



Civic Association, Inc.

ARCHITECTURAL CONTROL COMMITTEE
RULES AND DESIGN STANDARDS FOR
WOODSTREAM CIVIC ASSOCIATION, INC

Effective: October 17, 2002

Revised: February 2007

Listed below are the adopted rules and design standards for the Woodstream Civic Association, Inc. These rules and standards, along with the existing By-laws and Covenants, are designed to protect your investment in this community, as well as insure your right to enjoy it. We encourage each homeowner to thoroughly read these design standards, as well as the By-laws, and Covenants because each homeowner shall be held responsible for the adherence to each of these documents. Violations can and will result in warnings and/or fines. Please help us to make our community one that is comfortable to live in!

The Board of Directors under the power given in the Declaration of Covenants, Conditions and Restrictions for Woodstream has established this policy on Fines and Penalties.

There will be three (3) categories of violations, each of which will have a dollar amount assigned accordingly. Each violation will be kept on a homeowner’s record for one year and will be cumulative. Any repeat infraction within one year will be considered one violation and subject to accruing fines. The homeowner will be notified in writing of each violation and given at least 30 days to remedy the violation.

Category 1

Category 2

Category 3

1st offense – Warning
2nd offense - \$50 fine
3rd offense - \$100 fine
4th offense - \$200 fine

1st offense – Warning
2nd offense - \$100 fine
3rd offense - \$200 fine
4th offense - \$400 fine

1st offense – Warning
2nd offense - \$200 fine
3rd offense - \$400 fine
4th offense - \$800 fine

The Association, or its management agent, will issue the violation letter. The letter shall contain notice of the right regarding written appeal of the fine. If the homeowner intends to appeal the fine, they shall notify the Board of Directors by mail within thirty (30) days of the date of the fine notification to the address indicated in the notice, and the appeal shall contain all grounds or reasons for reconsideration of the violation



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1.01

Application. The Rules and Standards set forth in this RULES AND DESIGN STANDARDS shall pertain and apply to all Owners' Lots and structures erected or placed thereon; and shall also be in compliance with the Architectural Control Committee General Covenants contained in Sections 5 and 6 of the Declaration of Covenants. Exterior changes to any structures or Lots must first be approved by the ACC, as per the procedure contained in the Declaration of Covenants. In addition to any other remedy allowed by the Declaration of Covenants, any violations of the Covenants not referenced herein shall also constitute a Category 1 Infraction.

Reference Sections 5 and 6 of the Declaration of Covenants.

1.02

Maintenance and Sight Distance at Intersections. Each Owner shall keep and maintain each lot and structure owned by him, as well as all landscaping located thereon, in good condition and in good repair. The exterior of the main dwelling as well as all other accessory structures on the lot must be properly maintained. This includes, but is not limited to, peeling paint, mildew problems, building repairs and lawn maintenance. Landscaping must be maintained in an appropriate manner. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it could create a traffic or sight problem.

Mowing of lawn-

Grass will be mowed so as to not exceed six inches in height. This includes the backyard if visible from the street or streets if on a corner lot.

Edging-

Grass should not creep or grow onto any sidewalk, driveway, curb or landscaping bed. This includes the backyard if visible from the street or streets if on a corner lot.

Weeds in landscaping beds-

Weeds can not cover more than 20% of any landscaping bed. This includes the backyard if visible from the street or streets if on a corner lot.

Weeds in grass-

Weeds or grasses other than the primary grass are not to exceed the primary grass by more than 2 inches. The blanket of the lawn must be composed of at least 90% primary grass (i.e. Bermuda or Fescue). This includes the backyard if visible from the street or streets if on a corner lot.

Trimming of grass-

Grass should be uniform in height with the rest of lawn around beds, mailboxes, retaining walls, etc. This includes the backyard if visible from the street or streets if on a corner lot. All grass clippings and debris are to be removed from lawn, sidewalks and streets.



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Maintenance and trimming of trees, bushes and shrubbery-

Trees, bushes or landscape plantings shall be maintained so as to not appear unsightly or unkempt in nature. Any dead trees, bushes or landscape plantings shall be removed and disposed of. Trees, bushes and shrubbery shall be pruned or trimmed so as to not to become a hazard to motorists or pedestrians. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. This includes the backyard if visible from the street or streets if on a corner lot.

Addition of groundcover-

Groundcover needs to be added if 25% or more of the ground is visible in each individuals landscaping bed. This may include wood mulch, pine straw, natural stone or bedding plants. This includes the backyard if visible from the street or streets if on a corner lot.

Maintenance of shutters and doors-

Doors and shutters need to be repaired, replaced or repainted as needed. This can include warping, cracking, fading or any other damage. Changes to the existing color scheme must be approved by the ACC.

Maintenance of exterior structure-

Porches, stairs and window/door trim must be painted, stained, repaired or replaced if they show signs of fading, peeling, warping, cracking or rotting. Changes to the original construction or existing color scheme must be approved by the ACC.

Window inserts and screens-

Window inserts and screens need to be consistent among visible windows from the street or streets if on a corner lot. Inserts need to be in good condition (not broken or missing from some windows). Screens and inserts are either all in or all out.

Mold/mildew-

Black or green growth visible from the street or streets if on a corner lot, either on the house or any other structure on the lot (i.e. fences or sheds) shall be cleaned (i.e. pressure washed) to remove the growth from the structures.

Fences-

Any warped or rotted pieces of fence need to be replaced.

Reference Section 6.7 and 6.11 of the Declaration of Covenants.

The above shall be a Category 1 Infraction.

1.03

Restriction of Use. Lots shall be used for residential purposes only, except for business purposes as may be pre-approved by the ACC pursuant to the Declaration of Covenants. There shall be no more than two occupants per bedroom, per household.

Reference Section 6.2, 6.5 and 6.12 of the Declaration of Covenants

The above shall be a Category 2 Infraction



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1.04

Re-subdivision 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.

Reference Section 6.9 of the Declaration of Covenants.

The above shall be a Category 3 Infraction

1.05

Trees. No living tree having a diameter of three (3) inches or more, (measured from a point two (2) feet above ground level), shall be removed from any lot unless such removal is in conformity with landscaping plans and specifications, as approved by the ACC. However no flowering trees, regardless of their diameter, including, without limitations, dogwoods, regardless of the diameter, shall be removed without the prior written consent of the ACC.

Reference Section 6.11 of the Declaration of Covenants.

The above shall be a Category 1 Infraction

1.06

Signs. No signs shall be installed, altered, or maintained on any lot, common area, or on any portion of any structure visible from the exterior thereof, without written approval from the ACC. The only exceptions to this section are signs as required by law, security signs, Yard Sale signs, For Sale signs, and signs erected by the Woodstream Civic Association with Board approval. Yard Sale signs must be removed immediately after the event is finished.

Reference Section 6.6 of the Declaration of Covenants.

The above shall be a Category 1 Infraction.

1.07

Fences and Mailboxes. No fence or wall of any kind shall be erected, or altered on any lot without the prior written approval of the ACC. All fences shall be properly maintained and repaired as needed. Metal chain link fences are not allowed. Any existing chain link fence must be replaced with acceptable materials when the fence needs to be repaired. Coated chain link is acceptable on back line only subject to ACC approval. Fences will be required to start on the back line on any house and not to exceed six (6) feet in height. Any other placement of fencing will be determined by the ACC on an individual basis.

No mailbox or mailbox post shall be erected or altered without the prior written approval of the ACC.

Reference Section 6.11 of the Declaration of Covenants.

The above shall be a Category 2 Infraction



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1.08

Antennae, Utility Lines and Cables. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, without the prior written consent of the ACC, which consent shall not be withheld to unreasonably delay or prevent installation. Standard television antennas, direct broadcast satellite services antenna (DBS) one meter in diameter or less, multi-channel, or multi-point distribution service antennae (MMDS) one meter in diameter or less may be installed on any Lot subject to the following requirements: (a) Placement on the roof shall not be visible from the street, provided such placement does not preclude reception of an acceptable quality signal; (b) There shall be no placement on the front of a house, unless such placement is the only placement for reception of an acceptable quality signal; (c) Installed in a yard must be adequately screened from view; (d) Each Lot owner shall be solely responsible for installing and maintaining their antenna, notwithstanding the foregoing. No overhead utility lines, including lines for cable television shall be permitted.

