

BROOKSHADE HOMEOWNERS ASSOCIATION, INC.

RULES, REGULATIONS, STANDARDS, GUIDELINES and PROCEDURES

CONSOLIDATED & UPDATED (2016)

Whereas, pursuant to the Amended and Restated Declaration of Covenants for Brookshade, recorded August 17, 2007 at Deed Book 45559, Page 235, et seq., Fulton County, Georgia records ("**Declaration**"), the Brookshade Homeowners Association, Inc. ("**Association**") was duly incorporated under the laws of the State of Georgia, to be and is the homeowner association duly authorized to handle the affairs of the Brookshade community as set forth in the Declaration; and

Whereas, the Declaration, in Article XIII, Section 19, provides that the Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied or reasonably necessary to effectuate the right or privilege therefrom; and

Whereas, the Bylaws of Brookshade Homeowners Association, Inc. ("**Bylaws**") provide, in Article III, Section 16 that 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 affairs; and

Whereas, the Bylaws provide, in Article III, Section 16(f), that the Board of Directors of the Association shall have the power to make and amend Rules and Regulations of the Association; and

Whereas, the Bylaws provide, in Article III, Section 16(h), that the Board of Directors of the Association shall have the power to enforce the provisions of the Declaration, the Bylaws, and the rules and regulations adopted by it; and

Whereas, the Bylaws Article III, Section 19 provides for a Fining Procedure regarding imposition of fines in connection with violations of the Declaration, Bylaws, or Rules and Regulations; and

Whereas, the Declaration, in Article XIII, Section 1, provides that each Owner and every occupant of a Lot shall comply strictly with the Declaration, Bylaws, and Rules and Regulations; and

Whereas, the Declaration, in Article IV, Section 8 provides that fines levied pursuant to Article XIII, Section 1 of the Declaration shall be specific assessments, and in Article IV, Section 5 provides that all assessments levied against any Lot shall be secured by a lien on the Lot; and

Whereas, fines duly imposed pursuant to the Declaration, Bylaws, and/or Rules and Regulations shall be collected in the same manner as provided for the collection of assessments; and

Whereas, the Declaration, in Article VI, Section 9 provides that all provisions of the Declaration, Bylaws, and any Rules and Regulations adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners, shall also apply

to all occupants of Lots and guests and invitees of occupants or Owners; and

Whereas, the Declaration, in Article IV, provides for the obligation of each Owner to pay assessments as established by the Association through the Board of Directors ("Board"); and

Whereas, the Declaration, in Article XII, Section 2, provides that the right of each Owner to the use and enjoyment in and to the Common Property is subject to the right of the Association to suspend the voting rights of a Lot Owner and to suspend the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for a violation of the Declaration, Bylaws, or Rules and Regulations; and

Whereas, the Board has determined that in the failure of a Lot Owner to comply with the Declaration, Bylaws, Rules and Regulations, or Architectural Standards, including but not limited to the failure to pay assessments to the Association on a timely basis, has a material adverse impact on the interests of the Association and on the community as a whole; and

Whereas, the Association through its Board has previously approved and adopted the (2008) Architectural Control Committee Procedures, Standards and Guidelines; the (2009) Rule Regarding Delinquent Assessments: Suspension of Use Rights; the (2015) Rule Regarding Fines; and the (2015) Schedule of Fines (all collectively referred to as the "Prior Rules and Regulations"); and now desires to clarify, amend, update, and consolidate the Prior Rules and Regulations with respect to the Association and as to the Brookshade community;

NOW, THEREFORE, the Prior Rules and Regulations are hereby collectively consolidated, amended and restated as the following **Consolidated Rules, Regulations, Standards, Guidelines and Procedures** of the Association ("**Consolidated Rules**"), which are hereby adopted pursuant to and subject to the Declaration and Bylaws:

BROOKSHADE HOMEOWNERS ASSOCIATION, INC.

