

RULES AND REGULATIONS

GOVERNING

THE WOODLANDS



January 2017

**THE WOODLANDS ASSOCIATION, INC.
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RULES AND REGULATIONS GOVERNING THE WOODLANDS

Introduction

The Woodlands is a private, residential community comprised of architecturally and harmoniously distinctive single-family homes. It is designed for the discriminating homeowner who appreciates the advantages of the ownership of their own lot and home but desires to be relieved of most of the chores associated with the grounds, landscaping and recreational facilities. To assure the continuation of this highly desirable environment, there exists a framework of restrictions, rules and regulations, obligations and responsibilities to which all property owners and property in The Woodlands are subject. This framework consists of the following documents:

- ❖ *Codification of Declaration of Covenants, Easements and Restrictions for The Woodlands as amended.*
- ❖ *Codification of By-Laws of The Woodlands Association, Inc.*
- ❖ *Articles of Incorporation of The Woodlands Association, Inc.*
- ❖ *Georgia Nonprofit Corporation Code.*
- ❖ *Georgia Property Owner's Association Act.*
- ❖ *Survey Plats for each of the five Units of The Woodlands filed for record with DeKalb County, GA.*

Rules and Regulations Governing The Woodlands

In addition, the Association, through its Board of Directors, has broad authority to construe and interpret the Declaration and By-Laws and to extend and enlarge them by liberal interpretation and implication as to make them fully effective, Among the powers of the Board of Directors is the express authority to enforce the provisions of the Declaration and the By-Laws and the Rules and Regulations promulgated with respect to governing The Woodlands.

Each lot in The Woodlands is subject to the terms and provisions of the Declaration and the By-Laws and the Rules and Regulations promulgated there under. Therefore, any lot owner or tenant in The Woodlands is legally bound and obligated to abide by all the terms of these provisions as they are presently constituted or as they may be duly amended or interpreted in the future. Every homeowner should appreciate that the covenants, restrictions, regulations and limitations are designed to protect each homeowner's interest and investment as well as the quality and integrity of the community as a whole.

In order that lot owners and tenants may be easily acquainted with the more significant and day-to-day provisions of the instruments and regulations governing The Woodlands, those provisions and regulations are presented herein for ease and readiness of reference. They are presented in the pages that follow in three sections

- ❖ *General Rules and Regulations*
- ❖ *Lawn and Landscape Maintenance Program*
- ❖ *Rules and Regulations for the Swimming Pool and Clubhouse*

These Rules and Regulations are not intended to replace and do not purport to recite all the provisions of the documents from which they are drawn, but rather they are intended to cover only subjects and areas which may occur with any degree of frequency and to supplement appropriate provisions of the governing documents. Reference should be made to the Codification of Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, the Codification of By-Laws of The Woodlands Association, Inc., The Georgia Property Owner's Association Act and the recorded Plats of Survey for the respective Units of The Woodlands for a complete presentation of all of the provisions to which each lot and lot owner is and became subject upon acceptance of a deed to property within The Woodlands.

GENERAL RULES AND REGULATIONS

Residential Use

All lots located within The Woodlands are to be used exclusively for single-family residential purposes. No business or business activity is to be carried on within The Woodlands. No residence within The Woodlands is to be used, either wholly or partially, for the purpose of providing transient or temporary housing to any person or group of persons.

Alterations and Improvements

No building, fence; fencing whether decorative or temporary; wall, road, driveway, parking area, tennis court, swimming pool, or other structure or improvement of any kind is to be erected, placed, altered, added to, modified, or reconstructed on any lot until the plans for and the proposed location of the improvement is approved in writing by the Association. No alteration in the exterior appearance of any building, structure or other improvement, change or modification of the appearance of a lot and the dwelling thereon from the state existing on the date of conveyance of such lot by the builder or a previous owner to a lot owner. This definition includes landscaping (type of grass, trees, shrubbery and plantings and size and location of planting areas), exterior paint colors and finishes and drainage pipes, including pipes connected to downspouts, which are to be buried and not to direct water upon adjacent lots.

On larger home improvement/repair projects, portable toilet facilities will not be allowed on the outside of the home. The Homeowner and Contractor will be required to furnish toilet facilities in the residence to be in compliance with the following statutes pertaining to toilet facilities as per the Georgia State Minimum Standard One and Two Family Dwelling Code

Chapter 3 –

“BUILDING PLANNING, SECTION R306 - SANITATION - “

R306.6 General. Toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition.”

The contractor may use this as a reason to place a portable toilet on the premises. However, many contractors have their workers utilize nearby public restrooms by applying their interpretation of standards OSHA has defined in an answer to their code on employers need to provide toilets –

“§1926.51(c) (1) requires that toilets be "provided." As we stated in a June 7, 2002 letter to Mr. Nicholas Mertz on a related issue:

[T]he most basic meaning of 'provide' is 'make available.' See Webster's II New College Dictionary ('Webster'), 1995, defining 'provide' as 'to furnish; to make ready; to make available.' Toilets that take too long to get to are not 'available.' [I]n general, toilets would be considered 'nearby' if it would take less than 10 minutes to get to them.”

If the contractor insists on toilet facilities on-site then the homeowner is responsible to provide them. If a portable toilet solution is decided upon then it must be one that can be housed within the homeowner’s garage, with the garage door closed.

