**Sutherland**

**Association Rules and Regulations**

The social success of a community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all home owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic. Your Board of Directors has adopted the following "ASSOCIATION RULES AND REGULATIONS" hereinafter referred to as "rules and regulations" to enhance the enjoyment and tranquility for all persons living in the community.

These Rules and Regulations do not supersede or change the Bylaws or CC&Rs in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" appears, if used in this document, it will include any and all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenants / occupant's actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations.

The monthly maintenance assessments by the Homeowners Association on common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, each owner's assessment will have to be increased accordingly.

MAKE INQUIRIES OR REPORT VIOLATIONS TO:

Fieldstone Property Management

404-920-8621

NOTE: Please do not take your complaints directly to the Board Members. No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

All of the rules and regulations herein may be changed or added to at any time by the Board of Directors with due notice. Any consents granted hereunder may be revoked for due cause.

RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL NOTICE.

Board of Directors

**ENFORCEMENT OF RULES AND REGULATIONS**

**In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Owners. (Whenever the word "Owner" is used in this document, the word "tenant" shall also apply.)**

**THE STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:**

**1. SCHEDULE AND COSTS OF NOTICES**

1. **First Violation: Warning Letter to Owner**
2. **Second Violation: $50.00 Fine**
3. **Third Violation: $100.00 Fine**
4. **Fourth Violation or Reoccurring Offenses: Enforcement in Accordance with the Determination of the Board of Directors.**

**1. The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines, etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.**

**2. Homeowners are responsible for damage caused to the common area.**

**3. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the home Owner.**

**4. It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also responsible for any and all damage caused by their tenants.**

**5. Anyone wishing to report an alleged violation of the Rules and Regulations or CC & Rs may do so by contacting the property management company. The identity of the person reporting the violation will not be disclosed to the Owner involved.**

**6. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action. In addition, voting rights and the right to use the pool may be suspended.**

**ASSOCIATION RULES AND REGULATIONS**

**GENERAL COMMUNITY**

**I. AREA DEFINITIONS**

1. **Common Area**

**Common areas are those outside your property lines, including the recreation areas, walkways, lawns, landscaping.**

**2. Owner Area**

**Owner or home areas are all structures, exterior and interior surfaces of perimeter walls, ceilings, floors, roofs, windows, doors, and lawn within the property lines of each lot.**

**II. COMMON AREA**

1. **Any damage to buildings, recreational area or equipment, or any other common area property caused by an owner, his family or guests, or employee contractors shall be at the expense of the applicable owner.**
2. **Children eight (8) years and under must be accompanied by an adult when in the common areas.**
3. **After dark, no unsupervised children under the age of 16 are allowed in the common areas.**
4. **Any damage to the general common areas or common personal property caused by a home owner or a child or children of a home owner or their guests or the guests of a home owner shall be repaired at the expense of the home owner.**
5. **Please reference “Sutherland HOA Pool Rules” for specific rules regarding the pool and clubhouse common areas.**

**III. PROTECTION OF COMMON AREA**

1. **Baseball, football, and other ball games shall be restricted to open lawn areas. No type of ball playing against walls (including driveway walls) is allowed. Damage caused by said activities shall be the responsibility of home owner.**
2. **Children under eight (8) years of age must not be left unattended in any common area.**
3. **Climbing on trees, shrubbery, walls, and fences is prohibited. Homeowners are responsible for any common area damage caused by them, or a member of their household, their tenants, their guests, or pets.**
4. **Articles of clothing, linens, towels, or bathing suits are not to be left within or around the common areas.**
5. **It is prohibited to discard any item onto the common area, unless discarded into the provided trash receptacles.**
6. **No owner is permitted to paint, repair, maintain, alter, or modify any railing, structure, installation, or landscaping of the common area without prior approval of the Board of Directors.**
7. **Use of the clubhouse is only permitted by submission of a rental agreement or prior approval from the Board of Directors.**

**IV. MAINTENANCE OF PROPERTY**

**HOME MAINTENANCE**

1. **Homeowners are responsible for their respective lots and Buildings (improvement). Each owner of a Lot shall be responsible for maintenance of his Lot and improvements thereto including the equipment and fixtures therein, exterior walls, the ceiling and roof, the windows and doors thereof, fencing, in a clean, sanitary, workable and attractive condition.**
2. **Any unclean, unhealthy, unsightly or unkempt condition on a lot is not allowed. There shall be nothing obnoxious to the eye, foul in smell, offensive in sound, or disorderly.**
3. **Prior written approval from the ACC or Board of Directors is required for construction of any fence on a lot.**
4. **Window air conditioning units and exterior clotheslines are not permitted within street view.**
5. **Exterior sculpture, water features, flags and similar items listed shall not be permitted on the exterior of any property except in accordance with the Covenants and with prior written approval of the ACC.**
6. **Garbage cans, woodpiles and other similar items shall be concealed from sight from the front of the property. They are permitted against the side of the home.**
7. **No exterior construction, addition or alteration, including change in the exterior color, on a lot shall be made without prior written approval by the Board of Directors, as outlined in the Covenants. This includes, the addition of storm and screen doors and windows, energy conservation equipment, swimming pools, sheds, fences, etc. and the obstruction or alteration of drainage flows.**
8. **Each owner shall also be responsible for maintaining any exclusive easements to his Lot.**
9. **All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards, cardboard, foil, paint or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes blinds etc., are recommended. Each owner shall also be responsible for the repair, replacement, and cleaning of the windows, glass, and window coverings of his lot where they can be seen from the outside.**

**LAWN MAINTENANCE**

**The following are minimally acceptable standards for all residents, including home owners and home renters, within the confines of the community:**

1. **Mowing Frequency: During the growing season (April 1 to October 31) lawns should be mowed at least once every 10 days, weather permitting.**
2. **Maximum Height of Lawn Vegetation: Year-round, any lawn vegetation should be no more than 6” in height as measured from the top of the soil. This includes the areas of the lawn that adjoin surface structures, or adjoin hardscape, are next to utility boxes and underneath and around fences.**
3. **Grass Encroachment of Permanent Surfacing: Lawn grass should not encroach or extend over permanent surfacing such as driveways, curbs and sidewalks. Residents are required to trim or “edge” areas of their lawn adjacent to driveways, curbs and sidewalks to prevent vegetation encroachment of those permanent surfaces.**
4. **Landscape Trimming: Landscape shrubbery, including trees, will be neatly trimmed to be visually appealing, symmetrical and proportionate to the property. Dead landscape shrubbery material must be removed within 10 days of browning. The exception is entire dead trees above 15’ in height, dead trees must be removed within 60 days of complete browning.**
5. **Weeds: At no time should a lawn area be more than 10% weeds. Residents must take care to either pull weeds by hand or apply chemical treatments to reduce the area of weed coverage.**
6. **Gardens: Vegetable gardens whose purpose is to grow edible items are prohibited in any area of the resident’s yard that is visible from the street.**

**VI. REFUSE REMOVAL AND TRASH**

1. **Garbage cans, woodpiles, rubbish/junk, oversized trash items, and other similar items shall be concealed from view of the front of the owner’s property.**
2. **Empty containers, and oversized trash items must be removed from public view by midnight of the day of trash pick-up.**
3. **Residents are to pick up any blowing or leftover trash not removed by trash pickup.**

**IX. PETS**

1. **Pets must be kept on a leash or confined within the owner's property. If any pets become a general nuisance, county code action will be taken.**
2. **All animals shall be the exclusive responsibility of the owner of the home. The owner is responsible for cleanup of animal's waste products immediately.**
3. **Damage to shrubbery, landscaping, buildings, etc. within the common areas, by animals will be at the expense of the owner.**
4. **No animals of any kind are permitted within the Association clubhouse, gated pool area, and gated playground area.**

**XIV. PARKING AREA RULES**

**This section includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations.**

1. **All thoroughfares are considered fire and emergency access roads. Parking on common areas other than in parking stalls is prohibited.**
2. **The speed limit is whatever is safe, but not to exceed twenty-five (25) mile per hour.**
3. **There shall be no vehicle repairs allowed in any common area.**
4. **Storage of any motor vehicle, mobile home, R.V., camper, boat, or trailer in common area parking is strictly prohibited.**
5. **Residents are responsible for removal any oil or grease marks on driveways or sidewalks. Cost for any oil or grease marks, or damage to any common area having to be removed or repaired by the Association will be assessed to the responsible owner.**
6. **All homeowners/residents shall be responsible for their guests with regard to parking rules of the association.**
7. **No trailer, camper, recreational vehicle, boat or inoperative or unregistered automobile shall be parked on a homeowner’s lot within view for longer than a 24-hour period.**
8. **No toys, bikes, skateboards or other items or personal property is to be left or stored in the common area.**
9. **Vehicles in throughways, blocking another vehicle, on grassy areas, or creating a hazard may be towed immediately. No trailer may be parked within sight on any lot.**
10. **Any Parking on the lawn or landscape within the common areas is prohibited at all times.**
11. **Parking is prohibited in the area between the curb and the sidewalk adjacent to any street.**
12. **All vehicles shall be operated in a careful, prudent, safe and quiet manner, including on any private drive.**
13. **Pursuant the Winder Municipal code, all provisions of these codes are enforceable in the subdivision by citation by the Sheriff’s Department.**
14. **The Homeowners Association (nor the Board of Directors) shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle. THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE PARKED UPON THE HOMEOWNERS ASSOCIATION PROPERTY AND SHALL INCLUDE PERSONAL AND/OR COMMON AREA PROPERTY.**