

KENSLEY

RULES
AND
REGULATIONS

August 2021

RULES AND REGULATIONS

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I. INTRODUCTION

Kensley is designed to respect the visual character of its site, minimize environmental impacts and maximize water and energy conservation principles. In order to preserve and enhance these principles, these Rules and Regulations are established to maintain certain standards by which the Community may grow and develop.

The Rules and Regulations provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Rules and Regulations include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Rules and Regulations have been adopted by the Board of Directors of **Kensley Neighborhood Association, Inc.** (“Association”) pursuant to the Declaration of Protective Covenants for Kensley (hereinafter, as may be amended and/or supplemented from time to time, the “Declaration”). The Rules and Regulations will be enforced by the Board of Directors of the Association as outlined in the Declaration. The Reviewing Entity shall be the Board of Directors or such other committee which the Board of Directors has established and empowered in writing to perform specific functions and make recommendations to the Board of Directors.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Rules and Regulations or the Declaration, the government standards shall prevail. To the extent that the local ordinance is less restrictive than these Rules and Regulations, and any standard contained therein, or the Declaration, these Rules and Regulations and the Declaration shall prevail.

Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, etc. shall be removed from the Lot and hauled to the proper waste sites. If the project causes damage to any neighboring property, public or private, the Owner is responsible for any necessary repairs.

II. RESIDENTIAL RULES AND REGULATIONS

A. Architectural Character

1. The architectural design of any and all additions, alterations, and renovations to the exterior of an existing home shall strictly conform to the design of the original home in style, detailing, materials, and color. Any such improvement shall be made only after an Application is given to the Reviewing Entity, and written approval is obtained/received from, the Reviewing Entity.

2. Pursuant to the Declaration, the Board of Directors may amend the Rules and Regulations, which shall apply to all regulated work within the Kensley Property. Once requests have been submitted and approved by the Reviewing Entity, and modification has commenced, any subsequent changes of the Rules and Regulations shall not affect or delay the approved project. Any work that has commenced prior to the approval of the Reviewing Entity not conforming to the Declaration will not constitute approval of the project.
3. The height of any addition to an existing home shall not be higher than the original ridgeline. No alterations or improvements shall be approved if the proposed roof pitch varies from the original constructed pitch of the roof.
4. All additions to Lots shall be built within the building setback lines originally established or as modified by Pulte Homes with the requisite approval of the County, regardless of any more lenient requirements of any local governmental authority.
5. All materials used in maintenance, repair, additions and alterations shall match those used by the Pulte Homes as to color, composition, type, and method of attachment. The Reviewing Entity may allow substitute materials if such materials are deemed by the Reviewing Entity in its sole discretion to be compatible with the theme of the Community.
6. Window treatments must be backed in white or off-white including, but not limited to, shades, drapes or curtains. Blinds and/or shutters may be white, off white. Other colors of blinds/shutters (*e.g.*, brown stain) will be reviewed on a case by case and approval will be determined by the Board. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted.
7. Decorative components added to the exterior of the home (*e.g.*, door ornaments, wreaths, potted plants, and porch decorations) shall conform to the Community-Wide Standard. The Reviewing Entity reserves the right to limit the number decorations.
8. Altering the original condition of a home's exterior will void its warranties from Pulte Homes.
9. No additions, alterations or renovations shall be permitted if it is determined to have an adverse material impact upon neighboring property and/or the Community. The size of any project shall be determined by the available space per Lot subject to any and all easements. The Reviewing Entity reserves the right to limit the size and location of certain modifications.

B. Drainage

1. When any additions, alterations, or renovations are performed to an existing home, the established Lot drainage shall not be altered.
2. Any Owner or occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.
3. All roof drainage shall drain to the ground solely within the deeded Lot area and may not be discharged closer than five feet (5') of any neighboring property. Any project (including downspouts) that materially increases drainage of storm water onto adjacent property must receive the consent of the Owner(s) of the affected property. Drain lines that direct roof drainage must be approved by the Reviewing Entity and will comply with the following standards:
 - a. A drain line plan with pipe sizes, discharge locations, emitters, and existing drainage patterns must be submitted on a site plan of the property to the Reviewing Entity for consideration.
 - b. No discharges of storm water may be closer than five feet (5') to any neighboring property.
 - c. Air gaps must be provided between downspouts and drain line extensions.
 - d. Drain line extensions may not discharge water directly perpendicular to a neighboring property or an existing drainage flow-line. Drain line alignments shall be set so that discharge water flows in the same basic direction as existing flow-lines on the Lot. Emitters, water disbursement, and/or erosion control measures must be provided to eliminate erosion of the soil on the Lot.
 - e. Roof drain downspouts, or any surface runoff or groundwater shall never be connected directly or indirectly to any public sanitary sewer system.
 - f. Gutters and downspouts shall match those originally installed in color and composition.

