

Austin Lake HOA Declaration of Covenants, Restrictions and Guidelines

Architectural Review & Maintenance Standards

Article I - Authority

1.01 **Authority to Establish Standards.** These standards are promulgated and adopted by the Board of Directors (the “Board”) of Austin Lake Homeowners Association, Inc. (“ALHOA”) in accordance with the “Declaration of Covenants, Conditions and Restrictions” for Austin Lake Subdivision, as amended (“Declarations” or “Covenants”), including Article Seven, Sec. 7.04, and Article Three, Sec. 3.03 and 3.06 of the Covenants. Within the HOA, the Architectural Review Committee (“ARC”) is vested with authority over any decision relating to the Architectural and Maintenance Standards. In the event situations arise which are not directly addressed in official HOA documents (including this one), The HOA and ARC shall be deemed to have authority to make decisions until such time as the Guidelines and other official documents can be appropriately amended or revised.

1.02 **Authority to Enforce and Remedy Violations of These Standards.** The authority to enforce and remedy violations of these standards is contained in the Declaration, including Article Seven, Sec. 7.04 and Article Eight Sec. 8.01 of the original Covenants recorded in Cobb Superior Court on April 8, 1992 at Book 657, pages 244-257, and amended Sec. 6.01 recorded in Cobb Superior Court on June 7, 2012 at Book14951, pages 1726-1807. The Board will enforce these standards as dictated by the Covenants and Bylaws, unless specific authority is granted to the Architectural Review Committee (the “ARC”) by the Board. Notwithstanding anything contained in this Declaration to the contrary, the HOA or the ARC, in enforcing the use restrictions contained in this document and the Declaration, or in promulgating, enforcing and adopting, or enforcing rules and regulations, may apply a stricter standard to any Lot which adjoins, abuts, or contains any part of Austin Lake if, in the discretion of the HOA or the ARC, such is necessary to uphold the appearance of the entire community, and especially Austin Lake.

1.03 **The Function of the Architectural Review Committee.** The ARC is designed to carry out the intentions of the community as expressed in the original Declarations, which are to provide each homeowner the full benefit of their home and lot with no more restrictions and conditions than are necessary and desirable for preserving those same benefits to the other

homeowners. The purpose of the ARC is further enumerated in Article Two Sec. 2.01 of the Declaration.

1.03 Definitions and Conflicts with the Covenants. Unless otherwise defined in this document, the terms used in this document shall be defined as provided in the Covenants. In the event any terms in this document conflict with terms of the Covenants, the Covenants shall control, unless expressly prohibited by law. If any stipulations and rules in the Covenants shall be omitted from these Guidelines, the pre-existing stipulations and rules in the Covenants shall be deemed to still be in force.

1.04 Effective Date of Revised Guidelines. Once preliminarily adopted by a vote of the Board, a copy of these revised Guidelines shall be posted on the HOA website and provided by hard copy upon request by a homeowner. Following the dissemination of the revised Guidelines, including an email notification from the HOA to every homeowner, there will be a two week period to allow for homeowner comments and any further revisions. Thereafter, upon a final affirmative vote by the Board, the revised guidelines shall be deemed to be in effect.

Article II - Actions Requiring Approval and Procedures for Submitting Requests

2.01 Actions requiring ARC Approval. Any action involving the installation, construction, or alteration of any structure on any Lot requires *prior approval* of such action from the ARC. Changes requiring prior ARC approval include, but are not limited to: fences, retaining walls, front entry doors, structures of any kind, whether attached or detached from the main dwelling, decks, mailboxes, patios, docks, driveways, parking pads, statues or artwork, exterior lighting, and spas/hot tubs; and any addition or change to the exterior colors, form, or materials of any structure, and any change in grading of any Lot that affects or alters the established flow of water; and significant changes to the established landscaping, including the removal of trees as defined in the Declaration.

2.02 The Architectural Review Committee Process. Requests shall be submitted by the homeowner (the "Petitioner") who must concurrently be an HOA member in good standing. Submissions should be prepared using the Architectural Change Request form, found on the HOA website. Any request shall include:

1. A detailed description of what the homeowner intends to do, including, but not limited to: plans and drawings specifying the location of any structure, dimensions, exterior elevations, materials to be used, color swatches, and documentation of any required government permits. Plans need not be professionally drawn, however, they should

clearly specify the full detail of the proposed project. Photographs of similar existing examples are helpful. Plans must include an estimated date of completion.

2. Names and business addresses and full contact information for any hired contractor, along with proof of the contractor's insurance coverage.
3. Plans for removal and disposal of waste material.
4. Plans for sediment control, if groundcover will be disturbed.
5. Any additional information that the ARC may require in order to render an informed decision on the request, as defined in Article Ten of the Covenants.

2.03 Plan Approval. A complete request, including all attachments, shall be submitted to the ARC, or the ARC Chair, or to its designees. Submissions may be hand delivered, sent by the U.S. Mail, or transmitted via email. Responsibility for timely, complete and accurate submissions falls entirely on the Petitioner.

Upon receipt of a complete Change Request, the ARC will make a best efforts attempt to respond within seven days. Certain requests that involve unusual, complex or controversial factors may take longer.

An official ARC determination will be dated and returned to the Petitioner over the signatures of two or more members of the Committee. Any special stipulations, or explanation (if a Request is denied) will be included in the ARC response. The ARC may disapprove any plans and specifications submitted by a homeowner which fail to comply with any design or development standard established and published by the ARC, the HOA, or its governing documents. Any submitted plan or design element which is not expressly covered by the governing documents is nevertheless subject to the deliberation and final decisions of the ARC and HOA. Any member of the Committee will recuse themselves on any ARC vote over a request involving their own Lot. Unless otherwise specified, approved ARC Change Requests will automatically expire after 90 days or upon project completion. If an approved request expires before a project starts, the Petitioner must reapply and repeat the entire process. The ARC reserves the right to inspect the project while underway and upon completion.

Article III - General Standards & Design Criteria for Architectural Changes.

3.01 Balancing Individual and Community Interests. Change Requests require the ARC to render judgments which are unavoidably subjective in nature. Matters involving style, taste and personal preferences must balance the wishes and interests of an individual homeowner against the perceived standards and interests of the entire HOA community. In the interest of

fairness, Change Requests shall be evaluated by the ARC in accordance with the following general criteria, framed here as questions:

- Is the requested change generally compatible with the surrounding Lots and the neighborhood as a whole?
- Will an architectural change, if implemented, have a positive, neutral, or negative impact on the perceived value of any Lot or on the neighborhood as a whole?
- Will an architectural change, if implemented, have a positive, neutral, or negative impact on the ability of close neighbors to reasonably enjoy their own property?
- Could the proposed change cause undue friction between neighbors, and what steps have been taken to address any specific neighbors' concerns?
- Is there precedent in the neighborhood for such a change, or have there been previous changes approved which might not be approved today?

3.02 Acceptable and Unacceptable Materials. The following materials shall be acceptable when used in an appropriate manner: brick, stucco (both masonry and synthetic), cement fiber board siding (e.g. Hardie Board), natural stone, concrete, treated landscape timbers, interlocking and stackable concrete blocks (i.e. Allan Block) with caps required. Other acceptable materials include: cedar and treated pine (for decks and fences), high quality asphalt shingles, and any other building material that may be determined acceptable by the ARC.

