

# **WOODBRIIDGE ESTATES**

## **Community-Wide Standards, Architectural Guidelines & Rules and Regulations**

Updated September 2021

**WOODBIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.**

**COMMUNITY-WIDE STANDARDS, ARCHITECTURAL GUIDELINES &  
RULES AND REGULATIONS**  
SINGLE FAMILY DETACHED HOMES

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### **GENERAL INFORMATION**

1. Common Area is defined any and all real and personal property and easements, leaseholds and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. Spaces visible from the Common Area will be considered an area of inspection for Covenant Violations.
2. No exterior building or landscape modifications are allowed. Only the Board of Directors, or the Architectural Review Committee ("ARC"), if established by the Board may approve any exterior building modification, addition, or landscaping modification.
3. Rules and restrictions may, from time to time, be promulgated, modified, or deleted by the Board of Directors without the consent of the members of the Association, pursuant to Section 6.1 of the Declaration; however, the use restrictions contained in the Declaration may only be amended in the manner provided by Section 15 of the Declaration.
4. Pursuant to Section 7.1(c) of the Declaration, the Board may adopt written architectural and landscaping standards and such guidelines may be modified, in whole or in part, repealed, or expanded by the Board at any time.

### **COVENANT ENFORCEMENT PROCEDURES**

1. Apparent Covenant violations – as may be reported by any source – must be submitted in writing to the Board of Directors to be referred for appropriate action.
2. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include: (A) suspension of the right to vote; (B) suspension of the privilege of using the recreational facilities; (C) recordation of notice of covenant violation with the Superior Court of Henry County; (D) imposition of a fine on a per violation and/or per day basis; (E) commencement of legal proceedings; (F) correction of the violation by the Association with all costs charged to the violator; and/or (G) filing of a lien for all fines and costs to correct the violation.

**COMMUNITY-WIDE STANDARDS, ARCHITECTURAL GUIDELINES & RULES AND  
REGULATIONS**

**Single Family Detached homes**

**STANDARD NUMBER 1**

Pets

1. Common household pets such as dogs, cats, hamsters, birds, fish, etc., may be kept in a dwelling so as long as doing so does not violate any state or local laws governing the same. Livestock and/or poultry are not allowed. Pets considered dangerous or vicious, in the sole discretion of the Board of Directors, will not be allowed.
2. Dogs shall at all times when outside of a dwelling be kept on a leash or otherwise under the physical control of a responsible person. Pets are not permitted to be unattended or tied up in the Common Area at any time.
3. Pet owners must immediately clean up after their pet and dispose of the pet waste in appropriate receptacles.
4. Patios, decks, balconies, and courtyards shall not be used as animal control areas. Any pet that is determined to be, in the sole discretion of the Board of Directors, an unreasonable nuisance to the Community because of excessive noise or odor, shall be subject to removal from the Community. Outdoor pet houses are not allowed.
5. Pet owners are responsible for any damage to Common Area that is caused by their pet(s). Any necessary repairs shall be made by the Association and assessed back to the associated Owner(s).

**STANDARD NUMBER 2**

Patios, Balconies, Decks, and Courtyards

1. Patios, balconies, decks, and courtyards may not be used as storage areas nor in any way detract from the appearance of the building. Items include, but not limited to, birdhouses, toys or play equipment, recreational items, may not remain in view when not in use. Portable goals may not be maintained on any Lot, in the street, or at the curb.
2. Residents shall not dry any item on the patio, deck, balcony or courtyard areas, or on lines or poles hung on the exterior of any building.
3. No awnings or other projections shall be attached to the exterior of any building without approval.
4. All residents and occupants shall use care in securing items or fixtures kept on patio, balcony, courtyard or deck areas.
5. No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors or its designee. If applicable, courtyards or any enclosed areas attached to a Lot must be maintained by the Owner.

6. State or local ordinances may govern the use of, or completely ban the use of gas and/or charcoal grills on patios, balconies, or decks, by residents of multi-family buildings. In locations that allow grills on patios, balconies, or decks, Owners must follow jurisdiction guidelines. At no time during use may the grill be positioned under another balcony or deck. Grills must be stored in an acceptable manner when not in use.
7. Exterior saunas, spas, and/or hot tubs must be approved in writing by the Board or its designee. If the structure is visible from another residence, the Owner must obtain written approval from those particular neighbors. Appropriate screening is required. The sauna, spa or hot tub may not drain onto Common Area.
8. 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.
9. 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 the same color(s) as the permitted fence stain shown in Appendix A. No deck, patio or seat-wall will be constructed in a way that conflicts with the drainage pattern established for the Lot.
10. 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 Board or its designee reserves the right to limit the size and location of decks.
11. 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 Board or its designee. No advertising or logos are allowed on awnings.
12. 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 Board or its designee.