No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or similar line shall be installed or maintained above the surface of the ground. Black corrugated downspout pipe must be buried.

Reference Section 6.10 and 6.15 of the Declaration of Covenants.

The above shall be a Category 1 Infraction

1.09

Parking. No vehicles of any type shall be permitted to park on the streets of the development on a daily or routine basis. No car, truck or other vehicle shall impede or become a hazard to the flow of traffic. No abandoned, currently unregistered, or inoperable car, truck or other vehicle may be maintained on any lot. Large commercial vehicles will not be permitted to park on any street, driveway or common area over night. Recreational vehicles, trailers, and boats will not be permitted in driveways on a daily, routine basis. Garages shall not be used for any storage purposes that cause any vehicles to be parked on any lot, street or common area.

Reference Section 5.4.2, 6.6, 6.7, and 6.13 of the Declaration of Covenants.

The above shall be a Category 1 Infraction.

1.10

Animals. Animals shall be kept solely as household pets, and not for commercial purposes. No structure for the care, housing, or confinement of any animal shall be constructed, placed, or altered, without the prior written approval of the ACC. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred or maintained for any commercial purpose. The following will also be followed:

- All animals will be in the control of their owner at all times, this means that animals will be on leashes, in accordance with the county's or State of Georgia's Leash Law.
- No animal will be allowed to defecate in any lot or common property without being cleaned up at the time of occurrence.



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- Chained or tied animals shall be restricted to the boundaries of the lot upon which it lives.

Reference Section 6.6 and 6.7 of the Declaration of Covenants.

The above shall be a Category 1 Infraction

1.11

Solid Waste. No person shall dump or maintain garbage, or any other form of solid waste on any lot or common property. No person shall burn garbage or other waste. No lumber, metals or other bulk materials shall be kept, stored or allowed to accumulate on any lot.

Reference Section 6.6, 6.7, and 6.13 of the Declaration of Covenants.

The above shall be a Category 1 Infraction.

1.12

Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the community shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be unclean, or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried on within the community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn whistle, siren bell amplifier or other sound device, except such devices as may be used upon the exterior of any lot unless required by law.

Reference Section 6.6 of the Declaration of Covenants.

The above shall be a Category 1 Infraction.

1.13

Vehicles. The term “vehicles”, as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, golf carts and automobiles. Unless and except to the extent that the Occupants of a Lot shall be parked with such parking areas. Where the Lot contains a garage, “parking areas” shall refer to the number of garage parking spaces. All single family detached homes shall contain a garage; carports shall not be permitted. No vehicle may be left upon any portion of the Community or other area designated by the Board, for a period of longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community.



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Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than forty-eight (48) hours each shall be considered a nuisance and may be removed from the Community.

Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

The above shall be a Category 2 Infraction

1.14

Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

The above shall be a Category 2 Infraction

1.15

Guns, Hunting and Fishing. The use of firearms in the Community **is prohibited**. The term "firearms" includes without limitation "BB" guns, pellet guns, and small firearms of all types. The use of paint ball guns **is prohibited** in the Community. No hunting or fishing within the Community is permitted.

The above shall be a Category 3 Infraction

1.16

Air Conditioning Units. Except as may be permitted by the ACC, no window air conditioning units may be installed

The above shall be a Category 2 Infraction

1.17

Lighting. Non-seasonal, garden type, decorative lighting must be approved by the ACC. All seasonal decorative lighting must be removed within 30 days of said holiday.

The above shall be a Category 1 Infraction

1.18

Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, and similar items must be approved by the ACC.

The above shall be a Category 1 Infraction



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1.19

Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined by the sole discretion of the ACC.