Unacceptable materials include: mill finish (i.e. unpainted aluminum) doors and windows where visible to the street and back yard neighbors, concrete blocks (unless clad in an acceptable material), visible wire when used in fencing, asphalt paving materials, otherwise acceptable materials that appear to be damaged or of inferior quality, and any other building material that may be determined unacceptable by the ARC.

3.03 Handling Construction and Renovation Supplies. Construction and renovation supplies must be located off of the streets, and maintained or stored in a clean and orderly manner that does not obstruct the view, or otherwise impair the ability of close neighbors to reasonably enjoy their own property.

3.04 Generally acceptable colors and color combinations. Exterior colors have a major impact on the character and appeal of a residence. The color of a residence also contributes to the overall appearance of the neighborhood. Color selection should therefore be made seeking a balance of personal expression, continuity and neighborhood compatibility. Siding and stucco exteriors may only be muted colors pre-approved by the ARC. Bright or bold colors which make a residence stand out among a group of residences are inappropriate and unacceptable.

Trim colors may be less muted but may not present a bold contrast to the primary house color. Architectural accents on brick or stucco homes, such as coins, eyebrows, pediments and other other accents shall be muted and should not present a bold contrast to the primary house color. Trim colors should complement the primary colors of the home, and shall not be bold. Accent colors used on external shutters, exterior doors, and bay window overhangs, may offer moderately more contrast than trim colors, but shall complement the colors of the house and trim. Excessively bold accent colors are not acceptable.

Acceptable colors for asphalt roof shingles shall be in the ranges of black and medium to dark gray. Shingles with a dark brown tone may be approved on a case by case basis. Any brick or stone to be added to an existing structure shall match or complement pre-existing materials, and should neither compete with nor duplicate colors and materials on nearby residences.

3.05 Stormwater Control Practices. Grading on all Lots shall adhere as much as possible to the natural contour of the land. All surface water flows should be directed to the street gutters or other established drainage systems. Changes to grading or to a structure's guttering, downspout system and any ground drains shall not result in an altered flow that results in increased flow onto the Lot or onto any neighboring Lot. Excessive uncontrolled runoff or soil erosion shall be controlled and any damage or exposure of soil from any source shall be repaired completely and properly.

3.06 Acceptable Landscaping Design and Implementation Practices. Landscaping shall be designed and installed so that it complements existing landscaping on the Lot. For safety reasons, Lots located at street intersections and Lots located on street curves shall not have landscaping that impairs the vision of drivers or pedestrians. Plants that spread or grow aggressively (to include height and breadth) should be pruned back regularly. Overgrown, untended, and mis-placed plants (i.e. a tree planted too close to the house) can cause problems in the future. Installed plantings carry with them an obligation to regularly maintain the size and shape intended for the space in which they are installed. ARC review will evaluate a proposed planting being mindful of the size it will be in the future - not just the size it is upon installation. Vegetable gardens are permitted in back yards where they are not visible from the streets. Requests to install tool sheds, play houses, gazebos and any other separate structures will be evaluated on a case by case basis. The installation of statuary and artwork is not permissible in front yards or where it can be seen from the street.

3.07 Outdoor Lighting. Outdoor lighting may be used for security and aesthetic purposes. All new or replacement exterior lighting installations require prior approval from the Architectural Review Committee. The impact of outdoor lighting on neighbors and the community should be minimized.

Architectural, landscape, or accent lighting (e.g., wall washers for house walls, uplighting for trees, path lighting for edges and pathways, or water features) is permitted but must be confined to the intended surfaces/objects and minimize spillover. Front-yard lighting is limited to low-voltage architectural or landscape or accent lighting, and approved entry/porch overhead fixtures and wall sconces. Solar powered landscape lighting must be maintained in good working condition. Overhead front door lighting and sconces that remain lit all night should be limited to the maximum total illumination of 2000 lumens.

Security/flood lighting is permitted only on side, corner, or rear elevations. Continuous all-night lighting for security purposes is generally not permitted. Bright security lights must use motion detectors and turn off automatically after a short period. No bright floodlights or pole-mounted lights are permitted in front yards. Holiday or decorative lighting is allowed seasonally but must be removed within 14 days after the holiday and may not create a nuisance.

3.08 Fencing. New fencing, or substantially changed replacement fencing, is subject to prior approval by the ARC, and homeowners should use the Architectural Change Request form to submit a proposal for fencing approval. Fencing should not have a negative aesthetic impact on adjoining lots or other homeowners. Fencing is not permitted in front yards along the street or between lots. Privacy fences extending from the side of a house should be no closer to the street than halfway between the front and the back corners of the house. Homes on corner lots may have fencing on the secondary street side in the rear of the house but no closer than 20 feet from the curb. Fencing may be approved with conditions for additional planting for screening purposes. Fencing is permitted in back yards. Acceptable fencing materials and styles include picket fences (wood or metal) and privacy fences (wood only). Wood fences may be weathered or painted to match the house color palette. Metal fences should be a dark color, preferably black. Chain link fencing, barbed wire, and any form of plastic or PVC are not approved fencing materials. Fencing related to animals or garden beds such as chicken wire, hog wire, and electric wire are not allowed where they can be seen from the street. When a new fence is being installed so that it will abut an existing fence, every reasonable effort shall be made to use materials and construction techniques that are similar to, or complement, the existing fence. Fences must be maintained in good condition at all times. Fence gates and latches must be operable.

3.09 Mailboxes. Each Lot shall have one black, curbside, metal, standard-sized, USPS approved, mailbox with a reg flag. Mailboxes must be upright, painted, and matching as closely as possible the community's original 1992 design specifications. The mailbox shall be mounted on a solid metal post, painted black and securely set in the ground so that it tilts no more than 5 degrees from straight vertical. Posts shall be of the same type as the standard post in the

Development. Gold street numbers against a black background shall be mounted above the mailbox. No numbers or letters shall be placed on either side of the mailbox. Replacement posts, mailboxes and numbers shall match the existing mailboxes for other homes as closely as possible and shall be obtained from the vendor(s) or manufacturer(s) approved by the Board, so as to maintain a consistent and high standard of appearance within the subdivision.

Homeowners are responsible for the prompt and proper repair and maintenance of the mailbox, door, post and numbers.

3.10 Basketball Goals and Recreational Equipment. Basketball goals shall be maintained so they are safe to use and present a neat appearance. Rust shall be removed promptly and broken or missing components shall be promptly replaced. Portable goals shall be kept close to the home and may not be stored or placed close to the street when not in use. Playground equipment, including but not limited to swing sets, climbing structures and trampolines, shall not be located where they are visible from the street. Homes on corner lots may receive qualified exemptions from this requirement on a case by case basis. Personal recreation equipment in back yards should not have a negative aesthetic impact on adjoining lots or other homeowners.

3.11 Swimming Pools, Spas and Outdoor Burning. Permanent in-ground pools must be approved by the ARC. Above-ground pools are prohibited. Spas, hot tubs, exterior whirlpool tubs and similar devices will be generally acceptable provided that they are located in the rear of a house and at least partially screened from view by a deck, lattice, slides, evergreen shrubbery, or similar devices. Any such devices using treated water of any kind must drain into the City sewer system. Open surface drainage is prohibited. Building permits are required and all plans must be approved by the ARC prior to installation. Outdoor burning in fireplaces or open fire pits is allowed, and homeowners should adhere to local laws as detailed in the Smyrna GA Code of Ordinances, Chapter 50, Article 1, sec. 50-7.

Article IV - General Maintenance Requirements for Home Exteriors

4.01 Siding and Trim Maintenance. Siding and brickwork must be kept free of mold, mildew, "green algae," and excessive dirt or grime. Any visible rot in siding or trim wood must be removed and replaced with new material. House paint and trim paint must be kept clean and in good condition. Peeling or faded paint is not permitted. Holes in siding made by woodpeckers should be repaired at least annually and repainted to match the surrounding area. Decorative vines growing on houses must be kept neat and closely trimmed, and deciduous vines should be trimmed back at the end of every growing season.

4.02 Windows. Window glass that has “fogged” due to failed insulation seals must be replaced. Gutters should be kept free of debris and in good condition. Window glass visible from the street should be clean. Windows and screens obscured by dirt, grime, pollen, or other substances should be cleaned and maintained in good condition. Window muntins and mullions and grids must be maintained in neat and good condition. Broken window glass must be replaced promptly.

4.03 Front Doors, Garage Doors, and Entryways. Front doors must be made of wood or treated metal or synthetic materials and maintained in good condition. Glass in doors and sidelights is permitted. Brightly colored front doors are not acceptable. Doorways, porches and entryways must be maintained in a clean and uncluttered fashion. Garage doors must be mechanically powered, and maintained in good operating condition and good physical condition and appearance. The default position of garage doors should generally be “closed” and they should not remain in an “open” position for extended periods of time.

4.04 Shutters and Blinds. Exterior shutters must be properly and securely attached to the house. Operable exterior shutters may not be allowed to swing freely but should be secured with fasteners. Missing shutters should be promptly replaced. Interior blinds, shutters, drapery and screening of any kind that is visible from the street through the windows should be maintained in neat, clean and good condition.

4.05 Roofs and Gutters. Roofs must be kept in good repair. Repair to damaged areas must be done promptly and is subject to ARC review and approval. Areas of roof shingle patches or repairs should match the surrounding roof area as closely as possible. Gutters and downspouts should be maintained in good operating condition. Fallen leaves may not be allowed to accumulate and remain in gutters or roof valleys.

Article V - General Maintenance Requirements for Yards

Few elements of a home in an HOA have a greater effect upon neighbors, or do more to form the impressions of visitors, than yard maintenance. It is the objective of the HOA and the task of the ARC to ensure uniform, timely, high quality, and regular yard maintenance throughout the entire neighborhood in all seasons. Regular maintenance can prevent or forestall the need for more costly renovations of yards in the future. If homeowners choose to defer maintenance, they are still obligated to make the necessary repairs and renovations in the future, notwithstanding the higher costs of a bigger task. For purposes of HOA/ARC oversight, the subject areas within the purview of ARC Guidelines include front yards, side yards (with street frontage) and rear yards (to the extent they are visible from the street or by multiple

back yard neighbors). The following are specific guidelines that meet the standards for yard maintenance in Austin Lake:

5.01 Lawns. Lawns shall be kept cut, neatly trimmed, edged, full (in season), largely weed-free, adequately watered and fed, and generally maintained in a state of good health and in a presentable condition. Acceptable grasses include zoysia, bermuda and fescue. Other grasses have limited applicability in this region but may be approved on a case by case basis. There is no precedent in Austin Lake for moss or clover as an intentional grass substitute, and xeriscaping is not compatible with our moderately wet climate. Natural moss growth in wet or shaded areas is not deemed to be acceptable in lieu of grass or other groundcover. Artificial turf is not allowed anywhere it is visible from the street. Temporary sprinklers and hoses must be removed from yards promptly and stored at the end of each day. The regular feeding and fertilizing of lawn grasses is not required but is highly recommended. The HOA may mandate that failing grass lawns be refurbished or replaced at homeowner expense. Proper lawn care is easier and less expensive than lawn replacement. Lawn furniture is only allowed in front yards on a temporary basis.

5.02 Exposed Dirt. Exposed dirt is a consequence of erosion on slopes, or a result of poor coverage from thin, unhealthy, weed-infested grass, or because of inadequate water or excessive shade. Each of these conditions can be remedied, and bare dirt is not acceptable in HOA yards.

5.03 Weeds. Weeds are not an acceptable substitute for lawn grass, and excessive weed infestation in a lawn must be treated and eradicated. Weeds (i.e. poa annua, nutsedge, and dandelions) emerge quicker than grass, and grow faster - and under worse conditions. Weeds also spread further and more rapidly than grasses. The HOA requires homeowners to take necessary steps to minimize weeds in lawns and bedding areas. Seasonal mowing should commence as soon as weeds begin to grow as winter is ending. Early spring mowing of weedy yards is required, even though grass is still dormant, because of the propensity for flowering weeds to spread seed to neighboring yards. Weeds and "volunteer" plants in bedding areas and shrubbery must be removed. The ARC can recommend weed control remedies ranging from seasonal herbicide applications to full lawn replacement.

5.04 Bedding and Planting Areas. Strategically placed bedding areas can deliver aesthetic beauty in a yard as well as offer solutions for problems stemming from poor soil quality, erosion and topography challenges, or just excessive shade. Plants, flowers, and shrubbery should be maintained in good condition with the general appearance up to the standards of other homes in the subdivision. Bedding areas are required to be maintained year round, just like lawns. Regular pruning is required in season, and perennials should be cut back as

appropriate when the growing season ends. All plants have a limited useful life after which they must be removed or replaced. Dead or diseased plants shall be removed promptly. Planters and pots in front yards should have muted coloring and be maintained in a neat and orderly condition year round. Brightly colored planting pots are not permitted in front yards.

5.05 Mulch and Ground Covers. Planting beds and areas where grass will not flourish must be covered with acceptable ground covers. Approved mulch and inert ground covers include pine straw, woody mulch, and pine bark nuggets. Other covering materials may be approved upon request. Wheat straw (yellow) is only acceptable as a temporary application associated with the spreading and germination of new grass seed. Leaf litter (i.e. mulched or ground up leaves) is not acceptable as a mulch or ground cover in any location visible from the street. Mulch should be applied soon after leaf removal is completed, and must be properly maintained throughout the year. Chicken wire and other garden fencing materials are not allowed around beds visible from the street. Living ground covers such as mondo grass, ivy, juniper or liriope are acceptable if properly maintained.

5.06 Shrubbery and Ornamental Grasses. Mature shrubbery must be maintained in the optimal size and shape envisioned at time of installation. Generally, shrubbery along the front of a house should be kept trimmed below the level of window sills or water tables. Shrubbery on corners of homes must not be allowed to envelope the house corners, and should be pruned to a maximum acceptable height of 6 feet. Hedges must be maintained and pruned to a maximum acceptable height of 8 feet. Trees intended to serve as privacy screens should not exceed 20 feet in height. Dead branches must be removed regularly from all shrubbery and trees.