C. Storm Doors

1. All storm door additions must be full glass or full glass self-store. If installed on the front, these doors must match the color of the doorframe

trim, the front door, or white. If installed on the back door, the door trim must match the color of the trim of the home. If other than clear glass is desired, a photograph of the front of the home may be required with the Application. Security doors are prohibited.

D. Landscape Requirements

1. Certain areas have been designated as open space, common areas, wetlands or preserve on the Subdivision Plats and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or resident may mow, fertilize, apply pesticides to, maintain, alter or modify any area not owned by the Owner, including areas set aside as open space or preserve. Without limiting the foregoing, Owners and residents are reminded that certain portions of the common area may be subject to restrictive covenants as required by the U.S. Army Corps of Engineers, and such covenants prohibit clearing, trimming and other forms of disturbance of the natural vegetation and grade. These prohibitions are carried through in the Declaration, and Owners and residents must abide by these provisions and applicable law.
2. It will be the responsibility of each Owner to replace (as necessary) all landscaping on the Lot and adjoining parkway from the front Lot line to the back of the street curb. This includes any additions made to the Lot by the Owner. The Owner will remain ultimately responsible for all landscape replacement including any additions made by the Owner.
 - a. Individual plantings of vegetables and other seasonal plantings, which do not exceed thirty-six inches (36") in height, do not require the approval of the Reviewing Entity; provided, however, all such plantings are within the rear yard, in existing beds, and not in view from the street. Front yard plantings will require written authorization from the Reviewing Entity and the Reviewing Entity may, in its sole discretion, deny any such plantings in the front yard.
 - b. No such plants exceeding thirty-six inches (36") in height shall be permitted anywhere on the Lot unless otherwise approved by the Reviewing Entity.
 - c. Plantings of trees, shrubs, groundcovers, perennials, grasses and vines shall take into account future growth and be at a reasonable distance from foundation walls and adjacent property lines.
 - d. The ground surfaces of all portions of the Lot covered with either turf or ground cover. Where turf is used within the Lot,

Bermuda or Zoysia grass to match the turf originally installed should be used for replacement. Approved inert materials are described in Appendix A.

- e. No decorative rock shall be permitted as ground cover, including but not limited to, white, red, black, and lava rocks. Ground cover or inert material shall not be used to spell out names, nicknames, names of states, city athletic teams, slogans, states, emblems, geometric patterns or any other communication. Earth tone colored manufactured stone, natural stone or bricks mortared together, interlocking or properly secured are permitted as bed edging-materials and landscape curbing (continuous formed concrete) may also be used. All edging materials shall not exceed four inches (4") high from the top of the landscape bed. The Reviewing Entity reserves the right to limit the number of stones or boulders used as decoration in a landscape.

E. Concrete, Asphalt or Paver Additions

1. No concrete, asphalt or pavers may be located in the driveway areas or installed on the Lot other than that which is initially included with the Lot without written approval from the Reviewing Entity. The Reviewing Entity may, as determined in its sole discretion, permit pavers with a maximum width of eighteen inches (18") on each side of the driveway from the garage to the sidewalk on the Lot.
2. Owners are responsible for all cleanup of their projects. All debris, sod, soil, etc. is to be removed and hauled to a proper waste site outside of the Community. It is prohibited to dump waste on the common areas.
3. If the project causes damage to the Owner's property, neighboring property or common area, the Owner is responsible for any necessary repairs or restoration.

F. Lawn Accessories

1. Fountains and water features shall be limited in height to four feet (4') above the natural grade of the Lot. Any fountain shall be of natural material, color and design, each of which is compatible with the overall architectural theme of the Community. Fountains and water features shall be permitted only within the rear yard and not in view from the street. The design of these features should discourage the formation of stagnant pools of water.

2. Decorative components such as statues and artifacts shall be limited in height to four feet (4') above the natural grade of the Lot. Statues and artifacts will be allowed in the front and rear yard of the Lot if they meet the following criteria:
 - a. Seasonal statues, artifacts, lighting and other decorative landscaping items may be allowed in the front and rear yard within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the Reviewing Entity, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
 - b. Plastic statuary and yard ornamentation will not be allowed. Plastic pots compatible with the overall architectural theme of the home will be permitted.
 - c. No ornaments or statuary shall be attached to the home unless otherwise approved by the Reviewing Entity.
 - d. The Reviewing Entity reserves the right to limit the number of statues and artifacts on the Lot.
 - e. The Reviewing Entity reserves the right to require screening of statues and artifacts from neighboring Lots or the street or deny the placement of any items above in the front yard.
3. Landscape architectural features shall include such items as benches, planters, yard lights, gas fire pits, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the Reviewing Entity, which clearly show the location, size, and materials planned for these features. In addition, a photograph of the home and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the rear yard of the Lot unless expressly permitted otherwise in writing by the Reviewing Entity.
4. There shall be no stand-alone flagpoles allowed on Lots. One flag, however, may be flown on an Owner's property. The one flag displayed on the Owner's property, whether The United States flag or a seasonal/decorative flag, may be displayed by a bracket attached to the home. The flag may be up to a size of three feet by five feet (3' x 5') and on a removable pole no longer than five feet (5'). Proper flag etiquette must be observed, and no flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Reviewing Entity. Any decorative signs or banners require the prior written approval of the Reviewing Entity.

5. Any screening of ground-mounted equipment (*e.g.*, the air conditioning unit) shall be of a material and color compatible with the design of the home; ***however, in no event shall plastic sheeting be used for screening.*** All screens (*e.g.*, landscape structures, fences, or plant materials) shall be located a minimum of two feet (2') from the equipment to allow for adequate air circulation around the equipment, however, it may not encroach or trespass onto neighboring property.

G. Lawn Maintenance

1. The use of solid plastic sheeting or polyethylene over ground areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil.
2. Pruning of trees must be in compliance with nursery standards. Tree topping, which leaves limbs and branches greater than one-half inch (1/2") in diameter exposed, will not be allowed.
3. Lawns must be kept in neat manner.

H. Yard Fences

1. Owners are required to obtain a fence permit from the City of Milton, which means the fence's final location will also be determined by the City of Milton.
2. It shall be the duty of the Reviewing Entity to maintain in effect a standardized design of fence(s) that may be erected upon any Lot. The standardized fence design(s) are referred to as the "Approved Fence Details" contained in Appendix B. The fence is a four rail board fence, and it is required to be stained with two coats of "Farm Black" stain and sealer. If wire backing is to be used, it is to be two inches by four inches (2" x 4") black welded wire. Chain link fencing shall not be permitted. A site plan showing fence alignments must be submitted for approval prior to construction in accordance with the review procedures hereof. Fences must be professionally installed. Approved fences are all subject to the following terms and conditions:
 - a. To the extent a fence is constructed within a drainage or access easement, all Owners acknowledge and understand that the fence may be removed by the Association, the City of Milton, or agents acting on their behalf, if necessary for maintenance or repairs as determined in the Association's or the City of Milton's sole discretion with or without notice. Further, all Owners understand that to the extent all or a portion of a fence is

removed, the Owner shall be responsible for all costs or expenses to repair or rebuild the fence.

- b. All Owners understand that agents acting on behalf of the Association or the City of Milton may access any Lot at any time to inspect, repair, and/or maintain a drainage or access easement area.
 - c. All Owners understand that to the extent a fence stops short of the property line or easement area for their Lot, a neighboring/adjacent Owner may tie in or connect to the fence to avoid gaps or strips between fences.
 - d. All Owners are responsible for ensuring that fences located solely on their property are constructed in compliance with all laws and ordinances, including, without limitation, construction in any easement areas are in compliance with all local laws and ordinances.
3. Landscape plans which have the effect of creating a “living fence” outside the area eligible for walls or fencing, as described above, will not be approved.
 4. Invisible fencing may be used for the restraint of pets in the rear yard. All wiring must be buried no less than six inches (6”) inside the Lot’s property lines. No alterations of the yard grade shall be permitted from the installation of such system. Neither Pulte Homes nor the Association shall be responsible for repair to any system that is damaged by normal maintenance of the yard by the Association or their designee. Regardless of the method of restraint used, Owners are responsible for assuring that their pets do not run free. Owners are liable for any damage to persons or property caused by their pets.
 5. All intended fences must receive written approval by the Reviewing Entity before installation will be permitted. A copy of the fence permit from the City of Milton is required.

I. Trellises

1. One (1) or more trellises may be installed to shield a patio or deck. Please note, however, attaching a trellis to a home may void applicable warranties from Pulte Homes. Trellises used to screen decks or patios may have a height greater than six feet (6’), extending to the eaves of the home and have a maximum width of no greater than eight feet (8’). Each section of trellis must be separated by a gap, or lower section of trellis screening, at a minimum distance equal to the section of trellis.

Each trellis must be designed to support plant or vine growth. Trellises must remain plumb, level, and structurally sound with continued plant or vine growth. Trellises may not be used as a substitute for a fence.

2. The approved material for trellises is wood, metal or PVC. The trellis must be painted the same color of the trim of the home.
3. The trellis material and location must be submitted and approved. The Reviewing Entity may approve trellises on a case by case basis.

J. Pergolas & Arbors

1. All pergolas must be constructed of wood and must be painted or stained. Arbors must be constructed of wood or aluminum. If wood, it must be painted the same color of the trim of the home. Detailed construction drawings (including elevations) must be submitted for all pergola and/or arbor Applications.
2. Structures permitted in this subsection K must be constructed within the rear area of the Lot and may not exceed forty percent (40%) of the width of the home.
3. Pergolas and shade structures must be structurally sound and anchored in accordance with local building codes. Knee bracing or cross-bracing shall not be utilized on any side of the structure. When framed, the highest point of the pergola may not exceed the eave height of the home.
4. One (1) arbor may be installed and must be structurally sound and in accordance with local building codes. Arbors may not be attached to the home nor exceed eight feet (8') in height, four feet (4') in width, and four feet (4') in depth. The arbor must be designed to support plant or vine growth and thereafter be maintained with plants or vines growing on it. As all arbors are different, approval will be on a case-by-case basis by the Reviewing Entity.