RULES, REGULATIONS, STANDARDS, GUIDELINES and PROCEDURES

CONSOLIDATED & UPDATED (2016)

I.

RULE REGARDING FINES

A. Enforcement by Fines:

(1) If any provision of the Declaration, the Bylaws, or any Rule or Regulation of the Association is violated by a Lot Owner, or any by a resident, occupant, visitor of or to a Lot, or by any guest or invitee or licensee of a Lot Owner or of an occupant of a Lot, then the Association, through its Board of Directors, may impose fine(s) against the Owner of the subject Lot.

(2) Fines may be imposed by the Board in an amount up to Fifty (\$50.00) Dollars for each violation or repeated incident of such violation, and up to Fifty (\$50.00) Dollars per day for each day of a continuing violation.

(3) Any fine imposed by the Association's Board shall be effective upon and as of the date of giving a Notice of Fine, as set forth in Article III, Section 19 of the Bylaws.

(4) Fines imposed hereby shall be the personal obligation and liability of the Owner of that Lot, and shall be a specific assessment and lien against that Lot as set forth in the Declaration and the Bylaws.

(5) The right and option of the Association to impose fines is and shall be independent, cumulative, separate from, and not exclusive of any of the Association's other rights or means of enforcement of the Declaration, Bylaws, and Rules and Regulations. The imposition of fines, or the failure to impose fines, for a given violation, shall not constitute any limitation or waiver of any other rights of enforcement for such violation.

B. Schedule of Fines

The following Sections refer to **Declaration** of Covenants, Conditions, and Restrictions for Brookshade; **Article VI. Use Restrictions and Rules**. The following Sections are **examples**, not an exhaustive or exclusive list. Some situations and circumstances may constitute a violation of more than one Covenant or Rule. Fines may be up to the amounts stated, **per violation**, and **per day** for a continuing violation:

\$10.00 (per violation, and per day for a continuing violation)

- Section 13 Antennas
- Section 16 Sight Distance at Intersections
- Section 18 Clotheslines
- Section 19 Recreational Equipment
- Section 25 Temporary Structures
- Section 27 Mailboxes
- Section 28 Water Supply

\$25.00 (per violation, and per day for a continuing violation)

- Section 3 Use of Common Property
- Section 5 Signs
- Section 11 Nuisance
- Section 12 Unsightly or Unkempt Conditions
- Section 15 Drainage & Erosion Control
- Section 17 Garbage and Refuse Removal
- Section 20 Accessory Structures
- Section 21 Firearms and Fireworks
- Section 23 Energy Conservation, Equipment, Lighting, Artificial Vegetation, Exterior Sculpture & Similar Items
- Section 24 Abandoned Personal Property
- Section 26 Lawn and Yard Care

\$50.00 (per violation, and per day for a continuing violation)

- Section 2 Residential Use
- Section 4 Subdivision of Lot
- Section 6 Recreational Vehicles and Trailers
- Section 7 Parking
- Section 8 Leasing
- Section 10 Animals & Pets
- Section 14 Tree & Shrub Removal
- Section 22 Fences and Walls
- Section 29 Improvement of Lots

II.
DELINQUENT ASSESSMENTS: SUSPENSION OF USE RIGHTS

A. SUSPENSION OF USE RIGHTS FOR DELINQUENT ASSESSMENT ACCOUNTS

If any assessment against a Lot is unpaid for more than thirty (30) days from the date originally due and payable, as shown on the books and records of the Association, then the right of such Owner (and of his or her invitees, guests, assignees, and any tenants or occupants of the Lot) to use any of the recreational facilities of the Community (including, but not limited to, swimming pool and pool area, and tennis courts and tennis facilities) shall be suspended automatically upon ten (10) days written Notice by the Association to such Lot Owner warning of such suspension.

Such suspension shall remain in effect for the entire period during which any balance due on an Owner's assessment account remains unpaid, plus an additional thirty (30) days after such account has been paid in full with certified funds or other good funds.