Ornamental grasses (i.e. Pampas grass) are perennials that can be pruned back after the end of the growing season, but must be cut back before the fronds begin to fall off and blow around in advance of the next growing season. Proper disposal of ornamental grass prunings includes the use of leaf bags or binding the stalks together to minimize the accidental spread of loose fronds.

5.07 Vines. Non-native aggressive vines have been a big problem in Georgia. Climbing and spreading vines can eventually kill the trees and plants on which they grow. Some vines are poisonous to people. Non-native aggressive vines (e.g. Kudzu, English Ivy, Japanese Honeysuckle and Japanese Wisteria) require extra care and maintenance. Cultivated vines require extra maintenance, and any intentionally introduced climbing vine requires prior approval from the HOA. Where vine growth is invasive or unplanned, vines should be cut away at the base. Some vines use adhesive discs or aerial roots which can disfigure and destabilize

brick or stone walls. Existing vines such as English Ivy used for ground cover must be rigorously edged and maintained within the designed boundaries.

5.08 Leaf Removal and Disposal of Yard Waste. Fallen leaves must be collected and removed promptly and frequently during our short leaf season. Delaying until more leaves fall is not an acceptable strategy for leaf removal. No fallen leaves nor any loose leaf litter (i.e. mulched leaves) on the ground visible from the street, or in shared back yards, is acceptable after January 15. Leaves embedded in lawn grass or in shrubbery and other plantings must be removed. Leaf litter is never allowed in front yards, or in bedding areas, or under bushes and trees. Where lawns abut wooded areas, leaves must be removed to a minimum depth of 3 feet into the forested undergrowth. No yard debris of any kind shall be blown, raked, or otherwise discarded into the street or onto a neighboring property. Back yard leaf disposal (in mulched form only) is allowed - as long as back yard neighbors do not object. Grass clippings should be composted or removed entirely. Grass clippings are never acceptable as mulch or ground cover in Austin Lake. Local law prohibits any open air burning of leaves, pine straw or tree trimmings and yard waste. Limbs and branches that fall must be cleaned up promptly. Yard waste to be picked up by the City of Smyrna must be placed neatly and as compactly as possible on the curb in front of the residence from which it was collected.

5.09 Trees. The planting, heavy pruning or removal of trees is subject to advance approval from the ARC. Any removal of trees with a diameter larger than 4 inches requires ARC approval. No tree buffering the lake shall be removed without prior approval from the ARC. Requests for tree work should be submitted in writing (use the ARC Change Request form) and must include full information on the contractors performing the work. Prior consultation with affected neighbors is not required but is highly recommended and may influence ARC decisions. Check local laws and discuss with neighbors to confirm an owner's rights to trim trees that are growing over one owner's lot but are rooted on another person's property.

General Community Restrictions & Guidelines

Article VI - Authority

6.01 Authority to Establish Standards. These standards are promulgated and adopted by the Board of Directors (the “Board”) of Austin Lake Homeowners Association, Inc. (“ALHOA”) in accordance with the “Declaration of Covenants, Conditions and Restrictions” for Austin Lake Subdivision, as amended (“Declarations” or “Covenants”), including Article Seven, Sec. 7.04, and Article Three, Sec. 3.03 and 3.06 of the Covenants. Within the HOA, the Architectural Review Committee (“ARC”) is vested with authority over any decision relating to the Architectural and Maintenance Standards, and any other enforcement duties assigned to it by the HOA Board. In the event situations arise which are not directly addressed in official HOA documents (including this one), The HOA and ARC shall be deemed to have authority to make decisions until such time as the Guidelines and other official documents can be appropriately amended or revised.

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Article VII – General Community Guidelines

7.01 Parking and Storage of Vehicles. No vehicle of any type may be parked on the streets of Austin lake on a permanent basis. Permanent is defined as parked for more than 36 consecutive hours, or more than 2 nights in a row. With prior HOA approval, members and their guests may park vehicles in the Clubhouse parking lot for longer term needs. Residents should park their vehicles inside their garages, except to the extent that member-owned vehicles exceed the available garage space. No vehicle of any type may be stored in driveways or on any unpaved area of any lot. For HOA purposes, a vehicle which has not been driven within a seven day period will be considered stored or inoperable. Vehicles not licensed for street use in Georgia shall be stored in garages or in back yards (on paved areas only) but may not be visible from the street. Utility trailers, RVs, camper trailers and inoperable vehicles may not remain in driveways for longer than 2 days without special HOA approval. Any car repairs that extend beyond routine maintenance may not be done in driveways or neighborhood streets.

7.02 Pets. Pet owners are solely responsible for any and all ways pets may disturb a neighbor or disrupt the tranquility of the neighborhood. Pets shall be kept in enclosed areas at all times unless accompanied by pet owners or their designees. Pets not in an enclosed yard must be kept on leashes at all times. At no time may any pets be allowed to roam unmonitored or unrestrained in Austin Lake. Aggressive behavior from pets is not allowed. Incidents of aggressive behavior should be reported promptly to Cobb County Animal Control and secondarily to the HOA. Recurring acts of aggression by a pet will be referred to Cobb County Animal Control for resolution or disposition.

Excessive dog barking, or yowling by cats, are not allowed in Austin Lake. Excessive barking and yowling are defined as pet noise that occurs with sufficient time and frequency to disturb the peace and tranquility of neighbors and other people. In any disagreement over barking dogs, the position of the complainant will have precedence. Repeated violators will be reported to Cobb County Animal Control.

Pet waste cleanup is the sole responsibility of the pet owner. Waste bags must be disposed of in the owner's garbage cans or in one of the pet stations positioned around Austin Lake. Failure to clean up solid waste from pets, and leaving used waste bags on the ground, are a violation subject to penalties and fines. Prompt pet waste cleanup is mandated in all front yards, the streets and the entire common area, except that animal waste more than 3 feet off the walking trails in the wooded recreation area below the dam may be allowed to remain in place.

7.03 Hours of Operation for Machinery. Work that uses gas-powered or other loud equipment shall not commence before 8:00am. Contractors and yard services shall cease work operations no later than 6:00pm and are not permitted on Sundays or national holidays. Homeowners may operate personal equipment until sunset (defined as [Civil Twilight](#)).

7.04 Driveways and Walkways. Driveways and walkways shall be maintained in good condition and clean appearance. Excessive cracking or buckling in concrete surfaces are sufficient cause for the ARC to require that a homeowner make repairs. Lawn and bedding area edges which abut driveways, sidewalks and curbs, must be maintained such that the edges are neatly defined and do not grow beyond their originally designed borders.

7.05 External Antennas and Satellite Dishes. External Antennas, satellite dishes and any other device serving a similar purpose must be positioned on the roof and out of sight from the street.

7.06 Dumpsters, Pods and Other Temporary Equipment. Dumpsters, Portable Storage Containers (i.e. pods), portable toilets, and other temporary equipment may be used when pre-approved by the ARC. Requests for permission must include start and ending dates for the time period needed. All temporary equipment must be positioned off the streets and not on community property. Any disturbance or damage to yards as a result of the positioning of temporary equipment must be promptly remediated and repaired as soon as the equipment is removed.