Dumpsters, trailers or containers used in removing construction debris must be placed in the driveway of the residence being repaired or remodeled. In the event the driveway is too small to accommodate the container, it may be placed in the street adjacent to the residence being remodeled. The placement of the container in the street must not block access to the street, other homeowners’ mailboxes, and other homeowner driveways or create a safety hazard to drivers on Woodlands streets. The container must not block or hinder access by emergency vehicles. The container must be marked with emergency cones on either end while on the Woodlands streets. The Homeowner will be liable for any damage to the street or curb incurred by placement of the container.

Before undertaking any action requiring approval, a lot owner is to submit to the Association a construction or work schedule and two complete sets of plans and specifications showing the site plan, landscape layout, floor plans, exterior elevations, exterior materials, colors and finishes and/or such other descriptive information and specifications as will allow the Association to arrive at an informed and documented conclusion. The Association will act within 30 days upon the written proposal; no action will be taken on verbal requests. The Association may refuse approval of plans, site location or specifications upon any ground, including aesthetic considerations, which, in its sole discretion, shall seem sufficient.

Television Antenna and Related Devices

All electrical service, cable television lines and telephone lines are to be placed underground. No pole, tower, antenna, television, earth station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, or for any other purposes, is to be erected, placed or maintained on any part of The Woodlands except as may be constructed or approved by the Association under the advisement of the Architectural Review Committee.

While the Architectural Review Committee, acting under the auspices of the Homeowners Association of The Woodlands (due to FCC regulations), cannot impair the installation of a dish causing unacceptable signal quality, it is expected that the homeowner will comply with City of Dunwoody Code Sec. 27-172 when determining the placement.

Vehicles and Parking

No mobile homes, motor homes, house trailers, trucks, motorcycles, campers, vans, trailers, boats or other type vehicles that do not have a car or passenger vehicle classification by the Georgia Department of Motor Vehicles are to be placed or parked on any lot so as to be visible from any street or from any other lot in The Woodlands or parked on the streets within The Woodlands. This essentially limits from view all vehicles except conventional 2- and 4-door auto mobiles, station wagons, mini-vans and sport utility vehicles. Such approved vehicles shall have no printed signs or commercial lettering on the outside of the vehicle, and shall have such dimensions that allow access to the residents' garage.

In addition to the above rules, except for automobiles utilized by guests or visitors of a lot owner and parked temporarily within the right-of-way of any street, no vehicles of any type are to be parked or maintained within the right-of-way of the streets located within The Woodlands, but rather are to be maintained within driveways or garages located upon the lots. Vehicles of guests or visitors, which are the only vehicles which may be parked on the streets temporarily, are to be parked parallel to the curb, (not headed into or angled into the curb), and are not to block driveways, mail boxes or fire hydrants. When remaining overnight, vehicles of guests or visitors must be parked within the driveways or garages located upon the lots. This stipulation is primarily to protect our community with its narrow streets in the event fire trucks and other emergency equipment need access. Canvas or other covering on approved vehicles is not permitted.

No more than four (4) vehicles per lot may be kept or maintained by any person within The Woodlands without Board approval; provided however, this provision shall not prohibit an owner or occupant from having guests or service vehicles park within The Woodlands if otherwise in compliance with the Declaration of Covenants and the Rules and Regulations.

Garages shall not be used for personal property storage or other uses if vehicles are thereby displaced to the driveway, and the original capacity of each garage (rather than the driveway) shall be fully utilized for overnight parking.

Animals and Pets

A lot owner may maintain only dogs, cats or other usual and common household pets. Such pets are to be kept only in reasonable numbers, are not to be permitted to roam free, may not be bred or maintained for any commercial purpose, and may not constitute a nuisance of any nature to other lot owners. Dogs and cats, whenever they are outside a dwelling, including the Lot Owner's dwelling, are to remain on owner's property or the street, be confined to a pen, or on a leash. Other pets, whenever they are outside a dwelling, including the lot owner's dwelling, are to be confined to a pen or, as appropriate for the kind of pet, on a leash or personally supervised at all times by the pet owner or other responsible member of the household. Animal excretion is to be confined to owner's property and cleaned up immediately. The pine straw areas along Dunwoody Club Drive (our property), not the grass, may also be used by pet owners for animal excretion, but must be removed immediately. Barking dogs constitute a nuisance to the owners of other lots as defined in the Declaration.

Playground Equipment, Pet Enclosures and Other Exterior Structures

All playground equipment, pet enclosures, and other similar structures and clotheslines are to be hidden from view. No accessory building, tent, shack, garage, tree house, barn or other outbuilding or structure is to be placed upon any lot at any time, either temporarily or permanently. Garden hoses must either be stored in appropriate enclosures or not visible from the street.

Air Conditioning Compressors

Compressors for air conditioning systems are to be screened by shrubbery or by walls or fences that are to be approved by the Association prior to the construction of the wall or fence. Noncompliance will result in the Association planting, or replanting in the case of dead or dying plants, shrubbery at the lot owner's expense.

Lawn Lights

In lieu of conventional street lighting, either electric or gas lights are installed on the front lawn of each lot within The Woodlands. For safety reasons, a lot owner is to keep the light operational at all times. Noncompliance will result in the Association performing the necessary repairs or maintenance at the Lot Owner's expense. Lampposts and light fixtures must be painted black using gloss or semi-gloss paint.

Garage Doors

Automatic garage doors openers are required. For security and aesthetic reasons, garage doors are to remain closed at all times except to effect ingress and egress, and outside entrance doors to garages should remain closed when not in use.

Mail Boxes

Mail boxes and the related mounting pole and bracket are to be of the size and styles existing for all residences in The Woodlands completed and sold as of October 1, 1988, and must be painted in black gloss or semi-gloss paint with a cast aluminum house number sign with black background mounted on the top of the mailbox. No other receptacle, such as a newspaper box or tube is to be attached to the mailbox or the related mounting pole and bracket or is to be separately erected on a lot nor shall the house number be painted on or otherwise affixed to the mail box, curb, driveway or street. Mailboxes and posts are to be kept in good repair and appearance. No signs or placards of any kind are to be placed on mailboxes. Noncompliance will result in the Association installing a conforming mail box (and/or cast aluminum house number sign), removing the painted house number on the mail box, curb, driveway or street, or performing the necessary repairs, painting, or maintenance at the lot owner's expense.

Garbage Receptacles

No outside garbage receptacles are to be kept or maintained upon any lot within The Woodlands. Garbage is to be placed within closed garbage receptacles or trash bags on the lot owner's driveway at the street no earlier than dusk of the day preceding a garbage or yard waste pickup day, and emptied receptacles are to be removed no later than dusk on a pickup day. Garbage, recycling, and yard waste pickup schedules are published annually by DeKalb County and are included with the appropriate water and sewer billing for each lot at the end of the calendar year.

Signs

No sign shall be erected or maintained on any lot except one professionally lettered builder or realtor sign or sign of the Owner advertising the Lot and dwelling for sale or rent, which signs are subject to the approval of the Association acting through any of its officers or its Board of Directors. Such sign shall not be more than 6 square feet in area. Additionally; professional security company signs are permitted. That includes free standing signs (not to exceed 12" in diameter) and decal signs on mailboxes (not to exceed 5" in diameter). The Association can remove nonconforming signs and attachments to signs.

Estate, Garage and Yard Sales

No estate, garage or yard sale should be held at a residence in the Woodlands without the permission of the Board of Directors. If a homeowner desires to hold such a sale, a plan for such sale should be submitted to the Board of Directors at least 30 days in advance of the proposed sale date. The plan should include the date and times of such sale and the parking proposed. Also include with the plan, a statement that only items from the residence will be offered for sale. Under no circumstances, should items be brought in from outside of the Woodlands and offered for sale.

Required Maintenance and Storage

All lots, together with the exterior of all improvements, are to be maintained in a neat, attractive and safe condition by the respective lot owners. Such maintenance includes, but is not limited to, painting repairing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubbery, grass, walks and other exterior improvements. No material or equipment may be stored in yards or under decks that are visible from any other lot or from the street. The Association provides to all lots certain lawn and landscape maintenance; this service and the individual lot owner's landscape maintenance responsibilities are described elsewhere in this publication. The Association may, after thirty days' written notice to any lot owner, enter upon a lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly or improperly-maintained growth of any kind or character, for removing garbage or trash, for painting and repairing, or for performing such other maintenance as the Association, in the exercise of its sole discretion, deems necessary or advisable.

Swimming Pool and Clubhouse

See the separate section of this document that sets forth the rules and regulations governing the use and enjoyment of the swimming pool and clubhouse facilities.

Tenants

Leases within the Woodlands shall be in writing and with the initial term of not less than twelve (12) months except with written Board approval. Within seven days after executing a lease agreement, the lot owner shall provide the Board with a copy of the lease and the name of the tenant and the names of all other people to occupy the lot.

In those cases where a lot owner leases or rents a property located within The Woodlands, the tenant is subject to all applicable provisions of the Declaration for The Woodlands and the By-Laws of the Association and to the Rules and Regulations of the Association as they are presently constituted and as they may be amended in the future. A tenant is not a Member of the Association but enjoys all the rights, privileges and responsibilities of a resident of The Woodlands. A lot owner is responsible for the conduct of a tenant and should provide a tenant with a copy of the Rules and Regulations publication.

Should a tenant violate any rule or regulation, the tenant and the lot owner will be advised of the violation in the manner prescribed for that violation. Should a penalty for the violation be assessed, both the tenant and the lot owner will be advised of the penalty; however, inasmuch as a penalty becomes a charge and continuing lien against the property occupied by the tenant, penalties attributable to tenants will be charged to the account for the lot owner.

In order that the Association may be reasonably assured that a tenant is aware of the rules and regulations governing The Woodlands and aware that he/she will be financially responsible to the lot owner for any monetary penalties assessed due to the conduct of the tenant, a lot owner should include the following clause, or a clause similar in wording which would have the same force and effect, in the lease or rental agreement between the lot owner and the tenant: "The lessee hereby agrees that at all times he/she shall be a tenant of the property at the address stated herein and located within The Woodlands, he/she shall be subject to all applicable provisions of the Codification of the Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, the Codification of By-Laws of The Woodlands Association, and the Rules and Regulations of The Woodlands Association, Inc, as they are presently constituted or as they may be amended in the future, and that he/she shall be liable to the lessor for any and all amounts assessed to the lessor occasioned by the violation by the lessee-tenant of any of the provisions contained in the above-referenced documents governing The Woodlands."

Guests

A lot owner is responsible for the conduct of his guests and visitors in accordance with these rules and regulations. Parking and pet restrictions and the swimming pool and clubhouse rules and regulations are the major areas for guest awareness.

Assessments

Each lot within The Woodlands is required to disburse in favor of the Association annual and special assessments. Each lot owner is liable for his/her proportionate share of such annual and special assessments irrespective of whether or not the lot owner actually uses all or any of the facilities or services covered by any such assessments.

The annual assessments, which are based on budgets approved by the Board of Directors of the Association, may include expenses related to the common elements such as taxes, insurance, legal and accounting fees, utilities, pool and clubhouse maintenance, general repairs and maintenance, reserves for future capital expenditures, lawn and landscape maintenance provided to individually-owned lots, and such other services provided for or to lots and lot owners as the Board of Directors of the Association may from time to time deem appropriate. The specifics of the lawn and landscape maintenance program provided through the Association, along with certain landscape maintenance items which remain the responsibility of each lot owner, are set forth elsewhere in this publication.

The expenses related both the common elements and to lawn and landscape maintenance provided to individually-owned lots are borne equally by all lots; except that in those where a lot owner has, with the required approval of the Association, elected to adopt a landscape scenario which causes a maintenance considerably over and above that of other lots, such expense will be borne by such lot owner separately and in addition to the normal expense borne equally by all lots. The annual assessment can be increased or decreased each year, but it cannot be increased more than 15% over the previous year without the approval of at least two-thirds of the votes of the members of the Association present, in person or by proxy, at the annual or a special meeting of the Association.

The Association also has the right to levy special assessments for expenses related to unforeseeable or fortuitous events. Any special assessment which exceeds 25% of the annual assessment for the fiscal year in which the special assessment is levied requires approval of at least two-thirds of the members of the Association present, in person or by proxy, at the annual or a special meeting of the Association.

Billing and Collection Procedures

The following are the billing, collection and delinquency policies of the Association for assessments and other charges to lots and lot owners.

Billing Dates. One-fourth of the annual assessment amount is billed to each lot owner on a calendar quarter basis. The total special assessment amount is billed at the effective date of the special assessment.

Due Dates. Annual assessment quarterly installments are due and payable in full on the first day of each calendar quarter. Special assessments are due and payable in accordance with the terms prescribed by the Board of Directors in connection with each such assessment.

Creation of Lien and Personal Obligation for Assessments. Each owner of any lot is deemed to covenant and agree to pay to the Association (1) annual assessment or charges, (2) special assessments, and (3) individual or specific assessments to be paid by the owner of any particular lot which are established pursuant to the terms of the Declaration of Covenants and other governing documents, including reasonable fines as may be imposed by the association for violations thereof.

Such assessments, together with charges, interest, costs and reasonable attorney's fees, shall be a charge and continuing lien on the Lot. Such amounts shall also be the personal obligation of the lot owner, and each lot owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of the conveyance.

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

- (a) If the annual assessment or any part thereof is not paid within thirty (30) days of the quarterly due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Georgia Property Owners Association Act ("Act"), may be imposed without further notice to the delinquent owner, and interest at the rate of ten percent (10%) per annum or such higher rate as permitted by the Act shall accrue from the due date. If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, late charges, delinquent assessments, and current assessments.
- (b) If the Board permits payment of the annual assessments in installments, and assessments, fines or other charges, or any part thereof, due from an owner remain delinquent and unpaid for more than thirty (30) days from the due date, then the Board may accelerate and declare immediately due all of that owner's unpaid installments of the annual assessments within ten (10) days.
- (c) If assessments and other charges or any part remain unpaid more than thirty (30) days after the assessment payments first become delinquent, then the owner's voting rights may be suspended by the Board and the owner excluded from quorum and voting requirements, as provided in the Act, until full payment is made, and, further, the Association, acting through the Board, may institute suite to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the owner's and occupant's right to use the Common Elements as provided in the Act.

Enforcement and Penalties for Noncompliance

It is the duty and responsibility of the Association, acting through its officers and directors, to enforce unerringly and impartially the provisions of the Declaration, the By-Laws of the Association and the Rules and Regulations adopted by the Board of Directors of the Association and other governing documents. In all instances of noted violations, except in the case of past due assessments and charges where the procedures are explicitly set out in the Declaration as amended, the involved lot owner will be informed, in writing where deemed necessary, of the violation.

In the case of violation of the rules and regulations governing Residential Use, immediate compliance is expected. Failure to do so will result in the Association seeking legal remedy.

In the case of violation of the rules and regulations governing the following areas, compliance is expected within 30 days of notification of the violation. Failure to do so will result, as the circumstances dictate, in the Association either seeking legal remedy or entering upon the lot and correcting the violation at the lot owner's expense, which expense will become a lien and continuing charge against the property, or imposing a fine of twenty five dollars (\$25.00) per day until the violation is corrected.

- ❖ **Alterations and improvements.**
- ❖ **Television antennae and related devices.**
- ❖ **Playground equipment, pet enclosures and other exterior structures.**
- ❖ **Air conditioning compressors.**

- ❖ **Lawn lights.**
- ❖ **Mail boxes.**
- ❖ **Required maintenance.**

In the case of violation of the rules and regulations governing the following areas, immediate compliance is expected upon notification. Failure to do so will result in the application of the penalty or penalties set out for each area.

- ❖ **Signs.** Each offense following notification of first violation - \$25.00 fine.
- ❖ **Vehicles and Parking.** Each offense following notification of first violation - \$25.00 fine.
- ❖ **Animals and Pets.** Each offense following notification of first violation - \$25.00 fine.
- ❖ **Garage Doors.** Each offense following notification of first violation - \$25.00 fine.
- ❖ **Garbage Receptacles.** Each offense following notification of first violation - \$25.00 fine.
- ❖ **Swimming pool and clubhouse.** Each offense following notification of first violation of any swimming pool and clubhouse rule and regulation – denial of access to and use of swimming pool and clubhouse for a period of 30 days following notification.
- ❖ **Glass and other breakable objects in pool and clubhouse area and violation of rules related to use of sunscreen –** each offense following notification of first violation - \$25.00 fine.
- ❖ **Key to swimming pool gate and rest rooms.** See section of Rules and Regulations for the Swimming Pool and Clubhouse for charges and penalties relating to a) a lost key and b) failure to return a key prior to closing of sale of a lot owner's property.

Excessive number of violations. Should a lot owner be fined for the same three, or five of any combination of violations of the provisions and rules in the area of signs, vehicles and parking, animals and pets, garage doors, garbage receptacles or swimming pool and clubhouse, all subsequent violations of the respective provision will be considered to be excessive in number and will result in a fine to the lot owner being levied in the amount of \$500.00 for each additional violation.

Substantial Irreversible Alterations. Should a lot owner undertake or cause a substantial irreversible alteration to the exterior of the lot owner's residence or property which would not have been approved by the Board of Directors should it have been presented for approval as required by the governing documents, or if it substantially varies from or exceeds that approved, in addition to legal remedies, the Board shall have the authority to assess a fine against the owner not to exceed five thousand dollars. (\$5,000.00)

All fines and charges levied or assessed for any violation(s) of the Covenants or Rules and Regulations will become liens and continuing charges against the property of the lot owner involved.

Miscellaneous

Outdoor work such as lawn and landscape, repairs, and painting must not start before 8:00 a.m. and conclude no later than 9:00 p.m.

A lot owner is responsible for insuring that workmen and contractors on the property not cause any noise or other conditions that disturb the peace and quiet of the occupants of surrounding houses, apart from that directly necessary to the conduct of the work.

Work trucks and other equipment or material whenever possible should be removed from property in the Woodlands at night, and in any event not remain overnight on the right of way of the roads in the Woodlands.

Holiday decorations are to be removed on a timely basis.

RULES AND REGULATIONS FOR THE SWIMMING POOL AND CLUBHOUSE FACILITIES

Who May Use

Use of the swimming pool and clubhouse facilities is restricted to resident members of the Association, their families and guests, and to tenants of lot owners. Nonresident members of the Association may not use the facilities. Resident employees of members and tenants are permitted to use the pool but not allowed to bring guests.

Use for Private Functions

The swimming pool and clubhouse facilities may be used by a resident member or tenant for private parties or functions but may not be so used to the exclusion of other resident members or tenants during the time of the private party or function. To facilitate scheduling, avoid conflicts and to notify the Association of all private functions, the member must complete and submit a Clubhouse and Pool Facilities Reservation and Use Agreement. This agreement will specify the purpose of the event, the date planned and the number of attendees expected. A copy of the Agreement may be obtained from the Pool Committee Chairman, the Association Director responsible for the pool operation or the Association President. The completed Agreement may be returned to any one of these individual at least 5 days prior to the desired reservation date. It is the responsibility of the resident member or tenant to thoroughly clean the pool and clubhouse area immediately following each use as outlined in the referenced Pool Use Agreement. Failure to do so will result in the Association charging the lot owner or tenant for any expense incurred in cleaning the facilities.

Dates of Operation

The swimming pool will be available for use from April 15 through October 15 of each year except for such times as may be required for necessary repairs and maintenance.

Hours of Operation

The facilities will be open each day from 8:00 a.m. until 10:00 p.m.

Swimmers' Risk

There will be no lifeguard provided at the swimming pool by the Association. Therefore, use of the swimming pool will be at the sole risk of the swimmer.

Key to Pool and Clubhouse Gate and Rest Rooms

The swimming pool and clubhouse facilities exist solely for the enjoyment of residents and tenants and their properly accompanied guests. In order to provide a secure pool enclosure and to prevent use of the pool and clubhouse by unauthorized persons, locks which require special keys are installed on the gate and rest rooms. The key provided to lot owners unlocks both the gate and rest room. The key can be duplicated only by the Association and must not be duplicated by any locksmith directly for the lot owner. Should a lot owner lose the key provided, a request for replacement must be made in writing to the Association; a fee in the amount of \$25.00 which must accompany the request, will be charged for a replacement key. If a lot owner sells his property in The Woodlands, the lot owner must surrender the pool key to the Association prior to the closing of the sale of the property. Failure to do so will result in a charge to the lot owner in the amount of \$100.00 payable to the Association at the closing of the sale of the property.

If a lot owner leases or rents his property in The Woodlands, it will be the lot owner's responsibility to provide the key to tenants. Should the tenant lose the key, the lot owner should follow the key replacement request procedure outlined above with the additional requirement that a letter from the tenant addressed to the lot owner stating that the key has been lost must accompany the lot owner's key replacement request. Also, it will be the lot owner's responsibility to obtain the key from a tenant upon lease termination.

Access to Equipment Room

Access to the equipment room will be restricted to persons who are specifically authorized by the Board of Directors.

Pool and Clubhouse Phone

For safety reasons, a working telephone is required in the pool area by DeKalb County. The primary purpose of the phone is the use of "911" emergency number. This phone is activated from April 15 to October 15.

General Rules and Regulations

- (a) Guests and non-resident family members are to be accompanied by a resident member or tenant. An adult member or tenant must accompany members or tenants under eighteen (18) years of age.
- (b) Pets are not allowed in the pool and clubhouse area at any time.
- (c) No glass or other breakable objects are permitted in the pool and clubhouse area. Eating food or drinking while in the pool is not permitted.
- (d) No bicycles, tricycles, skateboards, metal toys, wagons or other toys or game items other than pool toys are permitted in the pool and clubhouse area. Pool toys are not to be left at the facilities.
- (e) The No Diving areas around the pool must be observed.
- (f) Proper swim attire is to be worn when using the pool.
- (g) No running is permitted on the pool deck nor should the deck be used for gymnastic purposes to enter the pool.
- (h) Trash and other debris are to be deposited in the receptacles provided.
- (i) The gate is to be locked at all times except to effect ingress and egress.
- (j) Lights are to be turned off by the last person leaving the pool and clubhouse.
- (k) Audio broadcast equipment of all types and television sets are prohibited in the pool and clubhouse area. Personal audio devices are allowed only when used with private earphones.
- (l) All noise will be kept at a low level.
- (m) Suntan lotions and sunscreens are not be used when using the pool and clubhouse furniture. If lotions are used, the furniture must be completely covered with towels or other covering to prevent contact with any part of the furniture because of the damaging and deteriorating effects of such lotions.
- (n) The gas grill is to be turned off and thoroughly cleaned after each use.
- (o) Each day between 8:00 a.m. and 10:00 a.m., swimmers doing laps will have preference, and other persons in the pool must yield to lap swimming during that time.
- (p) Any person who is not completely potty trained or is incontinent MUST wear a disposable swim diaper, a reusable swim diaper cover AND a bathing suit. Should there be an "accident" the pool will (by law) be closed for 24 hours and our pool service company will have to shock the pool to make it safe to reenter. The homeowner who is responsible for the person having the accident will be charged the \$75.00 fee to bring the pool back to normal. If this happens a second time, the fine is \$100.00. A possible suspension of pool privileges will be considered if there are more than two incidents.

Pool Use of Overnight Non-Resident Family Members and Guests

Resident members who are hosting overnight or extended-stay guests on non-resident family members and are unable to accompany them to the Pool should contact the Pool Committee Chairman or Association Director responsible for pool operation. They will provide the member with an Unaccompanied Guest Letter for the use of their guest(s) while at the pool. The guest is to bring this letter on each unaccompanied visit to the pool.

For the safety and continued enjoyment of the pool by all, it is necessary that all non-resident visitors to the Pool be informed of the Pool rules and operating guidelines. By providing this letter, the resident member certifies they have advised their guests of all pool rules and regulations.

LAWN AND LANDSCAPE MAINTENANCE PROGRAM

In keeping with the concept of the development of The Woodlands as a unique and outstanding residential community, the Association provides the substantial portion of the lawn and landscape maintenance for both the common elements and the individually owned lots. In order to maximize the effectiveness of the lawn and landscape maintenance program and to make the program equitable to each of the lot owners, certain landscaping guidelines are necessary for the individually owned lots.

Type of Grass

The standard grass of The Woodlands is zoysia. The standardization requirement is necessary to provide uniformity of maintenance and appearance in our community and to provide uniform cost to each lot owner for landscaping services. However, on an exception basis, consideration will be given by the Board to allow residents to plant fescue in areas where zoysia has failed to grow. The Landscape Committee, in conjunction with the current landscape contractor, will review all written requests for placement of fescue grass, and upon inspection of the property will approve or disapprove the installation based on each lot owner's situation.

Landscape Design and Layout

If a lot owner wants to substantially change the landscape plan from the state at the time of the acquisition of his or her residence, a written request including drawings of the layout and design should be submitted to the Landscape Committee. If such landscape design and layout require additional maintenance, any additional cost associated with such maintenance is the responsibility of the lot owner.

Personal Performance of Standard Services

A lot owner may elect to personally perform certain of the standard services provided through the Association, such as pruning of shrubs. It is the responsibility of the lot owner to notify the Landscape Committee in writing of this election. Personal performance of standard service provided through the Association will not reduce the amount of the annual assessment to the lot owner. Such personally performed landscape maintenance must meet the standards set by the Association for our landscape contractor.

LAWN CARE

Mowing of Grass

Grass will be mowed weekly during the growing season and as needed to maintain a manicured appearance during other seasons. Fescue areas on individually owned lots will be mowed year round.

Edging of Grass Areas

Edging and clipping of all grass at bed lines, curbs, driveways, lamp posts, mailbox posts, and brick walls will be performed weekly during the growing season, and as needed in other seasons to maintain a manicured appearance. Periodically hand pulling or if necessary, an appropriate herbicide will be applied as needed to stop the encroachment of grass into landscaping beds.

Weed Control in Beds

Weeds and other unsightly vegetation in planting beds and pine straw covered areas will be eradicated or prevented by mechanical means, hand removal, or application of herbicide to maintain a manicured appearance.