K. Decks, Patios, Seat-walls, and Shade Devices

1. Decks should be designed in harmony with the architecture of the home and match the materials and colors offered by Pulte Homes. All handrails, rim joists, stringers, spindles and any other vertical members shall be constructed of wood. Treated lumber can be used to construct the deck flooring and understructure. Construction of decks that conflict with the established drainage pattern of the Lot will not be allowed. If deck is stained, it should match Sherwin Williams SW3518–“Hawthorne.”

2. Decks, patios and seat-walls should be designed in harmony with the architecture of the home and match the materials and colors existing on the home. All decks shall be stained to match Sherwin Williams SW3518–“Hawthorne.” No deck, patio or seat-wall will be constructed in a way that conflicts with the drainage pattern established for the Lot.
3. Extensions or modifications determined to have an adverse and material impact upon neighboring properties and/or the Community as a whole shall not be approved. The size of decks and patios shall be determined by the available space per Lot, within the rear yard. The Reviewing Entity reserves the right to limit the size and location of decks.
4. Man-made screens and shade devices must appear as an integral part of the home’s elevation. Materials must complement the home and the overall architectural style of the Community. Roof-mount installation is prohibited. Awnings or similar shading devices are permitted on the rear of the home. Awnings and shade devices must be consistent in color and material with the home and approved by the Reviewing Entity. No advertising or logos are allowed on awnings.
5. Free standing canvas/material gazebos and/or canopies/tents are not permitted as a permanent structure. These may be used in the rear yard for special occasions/events with prior approval from the Reviewing Entity.

L. Ancillary Equipment

1. All types of equipment shall be screened from street view and neighboring property. Screening shall be installed no less than one foot (1’) above the equipment, or by plant material of adequate density to accomplish the same result; however, a screening structure or planting shall not exceed four feet (4’) in height. With the exception of power vents for attic fans and approved lightning protection devices, roof-mounted and window-mounted equipment (including mechanical, air conditioning, and solar heating equipment) will not be allowed.
2. Antennas, satellite dishes or other devices for the transmission/reception of television or radio (including amateur or ham radios) signals are expected to be installed on the rear half of the home, under the eaves. The next preferred location is on the rear portion of the roof of the home, such that the satellite dish is installed in a location where it is as screened as possible from the street and neighboring Lots. If an Owner or resident cannot obtain an acceptable quality signal in the aforementioned locations, he or she must obtain a written statement from the installer verifying that there was no acceptable quality signal in these preferred locations. The statement shall be presented to the

Reviewing Entity, but it shall not delay the installation of the satellite dish. Any installation must be located solely on one Lot.

3. Swing sets are permitted in the rear yard. Swing sets must be constructed of wood and awnings are to be a solid color of navy, brown/tan or dark green. All portable play equipment, garden equipment (including hoses) and lawn furniture must be stored within the rear yard and shall not be left on any other portions of the Lot.
4. No artificial vegetation shall be permitted on the exterior of any Lot. No hammock, statuary, play equipment (including, without limitation, permanent or portable basketball goals), exterior sculpture, or fountains may be erected on any Lot without the prior written approval of the Reviewing Entity.
5. Basketball goals must be in-ground next to driveway (the specific location is subject to approval by the Reviewing Entity), and it must include a black post with a clear backboard. Hoop rings shall be painted metal with a white rope net. Chain or wire nets are not permitted. Basketball goals shall be maintained so they are safe to use and present a neat appearance. Rust shall be promptly eliminated, and broken or missing components shall be promptly replaced. Portable/temporary basketball goals are not permitted.
6. Please note, attaching ancillary equipment to a home may void the applicable warranties from Pulte Homes.

M. Trash Containers

1. Per the Kensley Declaration in Section 6.15(c) Garbage. Trash removal and recycling shall be subject to any further rules and regulations that the Board may adopt from time to time, in its discretion. Therefore, the Board of Directors of the HOA is requiring all homeowners to personally contract with Custom Disposal as their sanitation company.
2. All trash containers shall be covered and stored in the home's garage or on the side/rear portion of a home screened from neighboring view or the street. Trash containers may be left out for collection at dusk on the day prior to collection and must be returned to storage by dusk on the same day of collection.
3. The Reviewing Entity may permit trash screens on Lots. A trash screen shall be located at a minimum ten feet (10') back from the front corner of the Home. The Reviewing Entity may permit or require a paver or concrete path to the trash screen area. The approved material for a trash screen is wood. A trash screen shall be painted to match the approved siding color of the home. A trash screen shall not be constructed if it conflicts with the established drainage pattern for the Lot. The standardized trash screen design(s) are referred to as the "Approved Trash Screen Details" contained in Appendix E. A trash screen shall be constructed such that it is enclosed on a minimum of three sides (one side being the Home itself), or, as determined in the sole

discretion of the Reviewing Entity, fully enclosed on all four sides if the trash containers are visible from adjacent Lots or any street in the Community.