The above shall be a Category 1 Infraction

1.20

Swimming Pools. No swimming pool shall be constructed, erected, or maintained upon any Lot without prior written consent of the ACC and in no event shall any above ground swimming pool be permitted.

The above shall be a Category 3 Infraction

1.21

Woodpiles and Waste. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be regularly removed from and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community. Trash and garbage containers shall not be permitted in public view except on days of collection. Garbage, trash and other refuse shall be placed in covered containers.
Reference Section 6.6 and 6.7 of the Declaration of Covenants.

The above shall be a Category 1 Infraction

1.22

Clotheslines. No clotheslines shall be permitted.

The above shall be a Category 1 Infraction

1.23

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. Any damages resulting from erosion or siltation problems shall be the responsibility of the homeowner at fault.

Reference Section 6.8 of the Declaration of Covenants.

The above shall be a Category 2 Infraction

1.24

Temporary Building. No temporary building, trailer, garage, or building under construction shall be used temporarily or permanently, as a residence on any lot, unless approved by the ACC.

The above shall be a Category 2 Infraction



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1.25

Exterior Security Devices. No exterior security devices shall be permitted without ACC approval. No window bars shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior safety device.

The above shall be a Category 2 Infraction

1.26

Roads and Driveways. Owners shall not alter, remove, or add improvements to any entry features on any Lot, or any part of any easement area associated therewith without the prior written consent of the ACC. No road or driveway shall be constructed or altered on any lot without prior written approval of the ACC.

The above shall be a Category 3 Infraction

1.27

Windows and Doors. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes. All shades, drapery linings, or other window treatments visible from the exterior of the dwelling on any window or door shall be white or off-white and maintained in good condition.

The above shall be a Category 1 Infraction

1.28

Burning. No burning of any trash, leaves, lawns, lumber, scrap metals, refuse, bulk materials, waste, new or used materials shall be permitted on any Lot. No incinerator shall be kept or maintained upon any portion of the Property.

This shall be a Category 3 Infraction

1.29

Structures/Out Buildings. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time. No construction or alteration, (physical or visual), of any structure shall take place without the prior written approval by the ACC.

The above shall be a Category 2 Infraction

1.30

Setbacks. Any alteration to a lot or structure that interferes with the current setback must have the prior written approval from the ACC.

Reference 5.6 of the Declaration of Covenants.

The above shall be a Category 2 Infraction



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1.31

Recreational Equipment. Recreational and Playground equipment shall be placed or installed only upon the rear of the Lot. Playground equipment that requires construction or is permanent in nature shall have prior written approval of the ACC. Permanent basketball goal placement must be approved by the ACC. Temporary basketball goals are allowed in the driveway so as not to impede the flow of traffic.

Reference Section 6.7 of the Declaration of Covenants.

The above shall be a Category 1 Infraction

1.32

Waterfront Land. On Lots adjacent to a lake, creek, or other body of water, no refuse of any kind shall be placed on or disposed of into the water that is to be kept clean and free of pollution. Any damages or fines incurred are the sole responsibility of the owner.

Reference Section 6.7 of the Declaration of Covenants.

The above shall be a Category 3 Infraction

1.33

Vandalism. The destruction, theft, defacing, or altering of another's lot, dwelling, or common area shall be deemed as vandalism. The perpetrators of such acts shall incur the appropriate fines as specified by the Board, as well as the payment of damages, and criminal and/or civil action to the fullest extent of the law.

The above shall be a Category 3 Infraction

1.34

Overview. These design standards derive their authority from the Bylaws, Declaration of Covenants of the Woodstream Civic Association, Inc., and applicable state law. Rights of the inspection of any lot or dwelling are spelled out in Section 5.10 of the Covenants. Violations of these Rules and Design Standards shall be carried out as detailed in Section 5.11 of the Covenants.

1.35

Grandfather Clause. Any projects that were approved and completed before **March 6, 2001**, will not be subject to said standards, provided that any such project does not conflict with the overall appearance and standards of the community. Replacement, or substantial alteration, of said projects will be subject to the approval of the ACC.