Fertilization, Pest Control and Weed Control

Fertilization and chemical application will be applied five to six times each year, at the proper application periods. The contractor will apply lawn fertilizer required for the particular type of grass. Appropriate pre-emergence and post-emergence herbicides will also be applied as required. Target spray technique to weeds less than four inches in height will be used, including areas between the streets and gutters. Larger weeds will be hand pulled. Lawns will be inspected weekly for weeds, fungi, and foreign grass infestation as well as for pests, such as grub worms or army worms. Appropriate applications of herbicides or pesticides will be applied as needed.

The contractor must notify the Landscaping Committee at least one week in advance the date on which chemicals will be applied. Such notice shall then be immediately distributed to all homeowners so that appropriate precautions can be taken to protect both people and pets from the toxicity of such chemicals.

Aeration of Lawns

Aeration of warm season grasses will be performed in the spring of each year. Fescue shall be aerated and reseeded in the fall of each year.

Blowing, Litter, and Leaf Removal

Blowing, litter, leaf removal, and removal of twigs, limbs, and branches will be performed weekly during the entire year. Curbs, walks, driveways and patios will be blown clean after each mowing or other service performed which results in debris in the area.

Watering Techniques

A lot owner is responsible for proper watering of lawns, trees, and shrubbery to sustain the growth and health of each under the prevailing climate conditions.

Any obvious problems with watering techniques will be brought to the attention of the lot owner. Watering schedules and quantities should be controlled by lot owners to comply with watering restriction from time to time by DeKalb County Watershed Management or other government agencies.

Pine Straw

Pine straw applications will be installed to all planting beds, around trees and to other pine straw covered areas twice per year. Contractor shall use long-needle, high quality pine straw. Installation shall occur in June and again in December each year to assist in moisture retention and protection from temperature extremes.

Should a lot owner elect to put pine bark nuggets (preferably mini nuggets) down in lieu of pine straw, this will be at the owner's expense. Cedar bark, lava stones, white rocks, etc. are not acceptable.

TREE AND SHRUBBERY CARE

Pruning of Shrubbery

Winter pruning of shrubbery using the deep hand-pruning techniques will be performed during the dormant season (February through March) to remove dead and diseased material and branches to develop the natural form of the plant and to create the effect intended by landscaping design. However, such pruning will not be done if the lot owner has elected to do his or her own pruning.

Pruning and shaping during the growing season will be performed during the growing season (April through September) to keep all ornamental shrubs neatly shaped. However, such pruning will not be done if the lot owner has elected to do his or her own pruning. Pruning of shrubbery over fifteen feet in height is the responsibility of the lot owner.

Pruning of Trees

Trees will be pruned as required during the dormant season so that when a tree achieves significant size, the lowest limbs are at a height above the ground that is appropriate for their location on the lots and to allow sufficient sunlight for the health of the grass. For street trees where limbs extend beyond the curb, limbs will be pruned so that they do not impede vehicle vision, extend out into the street at moderate levels, or obstruct street signs.

Generally, lower tree limbs where grass is to be cut under the trees, should be pruned to a height that will allow a person to cut the grass. Undesirable limbs or branches will be removed at any time, but primarily during the dormant season in order to achieve the most desirable shape for the tree.

Pruning of limbs or branches above fifteen feet in height is not within the standard services provided by the Association. It is the responsibility of a lot owner to have trees over fifteen feet in height pruned to prevent the potential damaging effects of limbs encroaching against dwellings and other structures.

Insect and Fungus Infestation

Periodically, all trees and shrubbery fifteen feet and under will be observed for infestation by insects or fungus and treated if either is detected.

Dead or Dying Trees and Shrubs

The current landscape contractor will advise lot owners and the Landscape Committee of any dead or dying trees or shrubs, and if easy to determine, the probable cause. Removal and replacement of dead trees and shrubs is the responsibility of the lot

owner and is not within the scope of the standard services provided through the Association. Stumps are to be ground out upon removal of dead trees and shrubs. However, should the lot owner fail to perform this responsibility, the Association has the authority to enter the lot, with the required notification, and have the work performed at the lot owner's expense.

Fertilization

All trees and shrubbery fifteen feet and under will be fertilized in the winter or early spring.

LAWN AND LANDSCAPE MAINTENANCE RESPONSIBILITIES

Contractor Actions

The Association strives to insure that the contractor performing the lawn and landscape maintenance services uses the best labor, equipment, and products reasonably available. However, the Association specifically denies making any warranty, either express or implied, as to the suitability or fitness of purpose of the equipment, chemicals, fertilizers, seeds, or other products used in the treatment of or providing services to the lot owner's property.

A contractor may inadvertently cause damage to lawns or shrubbery. The contractor will correct any such damage. However, a lot owner must report such damage to the Association. The contractor will not be responsible or liability for loss or damage to plant materials or lawns caused by persons not employed by the contractor or by acts of nature.

Infestation of Weeds, Fungi, and Pests

Every effort will be made by the contractor to monitor and treat infestation of weeds, fungi, army worms, grub worms and anything else detrimental to the growth and health of the lawns, trees, and/or shrubbery. However, it is the responsibility of the lot owner to monitor for these conditions. The lot owner should notify the Landscaping Committee in writing if such conditions are found so that appropriate action may be taken. Neither the contractor nor the Association will be responsible for damage to trees, grass, or shrubbery resulting from such conditions, whether or not treated by the contractor.

