthorized construction or other substantial violations in progress, the Property Manager will mail a "Friendly Request" letter to the homeowner stating the violation. The letter will request that the homeowner correct any violations, contact the Property Manager to discuss the problem and that the Property Manager will be following up in 15 days.

Violation Corrected following Friendly Request Letter

Whether or not the homeowner contacts the Property Manager, if the homeowner corrects the problem within 15 days of receipt of the Friendly Request letter, the process ends.

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Violation Letter and Extension of Time Needed to Correct Violation

If the homeowner does not correct the violation within 15 days of the Friendly Letter or does not immediately stop unauthorized construction or other substantial violations in progress after written or personal notification by the Property Manager, the Property Manager will send a “Violation” letter to the homeowner by regular mail restating the violation, the required corrective action and the additional time to complete (15 days, except that additional time does not apply regarding the cessation of unauthorized construction or other substantial violations in progress). The violation letter should also state that the homeowner may request an extension of time to comply, if the corrective action cannot be reasonably completed in 15 days. Lastly, the Violation letter should state that the Association will be forced to take further action, if the homeowner does not correct the violation or does not receive an extension of time.

Fine Letter following a Friendly Letter and a Violation Letter

The Property Manager will follow up on the deadline for corrective action (as either stated in the Violation letter or as extended following the homeowner’s request). If the homeowner does not complete corrective action within the specified deadline, the Property Manager will send, by both certified mail and regular first class mail, a “Fine” letter initiating fines against the owner and the owner’s property until all corrective action is completed. The Fine Letter must include that the homeowner has the right to appeal to the Board in executive session at a meeting scheduled by the Board and must include the address where such correspondence should be sent.

Fine Letter for a Chronic Violator

For any homeowner who is considered a chronic violator (previously defined herein), the Property Manager shall make the first letter to the homeowner a fine letter sent by certified mail describing the violation and stipulating that the fines shall begin upon the Property Manager’s mailing of the fine letter. Such letter shall include that the homeowner has the right to appeal such fine or violation to the Board and shall include the address where such correspondence should be sent. The owner’s written appeal must be received by the Board within ten days of the Property Manager’s mailing of the fine letter. If the Board receives a timely appeal, the appeal will be held at an executive session scheduled by the Board.

Homeowner Disputes Violation

The homeowner may dispute the violation after receiving the Friendly Request letter, the Violation letter or the Fine letter. Disputes must be in writing and delivered to the Property Manager. Reasons for disputing the violation include a) whether the violation exists at all, b) an alternative remedy for the violation (e.g. pressure washing instead of painting), or c) the amount of time to correct the violation. The Property Manager may approve all reasonable requests for alternative corrective action.

Fines

The fine for all continuing violations is \$25 per day. Chronic violations shall include a \$150 fine for the first day (the day the fine letter is mailed) and \$25 per day thereafter while the violation continues. If the chronic violation had ceased, but reoccurs within the next six months, a new fine letter will be

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sent, but with a \$250 first day fine. Fines for single-occurrence violations (such as vandalism of common property) must be in an amount determined to be reasonable by the Board. After the matter is turned over to the Association attorney, contact will be between the homeowner (or his or her attorney) and the Association's attorneys. The fines will continue to accrue until the problem is corrected. The attorney will be instructed to seek any remedy allowed under law and / or equity including, but not limited to, injunctive relief.

Appeals

A request for an appeal to the Board may be made after a friendly or violation letter and must be within 10 days after the receipt of a fine letter. All requests for a Board hearing must be made in writing to the Property Manager. In order to be consistent with all homeowners, appeals will only be heard by Board members in executive session during a meeting scheduled by the Board. The Property Manager will forward the request to the Board and will coordinate a meeting time with the Board and the homeowner. For non-chronic violations, fines will be tolled between the time the homeowner requests an appeal and the determination of the Board. For chronic violators, fines will continue after the request for an appeal. If the Board agrees with the homeowner at the hearing, they will notify the Property Manager, all fines will be waived and the process will end. If the Board agrees with the Property Manager, the homeowner may be given an amount of time to correct the problem, and this information is passed back to the Property Manager. If the problem is corrected in that time, the process will end and the Board may waive all or part of the fines. If the problem still exists at the end of that the time to correct, the fines will continue until the violation is corrected.

