

NORTH COVE NEIGHBORHOOD ASSOCIATION, INC.

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

Table of Contents

- GENERAL INFORMATION
- COVENANT ENFORCEMENT PROCEDURES
- COMMUNITY-WIDE STANDARDS

Standard Number 1	Pets
Standard Number 2	Patios, Balconies, Open-Top Terraces Decks, and Courtyards
Standard Number 3	Architectural Character, Exterior Landscaping, Decorative Objects, and Maintenance
Standard Number 4	Trash Collection
Standard Number 5	Signs and Flags
Standard Number 6	Exterior Lighting and HVAC Units
Standard Number 7	Vehicles and Parking
Standard Number 8	Home Theaters, Stereo Systems, and Alarms
Standard Number 9	Satellite Dishes
Standard Number 10	Fences
Standard Number 11	Leasing

- APPENDIX A FENCE DETAIL
- REQUEST FOR MODIFICATION REVIEW

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may adopt written architectural and landscaping standards and such guidelines may be modified, in whole or in part, repealed, or expanded by the Board at any time.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 Forsyth 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 and Townhomes

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, open-top terraces 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, Open-Top Terraces, Decks, and Courtyards

1. Patios, balconies, open-top terraces, decks, and courtyards may not be used as storage areas nor in any way detract from the appearance of the dwelling or townhome 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, balcony, open-top terrace, deck, or courtyard areas, or on lines or poles hung on the exterior of any dwelling or townhome building.
3. No awnings or other projections shall be attached to the exterior of any dwelling or townhome building without approval. Umbrellas are not permitted on open-top terraces.
4. All residents and occupants shall use care in securing items or fixtures kept on patio, balcony, open-top terrace, deck or courtyard area.
5. No patio, porch or open-top terrace 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, open-top terraces or decks, by residents of multi-family buildings. In locations that allow grills on patios, balconies, open-top terraces 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. Exterior saunas, spas, and/or hot tubs are not permitted on open-top terraces.
8. Outdoor kitchens may be permitted on open-top terraces with the prior written approval of the Board or its designee. Owners are required to submit plans for review.
9. Deck stain color is to match Sherwin Williams Woodscapes – Hawthorne SW 3518.

STANDARD NUMBER 3

Architectural Character, Exterior Landscaping, Decorative Objects, and Maintenance

1. Unless otherwise specified, and approved by the reviewing entity, no exterior decorative objects or landscaping changes are allowed on Lots.
2. A maximum of four (4) flowerpots are permitted (however, plastic flowerpots are not permitted) on the front entry area. Potted plants and flowers in pots must always be neat and healthy. Planting pots and plantings must be aesthetically acceptable, as determined by the Board of Directors or its designee. Protrusions from pots, such as, but not limited to, a trellis, are not allowed. Flowerpots are not allowed on driveways or in mulched or landscaped areas. Potted plants on open-top terraces are limited in weight.
3. Front door wreaths are allowed but should be seasonally appropriate, no larger than eighteen (18) inches in diameter, and aesthetically acceptable at the sole discretion of the Board of Directors or its designee.
4. Storm doors and screen doors may be permitted with approval by the reviewing entity.
5. Exterior entrances and sidewalks may not be obstructed.
6. Vehicular traffic across lawn or landscaped areas is not permitted. The expense to repairs 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 dwelling or townhome, 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 dwelling 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.

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. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted.
10. The Association will maintain the landscaping along a prominent slope within the Community, which includes a rear portion of Lots 239, 240, 241, 262, and 263, as depicted on the Landscape Easement recorded in Deed Book 9593, Page 117 - 122 of the Forsyth County, Georgia land records ("Landscape Easement"). However, the Association will not maintain any portion of the Landscape Easement that is enclosed by a Lot Owner's fence.

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 or townhome'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 and a maximum height of four (4) feet above ground level. 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) consecutive weeks.
 - iv. All other signage requires the prior written consent of the Board or its designee.
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 dwelling or townhome or attached to the dwelling or townhome 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 Lighting and 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 reviewing entity.
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. Overhead string lights are permitted on porches, decks and open-top terraces with prior written approval by the Board or its designee. These lights must be clear or white in color. The proposed location and type of lighting must also be submitted to the Board or its designee for approval.
5. 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 their guests' 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, RVs 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

Home Theaters, Stereo Systems, and Alarms

Built-in speakers in townhome party walls and/or ceilings are not allowed. Volume and bass settings must be maintained at a reasonable level, in the sole discretion of the Board of Directors at all times.

STANDARD NUMBER 9

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 of Directors 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 10

Fences

1. Fences are permitted in the community and it shall be the duty of the Board of Directors to maintain in effect a standardized design of fence(s) that may be erected along the easement area. The standardized fence design(s) are referred to as the “Approved Fence Details” conforming to Appendix A. Fences must be professionally installed. If wood privacy fencing, the approved stain is to match is Sherwin Williams Woodscapes–Hawthorne SW 3518.
2. For townhome Lots, fences shall also be subject to the following guidelines:
 - The Builder will install a ten-foot (10’) privacy fence panel that each fence must attach to.
 - Townhome fences must be an aluminum six-foot (6’) fence—see the “Approved Fence Details” in Appendix A for allowable townhome fences.
 - The width of the fence shall match the width of the townhome where the fence is located.
 - The depth of the fenced-in area shall match the easement area noted on the recorded plat (i.e. measured from the rear of the townhome’s base floorplan).
 - All fences serving a given townhome building will align at the same depth (i.e. so the rear fence line creates a single plane).
 - Fences shall not be allowed to impede proper water drainage across the Lots.
 - All fenced-in areas are required to have a gate for access. Fence gates are not permitted to be locked.
 - **Owners are responsible for maintenance inside their private, fenced-in areas.**