7.07 Signs and Flags. Signs in yards or on homes or in home windows visible from the street are generally prohibited with the following exceptions:

- Signage as may be required by legal proceedings
- No more than one sign owned and maintained by a licensed realtor or by a homeowner selling "By Owner" may be used for longer than 5 consecutive business days. A realtor's sign may not exceed 6 square feet in size and must be removed promptly once business is concluded.
- Temporary signs placed by a contractor or service provider may remain in place for no more than 5 consecutive business days.
- Temporary directional signs and signs pertaining to pedestrian safety, are permitted as determined by the HOA.

Signs expressing political or ideological messaging are prohibited. The flag of the United States, the State of Georgia or another official government flag, may be flown on pre-approved flagpoles mounted to the front of houses. Celebratory flags such as college team flags may be flown for limited occasions and times. Flags expressing political or ideological messaging are

prohibited. Homes are limited to a single flag flown at any one time. It is the responsibility of homeowners to remove lawn chemical treatment signs promptly after the warning period has expired.

7.08 Stormwater Drains and Ditches. The City of Smyrna owns and maintains a series of stormwater drains, culverts, underground pipes, and open ditches running throughout the Austin Lake neighborhood, for the purpose of floodwater management, and for which they have easements and rights of access. Homeowners are responsible for maintaining the privately owned areas around those culverts and ditches. Specifically: vines, undergrowth and yard debris in back yards may not block or unduly inhibit the flow of stormwater into these culverts and ditches.

7.09 Trash Cans. Each residence should use the standardized garbage cans and recycle bins provided by the City of Smyrna. Residents should use their own trash cans exclusively. These receptacles must be located in a screened or enclosed area, and must remain out of general sightlines except when placed on the street for weekly City pickup. Trash cans may not be put out on the street more than 24 hours in advance of scheduled pick up times, and may not remain on the street for more than 24 hours after scheduled pick up times. The clubhouse garbage cans should not be used by residents for their daily garbage. Residents are responsible for following procedures issued by Smyrna's Dept. of Public Works regarding the disposal of large items and yard debris.

Article VIII - Guidelines for Use of Common Area Amenities

8.01 Eligibility and Responsibility. The use of Austin Lake amenities is limited to HOA members in good standing and their guests. Unaccompanied guests may be pre-approved on a case by case basis. Residents are responsible for the conduct of their guests. The principal amenities of Austin Lake include the Clubhouse, the Pool & Playground, the Tennis Courts and the Lake, but the guidelines apply to all common areas in the neighborhood.

8.02 Liability Insurance. In accordance with Section 5.04 of the original Declaration, the association shall obtain and maintain in full force and effect public liability insurance covering all common areas and amenities of Austin Lake, and the Landscape and Recreation Area and all damage or injury caused by Owners, their families, members, guests, agents, and invitees on or about Austin Lake and the Landscape and Recreation Area. Such liability insurance shall have at least \$500,000.00 of coverage with respect to the injury or death of any one person, \$1,000,000.00 with respect to any one occurrence of bodily injury or death, and \$50,000.00 with respect to property damage or any such other minimums as may be determined from time to time by the HOA. Each owner shall indemnify and hold other owners and the HOA

harmless from any and all claims, suits, judgments, losses, and costs and expenses resulting from or arising in connection with the activity of such Owner and its family members, guests, agents and invitees on or about Austin Lake, all common areas and amenities, and the Landscape and Recreation Area.

The HOA, the Board, and the officers, directors, members, employees, and agents of any of them, shall not be held liable in any manner whatsoever for, and disclaim any and all such liability and responsibility for, any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any common area and amenities. Each Owner of a Lot, by acceptance of a deed therefor, on behalf of such Owner and such Owner's family members, guests, and invitees, hereby agrees not to bring any action or suit against the HOA, the Board, or the directors, officers, members, employees, and agents of any of them, and hereby releases, remises, quitclaims and covenants any or all of the foregoing, for any demands, claims, and causes of action arising out of, or in connection with, the authorized or unauthorized use of any or all common area and amenities of Austin Lake, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release was given.

Article IX - Guidelines for Use of the Clubhouse & Parking Lot

9.01 Clubhouse. The clubhouse is maintained and made available for private use by members by prior arrangement with the HOA or Social Committee. All users agree to abide by the rules of the HOA, its Declaration and Bylaws, and all applicable laws. The rules and guidelines governing private use are encompassed in the rental agreement provided by the HOA and Social Committee. These guidelines ensure the safe, equitable, and responsible use of the Clubhouse and Parking Lot as common area amenities for residents in good standing, their families, and invited guests.

Maximum occupancy per fire code is [] people. A supervising resident (21+) must be present at all times; minors must be accompanied by an adult resident. A responsible resident must accompany all guests and remain present throughout any event. Violations may result in warnings, fines, suspension of privileges, or other enforcement per the Association's policy. The HOA is not responsible for lost/stolen items or injuries.

9.02 Reservations and Hours. Rental reservations are required for all private events, planned gatherings of more than 10 people, or for any exclusive use. Reservations are booked through the Social Committee on a first-come, first-served basis and are accepted up to 90 days in advance. Residents must pay the rental fee and a cleaning deposit prior to using the clubhouse. HOA planned functions take calendar precedence over private reservations.

The Clubhouse should remain locked when not in planned use, except that the bathroom facilities on the pool level are open for use during pool hours.

9.03 Prohibited and Restricted Activities. No commercial activities, for-profit events, solicitation, political campaigning, religious services, or illegal conduct are allowed without prior Board approval. The consumption of alcohol is permitted with restrictions. Alcohol is allowed only if no minors are served, the host provides for the oversight of distribution of alcohol, and the host assumes all liability. Off-duty police may be required for larger events.

9.04 Other Clubhouse Rules. Noise is limited to reasonable levels. Amplified music and loud activities must be curtailed after [] pm. Smoking, vaping, and all use of tobacco related products is prohibited in the Clubhouse, the parking lot, and surrounding areas. Pets are prohibited in the Clubhouse except for ADA-defined service animals.

Decorations and setup should use only removable methods (e.g., painter's tape/putty). No nails, staples, or damage to walls, furniture or fixtures are allowed. All clubhouse furnishings must be returned to original placement. No items may be left behind, and the Clubhouse generally returned to its original condition. Refundable security deposits and pre-paid rental and cleaning fees are required in the amount to be determined by the HOA and the Social Committee. Deposits may be forfeited for excess cleaning costs, damages or violations.

9.05 Parking Lot Rules. Use of the Clubhouse parking lot is reserved primarily for vehicles of residents and guests actively using the Clubhouse or other amenities. Long-term storage or non-amenity parking is not allowed. Residents who wish to park a vehicle in the clubhouse parking lot overnight or for a longer period of time may do so with the prior approval of the HOA or Grounds Committee. Unauthorized vehicles may be subject to towing at owner's expense per Georgia law. No loitering or vehicle maintenance is permitted in the parking lot. Residents are responsible for guest compliance, and violations may result in warnings, citations, or towing.

Article X - Guidelines for Use of Pool and Playground Area

10.01 The Pool. The pool is maintained for the in-season use by any resident in good standing with the HOA, and is also operated under the Pool Rules posted at the pool. Pool gates are locked for safety reasons and should never be left open or otherwise unlocked. These guidelines promote the safe, enjoyable, and equitable use of the Pool and Playground Area as common amenities for residents in good standing, their families, and invited guests. All users

must comply with these rules, the HOA's governing documents, Georgia law, and posted signage. Violations may result in warnings, fines, suspension of privileges, or other enforcement per HOA policy.