Variances

The Property Manager and / or the Board may vary from these procedures if such is determined to be appropriate in their reasonable discretion, but any such variance shall comply with the Covenants and Association Bylaws.

Things That Normally Do Not Require Approvals

Improvements within Dwellings, Including Window and Door Treatments

Improvements within dwellings, other than modifications or alterations of exterior windows or doors, are solely at the discretion of the homeowner. Signs, whether lighted or not, banners, flags, paintings, curtains with loud patterns or loud colors may not be placed on windows or doors so as to be apparent when viewed from the street or neighboring properties. Window and door treatments are not required, but if used, shall be traditional items such as blinds, curtains, shades, shutters, etc. and, when viewed from the exterior, must be neutral in color. All such treatments must be maintained in good condition (for example, no missing or broken blinds). The employment of non-traditional window or door treatments shall be prohibited without the express, written permission of the Property Manager.

Repainting of exterior of home with no changes to color or hues from existing scheme.

No approval is required for repainting in the existing colors, unless the Owner has previously been given notice that the existing colors must be changed to a new approved color when repainting is required.

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Things That Do Require Approvals

Additional Structures

Property Manager approval of the location, design, building materials, dimensions, and landscaping is required prior to construction of any such building or structure. The following standards will be followed.

Storage, garden sheds or any other outbuildings:

are small buildings (the footprint may not exceed 12' x 14') designed to hold household gardening equipment, bicycles, patio furniture, etc.

must reside completely within your property boundaries

must be a permanent structure

must have a permanent foundation (i.e. concrete slab, footer, cement blocks)

must be located in the back 25% of the lot, hidden as much as possible from view from the street

must have a shingled roof coordinated with the color and appearance of the shingles on your home, except that the Board, in its discretion, may approve standing seam, color coordinated metal roofing. Silver or tin color metal roofs are not allowed

must have a hip or gable style roof – single slope or shed style roofs are not allowed, except for porches.

must have siding materials which match the construction and appearance of the home (lap siding is permissible if the home is brick or stucco)

may require the planting of small shrubs (i.e. holly's) around the perimeter

that are prefabricated metal or vinyl (sides and/or roofs) are not permitted on any lot

colors must either match the colors of the home or be complimentary and be approved by the Property Manager.

Antennas and Satellite Dishes

No transmission antenna, of any kind, may be erected anywhere on a lot. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any lot except with Association approval. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may be installed without prior Association approval, but only in the least conspicuous location available on the lot which permits reception of an acceptable signal. When reasonably feasible, installations must be inconspicuous from the street and to neighboring properties. Masts shall be used only when required for an acceptable signal, and must not exceed 12' in height without Association approval. Wires

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serving antennas and satellite dishes must be concealed to the greatest extent reasonably possible. The Association may require reasonable screening and painting of antennas, satellite dishes and components.

Basketball Goals

Backboards should be placed in such a manner for the least possible interference to the neighboring property. The backboard should also be placed in a position to minimize its visibility from the street; i.e. perpendicular to the street and near the front line of the home is preferable. Backboards must be mounted on a pole (not, for example, on the siding on the home). Poles and backboards must receive adequate maintenance for eye appeal.

Driveways and Sidewalks

Any modification to or construction of a driveway or sidewalk must have Property Manager approval. Driveways, sidewalks and parking pads must be concrete and / or pavers – gravel or asphalt will not be approved. Driveways with split tracks (i.e. two strips of concrete with a strip of grass in the middle) will not be approved. Parking pads in front yards may not be between the perpendicular sightlines extending from the home to the street. Notwithstanding the above, the Board may approve parking pads between the perpendicular sightlines extending from the home to the street for homes that are L shaped. Parking pads near to or contiguous to the street will not be approved. A second driveway to a home will not be approved by the Property Manager, unless the second driveway is to a drive under garage (under the main body of the house – not under a porch or deck). Overnight parking in such a second driveway (including any contiguous pad) must be limited to one vehicle. The material used in the construction of the second driveway must match the first driveway (i.e. one driveway cannot be pavers and the other driveway concrete). This paragraph shall not be construed as to prohibit Property Manager approval of a circular driveway.