Flowers

Flowers on individual lots are not included in the lawn and landscape contract.

Potted Plants and Flowers

If plants and flowers are placed in pots, they must be placed in decorative pots made of materials such as resin, clay, or concrete. Plastic pots in which the plant material is sold from the retailer are not to be visible.

Empty pots are to be moved to an area such as the garage or crawlspace so that they are not visible to any of the neighboring homes or the street.

Water Hoses

Water hoses are to be stored out-of-sight when not in use.

Plant Growth at Signs and Lamp Posts

No plant growth will be allowed to grow on street signs, nor will any plantings be allowed to obstruct any signs from view from all directions. Vines and plant growth around lamp posts are to be kept at a height slightly below the base of the light fixture.

Courtyards

In order for enclosed courtyards to be serviced, the gate must be unlocked, no dogs or cats must be present, and written permission must have been given by the lot owner or the contractor to enter the premises during regular working hours. These parameters must be met even if no grass is within the courtyard.

Reporting of Concerns and Complaints

Routine concerns and problems should be handled by the lot owner directly with the contractor. Any unresolved or more significant issues should be reported in writing to the Landscape Committee. The Landscape Committee and ultimately the Board, if required, will make final decisions relating to such complaints or other concerns.

Tree Removal

Should a lot owner want to remove a tree from his or her lot, a request should be provided in writing to the Landscape Committee. This request should clearly identify the tree(s) designated for removal. The committee members will review the request from the standpoint of visual impact on the neighborhood, as well as the needs of the lot owner. It is recommended that, where appropriate, small replacement tree(s) be planted.

Hardscaping

Plans for hardscaping such as walkways, retaining walls, etc. should be submitted in writing to the Landscape Committee for approval.

Drainage Issues

Changes by a lot owner may result in a change in drainage patterns. Such changes would include addition, removal, or transfer of plant material, as well as addition or removal of hardscape. These changes could negatively impact the drainage onto the property of other lot owners. Therefore, consideration to such drainage issues should be addressed in the approval process. If such drainage problems occur in spite of such consideration, the owner having made the changes is responsible for correcting the drainage problem.

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Alterations and Improvements

No building, fence; fencing whether decorative or temporary; wall, road, driveway, parking area, tennis court, swimming pool, or other structure or improvement of any kind is to be erected, placed, altered, added to, modified, or reconstructed on any lot until the plans for and the proposed location of the improvement is approved in writing by the Association. No alteration in the exterior appearance of any building, structure or other improvement, change or modification of the appearance of a lot and the dwelling thereon from the state existing on the date of conveyance of such lot by the builder or a previous owner to a lot owner. This definition includes landscaping (type of grass, trees, shrubbery and plantings and size and location of planting areas), exterior paint colors and finishes and drainage pipes, including pipes connected to downspouts, which are to be buried and not to direct water upon adjacent lots.

On larger home improvement/repair projects, portable toilet facilities will not be allowed on the outside of the home. The Homeowner and Contractor will be required to furnish toilet facilities in the residence to be in compliance with the following statutes pertaining to toilet facilities as per the Georgia State Minimum Standard One and Two Family Dwelling Code

Chapter 3 –

“BUILDING PLANNING, SECTION R306 - SANITATION - “

R306.6 General. Toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition.”

The contractor may use this as a reason to place a portable toilet on the premises. However, many contractors have their workers utilize nearby public restrooms by applying their interpretation of standards OSHA has defined in an answer to their code on employers need to provide toilets –

“§1926.51(c) (1) requires that toilets be "provided." As we stated in a June 7, 2002 letter to Mr. Nicholas Mertz on a related issue:

[T]he most basic meaning of 'provide' is 'make available.' See Webster's II New College Dictionary ('Webster'), 1995, defining 'provide' as 'to furnish; to make ready; to make available.' Toilets that take too long to get to are not 'available.' [I]n general, toilets would be considered 'nearby' if it would take less than 10 minutes to get to them.”

If the contractor insists on toilet facilities on-site then the homeowner is responsible to provide them. If a portable toilet solution is decided upon then it must be one that can be housed within the homeowner’s garage, with the garage door closed.

Dumpsters, trailers or containers used in removing construction debris must be placed in the driveway of the residence being repaired or remodeled. In the event the driveway is too small to accommodate the container, it may be placed in the street adjacent to the residence being remodeled. The placement of the container in the street must not block access to the street, other homeowners’ mailboxes, and other homeowner driveways or create a safety hazard to drivers on Woodlands streets. The container must not block or hinder access by emergency vehicles. The container must be marked with emergency cones on either end while on the Woodlands streets. The Homeowner will be liable for any damage to the street or curb incurred by placement of the container.

Before undertaking any action requiring approval, a lot owner is to submit to the Association a construction or work schedule and two complete sets of plans and specifications showing the site plan, landscape layout, floor plans, exterior elevations, exterior materials, colors and finishes and/or such other descriptive information and specifications as will allow the Association to arrive at an informed and documented conclusion. The Association will act within 30 days upon the written proposal; no action will be taken on verbal requests. The Association may refuse approval of plans, site location or specifications upon any ground, including aesthetic considerations, which, in its sole discretion, shall seem sufficient.