



**Architectural Design Guidelines
and
Community-Wide Standards**

Revised, Updated and Made Effective:

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***Canebrake Club Community Wide Standards can be viewed on page 28.**

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Introduction

Canebrake Club is an 850 acre master---planned community in the heart of North Alabama. Live, Play & Belong is the mission of Canebrake Club to promote a sense of community and lifestyle in a beautiful aesthetic and environment. To achieve this goal and to enhance and protect the collective investment of the Canebrake Club community, the

Architectural Review Committee (“ARC”) with the Homeowner’s Association (“HOA”) has compiled Design Guidelines and Community---Wide Standards to be utilized by property owners, architects, designers, home builders and landscape professionals.

These guidelines and standards are intended to be complimentary and work in harmony with the Declaration of Covenants for Canebrake Club to enhance and protect the collective community aesthetic. They are not devised to unduly restrict buyers, but rather to protect all residents and help them enjoy the community to the fullest.

Exceptions, waivers, and deviations from architectural standards and use restrictions may be approved or disapproved, upon residential application, by the ARC or the HOA under authorities and responsibilities so delegated, and committee decisions may be appealed by appearing before the full board. Requests for architectural changes and requests related to community- wide standards should be submitted to the Canebrake Club Information Center.

The Covenants broadly define homeowner responsibilities in Section 3 of Article X, and in Section 4 of Article V. The HOA is charged with authority to interpret, expand and modify these standards and restrictions as the community grows and matures. This document describes the current set of standards and restrictions, which has evolved over the period since the start of the association.

Revisions

It is recognized that as the community develops, the details of the architectural standards and use restrictions will change. Accordingly, this document may be revised from time to time as necessary to reflect the intentions of the Owners and the needs of the association members. All changes must be approved by the HOA and are published in HOA meeting minutes and on the Canebrake Club website. Copies will be provided by the Canebrake Club Information Center upon Request or upon registration of new residents.

When architectural standards are changed and have been published, structures and architectural attributes that were approved and constructed under earlier standards are "Grandfathered." However, replacement of that "Grandfathered" item will be subject to the current architectural standards.

When use restrictions are further defined to fit the needs of the community and have been published, these types of changes will NOT be "grandfathered". The HOA and ARC, in considering and approving such changes, may provide a reasonable amount of time for adjustments or compliance by residents.

Canebrake Club Architectural Standards

The architectural standards are established for the Canebrake Club community to enhance and preserve the beauty of the neighborhoods and protect the property values of the homeowners. The ARC has the overall responsibility for maintaining architectural excellence. The Declaration of Covenants in Article VI provided an initial set of architectural standards and Section 1 empowered the ARC with the responsibility and authority for defining and enforcing the architectural standards. **The ARC must approve all new construction, additions and major modifications. The failure to create an ARC application AND receive approval for the construction or modification shall result in a fine assessed against the Owner.** The Architectural Review Committee is also charged with the responsibility for advising the HOA on revisions to the standards and enforcement of violations.

These Design Guidelines are minimum allowable requirements and are in addition to any contractual obligations contained in the owner's purchase contract and the Covenants, Conditions, and Restrictions (CC&R's). In the event of any conflict between these Design Guidelines and Community Wide Standards and the CC&R's, the provisions of the CC&R's shall control.

The following discussions are intended to define and explain the current architectural standards for new home construction, additions and modifications.

I. New Construction Standards

1. Minimum Square Footage Restrictions

No Unit shall be erected or be allowed to occupy any lot or lots unless the main structure, exclusive of garages, open porches, and basements is not less than the following minimum square footage restrictions:

Table 1

Home Type	Grd Floor Min SQ FT 1 Story	Grd Floor Min SQ FT 2 Story	Min SQ FT 2 Story	Minimum Roof Pitch
Courtyard	1600			8:12
Patio Garden	1800	1500	300	8:12
Single Family	2000	1600	400	8:12
Estate	3000	2200	800	8:12

2. Style

A home in Canebrake Club shall be well designed with respect to appropriateness of form, color, and materials to architectural or design style. The proportion and scale of windows, exterior walls, roof and roof pitch and appropriateness of architectural detail are important considerations for approval by the ARC. The use of true historical styles is encouraged rather than arbitrary combinations and exaggerations of style.