Exterior Changes, Major

Nearly any conceivable major modifications to the exterior of the main dwelling must have Property Manager approval. The list of modifications includes but is not limited to awnings, canopies, patios, and decks.

Decks must be constructed of natural colored wood unless a variance is requested and approved. Any change or additions to the structures on the lot must be consistent with the materials used in the main dwelling, but not limited to trim, siding and roofing materials, doors and color.

Vinyl or aluminum siding will not be approved by the Property Manager or Board, except as a replacement of existing damaged siding of the same type and only if the area which needs replacement does not exceed one fourth of the total area of the siding. Such replacement must be approved in advance by the Property Manager.

No house, garage, playhouse, outbuilding, fence, wall or any other aboveground structure, or shrubs, flowers, or other vegetation which obstruct horizontal sight lines at elevations between two (2) and six (6) feet above the street shall be erected, placed, planted, or permitted to remain on any portion of any corner Lot within such Lot and the right-of-way and a line connecting said common boundaries at

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points thirty (30) feet from the intersection of said common boundaries. In the case of any rounded corner Lot, the thirty- (30) feet must be measured from the point formed by the intersection of said common boundaries as extended. The same sight line limitations must apply to the area of every Lot within a ten (10) foot radius emanating from the intersection of any boundary line of any Lot with the edge of a driveway way pavement. Trees may be planted and maintained within any of such areas in the foliage line if maintained at a sufficient height to prevent obstruction of such sight lines.

Exterior Changes, Minor

Nearly any conceivable minor modifications to the exterior of the main dwelling must have Property Manager approval. The list of modifications includes but is not limited to changing colors to siding, trim and/or shutters. If in doubt, request approval.

The design standard we wish to maintain is to have colors that are typically found on traditional, colonial style homes. Muted tones and hues consistent with other homes already in Lee's Crossing will normally be approved.

Fences

The location, construction, material, design and color of all fencing material must require the prior approval of the Property Manager. The finished side of all fences must face the exterior of the lot. No chain link fencing, including colored chain fabric material, is permitted on any lot. Fences can be a maximum height of six feet, except that the Board, at its discretion, may approve a height of up to 8' for a privacy fence for a back yard with a pool where the topography of the surrounding lots does not afford reasonable privacy otherwise. No walls or fences may be erected or maintained on any Lot nearer to the street front than the front building line as set forth and as may be shown on the Plat

Flags

One American flag and one US school flag (including a combination flag such as Georgia / Auburn) may be displayed on a staff extending from the garage, the front stoop, or the rear of the house contiguous to a backyard deck or patio. Additionally, a second American flag may be displayed on a staff extending from the mailbox post. All flags displayed must be properly maintained, be neat and attractive in appearance, and must be of appropriate size not to exceed six square feet in area. The maximum length of any staff shall be six feet in length.

One other flag or banner may be displayed that is decorative in the opinion of the Property Manager and depicts the changing of the seasons, flowers, and / or the word "Welcome". Such a flag or banner may not communicate social justice or political messaging.

Other flags, banners, and / or flag or banner replacements are prohibited without the written permission of the Board.

Garage Sales

Garage sales may not last more than two days and each residence must have no more than three sales per year.

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Landscaping, Lawn Maintenance and Gardens

Changes to landscaping must be approved by the Property Manager who shall consider if the amount and character of the planned landscaping conforms to the precedent set in the neighborhood. Specific diagrams and details must accompany requests for landscaping changes. Landscaping must relate to the existing terrain and natural features of the Lot and should utilize plant materials that are commonly found in the Southeastern United States.