N. Signage

The following will apply, unless otherwise restricted by the City of Milton:

1. One (1) “For Sale” sign will be permitted on any individual Lot within the Community. Such sign shall be located directly within the Lot being advertised “for sale.” The overall height of the sign may not exceed six feet (6’). The sign must be removed within two (2) business days following the closing of the property, or the termination of the listing agreement.
2. “No Soliciting” and security/alarm signage shall be limited to placards or stickers not to exceed five by seven inches (5” x 7”) in size placed on the front door, door frame or window near the front door, or in the mulch bed nearest the front door of the home.
3. In accordance with the Declaration, no other signs are permitted on any Lot.
4. Notwithstanding the above, Pulte Homes shall be allowed to install any sign(s) necessary for purposes connected with the development of the Community and/or as may otherwise be prescribed in the Declaration.

O. Landscape Lighting

Guidelines for low-voltage and decorative lighting are defined below:

1. Low-voltage lighting:
 - a. Low-voltage light fixtures may be used for low-level path lighting, up lighting, down lighting and landscape architectural accent lighting. Tree-mounted down lights shall be shielded from the street and neighbors’ view.
 - b. Low-voltage fixtures shall be located and aimed carefully. Low voltage fixtures shall not constitute a nuisance or hazard to any Owner or neighboring resident.
 - c. A lighting layout plan for low-voltage fixtures shall be submitted to the Reviewing Entity for review and approval. The plan shall show the existing landscaping and hard surface

locations, proposed low-voltage fixture locations, and the manufacturer and light type.

- d. Junction boxes shall be placed below grade or screened from view to minimize daytime visibility.
- e. Low-voltage fixtures may not exceed thirty inches (30”) in height.

2. Decorative lighting:

- a. Exterior fence, building or deck-mounted light fixtures, including spotlights, floodlights, lantern lights and stair lights, shall conform to the architectural style of the home. Light fixture enclosures shall be designed to conceal the light bulb. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or neighboring resident.
- b. Spotlights and floodlights may be installed when attached to the soffit at the eave line at the corner of a home, and on the rear only, unless otherwise approved by the Reviewing Entity. Spotlights and floodlights must be installed and adjusted to point straight down, and they must remain in that position.
- c. Decorative lighting fixtures may be incandescent, metal halide, mercury vapor, or high-pressure sodium or gas lamps. Colored lamps are not allowed. If gas lamps are installed, all gas line extensions and installations must adhere to local building codes.
- d. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
- e. Post-mounted light fixtures shall not exceed a height of six feet (6’) from the finished grade of the Lot. Post-mounted light fixtures shall conform to the architectural style of the home.
- f. Seasonal lighting is permitted for illumination thirty (30) days prior to and ten (10) days after the holiday season. Seasonal lights may be installed between November 15th and January 15th, however, they may only be illuminated as prescribed above. Should extreme weather conditions become a factor in the removal of seasonal lights, it shall be in the sole discretion of the Reviewing Entity to grant an extension of the allowable time period for their removal. Extension cords shall never be located on public sidewalks.

- g. Attaching lighting to a home may void applicable warranties from Pulte Homes.

P. Swimming Pools and Spas

1. All swimming pools and spas shall generally be of the in-ground type with the exception to aboveground spas not exceeding three feet (3') in height above the existing grade level of the Lot. Such spas must be adequately screened from view from the street and/or any neighboring property, including the common areas.
2. All swimming pool and spa equipment shall be screened from view from the street and/or any neighboring property with plant materials of adequate density. Swimming pools and spas must be constructed entirely within the rear yard of the Lot. All swimming pools and spas shall be fenced for safety as required by applicable law, and installed according to the City of Milton. The Reviewing Entity may require additional plant materials to be installed to screen the swimming pool or spa from neighboring properties. Please refer to subsection M(1) above for equipment screening requirements.
3. Swimming pool and spa drains must connect to the street drainage. No swimming pools or spas may be drained onto the common areas or on any other neighboring Lot.

Q. Grills/Outdoor Fires

1. Built-in and portable grill units shall be for cooking only and must be located within the rear yard of the Lot. All built-in grills must be designed as an integral part of the home. Their location must be carefully planned to minimize smoke and/or odors from affecting neighboring properties. All built-in grills must be located at least four feet (4') from any wall of the home. Grills may utilize natural gas, propane or charcoal. No built-in grills/fireplace shall be installed without the prior approval of the Reviewing Entity.
2. Outdoor fires utilizing fire pits or chimneys are permitted in the rear yard of the Lot. Any other outdoor wood burning is prohibited, except at events on the common areas approved by the Reviewing Entity.