3. Scale and Image

A well---designed residence has appropriate scale and a balanced relationship between the sizes of architectural elements, the size of the overall structure and the distance to the street. The front entry should be the focal point of the residence and should present an inviting, human scaled image to the street. Exaggerated or oversized entry doorways will not be permitted, unless approved by the ARC. Roof forms and massing, window proportions and chimney elevations are critical elements in design scale.

4. Review Procedures for New Construction

The ARC has the responsibility to review, with the authority to approve or disapprove, any exterior construction, addition, erection, or alteration to property other than the Common Property of Canebrake Club. No exterior construction, addition, erection, or alteration is permitted without the prior written permission of the ARC.

The primary consideration for approval is design continuity and aesthetic. The ARC is the sole arbitrator of approval of design and construction plans. The two-fold objective of the review procedure is to ensure compliance with the specific standards discussed in Canebrake Club Architectural Standards, and to make sure the residence is harmonious in appearance with the surrounding architecture and landscape. As aesthetic consideration can be influenced by individual tastes, the committee incorporates the thought and opinion of several people in a consensus judgment.

Each owner/builder must submit detailed plans and an application form as contained in Appendix A. The application form, which must be filled out completely, details many of the specifics addressed in Section I and II. Failure to completely fill all blocks of the application form will delay approval.

When the application and plans are received, the Architectural Review Committee (ARC) will independently review the plans and application. Each reviewer will then either:

- Approve the plans unconditionally
- Approve the plans subject to specific conditions
- Disapprove the plans

A rejection must state the reasons for rejection and where possible indicate some possible alternatives that could make it acceptable.

After the reviews are completed, the ARC coordinates the results and makes a decision, and informs the owner/builder. The decisions are then communicated to the owner/builder. When plans are rejected or conditionally accepted, the owner/builder is required to resubmit plans or supplemental statements indicating changes which are proposed to achieve acceptance.

The ARC may approve or disapprove the proposed modifications or changes. Partial approval (e.g., to start construction) may be given with final approval withheld pending submission of additional data (e.g., exterior colors if they were not specified) or pending a change in plans.

Notification of approval or disapproval may be in writing or by e-mail but a written record of the approval will be retained on file. When the owner/builder does not agree with the decision, the Architectural Review Committee may arrange appeal procedures involving the entire committee in an attempt to arrive at acceptable solutions. However, in no case may construction begin without plan approval. The Design Approval Process should be approached as follows:

5. Sketch Review Submittal Requirements

When the builder or owner has completed the basic plans and elevations for a new residence or an alteration of an existing home, the ARC shall review the submission of the drawings and sketches. The drawings and sketches shall outline the entire lot.

Should the owner or builder have unique site or design conditions that requires a variance, the ARC can evaluate the issues in this early stage.

6. Design Submittal Requirements

Approval of the design shall be taken as approval to proceed with design and project development and construction documents based upon the submission to ARC. By emphasizing the preliminary design review, the ARC hopes that all design issues for each residence will be reached before final construction drawings are submitted for review. The documents to be submitted during this phase of the approval process include each of the following:

- Site plan (at 1"=20') showing locations and finished floor elevations of all proposed improvements (including grading) on the lot, relative to setbacks, and showing all existing trees with trunk caliper in excess of ten (10) inches as well as trees in excess of six (6) inches caliper to be removed.
- Floor Plan(s) (at 1/8"=1') with finished floor area calculations regarding square footage.
- Exterior Elevations (all sides) – note colors and materials, rooflines and pitches, structure, materials, product photos (or samples), color chips.
- Landscape Plan (1"=20') showing tree locations, all plant materials, paving, walkways, pools, accessories and irrigation (must be submitted at least 30 days prior to completion)
- Exterior Doors and Garage Doors including specifications, materials, product photos, and color chips
- Fences/Walls/Gates: design details, material, color chips, location
- Mechanical Equipment: location, screening details
- Exterior Lighting Details: specifications, product photos
- Driveways: materials, finish, color chips
- Completed Application for Design Review Form (Appendix A)

The ARC will review the application and design documents and return plans to the owner with appropriate comments within fourteen (14) days after submission.

The ARC may meet with the builder to discuss proposed site improvements, but will not grant verbal approval prior to the submission of the landscape plans.