STANDARD NUMBER 11

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

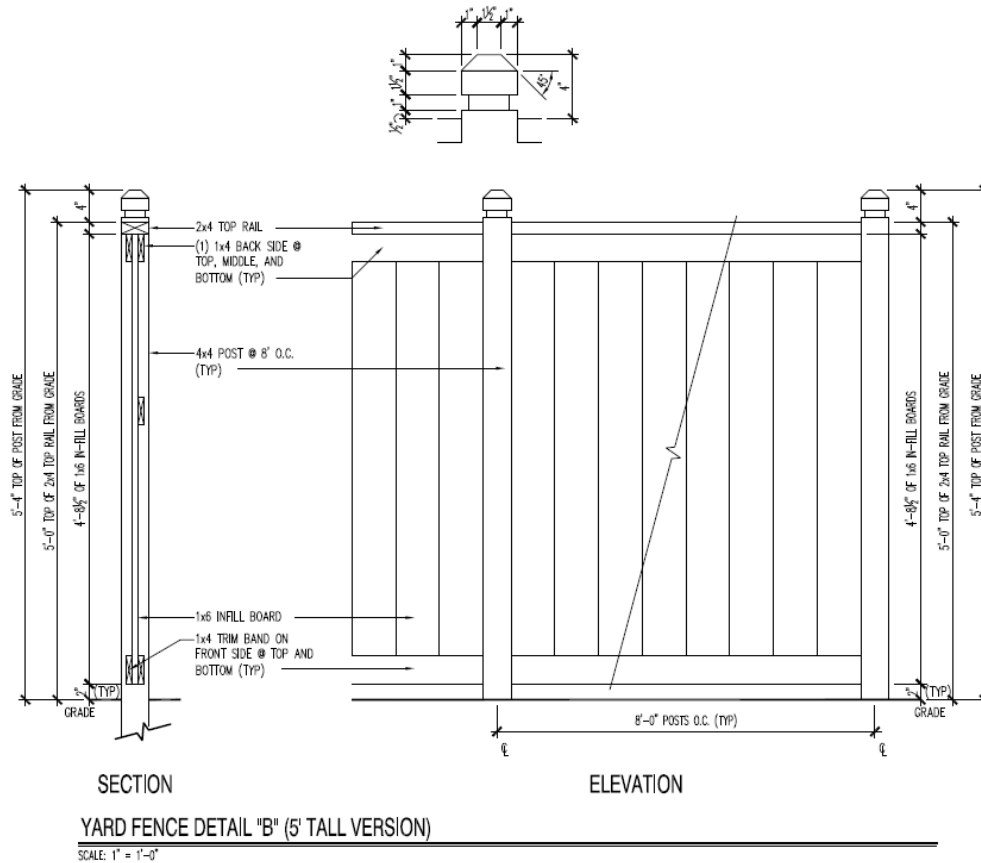
to release an Owner from any obligation, including the obligation for assessments, for which an Owner would otherwise be responsible.

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.

Appendix A
1 of 2

FENCE DETAIL

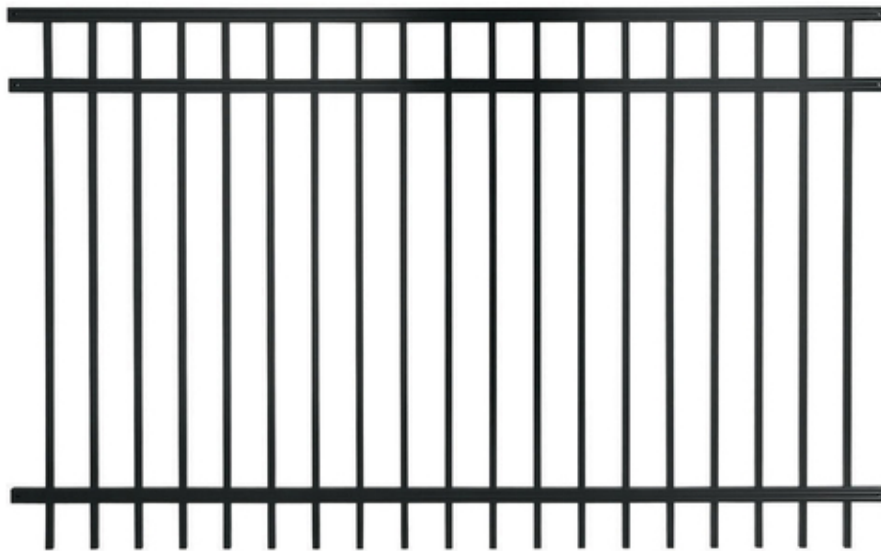
If stain is to be used on a wooden fence, the stain color is to match Sherwin Williams Woodscapes – Hawthorne SW 3518. Only 6' heights are permitted with 4 x 4 posts. The preferred wooden fence detail is as follows:



Appendix A
2 of 2

FENCE DETAIL OPTION FOR EXTERIOR TOWNHOME LOTS – REAR SECTION ONLY (6')

Exterior townhome Lots have the option of an aluminum fence on the rear section only. The style shall be as follows (6' only):



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:

