

Revised November 2007

## Stoney Brook Plantation Homeowners Association

This document has four parts:

1. Declaration of Covenants
2. Design Standards
3. By-Laws
4. Pool Regulations

This document is reproduced for your convenience and includes all the updated amendments as of Nov 2007. The Official documents are located in the Fayette County offices and contain all previous amendments.

**DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS**

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**DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this fourth day of August, 1986 by ABERDEEN BUILDING SERVICES, INC., a Georgia Corporation (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Fayette County, Georgia, which is more particularly described on Exhibit A and Exhibit B, attached hereto and made a part hereof.

WHEREAS, Declarant intends to develop on lands, including the real property described above, a development to be known as Stoney Brook Plantation (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a nonprofit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants, Restrictions and Easements set forth herein shall run with the Property (as hereinafter defined), and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

## ARTICLE I DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.01. Association. "Association" means Stoney Brook Plantation Homeowners' Association, Inc. (a nonprofit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.02. Board. "Board" means the Board of Directors of the Association.

1.03. By-Law. "By-Laws" mean the By-Laws of the Association.

1.04. Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association for the common use and enjoyment of the Owners.

1.05. Declarant. "Declarant" means Aberdeen Building Services, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.06. Lot. "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Fayette County, Georgia, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot.

1.07. Member. "Member" means any Member of the Association.

1.08. Membership. "Membership" means the collective total of all Members of all classes of the Association.

1.09. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.10. Property. "Property" means that certain real property (other than Common Property) hereinabove described together with such additional real property as the Declarant may acquire and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article X hereof.

1.11. Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.12. Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which

affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.12 applies to such change.

1.13 Act. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

1.14 Common Expenses. "Common Expenses" shall mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Lots.

**Article 1 of the Declaration is hereby amended by adding the following new definition:**

1.13 Occupant means any person staying overnight in a dwelling on a Member's Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

## ARTICLE II COMMON PROPERTY

### 2.01. Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property"). The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and natural area preservation. The Declarant may, at the Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02. Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to suspension by the Association as provided in Sections 2.03(f) and 3.05.

2.03. Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources; and provided, however, that during the period prior to the time when the Class A Members (as hereinafter defined) have the right to elect an absolute majority of the Board, the Association shall not deed, grant or convey to anyone, any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by a two-thirds (2/3) vote of those Class A Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association;

(c) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

(d) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and



such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of those Class A Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) charge reasonable fees in connection with the admission to and use of facilities or services, provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(g) to sell, lease or otherwise convey all or any part of its properties and interests therein; and

(h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

2.04. Types of Common Property. At the time of the conveyance of any real property by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance that such real property is to be Common Property, and further may designate in the deed of conveyance the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

2.05. Delegation of Use. Any Owner may delegate to the Members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

**ARTICLE III**  
**STONEY BROOK PLANTATION HOMEOWNERS' ASSOCIATION**

3.01. Purposes, Powers, and Duties of the Association. The Association shall be formed as a nonprofit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purposes, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code, and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02. Membership in the Association. Every Owner shall automatically be a Member of the Association and shall be subject to all privileges and responsibilities set out in these Covenants, Restrictions and Easements. Such Membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements.

3.03. Voting Privileges. The present land Owners in Stoney Brook Plantation, Phases I, II, and III, as evidenced by Deeds recorded in the Clerk of the Superior Court's Office, Fayette County, Georgia, shall be Class A Members and shall be entitled to (2) Class A votes for each Lot owned. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the Secretary of the Association. The two votes allowed by each Class A Owner shall not be divided and/or split in any vote taken by the Association Membership.

The Owners of property located in Phase IV and Phase V of Stoney Brook Plantation shall be declared to be Class B Members and shall be entitled to one vote for each Lot owned. The Class B Membership shall automatically be converted to Class A Membership with all rights, privileges and responsibilities thereof only upon the completion of and granting of an occupancy permit for a single family dwelling constructed on the property. When a Class B Membership is converted to a Class A Membership that conversion shall carry with it all rights, privileges and responsibilities of Class A Membership including but not limited to two votes for each home owned within Phase IV and Phase V of Stoney Brook Plantation.

3.04. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be set forth in the By-Laws of the Association. The President and Secretary of the Association shall be authorized to sign any and all documents necessary to bind the Association and/or to execute amendments made to the Declaration of Covenants, Restrictions and Easements.

3.05. Suspension of Membership. The Board may suspend the voting rights of any Members and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the Right of Abatement, as defined in Section 8.02, by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the Architectural Control Committee within thirty (30) days after having received notice of the same pursuant to the provisions of Section 5.11, 6.14, or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section

3.05, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.06. Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.07. Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

## **ARTICLE IV ASSESSMENTS**

4.01 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots in the Property as may be more specifically authorized by the Board.

4.02 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless otherwise provided by the Board, the annual assessment shall be due on January 1 of each year, but may be paid in two installments of fifty percent (50%) of the annual assessment on January 1 and July 1 of each year. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

4.03 Allocation of Liability for Common Expenses. Except as otherwise provided herein, each Lot is hereby allocated equal liability for Common Expenses.

(a) Except as provided below, or elsewhere in the Act or the Association legal instruments, the amount of all Common Expenses shall be assessed against all the Lots.

(b) The Board of Directors shall have the power to assess specially pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility under the Association legal instruments, any Common Expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specially assessed against such Lot or Lots.

For purposes of subsection 4.03(b) of this Section, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

4.04 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

a) If any of the annual assessments or other charges are not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

b) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

c) If assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in installments for that fiscal year.

d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not limit ingress or egress to or from the Lot).

4.05 Computation of Operating Budget and Assessment. It shall be the duty of the Board at least thirty (30) days prior to the beginning of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the

budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new budget and assessment shall take effect without a meeting of the members.

4.06 Special Assessments. In addition to the annual assessment provided for in Section 4.02 above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed two hundred (\$200.00) dollars first shall be approved by the affirmative vote of at least two-thirds (2/3) of Owners present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

4.07 Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 4.05. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

4.08 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

4.09 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

## ARTICLE V ARCHITECTURAL CONTROL

5.01. Board's Authority. During the development period of Stoney Brook Plantation, the Board of Directors shall have the sole right to determine the builder's qualifications and who may or may not install, construct or alter any Structure on any lot. In the event the Board determines that a builder's qualifications are unacceptable for any reason, that builder shall not be allowed to install, construct, or alter any Structure on any Lot, even if the architectural plans are found to be comparable to other Structures in the development.

5.02. Architectural Control Committee--Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of Members. Notwithstanding anything to the contrary contained herein, all Members of the ACC shall be appointed by the Declarant until the first to occur of (i) August 3, 2001 or (ii) until every Lot is conveyed by Declarant to a third party. All costs of operating the ACC shall be borne by the Association.

(b) Each initial Member of the ACC shall be appointed for a term expiring on December 31, 1983. Thereafter each Member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the Membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining Members of the ACC shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any ACC Member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any Member of the ACC may be removed at any time with or without cause by the Declarant (or Board if at the time the Board has the right to appoint Members of the ACC).

5.03. Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Stoney Brook Plantation, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.04. Officers, Subcommittees and Compensation. The Members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of Members of the ACC as they shall from time to time determine necessary. The Members of the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as Members of the ACC.

5.05. Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the Members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each Member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special

meetings need not specify the purpose of purposes for which the meeting is called. Notice of a meeting need not be given to any Member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a Member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the Member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the Members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the Members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the Absence of a quorum, any Member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the Members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 5.06 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more Members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more Members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more Members shall, within Five (5) days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the Members of the ACC with respect to such matter shall be final and binding.

5.06. Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

(i) governing the form and the content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and



(iv) assuring the conformity and harmony of external design and general quality of Stoney Brook Plantation.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

5.07. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

5.08. Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications or any of the features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Lot.

5.09. Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for Stoney

Brook Plantation as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.10. Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.11. Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time [or time] enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.12. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erections, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall provide written notice to the Owner setting forth in reasonable detail the violation and the specific action or actions required to remedy the violation. The ACC shall have the authority to require that work be stopped immediately and not recommence until the work has been approved as required by this Article V. If the Owner does not take reasonable steps to remedy the violation within ten (10) days of the date of the letter, the ACC shall notify the Board. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner, shall not have taken reasonable steps toward the required remedial actions within twenty (20) days after the mailing of the aforesaid notice of violation from the Board of Directors, then the Board shall have the Right of Abatement as provided in Section 8.02 of Article VIII hereof. In the alternative, the Board may elect to impose fines as provided in Article VIII, Section 8.05 of this Declaration.

5.13. Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability,

sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.14. Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 5.11. The fee shall be established from time to time by the ACC and published in the Design Standards.

5.15. Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, age, marital status, color, sex, religion or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, age, color, sex, religion or national origin.

**ARTICLE VI  
GENERAL COVENANTS AND RESTRICTIONS**

6.01. Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.

6.02. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not increase traffic in the Property; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section 6.02.

6.03. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.

6.04. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 6.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

6.05. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure shall be included in the Development Guidelines of the ACC.

6.06. Trees. No tree having a diameter of six (6) inches or more (measured from a point one (1) foot above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

6.07. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

6.08. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "FOR SALE" or "FOR RENT" sign, such sign having a maximum face area of six (6) square feet; provided, however, that if, at the time of any desired use of such sign, the Association is making "FOR SALE" or "FOR RENT" signs available for the Owner's use, the signs made available by the Association must be used;
- (iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.
- (iv) One professionally lettered security sign not to exceed one foot by one foot.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC. Except as provided in the Design Standards, no "SOLD" sign shall at any time be installed or maintained on any Lot or on any portion of the Structure visible from the exterior thereof.

6.09. Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks and recorded plat.

6.10. Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC.

6.11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

6.12. Antennae. Radio, television, satellite dish or any other type antennae used for the purpose of receiving any type signals, electronic or otherwise, installed on the exterior of any Structure or on any Lot, shall not be visible from the street abutting any such Structure or Lot. No antennae, satellite dish or any other type antennae shall be installed on the exterior of any structure or on any Lot, for the purpose of transmitting electronic signals. The location of any satellite dish type antennae shall be approved by the ACC prior to the installation of any such satellite dish. The location of satellite dishes on Lots 1, 4, 10 and 11 in Phase I of Stoney Brook Plantation is hereby approved.

6.13. Clothesline. No outside clothesline placed on any Lot shall be visible from any Common Property or from the street abutting such Lot.

6.14. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming

of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

6.15. Recreational Vehicles and Trailers. No trailer, trailer house, boat or recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the ACC pursuant to this Section 6.15 or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the ACC as required by Section 5.07 of this Declaration. In addition, no automobile, truck, or other motorized vehicle may be kept outside a garage unless such vehicle has up-to-date license and inspection sticker. Guidelines relating to screening may be included in the Design Standards of the ACC. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the ACC prior to its being moved on the construction site.

6.16. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot.

6.17. Nondiscrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale of rental of, or otherwise make available, or deny the purchase or rental of any Lot to any persons because of race, color, age, religion, sex, marital status or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

6.18. Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

6.19. Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) In addition, during construction the building materials on the Lot shall be placed and kept in an orderly fashion. Specifically, the Lot shall be policed prior to each weekend; during the weekend, all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be installed underground or screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

6.20. Completion. The exterior of all Structures must be completed within one (1) year after the construction of same shall have commenced (building permit date), except where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, fire, national emergency, or natural calamities.

6.21. Sewer Connection. Prior to the occupancy of a residence on the Lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Georgia Utilities Company, or any other company providing such services, or septic tank approved by appropriate governmental authority.

6.22. Property Condition. The entire property shall at all times be kept in a clean and well maintained condition. All landscaped areas shall be well groomed and maintained at all times. No building or Structure shall be permitted to fall into disrepair, and each such building and Structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction to any such building or Structure, such building or Structure may be repaired or reconstructed in accordance with previously approved plans and specifications. In the event the Owner elects not to repair or reconstruct, then Owner shall within ninety (90) days of such damage or destruction remove the Structure, grade the property, and return same to a clean and well maintained condition. Should Owner fail to begin reconstruction or removal within such ninety day period, Declarant shall have the right, privilege and license, but not the obligation, to enter upon the site, remove such damaged or destroyed Structure, and grade site at Owner's expense. Any such expense incurred by Declarant in Owner's behalf shall be payable by Owner within five (5) days after written notice therefor.

**Article VI, Section 6.02 shall be amended by adding a new subsection (b) thereto as follows:**

(b) Number of Occupants. No more than two Occupants per bedroom are permitted in the dwelling, as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date of this Amendment. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

If an Owner is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Owner shall designate in writing to the board the name(s) of the person(s) who will occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every 12 months without the Board's written consent.

**ARTICLE VII  
EASEMENTS, ZONING AND OTHER RESTRICTIONS**

**7.01. Easements.**

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery bushes, trees, flowers and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

**7.02. Easement Area.** The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

**7.03. Entry.** The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provision of Section 7.01.

**7.04. Zoning and Private Restrictions.** None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

**7.05. Written Consent or Approvals.** For the purposes of these restrictions, any written consents or approvals as may be necessary or required hereunder may be given by such person or entity as the Declarant may from time to time designate in writing, which designation will be filed in the public records maintained by the Clerk of the Superior Court of Fayette County, Georgia, and which will be effective until the same is revoked in like manner.



## ARTICLE VIII ENFORCEMENT

8.01. Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02. Right of Abatement.

(a) Except where different notice provisions are provided in Sections 5.12 and 6.14, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section and in Sections 5.12 and 6.14 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection including reasonable attorney's fees, together with interest thereon at ten (10%) percent per annum or such higher amount as may be allowed by law, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by acceptable law made superior, (ii) the liens created by Section 4.01 hereof, and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon), and (2) to finance the construction, repair or alteration of Structures.

8.03. Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performances, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.04. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose on any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each

Owner hereby grants to the Association and its assigns the following irrevocable power of attorney:

To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Fayette County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Fayette County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per cent of the aggregate amount due for attorney's fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) **Waiver.** Each Owner, by acceptance of a deed conveying a Lot subject to this Declaration, waives any right which owner may have under the constitution or the laws of the State of Georgia or the constitution or the laws of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this Declaration and Owner waives Owner's rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this Declaration on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Owner in this paragraph have been made voluntarily, intelligently and knowingly, after Owner has first been allowed the opportunity to consult legal counsel with respect to Owner's possible rights.

8.05 **Authority and Enforcement.**

(a) The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Owners and occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

In addition to any other remedies for enforcement provided for in this Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of

Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and the occupant, and the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Lot Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property (unless an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, in which case such suspensions shall be automatic), unless and until notice of the violation is given as provided in subsection 8.05 (b)(i) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection 8.05(b)(ii) below.

(i) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent by certified mail, return receipt requested, which shall state: (A) the nature of the alleged violation; (B) the proposed sanction to be imposed; (C) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (D) the name, address, and telephone number of a person to contact to challenge the proposed action; and (E) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice as provided in the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period. In the event of a continuing violation, each day the violation continues constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

**ARTICLE IX  
DURATION AND AMENDMENT**

9.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

9.02 Amendment. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fayette County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

**ARTICLE X  
ADDITION OF PHASE IV**

Property owned by the Equitable Life Assurance Society of the United States adjacent to the present Stoney Brook Plantation property shall be developed into a subdivision to be known as Stoney Brook Plantation Phase IV and Phase V. Future property owners of Phase IV and Phase V property shall become members of the Present Stoney Brook Homeowners Association and membership in the Association is mandatory and contemplated under the terms and conditions as stated herein.

Stoney Brook Plantation Phase IV and Phase V shall contain certain "common Property"; that property shall be deeded to the existing Association and shall be governed under the terms and conditions of the Declaration of Covenants, Restrictions and Easements, as amended, and as recorded in the public records of Fayette County, Georgia.

## ARTICLE XI MISCELLANEOUS

11.01. Miscellaneous. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.02. Severability. A determination by a court that any revision hereof is invalid for any reason shall not effect the validity of any other provision hereof.

11.03. Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.04. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

11.05. Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, by registered or certified mail, return receipt requested, and sent to each Owner's address as registered with the Association in accordance with the By-Laws. Any written communication transmitted in accordance with this Section 11.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

11.06. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

11.07. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant.

11.08. Sale of Lots. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within thirty (30) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Section shall not be construed to create a right of first refusal in the Association or in any third party.

**IN WITNESS WHEREOF**, the undersigned officers of Stoney Brook Plantation Homeowner's Association, Inc., hereby certify that the above amendments to the Declaration were duly adopted by the required majority of the Association and its membership.

This \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**STONEY BROOK PLANTATION  
HOMEOWNERS' ASSOCIATION INC.**

By: \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_ (SEAL)

(CORPORATE SEAL)

Sworn to and subscribed to  
before me the \_\_\_\_ day of  
\_\_\_\_\_, 199 \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(NOTARY SEAL)

**DESIGN STANDARDS**  
**STONE BROOK PLANTATION**

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**DESIGN STANDARDS**  
**STONE BROOK PLANTATION**

**I. AUTHORITY, PURPOSE, DEFINITIONS**

A. Authority. This Design Standards document is promulgated pursuant to authority granted to the Architectural Control Committee (hereinafter referred to as the "ACC") of the Stoney Brook Plantation (hereinafter referred to as the "Development") under section 5.06 of the Stoney Brook Plantation Declaration of Covenants, Conditions and Restrictions, recorded in Deed Book 243, Pages 496-529, Fayette County, Georgia records (hereinafter referred to as the "Declaration"). The requirements of these Design Standards shall be in addition to and not in lieu of the requirements and provisions of the Declaration. These Design Standards supersede all others prior to this date.

B. Purpose. Plans and Specifications must be submitted to and approved by the ACC pursuant to the Declaration and these Design Standards for the sole and exclusive purpose of assuring that all Structures within the Development are in conformity and harmony of external design and general quality and in conformity and harmony with existing standards of the neighborhood. These Design Standards apply to all dwellings both during construction and to the Owner after construction.

C. Definitions. The words "Structure", "Owner", and "Lot" as used herein shall have the same meaning as such words have in the Declaration.

D. Submission of Plans and Specifications.

1. Plans and specifications for the construction or placement of any Structure on any Lot shall be submitted to and reviewed by the ACC in accordance with the requirements of Section 5.07 of the Declaration.

2. 5.07, 5.08, 5.09, and 5.10 of the Declaration are reprinted here for your convenience.

5.07. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

5.08. Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications or any of the features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Lot.

5.09. Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for Stoney Brook Plantation as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures.

In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable

efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.10. Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

(Every effort will be made to have plans approved within four [4] business days by the ACC.)

## II. SITE PLANNING AND LANDSCAPING

A. Site Planning and Design. All Structures with related improvement, paved and open areas, shall be located on each Lot to:

1. minimize changes in existing topography;
2. preserve existing trees and vegetation to the maximum extent possible;
3. control drainage and prevent erosion; and
4. create prime views and conceal unsightly areas.

B. Landscape Plan. Prior to the installation of any landscaping or removal of existing vegetation, a landscape plan shall be submitted to the ACC for approval. Such plan shall be drawn to the scale representing one inch per twenty feet and shall as a minimum, contain the following information:

1. the names of the Subdivision, Builder or Homeowner, the landscape architect or the person preparing the plan and the Lot number;
2. location of tree save areas;
3. location of areas to be landscaped and indication of the type, number and size of trees and shrubs to be used; and
4. location of driveways, walks, retaining walls, septic tanks, drain fills, and all other improvements.

C. Landscape Guidelines. Natural wooded areas shall be supplemented with additional landscaping materials to cover areas that are bare and/or to control areas in which

erosion may occur. Additionally, foundation planting shall be implemented on the dwelling front and sides, as a minimum.

D. Trenched Areas. All trenched areas shall be filled and compacted so as to remain level with the land adjacent to such areas.

E. Tree Removal. No pine trees having a diameter of six (6) inches or greater (measured four (4) feet above ground level) and no hardwood trees greater than six feet in height may be removed without prior written approval or as provided herein. Tree removal shall be selective, replacing less desirable or valuable trees with more desirable specimens.

F. Sodding. That portion of the front and side yards of any Lot not landscaped with planting beds or left in a natural wooded setting shall be 100% sodded.

### III. BUILDING PAD, CLEARING AND STAKING

A. Marking of Structure Location. Concurrent with approval by the ACC of plans and specifications for any Structure and prior to the commencement of any construction or grading on the Lot for which such plans and specifications were approved, the location of such Structure shall be clearly marked on such Lot. After such marking, the Owner or the Owner's Contractor shall request that a representative of the ACC inspect the proposed location of the Structure as marked on the Lot to determine whether such location is consistent with the guidelines for location of buildings contained in these Design Standards. After receipt of such request the ACC shall (1) inspect the proposed location of the Structure as marked on the Lot, and (2) notify the Owner in writing of its approval or disapproval of the proposed location of the Structure. In any case in which the ACC shall disapprove the proposed location, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable location may be marked and submitted for approval. In no event shall the Builder or Homeowner allow any grading or cutting of trees on the Lot prior to approval of the proposed location by the ACC.

B. Clearings. There shall be no clearing in excess of twelve (12) feet beyond the building pad or three (3) feet beyond the driveway without the prior written approval of the ACC. Notwithstanding the foregoing, the clearing of the rear portion of any Lot up to a maximum of thirty (30) feet from the main plane of the largest portion of the rear of the primary residential Structure is allowed. Clearing beyond the thirty (30) foot limit requires prior written approval of the ACC, based on submission by the Builder and approval of the ACC of the landscape plan. The Builder's attention is also drawn to the Peachtree City Erosion Control Ordinance governing, among other things, the use and protection of buffer areas, as well as the requirements for enhanced septic systems on Lots adjacent to streams, ponds, lakes, etc.

C. Construction Vehicle Restrictions. During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveway as approved in the plans and specification by the ACC. In no event shall any driveways other than those approved the ACC be constructed or used for temporary access to any Lot. All vehicles shall be parked at Lot so as to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot.

D. Construction Debris. Construction debris shall be removed as often as necessary to keep the lot and any Structure thereon attractive.

E. Grading and Drainage. Lots shall be graded in such a manner so as not to block any natural or manmade swales, ditches or draining Structures. Earth and hay berms shall be installed on Lots by the Builder or Homeowner thereof when in the opinion of the ACC, such Lot may erode due to topography. Whenever possible, Lots shall drain independently rather than to adjoining Lots. Builder or Homeowner shall be held responsible for any damage caused to the lake or adjoining Lot(s) by erosion.

#### IV. BUILDING LOCATION

A. Set Back Lines. Except as hereinafter provided, no building or other Structures, except as herein identified shall be located on any Lot in the Subdivision nearer to the front Lot line than fifty (50) feet nor nearer to the side Lot line than fifteen (15) feet and no nearer to the

rear Lot line than thirty (30) feet. No building or other improvements (pools, decks, out buildings, etc.) shall be located on any Lot in the Subdivision nearer than fifteen (15) feet to the rear property line of any such Lot nor nearer to the side property line than fifteen (15) feet.

## V. DESIGN DETAILS

### A. Dwelling.

1. Square Footage. The total living area of the main residential structure on any Lot in the Subdivision shall not have less than 3,000 square feet of enclosed heated area on single floor level houses. Houses of multiple floor levels shall have a minimum of 1,600 square feet of enclosed, heated area on the street floor and not less than 3,000 square feet of total enclosed, heated living area. These heated, enclosed living areas are exclusive, except where otherwise permitted, of garages, porches and basements at the time of the sale of such Lot by the Builder to a Homeowner.

2. Height. The main residential structure on any Lot shall not exceed three stories in height above grade as viewed from street level.

3. Residence Orientation: Corner Lots. With regard to corner Lots, the front of each such Lot shall be that lot line having the shortest dimension on the abutting street; however, where corner Lots allow for the orientation of the main residential dwellings to be corner oriented, such orientation shall be allowed with ACC approval.

4. Residence Orientation. The main residential dwelling will face the front of the Lot.

### B. Garages and Driveways.

1. Garage Size. Garages shall be constructed of a size not less than necessary for the housing of two standard size (7' x 20') American cars nor for more than four standard size American cars.

2. Garage Opening. Garages shall open to the side or rear unless an exception is approved by the ACC for a Lot for reasons related to topography, trees or building lines. Such



exception must be requested when plans and specifications for any garage are submitted to the ACC for approval.

3. Garage Doors. All garage doors (except pedestrian doors) shall be equipped with electric actuators. Garage doors shall be coordinated with all structures on the Lot and materials and colors for such doors shall be specified on the plans and specifications submitted to the ACC for approval.

4. Corner Lot Driveways. All driveways on corner Lots shall be located toward the opposite side of the Lot from the corner.

5. Materials. Driveways must be paved with concrete, brick, exposed concrete aggregate, stamped concrete, or asphalt.

6. Finishing. All concrete driveways shall have a light broom finish unless a similar texture is provided by stamped or exposed aggregate concrete, and joints shall be provided to control surface cracking.

7. Width. Driveways shall be a minimum of ten (10) feet and a maximum of sixteen (16) feet in width.

C. Elevation.

1. Multi-fronted Lots. The exterior elevations of the improvements constructed on all multiple fronted Lots in the Subdivision (corner Lots, lake and greenbelt Lots) shall receive as much attention to design as the front elevation of such improvements.

2. Gable Louvers. Front facing gable louvers shall not have an area larger than six (6) square feet.

D. Exterior Colors and Materials

1. Exterior Colors and Materials. All exterior colors and materials of all Structures shall be specified in the plans and specifications submitted to the ACC for approval and shall be subject to the color and material guidelines contained in these Architectural Guidelines.

2. Initial Color and Materials Scheme: Approval. The initial exterior colors and materials of the main residential dwelling and garage, if applicable, shall be subject to the approval of the ACC.

3. Change of Color and Materials: Approval. No Homeowner shall change the exterior or colors or materials of any residence or garage, if applicable, without the prior written approval of the ACC.

4. Approval. Any request for the approval of exterior colors or materials must be presented in such a manner that the ACC can determine how the color or material will appear on the substrate or Structure to which it is to be applied.

5. Materials and Colors Guidelines.

a. Materials.

(1) A minimum number of exterior materials shall be used on Structures to avoid a cluttered appearance. Where two materials are used (in addition to glass), one shall be dominant.

(2) Secondary materials, when used, shall compliment the dominant material in texture and color.

(3) Recommended materials include:

- (a) brick
- (b) stone
- (c) stucco
- (d) wood garage doors of simple design

(4) Unacceptable materials include:

- (a) artificial brick or stone
- (b) color coatings which simulate natural materials
- (c) unnatural tones of brick and stones
- (d) visible mill (silver) finish and aluminum flashing
- (e) unfinished standard concrete masonry units (blocks)

(5) The exterior materials of all Structures on all Lots shall be harmonious and complementary.

(6) Wall Coverage. The exterior wall of any dwelling constructed, if masonry is used, shall consist of masonry construction covering 100% of the total exterior wall area, excluding door and window openings, architectural accents and porch or deck construction.

(7) If the use of masonry does not comply with Paragraph 3., above, then the use of masonry shall not exceed 50% of a street facing elevation, for exterior wall accent purposes only.

E. Colors.

1. The exterior colors of the walls and roof of a single-family residential Structure shall be compatible and harmonious with the colors of nearby single-family residential Structures. High reflective colors shall be avoided.

2. A minimum number of exterior colors shall be used. When more than one color is used, one shall be clearly dominant.

3. Secondary colors shall be:

- a. compatible with the dominant colors and
- b. limited to architectural details such as fascia frames and other building trim.

4. High contrast colors, when used on Structures shall be limited to architectural elements such as entry doors.

5. The colors of walls of adjacent single-family residential Structures shall not be the same.

6. The natural color of brick and stone shall not be altered with paint or stain.

F. Roofs.

1. Peaked Roof. The minimum allowable roof pitch shall be 8/12 on the primary roof configuration and front facing gables with the exception of a roof garden or deck or as herein provided. The minimum allowable pitch for other roof configurations shall be 6/12.

2. Shed Type Roof. Shed type roofs having an area in excess of sixty (60) square feet of maximum roof area are prohibited, unless in the opinion of the ACC this roof type represents a significant architectural element in the house design.

3. Shingles; Overhang. Shingles shall be installed so that such shingles do not extend beyond the roof line more than three-fourths (3/4) inch. Shingles with architectural design are preferred.

4. Roofing Material. Roof materials may be standing or batten seam metal, copper, metal shingles, clay tile, slate, concrete tile, fiberglass/asphalt shingles or similar roofing material.

5. Stack Vents; etc. All stack vents, attic ventilators, and similar roof penetrations shall be located on the rear slope of the roof in such a manner so that they cannot be viewed from the street on which the main residential dwelling fronts.

6. Roof Accessories. All exposed roof accessories including, without limitation, stack vents, roof flashings, attic ventilators, metal chimney caps, skylight curbs and solar collector frames shall match the color of the roofing material or shall be of a compatible color.

G. Foundation Materials.

1. Foundation Materials. All foundations must be of masonry or masonry veneer construction.

2. Foundation Exposure. Not more than eight (8) inches of any concrete or concrete masonry unit may be exposed to view from any street, golf cart path, or lake.

3. Masonry Defined. Masonry, as used herein, shall include brick, brick veneer, stone, stone veneer, glass, glass block, stucco or other masonry type construction or a combination thereof.

H. Chimneys.

1. Materials. All fireplace chimneys shall be of masonry or masonry veneer construction.

2. No Suspended Chimneys. All fireplace chimneys shall be continuous in structural form from elevation grade to chimney cap.

I. Windows, Doors and Screens.

1. Material and Type. Windows and doors shall be of wood or metal-clad wood and shall have insulated frames and glass.

2. Aluminum. Aluminum windows, sliding glass doors as well as aluminum frames for fixed glass are prohibited.

3. Tinted Glass. Tinted window glazing is permitted; provided, however, that reflecting glazing is prohibited.

4. Exceptions. Leaded, beveled or similar type glass (in wood frame) in lieu of insulated windows is allowable. Solarium window units, if insulated, may be of bronzed anodized or white aluminum frame if not visible from any street.

J. Disbursement of Housing Styles

1. Similar Floor Plans. No residence or dwelling having a floor plan of the same or similar layout or design shall be constructed more than once on any Lot within the Subdivision.

VI. ANTENNAE

Radio, television, satellite dish or any other type antennae used for the purpose of receiving any type signals, electronic or otherwise, installed on the exterior of any Structure or on any Lot, shall not be visible from the street abutting any such Structure or Lot. No antennae, satellite dish or any other type antennae shall be installed on the exterior of any structure or on any Lot, for the purpose of transmitting electronic signals. The location of any satellite dish type antennae shall be approved by the ACC prior to the installation of any such satellite dish.

VII. TEMPORARY STRUCTURES

A. Temporary Structures, Construction or Use. With ACC approval, a Builder who is constructing a residential dwelling on a Lot may during the period of construction of such

dwelling erect, place or maintain on a Lot facilities which may include model houses, signs, portable toilet facilities and construction refuse dumpsters.

B. Construction Office. Construction offices and storage areas shall not be permitted in any form.

C. Toilet Facilities. Each Builder is required to have on site toilet facilities, i.e., Port-a-John.

#### VIII. OUTBUILDINGS

A. Outbuildings - Generally. No outbuilding Structures may be placed, erected, moved or maintained on any Lot in the Subdivision except with the prior approval of the ACC and then not unless such Structure is architecturally consistent with the main residential Structure in terms of the design, materials and color and is designed, located and constructed to minimize the visual impact within the Subdivision.

#### IX. FENCE AND PRIVATE WALL CRITERIA

A. Approval Required. No fence shall be constructed, installed or maintained in the Subdivision without the prior written approval of ACC.

B. Types and Styles Prohibited. No chain link fence or wire fence of any type is permitted. Fencing of entire yard is prohibited.

C. Tennis Court Fencing. The use of chain link fencing surrounding a tennis court is permissible provided the fencing is vinyl coated or painted so as to subdue its galvanized appearance and visibly blend with the natural surroundings. The maximum height of fencing surrounding a tennis court shall be ten (10) feet above grade.

D. Lot Front Orientation. That portion of the fence facing the front Lot line or any street shall be constructed in such a manner that it is architecturally compatible with the main residential Structure in terms of design, color and materials.

#### X. ENERGY CONSERVATION EQUIPMENT

No solar energy panels, attendant hardware or other energy conservation equipment shall be constructed or installed on the main residential dwelling, the garage or any out building

without the prior written approval of the ACC. Among the considerations given by the ACC to the approval of energy conservation equipment will be its determination, in its sole opinion, as to whether the same are an integral and harmonious part of the architectural design of the Structure to which such equipment is to be attached.

#### XI. MAILBOXES

No mailbox or newspaper box or other receptacle of any kind used for the receipt of mail, newspapers or similar material shall be erected or installed at any Lot unless its design, size, materials and colors have been approved by the ACC. Acceptable examples may be seen in Phase I, II, and III.

#### XII. SWIMMING POOLS

- A. No above-ground swimming pools shall be permitted.
- B. Construction of in-ground swimming pools, including decks or paved areas surrounding any such pool, shall require ACC approval and shall comply with all safety requirements promulgated by any governmental authority, state or municipal, having jurisdiction over such matters.
- C. No swimming pool or the amenities associated therewith shall be located nearer than fifteen (15) feet to a rear or side property line.

#### XIII. RECREATION VEHICLES AND TRAILERS

No trailer, trailer house, camper, boat or recreational vehicles shall be parked on any Lot, except on such parking areas as approved by the ACC or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the ACC. In addition, no automobile, truck, or other motorized vehicle may be kept outside a garage unless such vehicle has an up-to-date license.

#### XIV. APPURTENANT DECORATIONS

Unless approved by the ACC, no decorative or recreational appurtenances including, without limitation, decorative embellishments, trampolines and skateboard ramps, tree houses, deer stands, play houses, swing sets, etc. shall be placed on front lawns or on any area that is

visible from a main street. On lake Lots--subject to approval--items shall not be located nearer than forty (40) feet to rear property line.

XVI. AIR CONDITIONING UNITS

Except as may be specifically approved by the ACC for temporary use, no window air conditioning units may be installed.

XVI. VIOLATION PENALTY

A. Default of Design Standards. Should any default of these Design Standards occur in the opinion of the ACC, and at their option, there shall be a \$100.00 per day penalty levied against the Owner or the Owner's Contractor. This penalty shall remain in effect until such time as the default is corrected and brought into compliance with these Design Standards.

B. Construction Access. In Phase IV a construction access has been provided from Brown Road. All vehicles with more than four (4) wheels shall utilize Brown Road for access to and from the subdivision. It is the responsibility of the builder/lot owner to ensure that this section is adhered to. Failure to comply will result in a fine of up to \$100.00 per occurrence. The builder/lot owner is responsible.



**BY-LAWS  
OF  
STONEY BROOK PLANTATION HOMEOWNERS' ASSOCIATION, INC.**

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**BY-LAWS  
OF  
STONEY BROOK PLANTATION HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
MEMBERS**

1.01. Who Are Members. Those persons shall be Members of the Association who are determined to be such in accordance with the provisions of Section 3.02 of the Declaration. Wherever referred to in these By-Laws, the Declaration means the Declaration of Covenants, Restrictions and Easements dated (INSERT DATE) 1981, which has been executed by Aberdeen Building Services, Inc., with respect to a new community known as Stoney Brook Plantation, and is to be executed by duly authorized officers of the Association at its organizational meeting and is to be filed for record in the office of the Clerk of the Superior Court of Fayette County, Georgia, as such Declaration may be amended from time to time.

1.02. Annual Meeting of Members. The regular annual meeting of the members shall be held, at such place within the State of Georgia, as shall be designated in the call of the meeting, on the first Monday in the eleventh month following the close of each fiscal year of the Association, if not a legal holiday, and if a legal holiday, then on the next business day succeeding. The members shall at such annual meeting elect a Board of Directors for the ensuing year, in the manner provided in Article 2.01 hereof, and shall have authority to transact any and all business which may be brought before such meeting.

1.03. Special Meetings of Members. Special meetings of Members shall be held, at such place within the State of Georgia, as shall be designated in the call of the meeting. Special meetings may be called by the President at any time, and must be called by the President when so requested in writing by any two Directors or by ten percent (10%) of the Members of either class of membership of the Association.

1.04. Notice of Meetings. Written notice of the place, date and time of every annual or special meeting of Members shall be mailed to each Member, not less than thirty (30) days nor more than sixty (60) days before such meeting. Each Member shall register his address with the Association, and notices of meetings shall be mailed to him at such address. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of directors to be elected at such annual meeting.

1.05. Quorum. Unless otherwise provided in the Declaration, a quorum at any meeting of Members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled to cast one-tenth (1/10) of the votes of each class of membership. Unless otherwise provided in the Articles of Incorporation of the Association, or in the Declaration, or in these By-Laws, a majority of the votes entitled to be cast by all Members present at a meeting shall be necessary and sufficient to decide and act upon any questions which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

1.06. Voting. Voting rights of Members shall be as set forth in the Declaration. Where any Member is a group or entity other than one individual person, the vote on behalf of such Member shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Member and delivered to the Secretary of the Association.

## ARTICLE II DIRECTORS

2.01. Number and Election of Directors. The business and affairs of the Association shall be managed by a Board of Directors of **not less than three (3) members nor more than nine (9) members**. Election to the Board of Directors shall require a majority of all votes allocated to all Members in attendance at the duly-called meeting of Members at which such election takes place, i.e., each Member at such meeting shall be entitled to cast such votes as prescribed under Section 3.03 of the Declaration without regard to class.

2.02. Annual Meeting of Directors. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of Members, at the same place at which the annual meeting of Members was held, as a matter of course and without notice, for the transaction of any business which may be brought before the meeting.

2.03. Special Meetings of Directors. Special meetings of the Board of Directors shall be held, at such place within the State of Georgia, as shall be designated in the call of such meeting. Special meetings of the Board of Directors may be called by the President at any time, in his discretion, and must be called by the President whenever so requested in writing by any member of the Board of Directors.

2.04. Notice of Meetings. Notices of meetings of the Board of Directors shall be given by the President or the Secretary to each Member of the Board, in writing, and should be thirty (30) days in advance before the time at which such meetings are to convene. It shall be necessary for notices of meetings of the Board of Directors to state the purposes or objects of the meetings. The Directors may waive notice of any meeting. Action may be taken by Directors without a meeting if such action is consented to in writing by all of the Directors.

2.05. Quorum. A quorum at any meeting of the Board of Directors shall consist of a majority of the Members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these By-Laws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide any questions which may come before any meeting.

2.06. Management Powers of Board of Directors. The management of the Association shall be vested in the Board of Directors, which shall have and shall exercise, except as otherwise provided in the Declaration, all of the powers and duties which the Association is authorized and require to exercise and perform.

2.07. Removal of Directors. Any Director may be removed, with or without cause, by a majority of the votes entitled to be cast by those Members, without regard to class, who are present in person or by proxy and voting at a special meeting.

Section 12. Compensation. Directors who serve for a full fiscal year shall receive compensation from the Board of Directors in an amount equal to that fiscal year's annual assessment at the end of the fiscal year during which the service was provided. In addition, the Board of Directors, by resolution, shall be entitled to provide compensation, as provided for herein, to committee members serving the Board of Directors. A Director or committee member shall not be entitled to compensation, as provided for herein, until and unless his or her Member account for assessment is paid in full with the Association. Notwithstanding the above, no additional compensation shall be provided to the Directors or committee members unless approved by a Majority of the Members.

### ARTICLE III OFFICERS

3.01. Designation of Officers. The Officers of the Association shall be appointed by the Board of Directors, and shall consist of a President, a Secretary, a Treasurer, and such additional Officers, if any, as the Board of Directors may see fit to appoint at any time or from time to time. Each Officer shall serve at the pleasure of the Board of directors, and may be removed from office by the Board of Directors at any time, with or without cause.

3.02. The President. The President shall be the chief executive officer of the Association and, subject to the direction and control of the Board of Directors, shall have general and active supervision and charge of all activities of the Association.

3.03. The Secretary. The Secretary shall keep minutes of all meetings of the Members and Directors, shall have charge of the Register of Members, and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or by the Board of Directors.

3.04. The Treasurer. The Treasurer shall be charged with the management of the finances of the Association; shall have the custody and care of all funds of the Association; shall keep, or cause to be kept, full and accurate books of account and records of all fiscal and financial transactions of the Association; and shall cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year.

3.05. Compensation of Officers. The Board of Directors shall have the authority to fix the compensation of Officers for their services.