7. Minor Changes and Alterations

It is anticipated that owners may wish to make improvements or modifications to their residences or property during the initial construction or at a future date. External modifications to existing construction shall only be undertaken after prior review and written approval of the ARC. All plans that are required for a final design submission which are affected by the addition/alteration shall be submitted to the ARC. Details as to how the addition will connect to the existing structure or be situated on the site should be included.

Deviation from approved construction documents during construction without the approval of the ARC constitutes a violation of the Design Guidelines and the Community Covenants and Restrictions (CC&R's). All corrections to such deviations shall be required as provided in the CC&R's.

All requests for variances shall be made in writing to the ARC. Any variance granted by the ARC will be considered to be unique and will not set any precedent for future decisions.

8. Fees

The ARC reserves the right to charge a fee or fees for review of applications for construction of new homes.

II. New Construction Restrictions

The architectural standards defined herein reflect the specific items initially addressed by the Declaration of Covenants Article V, and amendments thereof, and the interpretations, modifications, and additions that have been defined by the Architectural Review Committee and approved by the HOA.

These standards affect size and type of structure, roof slope and shingle materials, exterior siding materials and color, garages, and appendages such as porches and decks. They also affect building setbacks, lot dimensions, and landscaping requirements.

1. Minimum Area

All single---story, single---family residences within the Canebrake Club Community are required to have a minimum of 1,600 square feet of centrally heated living area, exclusive of garages, porches, and basements. In addition, all two story single---family residences must have a minimum of 1,500 square feet on the first floor. Please reference **Table 1** to see minimum area and other restrictions applicable to individual home types.

2. Materials

The variety and number of primary exterior materials should be held to a minimum. Changes in exterior wall material should have a logical relationship to the massing of the house and may not be made for reasons of economy and function only. Changes of material in the same wall plane along a vertical line must be strictly avoided.

3. Color

Exterior paints and stains for each residence shall be selected to complement and be in harmony with the colors of the other materials with which they are used. Paint and stain colors must be approved by the ARC. The color palette of existing adjacent residences will be considered in making approvals in order to avoid monotonous or conflicting color schemes.

4. Roofs

The Architectural Review Committee has established a minimum roof pitch of 8:12 (rise to run ratio). The primary concern is design aesthetics and appropriateness to the proposed construction. These requirements have been relaxed where appearance is not compromised. Exceptions may include edges of porches and other areas that do not diminish or degrade the subdivision specific general architectural aesthetics in the opinion of the ARC.

ARC standards require that roofing materials follow these guidelines:

- No plain asphalt shingles; only architectural shingles will be permitted
- Heavy duty (tab type) Composition Shingles (gray to black color)
- Dimensional Asphaltic Fiberglass
- Natural or Artificial Slate
- Clay or Concrete Tile
- Fire Retardant Wood Shingles
- 5 crimp heavy gauge aluminum metal

- Galvanized Steel or Standing Seam
- Flat Roofs shall be permitted only as habitable deck enclosed by a continuous balustrade or parapet.

5. Chimneys

Chimneys must be clad in brick, stone, wood siding, or stucco. Prefabricated metal fireplaces and metal flues must be approved by the ARC. Any metal flue over 18 inches high must be enclosed.

6. Architectural Sheet Metals

All stack vents and attic ventilators shall be installed straight and true and shall be located to minimize street and golf course view visibility or hidden in a chase. All exposed roof flashing, stack vents, skylight curbs, attic ventilators, or any other metal roof accessories shall be copper or painted to match the roofing color. Any structure over 18 inches high must be enclosed to match the outside dwelling of the home.

7. Skylights and Solar Collectors

The location and design of all skylights and solar collectors shall be approved by the ARC.

8. Guttering and Downspouts

Gutters shall be made of copper, galvanized steel or prefinished extruded aluminum. If painted, the color shall match house's exterior trim color.

9. Windows

Windows and window proportions shall be square or more vertical than horizontal. The use of horizontally proportioned windows or mullions will require approval of the ARC.

10. Window Materials

Windows shall be wood, vinyl or aluminum---clad wood or metal. Glazing shall be clear and colorless on windows as well as doors with glass. Metal windows on brick veneer elevations shall be trimmed in wood.

11. Glass Block

In general, the use of glass block will require prior approval of the ARC.

