

Stockyard West Rules and Regulations

The purpose of the initial Use Restrictions and Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IX (Declarant or the ARC, as appropriate) have the discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude Declarant or the Association, acting through the Board, from taking enforcement action in any appropriate circumstances.

The following use restrictions and rules shall apply to the entire Community until such time as they modified pursuant to Article X of this Declaration or amended pursuant to Section 15.2 of this Declaration.

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any sales professionals retained by Declarant to assist in the marketing or sale of property described on Exhibit "A" or Exhibit "B," offices for any property manager retained by the Association or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Rules and Restrictions. The Community is subject to the following rules and restrictions unless expressly authorized by and then subject to such conditions as may be imposed by the Board of Directors:

a) Parking. The following restrictions shall apply to all Owners, Occupants, invitees, and guests; provided, however, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service to or to make a delivery within a Lot or the Common Area:

(i) Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. No on-street parking shall be permitted except in connection with special events as approved by the Board or as otherwise approved by the Board in writing. All parking shall be subject to such additional reasonable Rules and Regulations as the Board may adopt from time to time in its sole discretion. The term "vehicles," as used herein, shall include, without limitation, trailers, motorcycles, minibikes, trucks, campers, buses, vans, and automobiles. The term "parking spaces serving the Lot" shall refer to the number of garage parking spaces serving the residential dwelling located on a Lot and if, and only if, the Owner or Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owners or Occupant's primary means transportation on a regular basis may be parked on the driveway on the Lot; provided, however, no vehicle parked in the driveway of a Lot shall encroach onto any grassy or landscaped area or any portion of a sidewalk or street in the Community. Unless otherwise provided by the Board, parking in the parking spaces located adjacent to the mailbox kiosk area shall be for short term, temporary parking for the limited purpose of and for such reasonable period of time as may be necessary to retrieve mail and may be subject to such additional Rules and Regulations as the Board may adopt from time to time.

(ii) Unless otherwise permitted by the Board in writing, parking of commercial vehicles or equipment, tractor trailer cabs, commercial equipment, mobile homes, recreational vehicles, ATVs, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than in enclosed garages is prohibited; provided, however, small panel trucks with company names and/or logos on the sides that are used as primary vehicles shall be permitted;

(iii) If any vehicle is parked on any portion of the Common Area in violation of this Section or in violation of the Rules and Regulations, the Board or agent of the Association may cause the vehicle to be towed

or booted, subject to compliance with applicable law, including any notice required thereby. The notice may be a general notice by signage or may be placed on the vehicle, if and as allowed under applicable law, as the case may be. If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any landscaped area or otherwise creates a hazardous condition, the Board or agent of the Association may have the vehicle towed immediately, subject to compliance with applicable law. If a vehicle is towed or booted in accordance with this subparagraph and applicable law, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(iv) Garage doors shall be kept closed except during times of ingress and egress from the garages shall be used primarily for the parking of vehicles and not for storage or other purposes;

(v) Trucks with mounted campers which are an Owner or Occupants' 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;

(vi) Portions of the Common Area may contain striped and lined parking spaces for use by the guests of Owners and Occupants, as may be shown on the Recorded Plat ("**Guest Parking Spaces**"). The Guest Parking Spaces shall be on a first-come, first served basis and are reserved for the exclusive use of the guests of Owners and Occupants. For purposes of this subsection (vii), a guest is defined as an individual who resides in the Lot for less than ten (10) consecutive days. A guest may park his or her vehicle in a Guest Parking Space for up to ten (10) consecutive days; provided, however, the temporary removal of a vehicle from a Guest Parking Space or the relocation of a vehicle from one Guest Parking Space to another Guest Parking Space shall not be sufficient to establish compliance with this restriction. Any guest residing at a Lot for more than ten (10) consecutive days shall be deemed to be an Occupant and must park his or her vehicle in either the garage or driveway serving the Lot. Owners and Occupants are prohibited from parking vehicles in the Guest Parking Spaces. Any guest, Owner or Occupant who fails to comply with the provisions set forth in this subsection shall be subject to the remedies of the Association as set forth in subsection (iii) above and any other remedies available to the Association under this Declaration or Georgia law. The Board of Directors shall have the right to promulgate additional Rules and Regulations regarding guest parking in the Community.