B. NOTICE OF SUSPENSION

The ten (10) day written Notice to an Owner warning of such impending suspension, shall provide the following information:

- (1) the dollar amount due that must be paid to avoid the suspension;
- (2) a statement that if the stated balance due is not paid within ten (10) days from the date of the Notice, all rights of the Owner (and anyone by or through him or her) to use any recreational facilities in the Brookshade community will be automatically suspended;
- (3) the period of suspension shall remain in effect for the entire period during which any balance due on an Owner's assessment account remains unpaid, plus an additional thirty (30) days after such account has been paid in full with certified funds or other good funds; and
- (4) a statement that the Owner may, within ten (10) days from the date of the Notice, deliver to the Board of Directors a written request to the Board (made in the manner provided for giving of Notices) for a hearing with the Board regarding the account balance or the suspension, and that if no such written request for hearing is timely made thereby, all rights to have the suspension reconsidered are waived.
- (5) Despite any such request for hearing having been made, the suspension shall remain in effect unless and until the Board, after hearing, affirmatively votes and notifies the Owner in writing that such suspension has been ended.

III. ARCHITECTURAL STANDARDS, GUIDELINES, & PROCEDURES

Overview

The purpose of architectural controls is to protect and preserve property values in Brookshade by maintaining architectural and aesthetic harmony and compatibility in the community. Subject to the Board's right to review appeals, the ACC has exclusive jurisdiction over all original construction; all exterior or visible modifications to Lots, including existing structures on Lots; and all maintenance, repair, replacement, or improvement on lots including repainting in existing colors or replacement of exterior building materials.

Owners may not commence, make or maintain any exterior alteration, improvement, or construction (including any object, fence, sign, antenna, clothesline, playground equipment, artificial vegetation, exterior sculpture, fountain, or lighting (except for seasonal lighting displayed between Thanksgiving and January 15th) without first obtaining written ACC approval.

The ACC further has been charged by the Board to serve as Covenants Committee, monitoring Owner compliance with the Declaration, Bylaws, and Rules and Regulations.

The Board has an inspector periodically drive through the community and document alleged violations. When appropriate, a reminder letter, and if necessary, a violation notice is sent to the Owner. Failure to correct a violation in a timely manner may result in a fine being levied and/or other sanctions being imposed.

ACC PROCEDURES, STANDARDS, AND GUIDELINES

I. **Application Process:** The goal of the Architectural Control Committee (ACC) application review process is to assist Owners in assuring that exterior changes to their property conform to the character and add aesthetic value to the Brookshade community. Compliance with the approval process helps Owners avoid the cost of having to correct or remove unapproved changes.

A. When to apply for Architectural Approval

The Declaration, in Article VI Section 29, and in Article X, sets forth the items that require approval by the ACC. In summary, any exterior change in appearance (including repainting trim and exterior walls even in original colors) requires ACC approval. In most cases, applications to repaint and restore to original condition will receive prompt approval. Touch-ups in existing color do not require approval.

B. Application Procedure

1. Download and complete the Application form from the website (www.brookshade.org). A list of Frequently Asked Questions (and answers) also may be obtained from the website.
2. Notify at least the owners of the two neighboring Lots who will be most affected visually by the intended project, and obtain their "Awareness Signatures" on the application.

3. Submit the Application to the designated ACC Liaison at the address noted on the Application.
4. Receipt of the Application will be acknowledged by the ACC. The ACC has up to 45 days to review and make a decision on a fully complete Application, but strives to complete the process as quickly as possible. Review time is dependent on many factors, including the nature and scope of the project, the complexity of the plan, and the completeness of the application. If an application is returned to the Owner because it is incomplete, and/or additional information is needed, the review clock will begin anew when the required information is provided.
5. A large project, such as installing a new swimming pool, requires the Owner to submit an Application that includes all major elements, such as a drawing of the pool, changes to topography, removal and replacement of mature trees, and fence installation. The Application will be considered in its entirety by the ACC.
6. If an Application is denied by the ACC, an Owner may appeal the decision to the Board of Directors by written notice within 14 days from the date of the ACC decision. The Board must rule on the appeal within 45 days of receipt.
7. The Association through the Board may enjoin any construction, alteration, or other work that is deemed to be nonconforming, and to recover damages there from, including attorney's fees incurred in enforcing the Covenants and Rules, in addition to such other remedies.