### **STANDARD NUMBER 3**

#### **Exterior Landscaping, Concrete Paver Additions, Decorative Objects, Maintenance and Sheds**

1. Unless otherwise specified, and approved by the Board or its designee, no exterior decorative objects or landscaping changes are allowed.
2. A maximum of four (4) flowerpots are permitted on the front entry area (but plastic flowerpots are not permitted). Plants and flowers in pots must always be neat and healthy. Planting pots and plantings must be aesthetically acceptable, as determined by the Board or its designee. Protrusions from pots are not allowed (*e.g.*, trellises). Flowerpots are not allowed on driveways or in mulched or landscaped areas.
  - 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

Board or its designee; 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 Board or its designee and the Board or its designee 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 Board or its designee.
  - 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 shall be covered with either turf or ground cover. Where turf is used on the Lot, Bermuda or Zoysia grass to match the turf originally installed should be used for replacement.
  - e. Landscape beds with brown or black mulch are the only color options. 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 Board or its designee reserves the right to limit the number of stones or boulders used as decoration in a landscape.
3. Front door wreaths are allowed but should be seasonally appropriate, no larger than eighteen inches (18") in diameter, and aesthetically acceptable at the sole discretion of the Board or its designee.
4. Storm doors and screen doors may be permitted with approval by the Board or its designee.
5. Exterior entrances and sidewalks may not be obstructed.
6. Vehicular traffic across lawn or landscaped areas is not permitted. The expense to repair areas due to repeated foot traffic or vehicular access will be assessed to the Owner causing said damage.
7. Owners are responsible for conducting basic visual inspections of the exterior condition of their home, including paint, caulk, sealants, gutters, loose concrete, decks, patios, balconies, front entry areas, garage doors, and roofs.
8. Seasonal statues, lighting and other decorative landscaping items may be allowed in the front and rear of the home within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the Board or its designee, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
9. 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 case-by-case and approval will be determined by the Board or its designee. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted.

10. Storage Sheds or other similar structures are prohibited, article 6.21 of the Declaration.
11. 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 home without written approval from the Board or its designee. The Board or its designee 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.

#### **STANDARD NUMBER 4**

##### **Trash Collection**

1. All refuse must be placed in a trash receptacle (such as a trash can) with a lid to keep the garbage contained. Recycling bins are to be guarded with some type of weighted material that will contain the recycled goods until pickup. Trash receptacles and recycle bins shall be stored inside the garage or storage room. Trash receptacles and recycling bins shall be stored inside the dwelling’s garage, storage room, or a trash receptacle enclosure (such enclosure to have been installed only upon prior written approval from the ARC). Trash receptacles and recycling bins may be placed by the curb on the opposite side of the driveway from the mailbox **after 6:00 p.m.** the night before pickup and must be returned to storage by the end of the day it is picked up.
2. All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (e.g., furniture, appliances, carpet, etc.).

#### **STANDARD NUMBER 5**

##### **Signs and Flags**

1. Standards for signs are as follows:
  - A. Owners may place one sign on the Lot, not larger than four (4) square feet and a maximum height of four (4) feet above ground level, offering a Lot for sale. The sign must be professionally lettered, aesthetically pleasing in color and design with appropriate wording. No “For Rent” or other leasing signs may be posted anywhere on a Lot. The content of the sign and anything attached to, associated with, or in the vicinity of the sign states or conveys only that the residence is for sale and the name and telephone number of the person to contact for additional information.
  - B. Owners may install one small professional security sign inside a window, not larger than 4” by 4”, indicating that a security system exists on property.
  - C. All other signage requires the prior written consent of the Board; however, the Board will use the guidelines below in determining whether approvals will be granted:
    - i. Garage Sale signage is not permitted.
    - ii. Political Signage: Signage representing, advertising, or advocating any political candidate, party or issue may be permitted if not larger than four (4) square feet above ground. Signs of a political nature may be displayed no sooner than thirty (30) days prior to an

officially recognized election and must be removed within five (5) days after the election.

- iii. Event or Personal Recognition Signage: Signage, including but not limited to, graduation announcements, sports recognition, birth announcements, scholastic or other personal achievement signs will be governed following the same conditions as Political signage, except for time frame. These signs may only be displayed for a period not to exceed two (2) weeks.
2. A Form is not required to be submitted for a single attached flagpole, not to exceed six (6) feet in length, attached to the front portion of the house or attached to the house in the garage entry area. Seasonal, sports, state or American flags may be displayed so long as the flag is no larger than 3' by 5'.