10.02 General Rules for Both Areas. Use is exclusive to HOA members in good standing, their tenants (with owner notification), and invited guests. A responsible resident (18+) must accompany guests and remain present. Parents/guardians are solely responsible for supervising children at all times. By using these amenities, users agree to all HOA rules and accept responsibility for their actions.

- There is no lifeguard on duty. Users swim and play at their own risk.
- Access is only via key fob, gate code, or amenity card issued to residents in good standing.
- Do not prop gates open or allow unauthorized entry.
- Residents are responsible for the conduct of family, tenants, and guests.
- The Association reserves the right to close amenities for maintenance, repairs, weather, or safety reasons without notice.
- Seasonal hours of operation are dawn to dusk unless posted otherwise or restricted by the Board. No use outside approved hours.
- Conduct: No running, rough play, horseplay, profanity, fighting, or disruptive behavior. No loitering after hours.
- Cleanliness: Leave areas clean; dispose of trash in provided receptacles. No glass containers, fireworks, grills, or pets are allowed.
- Damage/Liability: Users are responsible for any damage caused. The HOA is not liable for lost, stolen, or damaged items or personal injuries.
- Report any hazards, damages, or violations to the HOA or Grounds Committee immediately.

10.03 Pool Area Rules.

- Safety & Health:
 - No diving in shallow areas; obey all "No Diving" signs and markers.
 - No food, gum, or drinks (except water in approved containers) in pool water.
 - Diaper-age children must wear swim diapers.
 - Members whose children or guests urinate or defecate while in the pool will be responsible for associated pool maintenance/testing/cleaning costs, and may be denied pool use in the case of repeated or aggravated violations.
 - No spitting, or blowing noses in the pool.
- Supervision:

- Children under 12 must be accompanied by an adult (18+) in the pool area.
- Children under 5 must have direct adult supervision in the water (within arm's reach).
- Capacity & Guests: A maximum of [] people are permitted in the pool enclosure at any one time per fire/safety code. Members are limited to a maximum of [] guests in the pool area at any one time, except for private functions. Residents must accompany guests at all times.
- Prohibited Items/Activities: No glass, alcohol (unless Board-approved with restrictions). No smoking or vaping, no pets (except service animals), no floats larger than 4 ft. No diving or rough play is allowed. No swim lessons or commercial use without Board approval.
- Attire: This is a family pool. Only proper, family-friendly swimwear is allowed—no cut-offs, street clothes, or street shoes are allowed in and around the pool. People wearing inappropriate clothing or swimwear will be asked to change clothes or leave.
- Enforcement: Pool may close for inclement weather, maintenance, or overcrowding. Violations may result in immediate removal and fines or the suspension of privileges.

10.04 Playground Area Rules.

- Safety & Equipment Use:
 - Use equipment only as intended (e.g., no climbing on fences/rails, standing on slides).
 - No rough play, pushing, shoving, throwing objects (sand, rocks, mulch), or fighting.
 - Wear appropriate footwear; no bare feet on hot surfaces or equipment.
- Supervision: Parents/guardians must actively supervise children at all times. No leaving children unattended.
- Age Appropriateness: The playground equipment is provided for age-appropriate children only.
- Prohibited Activities: No pets or bikes/scooters/skateboards are allowed on the playground or pool deck. Food and drink that might attract pests is not allowed.
- Cleanliness: No littering. Members and their guests are expected to clean up the playground after each visit.
- Hours: The playground is available for member enjoyment year round, weather permitting. Hours of use are 10:00 am until dusk.

Article XI – Guidelines for Use of the Tennis Courts

11.01 The Tennis Courts. These guidelines ensure the safe, respectful, and fair use of the Tennis Courts as a common area amenity for residents in good standing, their families, and invited guests. All users must comply with these rules, the HOA's governing documents, local laws, and posted signage. Violations may result in warnings, fines, suspension of privileges, or other enforcement per HOA policy. By using the Tennis Courts, users agree to these rules and accept responsibility.

11.02 General Rules.

- **Eligible Users:** Exclusive to Association members in good standing, their tenants, and invited guests. A responsible resident (18+) must accompany guests and remain present at all times.
- **Hours of Operation:** Tennis may be played daily from 8:00 AM to 10:00 PM , unless posted otherwise or restricted by the Board. Pickleball may be played daily from 10:00 AM until 4:00 PM. After 4:00 PM only special pickleballs designed for low sound can be used. Court lights must be turned off by 10:00 PM. No use after hours.
- **Courts are for tennis and pickleball play only.** No other activities are permitted on the tennis court surface (e.g., basketball, soccer, biking, skateboarding, rollerblading, or gatherings unrelated to play).
- **Supervision of Minors:** Parents/guardians are solely responsible for supervising children.
- **Conduct:** Good sportsmanship is required. No profanity, rough play, horseplay, loud music, or disruptive behavior will be permitted. Extend courtesy to other players, spectators, and nearby residents. Residents are responsible for the conduct of their family, tenants, and guests.
- **Cleanliness & Care:**
 - No glass containers, food, chewing gum, or smoking/vaping on or around the courts.
 - No pets allowed.
 - Dispose of all trash in provided receptacles; leave courts clean and free of litter.
 - Do not drag furniture, chairs, or other items onto courts.
- **Attire & Footwear:**
 - Proper tennis attire required (shirts, shorts/skirts, etc.; no street clothes or bathing suits).
 - Non-marking tennis shoes only—no street shoes, black-soled shoes, or shoes that mark/damage the surface.
 - The HOA reserves the right to close courts for maintenance, repairs, resurfacing, weather, or safety reasons without notice.

- **Damage/Liability:** Users are financially responsible for any damage caused (e.g., to nets, fences, surface). The Association is not liable for lost, stolen, or damaged items or personal injuries. Play at your own risk.
- **Reporting:** Immediately report hazards, damages, broken equipment, or violations to the HOA.

11.03 Access & Reservations.

- Access is only via key fob, gate code, or amenity card issued to residents in good standing.
- Do not prop gates open or allow unauthorized entry.
- Reservations (if applicable):
 - Courts may be reserved via the 3rd party app, Reserve My Court, or another reservation system adopted by the HOA. The online reservation system operates on a first-come, first-served basis, up to 14 days in advance.
 - Time limits are 90 minutes. To ensure that court time is not monopolized, the same household may not make back-to-back reservations.
 - No single member household/family may occupy both/all courts simultaneously unless there are no others waiting to play.
 - When not previously reserved, the courts are first-come, first-served. Waiting players may claim a court after posted time limits expire.
 - Members desiring special reservations for an event or private function must obtain prior clearance and approval from the HOA.
- **Guest Limits:** A maximum of 4 guests per household are permitted at one time; and play by guests is restricted to a single court if other residents are waiting to play.
- Members may bring private coaches to the courts, but coaches may not reserve courts. Any coaching as a commercial activity requires prior HOA approval.
- League or team play is permitted by prior arrangement and approval of the HOA. Outside of designated hours for league or team play, Member use takes precedence.