R. Prohibited Structures

1. Pursuant to the Declaration and/or these Rules and Regulations, the following structures shall be permitted from use and/or installation:

- Stand-alone flagpoles;
 - Storage buildings or sheds;
 - Clotheslines or clothes poles;
 - Detached garages;
 - Permanent tents;
 - Canvas-material gazebos/tents (unless used for a special occasion approved by the Reviewing Entity);
 - Aboveground swimming pools and spas;
 - Bird or squirrel houses exceeding the height of the roof eave on the home;
 - Artificial vegetation;
 - Accessory buildings, including gazebos, greenhouses and guesthouses; and
 - Pet houses.
2. All intended structures must receive prior written approval from the Reviewing Entity before installation will be permitted.
 3. Notwithstanding the above, Pulte Homes shall be allowed to install any structure(s) necessary for purposes connected with the development of the Community and/or as prescribed in the Declaration.

III. ARCHITECTURAL REVIEW

The architectural review process has been established to maintain the integrity of the architectural and design character of the Community. To this end, the Reviewing Entity will review all proposed additions, improvements or alterations on homes for conformity with the Rules and Regulations. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the Architectural Review Committee to make recommendations to the Board of Directors.

All Owners are required to submit plans to, and receive written approval from, the Reviewing Entity prior to: (1) performing additions, alterations, or modifications to existing Lots; (2) changing any exterior paint colors to the home, a fence, or other ancillary structure; (3) major landscaping changes; (4) installing a swimming pool, spas or fence; (5) any concrete work or installation of other ancillary equipment or signage; or (6) making any other Lot improvements that not listed in these Rules and Regulations or deviate from these Rules and Regulations. Moreover, it shall be the responsibility of all Owners to comply with the standards and guidelines of Article II of these Rules and Regulations, as well as the requirements contained in the Declaration.

A. Applications

1. All Owners shall submit the Application Form, as provided upon request from the Reviewing Entity and/or the Community's

management company, showing the plans for the proposed improvement as follows:

- a. For landscaping plan approval, or amendments to an approved landscaping plan, Owners shall submit a copy of their landscaping plan for the Lot, including a description of all varieties and sizes of trees and shrubs, with the location of each tree and shrub clearly delineated on the plan. It will facilitate the review if Owners can color code the trees and shrubs and provide a legend for the plan. If the submittal is an amendment to a previously approved landscape plan, (1) the existing trees and shrubs shall be marked on the landscape plan with a circle marked with a dashed line and a cross in the center indicating their location, and (2) the proposed additions shall be marked on the landscape plan with a circle marked with a solid line and a dot in the center indicating their location. All deleted materials shall be described as part of the submittal. The initial submittal shall also describe any proposed irrigation system, with the location of the timer box, the valves, and location of each sprinkler head and emitter. All irrigation systems shall have an automatic timer. In the event an Owner desires to install any hardscape, including, but not limited to, brick, masonry, railroad ties, wood trim, concrete, rocks or any other inert material, such items shall be clearly marked on the landscape plan and a legend shall be provided. Lots have been designed and graded to provide positive drainage from the Lot and protect environmental resources; in the event an Owner's plan proposes to alter the grade of the Lot, the location of all drainage structures and the direction and slope of the water flow must be indicated on the plan. All Owner shall hold harmless Pulte Homes and the Association for any and all damage to any party caused by the alteration of the grade by an Owner in connection with the design or installation of that Owner's proposed landscaping, including damage to the Lot. Owners will also be responsible for any damage caused by any change to drainage by themselves or hired contractors.
- b. For any changes or additions to a Lot, the Owner shall submit a copy of the site plan for his or her Lot, as well as a copy of the floor plan showing the proposed changes or additions. On such plans, the Owner shall also draw and/or indicated the proposed impact to the home's exterior elevation. If the Owner has a photograph of another house or a picture out of a magazine, it should be submitted along with the Application as it may assist the review process. The Application should also contain a

description of the materials the Owner intends to use in the proposed changes or additions.