II. ACC Standards

A. Landscape and Maintenance:

1. *Lawn Care:* The lawn shall be warm season grass maintained at a height of no greater than 5 inches. The lawn shall be neatly edged with attention given to the control and elimination of weeds. Owners are responsible to maintain the curbside free of lawn clippings and debris.
2. *Trees and Shrubbery:* Trees and shrubs should be trimmed and maintained appropriate to the species, with attention given to the overall appearance of the house.
3. *Landscaping:* Landscaping beds located on Owner property must be mulched and maintained. Lawn structures and accessories, including but not limited to benches, gazebos, arbors, fountains and bird baths, should be maintained in a good working order and operated in accordance with city and county ordinances and restrictions.
4. *Mailboxes:* To maintain consistency in the neighborhood, mailboxes must be of design and material approved by the ACC and painted black. Mailboxes shall be properly maintained, including but not limited to, properly painted, secured upright and with legible numbers consistent with the neighborhood. An ACC application is not needed for repairing or repainting a mailbox to match original.

5. *Trash and Receptacle Storage:* Trash must be concealed from view from streets, public areas, and neighboring lots until the night prior to scheduled pick-up.
6. *Debris and Trash Removal:* Lawn debris may be tied or bagged and household trash that does not fit in plastic trash containers must be bagged. No debris or trash shall be placed on the street until the night prior to the scheduled day of pick-up.
7. *Playground Equipment:* Placement of playground equipment on any lot requires ACC approval; colors and materials must be consistent with the natural surroundings.
8. *Decks:* Decks shall be maintained and finished in a manner consistent with the aesthetics of the house.
9. *Paint:* Painted surfaces, including but not limited to, siding, stucco, trim, shutters, chimney caps, railings and doors, shall be maintained so to avoid general deterioration of appearance, including fading, streaking, staining, and chipping. Touch-up of small areas of discolored doors or trim using the same color paint does not require an ACC application.
10. *Structural Repair:* Areas in and around the home should be inspected regularly to insure that the property is in good repair. Owners are responsible for maintaining their property and completing any necessary repairs in a timely manner.
11. *Flags and Banners:* Flags and banners shall be limited to house mounted displays not to exceed 3 feet x 5 feet in size. Other than a properly displayed American flag, any other displays require ACC approval.
12. *Window Tint:* The Exterior Visible Reflectance of window tint may not exceed 19%.
13. *Political Signs:* Political signs not to exceed 3 feet x 5 feet in size may be displayed up to fourteen (14) days prior to the applicable Election Day, and must be removed the day after the election.
14. *Fences:* All new fences and changes to existing fences require ACC approval. Owners are encouraged to use alternatives to fences, such as landscaping or invisible fences, when possible. Examples of acceptable fence styles may be provided by the ACC.
 - a. Fences shall follow the natural topography of the land. Existing live trees shall not be removed to place the fence without prior approval from the ACC.
 - b. The setback from the homeowner's property line shall be a minimum of six (6) inches. However, any corner lot will generally be required to have a setback of fifteen feet from the property line on the side of the lot facing the street. (Note: the property line is not the curb line.)
 - c. Generally, the fence shall not extend more than ten (10) feet from the rear corners of the house in a direction toward the front street. Exceptions may be allowed by the ACC to accommodate HVAC systems, basement doors, etc. that are outside the 10 foot limit.
 - d. All fencing shall be constructed with finished side facing away from property.
 - e. Fences are to be constructed of #2 or better pressure treated yellow pine, natural cedar or teak wood, or wrought iron in appearance. Mesh wire fencing is not permitted. All

hardware must be painted galvanized steel, aluminum, or wrought iron. Fence height shall be a minimum of four (4) feet and may not exceed five (5) feet. Fence gates should be of the same material and style as the fence.

f. When a utility easement across any portion of the area is enclosed by a fence, it must have a minimum twelve (12) foot wide access gate in each fence section that crosses the easement.

g. Fences must be finished in a manner consistent with the aesthetics of the house.

h. "Invisible fences" should be installed at least twenty (20) feet from the curbs.