## **STANDARD NUMBER 6**

### **Exterior and Seasonal Lighting, HVAC Units**

1. The Association shall be responsible for Common Area lighting. Owners shall maintain all lights controlled by an interior switch, including replacing the light bulb for these lights.
2. No additional installation of light poles, security lights, or landscape lighting is permitted without approval from the Board or its designee.
3. Appropriate holiday lighting, placed inside the Lot but visible from outside the Lot, is allowed. Any requests for additional exterior holiday lighting must be approved by the Board of Directors or its designee, prior to installation.
4. Window air conditioning units or window fans shall not be permitted in any Lot.

## **STANDARD NUMBER 7**

### **Vehicles and Parking**

1. Vehicles shall park in garage spaces first. If more vehicles are owned than garage space is available, vehicles may be parked in the driveway. Garages are not to be used for storage. Owners are responsible for the guest's parking and must ensure that guests park in a safe manner and do not impede access to other driveways and/or traffic. Vehicles shall not be parked on any street within the Community, except for in any striped and/or lined parking spaces along the public rights-of-way.
2. All vehicle operators shall observe all local, County, and State traffic regulations at all times while in the Community.
3. All vehicles operated within the Community shall meet and adhere to state and local noise ordinances, including those that regulate the use of certain motors, mufflers, and stereo equipment.
4. No disabled vehicles, stored vehicles, boats, trailers, campers, buses, vans (except minivans or utility vehicles used as non-commercial passenger vehicles), trucks (except pick-up trucks and sport utility vehicles), recreational vehicles (for example, without limitation, RV's, and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Community, except in enclosed garages. Additional provisions



related to parking of vehicles and enforcement are set forth in Section 6.4 of the Declaration, and the enforcement rights of the Association include the right to fine and/or tow improperly parked vehicles. Owners are encouraged to review Section 6.4 of the Declaration and be familiar with its terms.

5. No mechanical work may be performed on vehicles in the subdivision except as can be provided within the enclosed garage of the Lot, screening the sight, sounds, and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only, and shall not extend to the repairs of vehicles not belonging to residents of the Community.

## **STANDARD NUMBER 8**

### **Satellite Dishes**

1. No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite (DBS) antennas or multi-channel, multi-point distribution service (MMDS) antennas larger than one (1) meter in diameter, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter, antennas designed to receive or transmit fixed wireless signals and television broadcast service antennas (each a "Permitted Antenna") may be installed only if reasonably screened and located as approved by the Board or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant and its affiliates reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish, or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.
2. Owners/residents desiring to install a satellite dish must install the dish in the least visible location that provides an optimal signal. In this context, the "least visible" shall mean locations are preferred in the following order: (1) the rear roof line of the home not visible from the street; (2) the side of the home; or (3) the front corner of the home with minimal visibility from the street.
3. No satellite dish may be installed on any Common Area or mounted on any pole installed on Common Area.

## **STANDARD NUMBER 9**

### **Fences**

1. Fences will be allowed to start ten feet (10') maximum up from the rear corner of the home, extend to left/right property line and run along the side property lines and across the rear property line. Variations to the above will be considered on a case-by-case basis. Fence locations for Lots with drainage easements, severe topography, etc. will be considered on a case-by-case basis. Fences on corner Lots will be required to keep the fence eighteen feet (18') from the back of curb on street side unless otherwise approved by the Board or its designee. Fences must be maintained and kept in good condition. The Board or its designee may require the fence to be pressure washed and/or stained should the fence become unsightly.

2. It shall be the duty of the Board or its designee 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 A. Exterior Lots will have an option of using the fence detail solely on the rear of the property as shown in Appendix A in lieu of the wood privacy fencing. 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, governing municipality, or agents acting on their behalf, if necessary, for maintenance or repairs as determined in the Association’s or governing municipality’s sole discretion with or without notice. Further, all Owners understand that to the extent all or a portion of a fence is removed, they 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 governing municipality 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 Board or its designee before installation will be permitted.

#### **STANDARD NUMBER 10**

##### **Leasing**

1. Lots may be leased for residential purposes only. Under no circumstances shall a Lot, or any portion thereof, be leased, rented or used for short-term, transient or hotel purposes or rented through short-term rental services, including, without limitation, VRBO, Airbnb, HomeAway, or other similar rental services.

2. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide a copy of the proposed lease agreement to the Board.
3. The Board may approve or disapprove the form of the lease. If a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and these Rules and Regulations.
4. In addition, Lots may be leased only in their entirety. **No fraction or portion of a Lot may be leased. There shall be no subleasing of Lots or assignments of leases without prior written Board approval. Any lease must provide for a term of at least one (1) year.** Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease, the name of the lessee and all other people occupying the Lot, and the Owner's address and other contact information other than at the Lot. The Owner must provide the Governing Documents.
5. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lease. The Board's approval or disapproval shall be limited to the form of the proposed lease.
6. The Owner's lessee shall comply with all provisions of the Governing Documents, and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure compliance. The Owner shall cause all Occupants of the Lot to comply with the Governing Documents and shall be responsible for all violations by the Occupants, notwithstanding the fact that the Occupants of the Lot are fully liable and may be sanctioned for the violation. If the lessee, a guest of the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the Owner's lessee, and the fine may be assessed against the lessee in accordance with Section 16.2 of the Declaration. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.
7. Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease, and it gives the Owner the right to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, without limitation, the power and authority as attorney-in-fact on behalf and for the benefit of the Owner to evict the lessee. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Lot.
8. The Owner transfers and assigns to the Owner's lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including the Limited Common Area.
9. If an Owner who is leasing a Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than 30 days after it is due and payable, then the delinquent Owner consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, the lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, the lessee need not make the payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid

at the time of the Board's request. All payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make monthly rental payments to Owner. If the lessee fails to comply with the Board's request to pay assessments or other charges, the lessee shall pay to the Association all amounts authorized under the Declaration as if the lessee were an Owner. The above provision shall not be construed to release an Owner from any obligation, including the obligation for assessments, for which an Owner would otherwise be responsible.

10. These leasing provisions shall not apply to any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot, as provided in Section 13.3 of the Declaration.

#### Privacy Screens

1. Privacy screens will be allowed solely within the rear yard. Privacy screening may enclose a maximum of two (2) sides of a deck or patio area. No privacy screen shall be allowed in front or side yard area. No privacy screen may exceed seventy-two inches (72") in height. All privacy screens must have ninety-degree (90°) corners and run parallel as well as perpendicular to the primary wall surfaces of the home as originally constructed.
2. The approved material for a privacy screen is wood. The privacy screen must be painted the same color of the trim of the home.

#### 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 Board or its designee may approve trellises on a case-by-case basis.

#### Pergolas and 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 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.

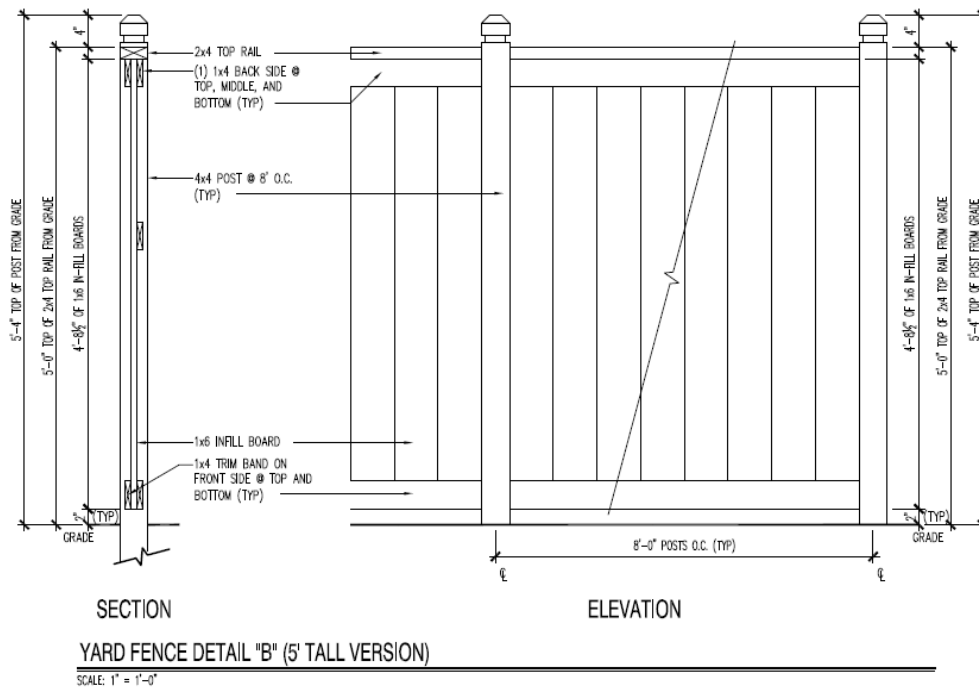
4. One (1) arbor may be installed and must be structurally sound and in accordance with local building codes. Arbors may not be attached to the home nor exceed eight feet (8') in height, four feet (4') in width, and four feet (4') in depth. The arbor must be designed to support plant or vine growth and 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 Board or its designee.