12. Dormers

Dormer windows shall be no more than two windows wide, and shall be no less than two (2) feet from an end gable. Windows should fill the front side of the dormer so that a minimum amount of wall is exposed.

13. Shutters

Shutters shall be made of wood or wood quality materials, and shall be sized to match the window or door opening. They shall be installed to operate or appear operable. **They shall be painted one solid color that is an ARC approved color.**

14. Main Entrance Doors

Exterior pedestrian doors visible from the street shall be made of wood or wood quality materials with a painted glass finish or stained/**painted one solid color that is an ARC approved color.** Glass should be clear and colorless.

15. Siding

Concrete, smooth horizontal wood, vinyl siding or an approved equal pre---manufactured clapboard, 3.5 inches to 7.0 inches to the weather is permitted. Other artificial, simulated or imitation materials (aluminum siding or simulated brick) are not permitted without the approval of the ARC.

16. Brick

Shall be hard---fired, which has an overall appearance of evenness in color and texture. Painted brick may be used where appropriate to the style of the residence. Use of brick with a large range of tones is not acceptable.

17. Stucco

Shall be smooth, steel---troweled cement stucco or rigid foam insulation with an acrylic and cementious coat.

18. Foundations

Concrete and concrete block foundations of each residence shall be covered with brick, stone or the predominant exterior material. The intent is to minimize the exposure of concrete from the street view.

19. Exterior Mailboxes and House Numbers

No mailbox, newspaper box, or other receptacle of any kind for use of delivery of mail, newspaper, magazines or similar material shall be of any type other than the one approved by the ARC. The location of the mailbox must be shown on the site plan when submitted and approved by the ARC. House numbers must be shown on the site plan when submitted and approved by the ARC. House numbers must be legible, simply designed and in an appropriate scale and of "professional quality". They should be placed to be read left to right with Arabic numerals. The material and color shall be compatible with the architectural style of the residence to which they will be attached.

20. Exterior Air Conditioning Equipment

Exterior heating, ventilating and air conditioning (HVAC) equipment shall not be visible from the street or golf course fairway view. Air conditioning condensers located along interior side lot lines shall be screened from view of neighbors or the public. This can be accomplished with either landscape plantings, brick and/or stone or may be behind a fence, as approved by the ARC Committee. If landscape plantings are used, it must create a full walled-off effect to the height and width of the HVAC units. The screening is encouraged on all sides of the equipment, but is required on the front and exposed side(s) of the equipment. No window air conditioners or "thru-wall" type air conditioners shall be allowed on any residence or garage in Canebrake Club. Grills, vents, or flues shall not be visible from the street or golf course fairway view. Noise levels from exterior HVAC equipment shall not exceed current ASHRAE guidelines.

III. Site Planning and Restrictions

All residences shall be planned to conform to these Design Guidelines, the CC&R's, and the Community Wide Standards, the recorded plat, and any subsequent easements. Site planning and exterior design shall present a sense of individuality while reinforcing an overall image of community.

1. Setback Lines

With the exception of driveways, walks, and mailboxes, no structures shall be allowed on any lot outside the building setback lines. The minimum building setback requirements are established by the City of Athens Zoning Ordinances. Minimum building lines are set on the plat.

Side setback requirements for cul-de-sac lots shall be determined on an individual basis due to the irregular shape of such lots. All other lots that have an irregular shape may require different minimum setbacks and where appropriate a variance from the minimum building setback requirements may be granted by the ARC to account for these lots.

The proposed home on any lot must face the street or face the major street in a case of a lot fronting more than one street, as indicated by the building line shown on the plat; and no part of any residence or building shall be nearer to the street on which it faces or the street on the side than the building line shown on the plan and not nearer than twelve (12) feet to any side line. Exceptions will be made on a case by case basis to allow homes to be laid out at up to a 45 degree angle to the street.

For courtyard homes and patio garden homes falling under RA Zoning, the “zero lot line” side shall establish that the house be constructed 1” off the side property line as established in the City of Athens Zoning Ordinance. The opposite side shall be a minimum of twelve (12) feet shall be subject to an easement for the abutting owners, their agent, employees and invitees for the purpose of maintenance and decoration of their respective improvements at reasonable time during daylight hours, and for drainage of water from the lots and the roofs of the buildings. Also, the abutting owners shall have an easement over the adjoining property not to exceed three (3) feet from the outside wall of such principal building roof and the discharge of water

there from. Except as specified herein, the abutting owner shall not have rights of ingress and egress and lot owners may unreasonably impeded. For the purpose of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on any other lot.