The design, construction, and installation of planting islands, structures, statuary, fountains, and other similar decorative items must also receive prior approval of the Property Manager. Landscape benches and sculpture must fit naturally into the topography of the Lot and must be located to provide minimal visual impact to surrounding properties and streets.

Maintaining and caring for the grounds of each Lot (whether improved or unimproved), including, but not limited to, trees, shrubs, grass and walks, must be performed on a routine basis. Lawns are to be seeded, watered, and mowed (normally once per week in growing season) so that they do not detract from the overall appearance of the neighborhood in the opinion of the Property Manager. Lawns are to be edged where the lawn meets the driveway, sidewalk, or street. Front lawns may not be “natural” but must consist of grass and neatly defined, weeded, edged and mulched beds. For the purpose of these standards, mulch is defined as pine straw, chipped bark, shredded or chipped wood. Shredded or chipped wood or bark shall be natural in color or shall be dyed tan, brown, dark green, dark orange, cedar red or black. If a resident desires to use other bedcover materials, such as ground rubber (dyed the same colors as the chipped wood) or earth toned river gravel (not to exceed #57 in size), then the resident must apply in advance to the Property Manager who may approve at his or her discretion. The use of river gravel or ground rubber as bedcover requires an edging material to prevent the distribution of this material beyond the perimeter of the bed. The use of chipped slate, crusher run, ground white marble or other similar products will not be approved as bedcover. Notwithstanding the above, upon the prior approval of the Property Manager or Board, rock or stone of varying sizes may be used as a border around beds and or used to inhibit erosion in areas with problematic drainage issues.

Changes to the grade of a lot requires Property Manager approval, and such changes must not adversely affect drainage to neighboring lots. Severe erosion or sinking of the ground that creates an unsightly and / or dangerous condition must be promptly corrected by the Owner.

Trees, hedges, and shrubbery throughout the lot should be pruned so as to maintain an attractive appearance of the lot and home. The owner may be required to remove trees, hedges and shrubs that, in the judgment of the Property Manager, are too overgrown or too dense to be effectively pruned.

Foundation plants in front of a home are required and must be pruned so as to frame the doors and windows of the home – not to obscure. Foundation plants and plants in window boxes should ideally not obscure any part of front windows or doors but at a minimum, such plants should be pruned so as not to block front doors or the upper 2/3rds of the front windows when viewed from the street. Plants in front of railings on front porches should be pruned so that the tops of the railings are visible when viewed from the street. Plantings around mailboxes must be neatly maintained and must be pruned so that the box and the number placard are easily visible.

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Healthy hardwood trees measuring six (6)" or more in diameter at a point two (2) feet above ground level, flowering trees, shrubs or evergreens (excluding pine trees) may not be removed, radically pruned or trimmed on any lot without prior approval of the Property Manager, unless located within ten (10) feet of the primary dwelling. Pine trees may be removed at the Owner's discretion.

Although it is permissible to remove diseased, damaged and dead trees without approval of the Property Manager, it would be advisable to discuss the removal of such trees with immediate neighbors to prevent misunderstandings. Additionally, pictures must be provided to the Property Manager to verify that any removed trees were in fact dead, damaged or diseased. The Association may require that dead, damaged or diseased trees be replaced with other trees or landscaping.

Owners may use netting and other means to protect plants from foraging deer, but plant cages shall not be used, except in back yards.

There is no approval necessary to plant or maintain one live flower and or one vegetable garden in the backyard as long as its use is only for the homeowner, not commercial in nature and does not exceed fifteen feet by fifteen feet in size (larger gardens require approval). Vegetable gardens will not be approved in front yards.

Mailboxes and posts

All mailboxes must be black and of a style approved by the Property Manager and consistent with generally accepted standards in the surrounding neighborhood. All mailbox posts and plaques must be of a style and color approved by the Property Manager and consistent with generally accepted standards in the surrounding neighborhood (for convenience and avoiding paint that does not match, the Association furnishes paint for posts and plaques at no charge). Replacement mailbox posts and number plaques are available through the Association at no charge to the homeowner (contact any Board member for details). Only one mailbox per lot is permitted, and all residences must maintain a curbside post and mailbox.