Article XII - Guidelines for Use of the Lake and Recreation Area

12.01 The Lake and Recreation Area. Austin Lake is privately owned by the Austin Lake HOA. The dam and wooded area below the dam are the area referred to as the "Recreation Area" in the third amendment to the Declaration dated October 14, 1997. HOA ownership extends across the full surface of the lake, and includes the dam and the woods and walking trails located below the dam. The HOA also maintains a path on an easement running from the dam to

Traymore Trace for access by residents. The HOA is responsible for the maintenance and repair of the Lake and Recreation Area.

The following provisions shall govern the use of Austin Lake.

12.02 Lake use. Lake Use is restricted to HOA members and their accompanied guests. Unaccompanied guests are not permitted to use the lake. Failure to observe the rules of lake use will result in the suspension of use privileges. Hours of use shall be from 8:00am until dark (Civil Twilight), or other hours as determined by the HOA. All children under the age of 12 shall be supervised by an adult present or near the Lake. Swimming is not allowed in Austin Lake. Users shall respect private property or shall obtain permission from owners for access to the surrounding shoreline. Users are expected to observe property rights and stay off of private shorelines. Users are responsible for the proper disposal of any and all trash they generate. Trespassers and unauthorized fishermen will be prosecuted.

12.03 Vehicular traffic. Automobiles and other motorized vehicles are not allowed on the dam without permission from the HOA. Use of off-road recreational machines and personal off-road recreation devices (e.g. mini-bikes, dirt bikes, mountain bicycles, 4-wheelers, e-bikes and other similar devices) may be permitted with prior permission and registration with the HOA. All motorized vehicles are restricted to the access path and the areas below the dam. Owners are prohibited from withdrawing water from Austin Lake for irrigation purposes. Lake users parking vehicles on Traymore Trace should not block access to any driveways on Traymore Trace, and are responsible for any damage resulting from vehicle tires on private lawns abutting the street.

12.04 Fishing. Austin Lake is a private lake, so residents may fish without a fishing license from the Georgia Department of Natural Resources, but otherwise, all Georgia laws and regulations of the Georgia DNR apply to Austin Lake. The lake is a carefully maintained and balanced ecosystem, and all users are obligated to treat it with commensurate care. Fishing on Austin Lake is permitted on a “catch and release” basis only, except that panfish and catfish may be kept for human consumption. Fishing hooks, lines, tackle, assorted equipment, and all packaging that can be hazardous to humans, pets and wildlife must be properly disposed of in trash cans provided for that purpose.

12.05 Boating. Boats and watercraft exceeding 14 ft. in length are not allowed on Austin Lake. No powered motors are permitted except for electric trolling motors which require prior approval by the ARC. Rowboats, canoes, paddleboards, sailing crafts, paddleboats and other human-propelled craft are allowed if their length does not exceed 14 ft.

Boat storage is permitted at the water's edge at the western end of the dam. Boats left at the lake are the sole responsibility of their owners, and must be registered with the Lake Committee in advance. Boats should be stored upside down with any gear stowed away inside. Boat left in disarray or in poor or derelict condition may be removed and disposed of by the HOA.

12.06 Recreation Area Trails. Trails running through the wooded Recreation Area below the dam are lightly maintained as a natural area for the use by all members. Natural flora and fauna should be left undisturbed. Visitors are responsible for leaving the natural area and trails as they found them, removing all trash and causing no damage. Riders must yield to pedestrians. The trails are not close to any houses or improvements, so it is recommended that visitors carry some form of working communication (i.e mobile phone, bear horn, whistle, etc.) at all times for emergency use while in the Recreation Area.

12.07 Wildlife on and around the Lake and Recreation Area. Austin Lake is fortunate to be a home of all sorts of wildlife. Residents should not feed or disturb wildlife on or around Austin Lake or the Recreation Area. Semi-domesticated animals (i.e. Pekin ducks) on Austin Lake have had a survival rate of zero when previously introduced, and are now banned. Wildlife that can cause environmental damage (i.e. beavers, otters) may be removed by professional trappers only. Any dens, lodges and dams constructed by wildlife in the Recreation Area should be left undisturbed. Any hunting or trapping activities are expressly forbidden. Feeding waterfowl with human food is harmful to the birds and is not allowed.

Home Rental Policy for Austin Lake HOA

Article XIII - Rental Policy Overview

13.01 Overview and Purpose. This policy governs the rental of homes within the Austin Lake community, which consists of owner-occupied single-family detached upscale homes. The purpose of this policy is to preserve the residential character of the community, maintain property values, ensure compliance with association rules, and promote a stable, owner-occupied environment. All owners must adhere to this policy, which is incorporated into the Covenants, Conditions, and Restrictions & Guidelines, and in the Bylaws of the Association.

13.02 Definitions.

- **Owner-Occupied Home:** A home occupied solely by the owner, members of the owner's immediate family (spouse, children, parents, siblings), or non-paying guests and invitees, as the primary residence or second home. If the owner is a trust, corporation, partnership, or limited liability company, occupancy may be by a beneficiary, director/officer, partner, or manager/member, respectively.
- **Landlord:** A member of the HOA not occupying a home but whose property is intended to be rented to a third party occupant.
- **Rental:** Any lease, sublease, or occupancy agreement where compensation (monetary or otherwise) is provided in exchange for use of the home, excluding owner-occupied arrangements as defined above.
- **Short-Term Rental:** Any rental with a term of less than six (6) months, including but not limited to vacation rentals, transient lodging, or platforms like Airbnb or VRBO.
- **Long-Term Rental:** A rental with a minimum term of six (6) months or more.

13.03 Rental Restrictions.

To maintain the upscale, owner-occupied nature of the community:

- **Owners as HOA members in good standing:** Property owners must be members in good standing of the HOA prior to, and for the duration of, any rental activity. Owners who fall out of good standing for reasons relating to the conditions of the property, the actions of their representatives and their tenants, or any other reason shall be subject to fines, liens and other such remedial actions as shall be deemed appropriate by the HOA Board of Directors.

- Prohibition on Short-Term Rentals: Short-term rentals are strictly prohibited. No home may be rented for periods less than six (6) months, and homes shall not be used for hotel, transient, or vacation rental purposes.
- Rental Cap: No more than 5 (5%) of the 103 total homes in the community may be rented at any time. A waiting list will be maintained by the Board if the cap is reached. Priority shall be given to owners demonstrating hardship (e.g., financial distress, relocation for work, or medical needs) and seniority (length of home ownership).
- Waiting Period for New Owners: Owners must occupy their home as their primary residence for at least one (1) year after purchase before renting it out, unless granted a hardship exemption by the Board. If the new owner acquires the home from a family member or in any manner deemed to not be a market-valued, arm's length transaction, then that new owner is separately subject to the standard waiting period, unless granted a hardship exemption by the Board.
- Hardship Exemptions: Owners may apply in writing to the Board for an exemption from rental restrictions due to documented hardship. The Board shall review applications within thirty days and may approve exemptions for up to one year, renewable upon reapplication. Decisions shall not be unreasonably withheld, but the Board may consider factors such as the owner's financial situation, community impact, and compliance history.
- Grandfathering: Existing rentals as of the effective date of this policy may continue under their current terms for the duration of a current lease in place, but must comply with all other provisions upon lease renewal or transfer of ownership.
- No Commercial Use: Homes shall not be used for any business, commercial, or non-residential purposes, except for home offices with no external evidence (e.g., no signage, increased traffic, or client visits).