B. Safety and Pets

1. *Event Parking:* The Board should be notified of any major event that will require street parking for 25 or more vehicles. The host of any event shall be responsible to direct guest parking to one side of the street to assure adequate passage for emergency vehicles.

2. *Driveways and Sidewalks:* Any driveway alteration or modification requires ACC approval. Driveways shall be maintained consistent with the appearance of the home and neighborhood. Sidewalks must be maintained in a safe condition. This includes keeping the sidewalk clear of landscaping, weeds, and other debris.

3. *Street and Traffic Signs:* Landscaping shall not obstruct any street or traffic sign.

4. *Speed Limit:* The community speed limit shall be 25 miles per hour.

5. *Pets:* Animals must be leashed and may not roam unattended. Pet owners are responsible for cleaning up their pet's solid waste. The Board may order an Owner to permanently remove any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion.

C. Inspection and Enforcement

1. An inspector will drive through the neighborhood to document violations of the CC&R and ACC Standards & Guidelines.

2. The inspection report will be sent to the ACC Liaison for review and to determine whether enforcement action is warranted.

3. As appropriate, reminders, warnings, and enforcement Notices will be given to the Owner, in accordance with the requirements and procedures established under the Declaration, Bylaws, and Rules and Regulations.

4. If the Owner fails to timely correct the violation(s), fines and/or other sanctions may be imposed in accordance with the Declaration, Bylaws, and Rules and Regulations.

5. The Board of Directors may enjoin a violation and recover damages, including attorney's fees. Any contractor, subcontractor, agent, employee, or other invitee of a Owner who fails to comply with the terms and provisions of the architectural standards may be excluded by the Board from the Community.

IV.
MANNER OF GIVING NOTICE


A. The initial promulgation and notice of these Rules, or Notice of any violation thereof, or Notice of any Fines or any Suspension of Use Rights hereunder, or the giving of any other notice or communication to an Owner or other person in connection therewith, may be accomplished by, and shall be effective upon, its being sent via email, or sent via U.S. Mail, or hand-delivered, to the stated recipient. Such Notice shall be effective upon its being sent as provided herein.

B. Notice to an Owner shall be addressed and/or delivered to the Lot address, or addressed to such other last-known mailing address of that Owner; or sent to an email address that was provided by an Owner to the Association for purpose of communications or notices, or as that has been used by such Owner within the preceding two (2) years to send or receive any communications or notices with the Association or specifically concerning the Brookshade community.

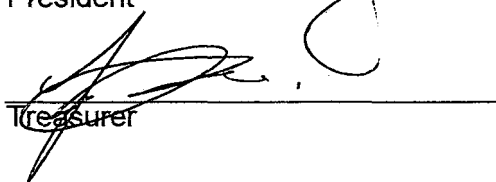
V.
PROMULGATION AND EFFECTIVE DATE

These Consolidated Rules shall be promulgated by providing a copy hereof to each present Lot Owner in the manner for giving Notices hereunder; or upon posting to the community website for the Association with Notice of such posting being given to each present Lot Owner in the manner for giving Notices hereunder as set forth herein. These Consolidated Rules shall be effective as of **August 1, 2016** (but not less than 10 calendar days after having been duly promulgated).

These Consolidated Rules are hereby **DULY ADOPTED** by the Board of Directors of Brookshade Homeowners Association, Inc. ("Board") as of the 10th day of July, **2016**.



President



Treasurer