Playhouses, Recreational and Playground Equipment

All recreational and playground equipment, including but not limited to, picnic tables, table and chair sets, outdoor fireplaces and fire pits, spas, hot tubs, swing sets, etc., must have size, location and construction materials approved by the Property Manager. Except for basketball goals, such equipment may not be kept outside the house, in front of the rear lines of the home, except on a temporary basis. For a home located on a corner lot where the part of the yard where the equipment is to be placed is contiguous to a street, such equipment must be behind the rear lines of the house and also be located within the side lines of the house (unless such equipment is located within a fenced back yard).

Playhouses must also be located in the backyard where they will have minimum visual impact on the surrounding properties (preferably not placed within ten (10) feet of any property line or easement). If the playhouse is not generally recognized as a toy (i.e. Little Tykes, Fisher Price, Step 2, etc.) it should be made of either lapped siding or the same materials as used in the main dwelling. Roofing must be shingles and the color should be complimentary to the main dwelling.

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Play equipment should be maintained in appearance as to not pose a nuisance to neighbors.

No tree houses are permitted on any lot.

Recreational Courts

Property Manager approval is required for construction of any permanent court including, but not limited to tennis, volleyball, and/or basketball.

Signs

No signs, advertising posters or billboards of any kind (with exceptions being given for legal proceedings), may be erected, placed, or permitted to remain on the Property without Property Manager or Board approval. Additional exceptions are for: one professional security sign in one ground floor window or door of a dwelling, not to exceed eighteen (18") square inches in size; one weather-resistant, professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size, on a Lot being offered for sale or for lease; two weatherproof, professionally lettered political sign supporting a candidate for election. Campaign signs, cannot exceed two feet by two feet in size and must be removed within twenty-four (24) hours after Election Day (the definition of Election Day shall also include runoffs in which a candidate is included). The Board has the right to erect reasonable and appropriate signs on behalf of the Association on the common property.

In addition to the above, pursuant to authority provided in the covenants, the Board has hereby approved the following regulations for signage on individual lots:

Signs and related decorations regarding new births, birthdays, and / or anniversaries may be erected for a maximum of ten (10) days for such an occasion. A sign regarding graduation and a sign regarding student of the month may be erected for a maximum of four (4) weeks and may not exceed two feet by two feet in size.

Signs regarding garage or estate sales may be erected to a maximum of five (5) days. Such signs may not exceed eighteen inches by eighteen inches.

As the restrictions regarding the COVID 19 pandemic have been greatly lessened, the display of previously allowed signs relating to the COVID-19 pandemic (such as Teachers or Healthcare Workers are our Heroes, Socially Distance, Drive like your Kids Live Here, etc.) must cease as of May 31, 2021. Because of the prevalence of early and absentee voting, signs relating to candidates for election shall be allowed on a lot sixty (60) days in advance of the date of the election. On these signs, each side of the sign may promote different candidates.

One sign promoting a contractor providing renovations or improvements to an individual property (such as a landscaper, roofer, painter, etc.) may be maintained on a lot for a maximum of ten (10) days provided that the sign does not exceed eighteen inches by eighteen inches in size, is weatherproof, is professionally prepared and is maintained in good condition.

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One security sign not to exceed one square foot in size and the top of which is not to be installed more than eighteen inches above the ground in the yard and not more than fifteen feet in front of the home shall be allowed.

Signs that are not expressly provided for herein are not allowed. Such prohibited signs shall include, but not be limited to, political messaging and / or social justice messaging signs.

One sign promoting a school (or schools) may be maintained on a lot during the school year (September to May) provided that the sign does not exceed eighteen inches by eighteen inches in size, is weatherproof, is professionally prepared and is maintained in good condition.

Notwithstanding anything else herein to the contrary, the total number of signs from the combined pandemic, political candidacy, garage or estate sales, and school promotion categories must not exceed two per individual lot.

The time limits specified herein regarding placement of signs will not be renewed by a temporary removal and subsequent reinstallation.

Electronic signs, signs which change mechanically, signs containing vulgar language or images in the opinion of the Board or Property Manager, and / or illuminated signs are prohibited. With the exception of security signs or signs legally required to be placed on the home, all such signs may only be displayed in the yard and the bottom of the sign is not to be elevated more than eighteen inches above the ground. Notwithstanding the above, the bottom of real estate for sale signs mounted on mailbox type posts may be elevated up to three feet above the ground.

The Board may consider for approval, upon individual written request, signs which do not fit in the above categories.

Solar Panels

The installation of solar panels requires approval from the Board. Approved panels may only be mounted on the rear roof of the house, must be parallel to the roof line and must be inconspicuous from the street. Notwithstanding the above, the Board may allow the installation of solar shingles that mimic the appearance of normal roofing, on any roof of the house.

Swimming Pools

Must be below ground and Property Manager approved with proper city and county permits required. Application must be accompanied by specific plans for the pool and required fencing. Pool and equipment houses will be evaluated on an individual basis. If approved, such housing must be consistent in material with the main dwelling including but not limited to siding trim, color and roofing. Pumps and pool equipment must remain inside required fencing. Permanent above ground swimming pools are not permitted. Hot tubs and spas located outside of residence must have Property Manager approval for location. Property Manager approval is for aesthetic reasons only.

Garages

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All dwellings must have an attached or drive under garage with a minimum size to Property accommodate two automobiles side by side.

Trampolines

Subject to additional restrictions regarding corner lots, trampolines shall be permitted if located behind the rear lines of the house.

Yard Art

All yard art including but not limited to fountains, wagon wheels, ponds, statues, windmills, animals, and other wildlife structures are subject to Property Manager approval and will be examined on an individual basis. Exceptions are holiday decorations that are displayed for not more than 30 days after the holiday and are tasteful as determined by the judgment of the Board.

Additional Standards

All exposed metal roof flashing, stack vents, attic ventilators, and metal chimney caps on a Lot must be located on the rear side of the house's roof and may be installed only with Property Manager approval of installation, type, location and color. Rain gutters and down spouts are required and must be installed with Property Manager approval for installation, materials, and location. Color of gutters and down spouts must be consistent with or complementary to the color scheme of the house.

All outside air-conditioning compressors, window unit air conditioners, meter boxes and similar items must be visually screened from any street and may not be located on the front side of any house.

Dog Houses

Doghouse exterior colors and materials must relate to the exterior of the house, be screened from any street, and be discreetly located so as not to cause a nuisance to neighbors.

Dumpsters and Pods

Dumpsters and / or Pods may only be placed in driveways and may not be on the property more than six weeks without the written permission of the Property Manager or the Board.

Trash

All containers for garbage and other refuse must be visually screened from any street or side yard view. All rubbish, trash, and garbage must be regularly removed from the Lot and must not be allowed to accumulate therein. No garbage or trash may be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage must be disposed of in sealed plastic bags and placed in proper receptacles designated by the Board for collection or must be removed from the Property. Trash cans, rubbish and vegetative waste must not be placed curbside more than twenty-four hours in advance of the expected pickup and trash receptacles should be removed from the curbside within twelve hours after pickup.

Wells

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Wells for water may be approved if located behind the front line of the home. The well head and equipment must be appropriately screened from the view of the street and neighboring property.

Things that will not be approved

Carports

Clotheslines

Permanent above ground swimming pools

Chain link fences -this includes vinyl or plastic colored chain fabric material.

Metal, plastic or any non- shingle roofing for the home, except that the Board, in its discretion, may approve standing seam, color coordinated, metal roofing for porches.

Septic tanks, exposed above ground storage tanks – except a small propane tank for a grill or smoker and except for small rain-barrels to collect water from downspouts.

Trailers, boats, campers, RV's and/or commercial vehicles parked other than in a garage, except that small utility trailers may be parked under a rear deck.

Any vehicles parked in yards.

General Use Restrictions Applicable to All Lots

Restrictions regarding the use of Lots and the Common Property are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the Bylaws.

Artificial Plants:

Artificial plants may be used temporarily as part of holiday decorations such as wreaths. During the cold season, artificial plants may also be used as a temporary replacement for annuals in window boxes, planters or other similar decorative containers adjacent to the house, so long as the plants are small and are not obviously artificial in appearance. Artificial plants, including artificial grass, will not otherwise be approved.

Parking:

Common Property Parking:

Owners and invited guests may park in designated area at the recreational facility when using the facility. Written permission from the Board is required for guests to park overnight or for Owners to park more than 24 consecutive hours.

Other restrictions regarding recreational vehicles, trailers, boats, commercial vehicles, disabled or inoperable vehicles are the same as indicated under "Parking in Owner's Lot".

Parking in Owner's lot:

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No Owner or Occupant may keep or bring onto the Lot more than a reasonable number of vehicles at any time, as determined by the Board. Vehicles may be parked only in garages, on driveways, or on designated paved or concrete parking areas or other areas authorized in writing by the Board.

Disabled and stored vehicles are prohibited from being parked on the Lot, except in garages. For purposes hereof, a vehicle must be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle must be considered "stored" if it is not currently being operated and remains on the Property outside of a garage for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, trucks (excluding compact, mid-size and full size common and customary pickup trucks having gross vehicle ratings of no more than 14,000 pounds), full size vans (excluding minivans, family passenger vans rated for up to 15 persons, or utility vehicles used as passenger vehicles); recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on a Lot except in garages or other areas designated or approved by the Board as parking areas for particular types of vehicles. For the purpose of this parking restriction, the Board does not consider trucks without pickup beds or trucks with 4 wheels on the rear axle to be common and customary pickup trucks and such are prohibited. Notwithstanding the above, trucks, vans and commercial vehicles may be allowed temporarily on a Lot during normal business hours for the purpose of serving any Lot. Without written Board consent, no such vehicle is authorized to remain on the Property overnight outside of a garage.

If any vehicle is parked on any Lot or the Common Property in violation of this subparagraph or in violation of the Association's rules, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed. The notice must include the name and telephone number of a person to contact regarding the alleged violation. A notice also must be conspicuously placed at the Property stating the name and telephone number of the entity that will do the towing. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or Property Manageress to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, is parked in any grassy area, or otherwise creates a hazardous condition, no notice is required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Exterior Maintenance of the Dwelling and other Structures

The exterior of the main dwelling and all structures, including mailboxes and mailbox posts, must be properly maintained in a neat and attractive condition in keeping with the general overall standard common in the neighborhood. Such maintenance must include, but must not be limited to, attending to

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peeling paint, mildew problems, replacement of damaged or missing siding, repainting, staining, repairing, replacing, and caring for shutters, roofs, gutters, down spouts, building surfaces, windows, doors, etc. Damaged gutters must be repaired or replaced – removal without replacement will not be approved.

Unsightly or Unkempt Conditions

The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, must not be pursued or undertaken on any part of the Property, except in a garage. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items must not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and bicycles may be kept outside of a dwelling on the Lot and must be behind the rear lines of the home. Firewood must not exceed 1 ½ cords in volume.

Abandoned Personal Property

Personal property, other than that authorized elsewhere herein, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Property outside of a dwelling on a Lot without prior written Board permission.

If the Board, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Property in violation hereof, then the Board may remove and either discard or store the property in a location which the Board may determine, after placing a notice on the personal property and/or on the front door of the Lot of the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice must include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

In addition, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation hereof may, without prior notice to its owner or user, be removed by the Board and either discarded or stored in a location determined by the Board; provided, however, the Board should give the owner, if known, notice of the property's removal and location within three (3) days after the removal. If personal property is removed in accordance herewith, neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property.