(vii) Nothing herein shall prevent Declarant and its respective agents, builders, contractors, subcontractors and assigns from parking vehicles on any and all streets during regular business hours to facilitate the construction, development, maintenance and build-out of Community.

b) Animals and Pets. Other than a reasonable number of dogs, cats, or other usual and common household pets, as determined by the Board in its sole discretion, raising, breeding, or keeping animals of any kind, including, without limitation, livestock, or poultry, is prohibited. Animals which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Occupants of other Lots shall be removed upon request of the Board. If the animal owner fails to honor such request, the Board may institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a Specific Assessment against the Lot. Dogs shall be kept on a leash whenever outside of a dwelling located on a Lot and not in a fenced in yard. Pet owners are required to clean up after pets. Pets shall be registered, licensed, and inoculated as required by law. Failure to comply with these restrictions may result in fines as provided in this Declaration and in the Bylaws. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article IX of this Declaration. The Board of Directors shall have the right to adopt additional Rules and Regulations designed to minimize damage and disturbance to other Owners and Occupants including, without limitation, restrictions requiring damage deposits, waste removal, leash controls and noise controls.

(c) Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written approval of the Reviewer or in compliance with applicable Design Guidelines; provided, however, under no circumstances shall a For-Rent sign be erected, installed, or displayed on a Lot. Notwithstanding the foregoing, the Board and Declarant shall have the right to erect reasonable and appropriate signs, including, without limitation, signs relating to the development, construction, marketing or sales of residential dwellings located on Lots in the Community. The Board shall have the right to impose reasonable, time, place and manner restrictions governing the display and placement of signs in the Community. The Board may impose a reasonable fine per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of a Lot as a purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

(d) Business. An Owner or Occupant residing in a Lot may conduct business activities within the residential dwelling located thereon so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Lot; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve excessive visitation to the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community; (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board; or (v) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This subsection shall not apply to any activity conducted by Declarant or any other builder approved by Declarant with respect to Declarant's development and/ or sale of the Community or Declarant's use of any Lots which it owns within the Community. Leasing of Lot for residential occupancy shall not be considered a business activity as provided in this Declaration.

(e) Trash Cans. Unless otherwise provided by the Board, trash cans and recycle bins shall not be stored in the driveway other than the day of trash collection. Trash and recycling receptacles stored inside yards must be screened from view. Such screening design and materials must be approved by the Reviewer as provided in Article IX of this Declaration or consistent with applicable Design Guidelines. The Board of Directors shall have the authority to adopt Rules and Regulations governing trash removal and/or recycling in the Community.

(f) Gardening Materials. Garden hoses, hose reels, sprinklers, and other gardening material and equipment must be stored out of view from adjacent Lots and the public right-of-way when not in use.

(g) Garages. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area is not permitted without the prior written approval of the Reviewer pursuant to Article IX.

(h) Satellite Dishes. No exterior antenna, receiving dish or similar apparatus of any kind for receiving and/or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article IX of this Declaration or in compliance with applicable Design Guidelines; provided, however, no approval shall be necessary to install the following on a residential dwelling located on a Lot: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennas designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or antennas designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling located on the Lot unless such installation: (x) imposes unreasonable delay or prevents the use of the antennae; (y) unreasonably increases the cost of installation; or (z) an acceptable quality signal cannot otherwise be obtained.

(i) Fences. Written approval must be obtained from the Reviewer prior to any placement, erection, or installation of any fence or fencing type barrier of any kind on a Lot. Under no circumstances shall any fence be placed, erected, allowed, or maintained upon any Lot closer to the street than the rear one-third of the residence located on the Lot. Additional restrictions may apply to corner lots. Fence types are determined by Declarant for the Community-Wide Standard and may be set forth in the Design Guidelines, but other types may be approved on an individual basis. Notwithstanding the foregoing, Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is being used by Declarant as a model home. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Area.

(j) Miscellaneous. Written approval must be obtained from the Reviewer prior to any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of a Lot in accordance with the provisions of Article IX of this Declaration unless the same is otherwise permitted in the Design Guidelines. This shall include, without limitation, signs, permanent basketball hoops, swing sets and similar sports and play equipment; hedges, walls, dog runs, or animal pens, of any kind, garbage cans, woodpiles, and swimming pools.

(k) Portable Play Equipment. Equipment, including soccer goals, pitching/catching devices, children's toys, bicycles, tricycles, basketball goals, regardless of size, and other such items must be stored out of view from adjacent Lots and the public right-of-way when not in use.

(l) Flags. No approval under Article IX of this Declaration shall be required for any Owner or Occupant to display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors of the Association may promulgate reasonable Rules and Regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag located on a Lot in the Community; provided, however, no rule or regulation enacted by Declarant or the Association shall have the effect of prohibiting any Owner or Occupant from displaying the flag of the United States of America on any Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

(m) Storm Water Detention/Retention Ponds, Creeks, and Streams. Except as herein provided, all storm water retention or detention ponds, creeks and streams within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the prior written consent of the Board of Directors. The Association, Declarant and their respective officers, directors, members, employees, representatives or agents shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water detention/retention pond, creek or stream within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any body of water within the Community. Applicable governmental agencies, Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond, creek or stream in the Community. Owners shall not be permitted to withdraw water from any storm water detention/retention pond, creek, or stream without the prior written consent of the Board of Directors and shall have no riparian or littoral rights with respect to the waters in any creek or stream within the Community.

(n) Buffer and Setback Areas. Portions of the Community may contain buffer areas and/or impervious setback areas, as more particularly identified on the Recorded Plat(s). All Owners are responsible for preserving any undisturbed stream buffer area or impervious setback area which is located on any portion of a Lot. Any land disturbing and/or construction activities in said buffer or impervious setback areas shall be approved pursuant to Article IX of this Declaration and shall be in compliance with any applicable governmental laws, ordinances, regulations and zoning conditions, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, et seq., as amended from time to time.

(o) Transient or Hotel Use. With the exception of a lender in possession of a Lot following a default in a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Lot shall be used for transient or hotel purposes, including, without limitation, listing such Lot on any internet or social media site or other listing agency for short term occupancy or rental.

3. Prohibited Conditions. The following shall be prohibited within the Community:

(a) Quiet Enjoyment. Any activity which emits foul or obnoxious odors outside of a Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the Occupants of other Lots; plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community (the inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board); use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to Occupants of other Lots, except alarm devices used exclusively for security purposes; pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot. Each Owner hereby agrees that Declarant and its employees and subcontractors may engage in construction activities in the Community and that such activities shall not be in violation of this subsection.

(b) Laws. Any activity which violates local, state, or federal laws or regulations. However, the Board shall have no obligation to take enforcement action in the event of a violation.

(c) Disrepair. Structures, equipment, or other items on the exterior portions of a Lot which have become unsightly, rusty, dilapidated, or otherwise fallen into disrepair;

(d) Irrigation. Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, or other ground or surface waters within the Community, except that Declarant and the Association shall have the right to draw water from such sources;

(e) Motorized vehicles. Motorized vehicles on pathways, trails, or unpaved Common Areas, except for public safety vehicles, vehicles authorized by the Board and vehicles used by any person with a disability, including wheelchairs or other necessary transportation devices;

(f) Annoyance. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Occupants of other Lots; provided, however, construction activities on Lots in the Community by Declarant or its agents or employees shall not be deemed an annoyance as provided in this Declaration;

(g) Burning. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;

(h) Dumping. Dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, storm water detention/retention pond, lake, or elsewhere within the Community is prohibited. Fertilizers and pre-emergents may be applied to landscaping provided care is taken to minimize runoff;

(i) Trash. Accumulation of rubbish, trash, or garbage, except between regular garbage pickups, and then only in approved containers;

(j) Drainage. Obstruction or rechanneling of drainage flows after the installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right;

(k) Subdivision. Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except Declarant shall be permitted to subdivide or re-plat Lots which it owns or other Lots with the consent of the Owner thereof; that

(l) Common Area Landscaping. Except as may be otherwise permitted in this Declaration, removing, altering, or pruning of landscaping on the Common Area;

(m) Firearms. The discharge of firearms, with the exception of law enforcement officers during the performance of their duties; provided, the Board shall have no obligation to take action to prevent the discharge of firearms. The term "firearms" includes "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size;

(n) Fuel. On site storage of fuel, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for the operation of maintenance vehicles, generators, and similar equipment;

(o) Vegetation. Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within or outside of the Community, or which use excessive amounts of water, or which result in unreasonable levels of sound or light pollution;

(p) Window Treatments. Installation of foil or other reflective materials on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Lot shall be white, off-white or such other color as may be permitted in the Design Guidelines. Bed sheets, blankets, towels, black plastic, paper, and similar type items shall not be used as window treatments; and

(q) Air Conditioning Units. Installation and use of window air conditioning units.