**ARTICLE IV  
SEAL**

**4.01. Corporate Seal.** The Corporate Seal of the Association shall be in the following form, to wit:

and a seal in such form is hereby adopted as the Corporate Seal of the Corporation.

## **ARTICLE V MISCELLANEOUS**

5.01. The Declaration. All provisions contained in the Declaration with regard to rights, powers and duties of the Association, the Members thereof (including, without limitation, classes of Members and qualifications and rights of the Members of each class), and the Board of Directors thereof, are hereby incorporated into these By-Laws by this reference, with the same effect as if such provisions were fully set forth herein, except as provided in Article VI.

5.02. Committees. An Architectural control Committee shall be established and shall operate in the manner provided in the Declaration. The Board of Directors may from time to time establish such other committees as it deems advisable, and the members of such other committees shall be appointed by the Board of Directors, and shall serve subject to the will of the Board of Directors. Any member of any such committee, including without limitation the Architectural Control Committee, may be removed from office at any time by the Board of Directors, with or without cause.

5.03. Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be open for inspection by any Members of the Association.

5.04. Interpretation. In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

5.05. Indemnification. The Association shall indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that he, his testator, or intestate, is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply (1) to any action, suit or proceeding under the Securities Act of 1933 except payment of expenses incurred in the successful defense of such action, suit or proceeding, (2) in relation to matters as to which the director, officer or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to the Association, or (3) in relation to matters in any such action, suit, or proceeding that are settled or compromised. The right to indemnification conferred by this section shall not restrict the power of the Association to make any indemnification permitted by law.

## **ARTICLE VI AMENDMENTS**

6.01. Amendments of By-Laws. These By-Laws may be amended, repealed or altered, in whole or in part, by a majority vote of those Members of each class of membership of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provision of these By-Laws, provided, however, that under no circumstances may the Declaration of amended, repealed or altered, in whole or in part, except in the manner provided in the Declaration

**\*\*\* End of By-Laws \*\*\***

SWIMMING POOL RULES  
OF  
STONEY BROOK PLANTATION HOMEOWNER'S ASSOCIATION, INC.  
Updated 1996

I. HOURS OF OPERATION

Monday - Sunday                      07:00 AM - 10:00 PM                      All swimmers

II. ADMISSIONS AND GUEST POLICY

2.01. Purpose. The purpose of these rules and regulations is to promote a safe and healthy environment for the swimmer and non-swimmer alike.

2.02. Registration. All Members must register with the lifeguard.

2.03. Guests Accompanied. Guests must be accompanied by a resident.

2.04. Guest Registration. All guests must register with the lifeguard and pay guest fee, if applicable.

2.05. Number of Guests Permitted.  
(a) Each adult (homeowner) is allowed four (4) guests.  
(b) Teens and children are allowed one (1) guest. No charge.  
(c) An adult Member supervised party is allowed a reasonable number of guests. (Notify lifeguard or Association Secretary ahead of time.)

2.06. Fees for Out-of-Town Guests. Out-of-town guests are admitted with no charge.

2.07. Delinquent Association Members. Members of the Stoney Brook Plantation Homeowner's Association not in good standing (i.e., delinquent dues) will not be admitted.

III. HEALTH AND SAFETY REGULATIONS

3.01. No Lifeguard on Duty. When a lifeguard is not on duty, parents are responsible for their children and their guests. Only children who have passed the swim test specified in 3.03 and adults are allowed in the pool. Exception: Children who have not passed the swimming test are allowed in the pool if under the direct and immediate supervision of a parent or legal guardian.

3.02. Discipline Enforcement. The lifeguard is in complete charge of discipline. His/her directions shall be followed promptly and without argument. The lifeguard is not a babysitter. Children who have not passed the swim test specified in 3.03, must be accompanied by an older sibling/babysitter who has passed the swim test or an adult who will be responsible for the non-swimmer.

3.03. Swim Tests.  
(a) The swim test will consist of swimming one (1) lap—two (2) lengths—and tread water for two (2) minutes in the deep end of the pool  
(b) A signed parental permission slip must be presented to the



lifeguard before the swim test is administered, and before permission is granted to swim alone.

3.04. Diseases and Infections. People with communicable diseases (including colds, coughs, etc.), open sores, or infectious eyes are restricted from using the pool.

3.05. Swimming Attire. Proper swimming attire is required. (No cut-offs or street clothes in the water.)

3.06. Diapers. Children not potty-trained must wear cloth diapers and tight-fitting rubber pants with or without bathing suits. Disposable diapers are not allowed in the pools.

3.07. Toys and Flotation Devices. Toys, large rafts, or Styrofoam flotation devices are allowed in the pool at the discretion of the lifeguard.

3.08. Limited Diving. Diving (head first entry) is allowed only in the deep end of the pool.

3.09. Rough Play and Profanity Banned. Running, pushing, rough-housing and profanity are prohibited.

3.10. Alcohol and Drugs. Being under the influence of drugs or excessive use of alcohol will not be permitted.

3.11. Eating and Smoking. Eating and smoking are prohibited within five (5) feet of the pool area.

3.12. Chewing Gum and Tobacco. Gum and tobacco chewing are not allowed in the pool area.

3.13. Glass and Other Breakables. No glass or breakable plastic containers or toys are allowed in the pool area.

3.14. Trash Control. Trash receptacles are provided for your convenience. Do not throw trash onto the deck or into the pool. Individuals are responsible for cleaning up after themselves. Trash from a party is to be removed from the pool area.

3.15. Animals. Pets are not allowed in the pool area.

3.16. Wheeled devices. No bicycles, tricycles, rollerblades, skates, skateboards, etc. are allowed on the concrete deck surrounding the pool, or within the tennis court area.

3.17. Private Parties. The pool is available for private parties; however, lifeguards are not available for private parties. Private parties may not interfere with the normal enjoyment of the pool facilities by other Members.

Pool and Tennis Association members are encouraged to support and assist the lifeguards in enforcing these rules. Please discuss the rules and safety regulations with your family members and guests before using the pool. Thank you.