2. Adjoining Lots

When a single owner purchases two adjoining lots, the site plan and the house design shall address the resulting composite lot as a single, larger lot. Structures crossing property lines must be approved through the City of Athens Zoning Board and Planning Commission plus the ARC.

3. Garage Size

The basic restrictions stated in the Declaration of Covenants require that all home sites have an attached garage. Carports are not acceptable. Garages shall generally provide space for a minimum of two (2) automobiles and shall not exceed four (4) automobiles. One car garages may be permitted with the approval of the ARC.

4. Driveways

Driveways shall be located a minimum of two (2) feet from the side property line to allow for fencing and landscaping, except in special conditions approved by the ARC.

5. Patios

All patios and other paving in entry courts or other areas visible from the street, golf course fairway, or other public area views shall be unit concrete pavers, tile, stone or wood decking, unless otherwise approved by the ARC.

6. Swimming Pools

Swimming pool design and construction details shall be submitted for review and approval by the ARC. All swimming pools shall be in ground. Pools shall be fenced for safety per state and/or local laws. Pools shall not be permitted on the street side of the residence, nor shall any portion of a pool, decking, or enclosure be permitted to extend outside the building setback lines. Mechanical equipment shall be concealed and located so as not to have an adverse effect on the use of adjacent property.

Spas/hot tubs shall be located in the rear yard away from adjacent property so that the use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property. They should be an integral part of a deck, patio, or landscaping. Mechanical equipment, pipes, and wiring must be concealed. Spas/hot tubs shall be screened from adjacent property and all of the understructure of spas/hot tubs which are set into above ground decks shall be screened.

7. Gates, Walls, and Fences

The ARC and HOA strongly encourage the use of landscape trees and plants in a harmonious design to create privacy and separation between yards and homes rather than walls and fences. Trees and plants that are indigenous to the local area are preferred over exotic trees and plant materials that might not thrive in the local climate. Landscape solutions to screen and separate are strongly viewed as a more appropriate aesthetic consideration.

Fence and separating wall designs, materials and layouts on site plans shall be reviewed by the ARC before any construction commences. The design for any fence, wall, or gate shall be compatible and harmonious with the design of the residence in which it serves. No fence or fencing type barrier shall be placed, erected or allowed without plans being approved by the ARC. The rear yard of a residence may be enclosed with professionally constructed wrought iron, cast aluminum or wood fence and should not be forward of the rear corners of the home. The use of wrought iron, cast aluminum and landscape plant material is encouraged as the most attractive approach and aesthetic to privacy areas. Wrought iron or cast aluminum fences may be black, dark brown, or bronze in color. All wire and wire/cable type fences, including chain link, are prohibited.

Cedar, redwood, and treated pine are acceptable wood types for fences. Wood fences shall be shadow box style with straight or arched top. Unfinished wood fences and split rail fences are not acceptable. Wood members that warp and split (typical for one inch board) must be maintained and replaced as needed. All fences must be painted or stained within six months of erection, and painted or stained as frequently as necessary to maintain attractive appearance. The "weathered look" has been considered to be unsightly. Paint or stain must be of a color harmonious with trim colors used on the residence and in the neighborhood and approved by the ARC. Residents are strongly encouraged to use the same color as fences on adjacent properties. Earth tones and muted wood tones are the most desirable. Sealers or other clear finishes, which preserve the look of the natural pine wood or treated pine wood, are not acceptable. A clear finish on cedar or redwood that preserves the natural color is allowed. All sides of the fence must be painted to match and be uniform with the standards. Newly erected fences shall be stained within 6 months of installation. Fences previously grandfathered must be cleaned, repaired and finished to be brought up to standards. The ARC/ HOAA approved fence colors are: Cabot Wood Tones Deck and Siding Stain –Heartwood. Cabot Semi-Transparent Finish. Approved colors are Chestnut Brown, Foothill and Dark Slate. Olympic Elite Advanced Wood Oil Stain Semi-Transparent Finish. Approved colors are: Dark Bark, Chestnut Brown, Dark Ash, Fall Foliage and Timberline. Sealers or other clear finishes which preserve the look of the natural pine wood are not acceptable. All sides of the fence must be painted to match and be uniform with the standards. Fences previously grandfathered must be cleaned, repaired and finished to be brought up to standards

Unless specifically approved by the ARC, fence heights are limited to a maximum of six (6) feet relative to the natural contour of the terrain.