- c. If the change or addition affects the roof or roofline of the home, a roof plan should also be submitted. A building cross-sectional may also be requested depending on the complexity of the change/addition.
 - d. All Owners are hereby advised that the City of Milton may require permits, depending on the proposed change or addition. It is the Owner's responsibility to comply with all the necessary permit requirements. The Owner shall also provide the Reviewing Entity with copies of any such permits if requested.
 - e. Prior to requesting a permit from the City of Milton, the Owner should obtain approval of any proposed change or addition from the Reviewing Entity.
 - f. Any permit or approval granted by the City of Milton, however, shall not bind the Reviewing Entity with respect to approval or denial of any Owner's proposed change or addition; the Reviewing Entity shall be fully independent and will have full authority for approval or denial of any such matters.
2. The Reviewing Entity shall review such Applications without a hearing and based solely on the information contained within each Application. Every effort shall be made to respond to the Owner within thirty (30) days. The decision from the Reviewing Entity shall be final on all reviews.
 3. Upon completion of review by the Reviewing Entity, one (1) set of plans shall be returned to the Owner accompanied by a letter indicating the decision from the Reviewing Entity and shall be rendered in one of the following three forms:
 - a. **Approved.** Approved means the entire Application submitted is approved in total.
 - b. **Conditionally Approved.** Conditionally Approved means the Application as submitted is denied; however, if the Owner fulfills the conditions provided by the Reviewing Entity it will be approved. In other words, an Owner may proceed with the work, but he or she must comply with any and all conditions/notations on the returned Application by the Reviewing Entity.

- c. **Not Approved.** Not Approved means the entire Application submitted is not approved and no work may be commenced by the Owner.

B. Fees

Review of Applications and all landscaping plans may be subject to a nominal fee structure payable to the Association to cover the costs of review by the Reviewing Entity.

C. Building Permits

If the plans submitted by an Owner require a building permit, the approval by the Reviewing Entity is not a guarantee that such plans will also be approved by the City of Milton. In addition, if the City of Milton requires a modification to such plans, such modifications must also be approved by the Reviewing Entity for the Owner to remain in compliance with these Rules and Regulations.

IV. ENFORCEMENT OF THE GOVERNING DOCUMENTS

The Declaration contains the scope of authority for the Association to review and determine alleged covenant violations by Owners and residents, and it also prescribes certain remedies for those violations. Pulte Homes and/or the Association, acting through its Board of Directors, may execute any and all of the enforcement remedies provided for in the Declaration and by Georgia law.

A. Violations

The Declaration prescribes the Association's authority for remedying any violation of the governing documents by an Owner or resident. The Association will deliver written notice of the violation to the Owner or resident, which shall include the specific nature of the violation and the necessary corrective action to be taken by the Owner or resident to cure the violation. Any Owner or resident who receives a violation notice shall have ten (10) days thereafter (or such longer time as the Reviewing Entity may prescribe) to cure the specified violation. If the Owner or resident does not cure the specified violation within the ten (10) day timeframe, the Lot Owner shall incur a Specific Assessment for each and every day that the violation continues to exist on the Lot. Please note, the enforcement rights herein are not exclusive, and the Association may utilize any other rights or remedies available to it pursuant to the Declaration or Georgia law.

B. Appeals

Any Owner or resident aggrieved by a decision of the Reviewing Entity may appeal such decision if the Owner or resident has modified the requested action or has new

information that would, in the sole opinion of the Reviewing Entity, warrant reconsideration.

V. CHANGES AND AMENDMENTS TO THE RULES AND REGULATIONS

These Rules and Regulations may be amended unilaterally by the Board of Directors without a vote of the Owners. All amendments shall become effective upon adoption by the Board of Directors and distribution to the Owners. No amendment shall be retroactive to previous work or approved work in progress. No amendment to these Rules and Regulations shall change, alter or modify any provision of the Declaration, the Articles of Incorporation, or the Bylaws.

VI. LEASE PROVISIONS

Upon issuance of a Leasing Permit, an Owner is allowed to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Leasing Permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with the Declaration. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and shall not be transferable between either Lots or Owners of Lots, except as expressly provided for in the Declaration.

In addition, Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignments of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Lot, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Lot) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

VII. AUTHORIZATIONS

These Rules and Regulations are hereby adopted by the Board of Directors of the Association. These Rules and Regulations may be amended and/or supplemented from time to time by the Board of Directors. The Reviewing Entity, whether expressly or implicitly noted herein, may review all Applications on a case by case basis and, as determined in its sole discretion, grant or deny a proposed request. Notwithstanding anything to the contrary contained herein, the Reviewing Entity shall also be authorized to grant individual variances from any of the provisions of these Rules and Regulations if it determines that the waiver in a particular case is dictated by unique circumstances, such

as, but not limited to, topography, natural obstructions, hardship, or aesthetic or environmental considerations, and it would not be inconsistent with the overall architectural or design scheme within the Community.

Appendix A

APPROVED INERT MATERIALS

Approved inert materials shall include those described below and other materials as may be approved by the Reviewing Entity, from time to time. Determination of whether a material is acceptable for inclusion in any specific situation shall be made by the Reviewing Entity and shall be in writing. Currently approved materials are as follows:

MULCH/BARK/PINE STRAW

Brown or black hardwood shredded mulch/bark and pine straw may be approved as inert ground cover and used in beds. Stone mulch is not permitted.