Prohibition of Damage, Nuisance and Noise

Without prior written Board consent, nothing must be done or kept on the Common Property or any part thereof which would increase the rate of insurance on the Common Property, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

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Noxious, destructive or offensive activity must not be carried on upon the Property. Each Owner must refrain from any act or use of his or her Lot that could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Owners or Occupants. No Owner or Occupant of a Lot may use or allow the use of the Lot or any portion of the Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or Occupants of a portion of the Property, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, may be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No damage to or waste of the Common Property, or any part thereof, or of the exterior of any building constructed upon any Lot must be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner must indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

Miscellaneous Information

Each Owner of a Lot must be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant must always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Firearms, Fireworks

Firearms may not be brought onto the common property, except by law enforcement officers. The discharge of firearms on individual lots is prohibited as per Marietta City ordinance 10-4-040. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size.

The shooting of fireworks on common property is prohibited. The term "fireworks" includes those items as listed in O.C.G.A. Section 25-10-1.

Pets, Other Animals and Outdoor Feeding.

No owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors, except for short periods of time within fenced areas on lots. No dog house or other structure for the care, housing, or confinement of any pet may be constructed or maintained on any part of the Property without prior Property Manager approval. All pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except when confined in fenced areas on a Lot. Feces left upon the Common Property by dogs must be removed by the owner of the dog or person responsible for the dog.

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No potbellied pigs may be brought onto or kept at the Property at any time. No dogs determined in the Board's sole discretion to be dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Chickens, guineas, ducks, pigs, goats, cows, sheep, horses, whether or not considered to be pets, and animals traditionally considered to be livestock, may not be kept upon the Property.

The feeding of animals that are wild or feral may create a nuisance and may create a health hazard to Owners, Occupants, guests and pets and is, therefore, prohibited. Food for pets must not be stored or placed outside because such storage or placement may also attract insects and wild or feral animals, thus creating a nuisance. Notwithstanding the above, the outdoor feeding of birds is allowed, although the Owner or Occupant must use elevated bird feeders that deter rodents and must take such care as is reasonable to avoid attracting wild or feral animals.

Use of Common Property

There must be no obstruction of the Common Property, nor must anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

Any Owner(s) who is (are) permitted by the Board to reserve a portion of the Common Property must assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association will not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Impairment of Dwellings and Easements

An Owner must do no act or any work that will impair the structural soundness or integrity of another dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

No Transient Tenants

No transient tenants or Occupants must be accommodated in a dwelling on a Lot. For purposes hereof, a tenant must be considered transient if the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument, for such occupancy, and the tenant occupies the Lot for less than thirty (30) consecutive days.

No Subdivision of Lots

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No Lot may be subdivided.

Trade or Business

Residential Use: Each Lot must be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a residential use. Exceptions will be made where the Owner or Occupant residing in the dwelling may conduct ancillary business activities so long as:

the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling;

the business activity does not involve visitation to the Lot by employees, clients, customers, suppliers or other business invitees. However, this provision must 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.);

the business activity conforms to all zoning requirements for the Property;

the business activity does not increase traffic in the Property;

the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage;

the business activity is 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 in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, must be construed to have their ordinary, generally accepted meanings, and must 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: (1) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the use of a Lot by an on-site Property Manager operating on behalf of the Association must not be considered a trade or business within the meaning of this subparagraph.

Single Families

No Lot may be occupied by more than a total of two persons per bedroom in the dwelling on the Lot, but not to exceed a total of ten (10) people per dwelling.

Timely Completion of Projects

In the absence of a specific time limit imposed by the Property Manager or Board for an approved project, the project must begin within 30 days of approval and completed thereafter in a time reasonably expected of a professional contractor. Such times will vary depending on the nature of the project, with the installation of a flower garden, for example, requiring less time than a major

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reconstruction of the exterior of a residence. If the required time for a project exceeds such expectations, the homeowner should apply to the Property Manager for an extension, which may be granted at the Property Manager's discretion. If an approved project is not then timely completed, the Property Manager may revoke approval of the project and the incomplete project may be treated as any other violation.