13.04 Lease Requirements.

- Minimum Lease Term: All rentals must be for a minimum of six (6) months, and a maximum of two (2) years, with no option for renewal periods shorter than this term.
- Written Lease Agreement: All rentals require a written and legally binding lease agreement, which must include:
 - A clause stating that the lease is subject to the HOA's CC&Rs, Bylaws, rules, and regulations, and that any violation by the tenant constitutes a default under the lease.
 - Acknowledgment by the owner and the tenant that they have received and agree to abide by all HOA documents.
 - Provisions for the owner to indemnify the HOA against any damages caused by the tenant.

- **Security Deposit:** Owners are obligated to put up a security deposit equal to the greater of \$3,000.00 or one month's rent, whichever is greater. The security deposit may be used by the HOA to offset any expenses, fines or liens incurred or imposed by the HOA for actions or conditions stemming from failures by the owner or tenant to adhere to all the HOA's CC&Rs, Bylaws, rules, and regulations. Upon a successful termination of a lease, the balance (without interest) will be returned to the owner within 30 days.
- **Board Approval:** Owners must submit a copy of the proposed lease and tenant information to the Board for review at least 15 days prior to the lease start date. The required tenant information includes all contact information and ages of all tenant occupants, and a detailed, professionally procured background check on the principal tenant. The Board may approve or deny a lease based on compliance with this policy.
- **Tenant Registration:** Within 10 days of occupancy, owners must provide the HOA with tenant vehicle details. Any changes in tenancy must be reported promptly.

13.05 Tenant Responsibilities.

- Tenants are bound by all HOA rules as if they were owners. Owners are responsible for ensuring tenant compliance and shall be ultimately liable for any violations, fines, or damages caused by tenants.
- Tenants may not sublet the property without prior Board approval.
- Owners shall indemnify and hold harmless the HOA and other owners from any claims arising from tenant actions, including personal injury or property damage.

13.06 Enforcement and Penalties.

- **Violations:** Non-compliance with this policy may result in fines, suspension of privileges, legal action, or forced termination of the lease. Fines for tenants shall follow the general enforcement guidelines set in place by the HOA for members. Fines for Owners shall be applied over and above the fines for tenants and shall start at \$500 per violation and escalate as deemed appropriate by the HOA Board.
- **Monitoring:** The Board may conduct periodic inspections of the property and require annual certifications from owners regarding occupancy status.
- **Amendments:** This policy may be amended by a vote of the HOA Board, pursuant to the Bylaws and governing documents.
- Owners agree that in the event of a dispute between the parties, that dispute shall be resolved through binding arbitration rather than court litigation. This agreement between parties is contained in Article XIV of the Austin Lake HOA Declaration of Covenants, Restrictions & Guidelines.

Owners are encouraged to consult legal counsel for customization of lease agreements. This policy becomes effective [date] and applies to all new rentals thereafter. For questions, contact the HOA Board.

Article XIV – Dispute Resolution and Arbitration for Rental Owners

14.01 Agreement to Arbitrate. The HOA, each Landlord, and their respective successors, assigns, heirs, and representatives covenant and agree that any and all disputes, claims, or controversies arising out of or relating to the interpretation, application, or enforcement of the Declaration (CC&Rs), Bylaws, Articles of Incorporation, Rules and Regulations, or any other Governing Documents of the Association (collectively, the "Governing Documents"), or arising from or related to the ownership, use, occupancy, maintenance or rental of any Lot, including but not limited to claims for breach of covenant, nuisance, negligence, property damage, injunctive relief, declaratory relief, or violations of the Governing Documents (collectively, "Disputes"), shall be resolved exclusively through binding arbitration as set forth in this Article, and not through litigation in any court (except as necessary to enforce an arbitration award or for provisional remedies as permitted herein).

This agreement to arbitrate is intended to be broadly construed and shall survive the termination or expiration of ownership of any Lot. By accepting a deed to a Lot or otherwise becoming an Owner and Landlord, each Owner/Landlord agrees to this binding arbitration provision on behalf of themselves and any occupants, tenants, guests, or invitees.

14.02 Waiver of Jury Trial and Court Action. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY DISPUTE SUBJECT TO THIS ARBITRATION PROVISION. THE PARTIES FURTHER AGREE THAT NO DISPUTE SUBJECT TO THIS ARTICLE SHALL BE LITIGATED IN ANY COURT, EXCEPT AS NECESSARY TO CONFIRM, MODIFY, OR ENFORCE AN ARBITRATION AWARD OR TO SEEK PROVISIONAL REMEDIES (SUCH AS TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS) TO PRESERVE THE STATUS QUO PENDING ARBITRATION.

14.03 Arbitration Procedures. All Disputes shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its rules as the parties may mutually agree upon and as modified by this Article. If the AAA is unavailable or declines to administer the arbitration, the arbitration shall be administered by another mutually agreed-upon reputable arbitration provider under its then-current rules for similar disputes.

- The arbitration shall be conducted in Cobb C, Georgia (or such other location as the parties may agree).
- The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) to the extent it applies, and otherwise by Georgia law.

- The arbitrator(s) shall have the authority to grant any remedy or relief that would be available in a court of competent jurisdiction, including but not limited to injunctive relief, declaratory relief, monetary damages, and attorney's fees and costs (if otherwise recoverable under the Governing Documents or applicable law).
- The arbitrator(s) shall issue a reasoned written award explaining the essential findings and conclusions.
- The award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction.

14.04 Number of Arbitrators and Selection. Disputes involving claims of \$50,000 or less (exclusive of attorney's fees and costs) shall be decided by a single arbitrator. Disputes involving claims exceeding \$50,000 shall be decided by a panel of three arbitrators, unless the parties agree otherwise. The arbitrator(s) shall be selected in accordance with the applicable AAA rules, with preference given to arbitrators experienced in real estate, homeowners association, or common interest community disputes.

14.05 Pre-Arbitration Steps (Optional Mediation). Prior to initiating arbitration, the parties shall attempt in good faith to resolve the Dispute through informal negotiation and, if unsuccessful within thirty (30) days, through non-binding mediation administered by the AAA or another mutually agreed provider. This mediation requirement may be waived by mutual agreement or if urgent provisional relief is needed.

14.06 Costs and Fees. Each party shall bear its own attorney's fees and costs, except that the arbitrator may award attorney's fees and costs to the prevailing party if such an award is authorized under the Governing Documents or applicable law. The costs of arbitration (including arbitrator fees and administrative fees) shall be shared equally by the parties unless the arbitrator determines otherwise based on the circumstances (e.g., frivolous claims).

14.07 Exceptions. This arbitration provision shall not apply to: (i) actions by the Association to collect assessments, fines, or other charges due under the Governing Documents; (ii) actions to enforce liens; or (iii) disputes that, under applicable law, are not subject to arbitration.

14.08 Severability. If any provision of this Article is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

General Enforcement Procedures for Community Guidelines

Enforcement and Fines

Failure to adhere to these standards will result in the following:

1. **Friendly Reminder:** A courtesy notice via mail/email.
2. **Official Notice of Violation:** 14 days to cure the issue.
3. **Fines:** Unresolved violations may result in fines of \$50 per day or a "Self-Help" remedy where the HOA performs the maintenance at the owner's expense.