DECORATIVE ROCK MATERIAL

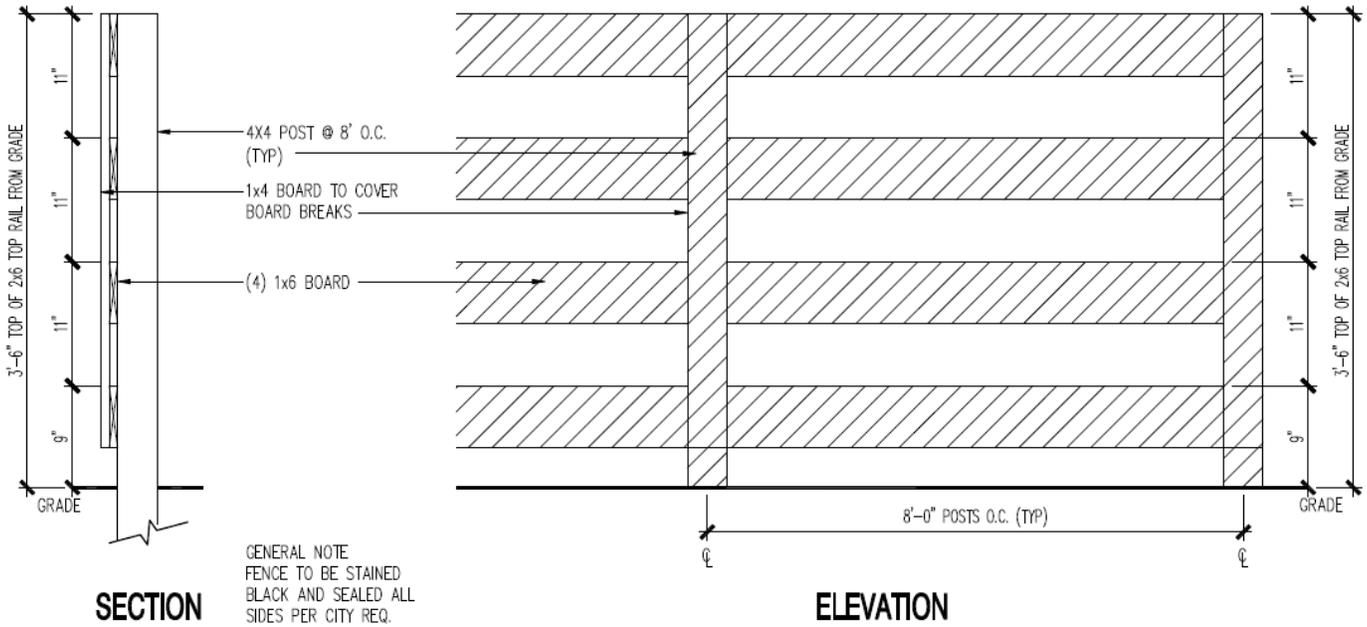
Decorative rock shall not be permitted as ground cover. Categories of decorative boulders are approved as follows:

- Moss Rock
- Tan Limestone
- Tan Sandstone
- Granite

Appendix B

APPROVED FENCE DETAILS

- Per the City of Milton, fence must be stained with two coats of “Farm Black” stain and sealer.
- If wire is to be used as backing, it must be two inches by four inches (2” x 4”) black welded wire.



Appendix C

LEASE PERMIT APPLICATION

This Leasing Permit Application ("Application") is made this _____ day of _____, 20____, by _____ ("Owner"), who owns the following Lot within Kensley, _____ (the "Lot"), located at _____ ("Address"). Owner desires to lease Owner's Lot per Section 8 of the Declaration of Protective Covenants for Kensley ("Declaration").

Upon issuance of a Leasing Permit, Owner is allowed to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Leasing Permit or Hardship Leasing Permit and Section 8 of the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Permits consistent with this Section 8. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner of a Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot for which a permit was issued to the Owner's predecessor in title).

Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Lot, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Lot) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Lot to a third party (excluding sales or transfers to (1) an Owner's spouse, (2) a person cohabitating with the Owner, and (3) a corporation, partnership, company, or legal entity in which the Owner is a principal); (B) the failure of an Owner of a Lot to lease his Lot within ninety (90) days of the Leasing Permit having been issued; or (C) after a Lot shall have been leased in accordance with the requirements of Section 8 of the Declaration, such Lot shall become unleased and shall remain unleased for a period of ninety (90) days. If current Leasing Permits have been issued for seven (7) Lots or more, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below seven (7) Lots. An Owner of a Lot who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below seven (7) Lots or less. The issuance of a Hardship Leasing Permit to an Owner of a Lot shall not cause the Owner of a Lot to be removed from the waiting list for a Leasing Permit.

OWNER:

_____ Date _____
Signature

_____ Date _____
Signature

(For Association Use Only)

Application Received By: _____ Date: _____

Permit APPROVED: _____ Permit DENIED: _____ If DENIED, reason: _____

Permit Issued By: _____
Signature Title

Appendix D

APPROVED TRASH SCREEN DETAILS

(The trash container must match the homes siding color),