#### 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. 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.
3. 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 Board or its designee.
4. Please note, attaching ancillary equipment to a home may void the applicable warranties from Pulte homes.

#### Trash Containers and Trash Screens

1. 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.
2. The Board or its designee 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 Board or its designee 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 or stained to match the approved fence stain, if applicable. 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 B. 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 Board or its designee, fully enclosed on all four sides if the trash containers are visible from adjacent Lots or any street in the community.



**Appendix A**  
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**FENCE DETAIL OPTION FOR EXTERIOR LOTS REAR SECTION ONLY (4', 5' OR 6')**

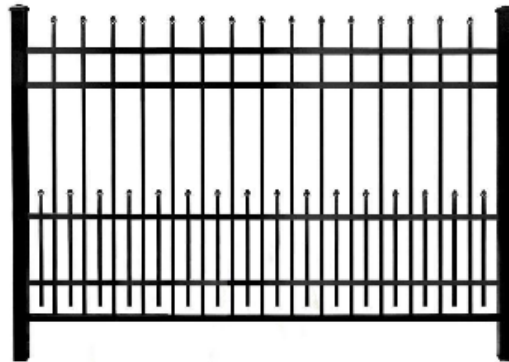
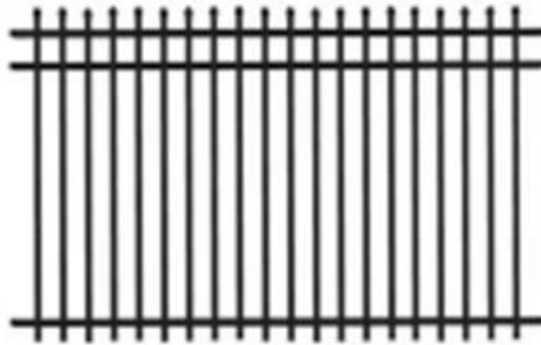
Exterior Lots have the option of an aluminum fence on the rear section only. The preferred fence detail is as follows:



**Appendix A**  
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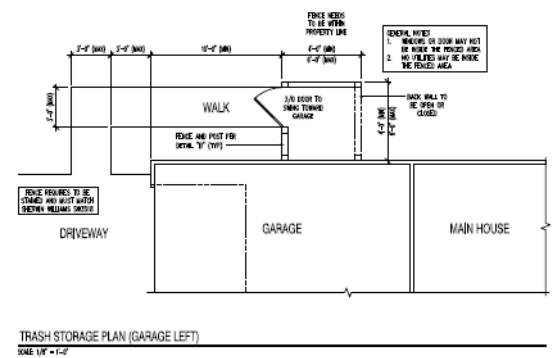
**4', 5' OR 6' TALL ALUMINUM FENCE**

The preferred fence details are as follows:





### APPROVED TRASH SCREEN DETAILS

[illegible]

REQUEST FOR MODIFICATION REVIEW

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ home Phone \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Office Phone \_\_\_\_\_

Neighborhood \_\_\_\_\_ Lot \_\_\_\_\_

Please provide the Board (or its designee, as applicable) with all information necessary to evaluate the request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, list of materials, pictures (if applicable), and any other information as specifically required below or as required by the Architectural Guidelines approved for the Community.

Description of Modification Requested:

\_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Acknowledgment of adjacent Owners (**all Owners sharing common boundary line**): This acknowledgement will be considered by the Board (or its designee, as applicable) but will not be binding upon the Board (or its designee, as applicable) .

Signature \_\_\_\_\_ Lot (\_\_\_\_) In Favor (\_\_\_\_) Not in Favor (\_\_\_\_)

Signature \_\_\_\_\_ Lot (\_\_\_\_) In Favor (\_\_\_\_) Not in Favor (\_\_\_\_)

Signature \_\_\_\_\_ Lot (\_\_\_\_) In Favor (\_\_\_\_) Not in Favor (\_\_\_\_)

**Please refer to the Standards for necessary information required for modifications.**

Note: I understand and agree that no work on this request shall commence until written approval of the Board (or its designee, as applicable) has been received by me. I represent and warrant that the requested changes strictly conform to the Architectural Guidelines and that these changes shall be made in strict conformance with the Architectural Guidelines. I understand that I am responsible for complying with all city and county regulations.

Neither Pulte home Company, LLC, the Association Board of Directors, the Architectural Review Committee (if established) nor their respective members, Secretary, successors, assigns, agents, representatives, or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The architectural review is directed toward review and approval of site planning, appearance, and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR BOARD USE** Approved By: \_\_\_\_\_

Board Member

Date Received \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Conditions \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_