No privacy fences are allowed on lake side, pond side or golf course side home sites; wrought iron or cast aluminum fences are generally allowed after ARC review and approval. Wrought iron or cast aluminum fences are encouraged on any home site that is adjacent to a common area.

Fences cannot be placed in areas such as drainage ditches and swells where the fence may prevent proper drainage. Fence foundations must be constructed entirely on the homeowner's property. No fence may encroach on the golf course and golf course related property. Where a gate within a fence is powered, the motor cover and related equipment shall be screened from street view.

Privacy walls, shared fences between adjoining properties and issues related to the repair and maintenance of the same is the responsibility of the property owners and is not an issue to be addressed by the Homeowner's Association.

Retaining walls may be allowed, if determined by the ARC, to be compatible with the surrounding landscape and architecture. Each retaining wall used to form a terrace shall be no more than four (4) feet tall and spaced no closer than four (4) feet apart.

Relative to patio homes, the privacy wall on the zero lot side of the home must be six (6) feet above the elevation of the deck, patio, or porch. The patio or deck should not project past or exceed the length of the privacy wall. The placement of the patio or deck in relation to the privacy wall should be indicated on the plan when submitted to the ARC for approval.

No fence, wall, hedge or shrub planting is permitted where it would create a visual barrier or create an unsafe situation for pedestrians and traffic on the streets.

8. Decks

A deck has a significant impact on the appearance of a house. Decks may also affect the privacy and right of enjoyment of adjacent residents. These two factors are weighed heavily in the review of proposed decks. The deck shall be located at the rear of the house unless otherwise approved in writing from the ARC. The configuration, detail, and railing design of a deck shall relate harmoniously with the architectural style of the house.

Wood decks shall be constructed with rot-resistant wood and must be stained or painted to coordinate with the neighborhood design or to help integrate the deck with the house. The color of the deck shall relate to the color of the home or fence stain color if applicable. A skirt board from the floor of the deck to the ground shall be constructed and landscape planting shall be provided to screen structural elements and to soften the structure visually.

9. Exterior Lighting

Ground lighting that illuminates the building or landscaping or pathways without glaring into or becoming spotlights into neighboring properties is permitted and encouraged. The lighting should be soft and subtle, using clear or white lights. In addition, the lighting must be aesthetically pleasing and compatible with the landscaping plan. Low-voltage or solar lighting may be used for ground lighting. Each home-site will be responsible for maintaining their lighting.

10. Landscaping and Drainage

Each residence must be well landscaped with shrubbery and lawn areas. All new construction applications shall include complete landscaping and drainage plans submitted for approval by the ARC.

11. Landscape

Landscape specifications for design and for the street sides of each residence shall require the approval of the ARC.

12. Landscape Plan

Each owner shall submit a landscape plan to the ARC as part of the design approval process at least 30 days prior to the completion of the home construction. The landscape plan is to include an irrigation system and sod in the front and side lawn visible from the street. All landscaping must be planted within 30 days after the completion of construction.

13. Trees --- Environmental Impact

The Declaration of Covenants defines specific restrictions on the removal of trees. Specific exceptions are allowed for trees which are diseased; prevent other trees growth or which present a safety hazard. The ARC has recognized that excavation required for home building requires the destruction of some healthy trees. In order to increase consciousness of the environmental impact and minimize unnecessary destruction of healthy trees, our application requires the builder to describe the trees to be saved during construction.

14. Existing Trees

Do not change elevation under any tree drip line more than two (2) inches. In general, trees smaller than 6 inches in diameter and trees clustered together crowding out more healthy trees may be removed in the process if needed for the clearing of driveways and the building pad.

15. Drainage

No building or other structure will be constructed upon any lot which would in any way alter natural drainage flow, either onto or away from a lot, without written consent of the ARC. Every effort should be made to minimize the surface runoff onto adjacent properties. No fill other than what is necessary to attain finish slab elevation and for final grading and grass (sod) planting is permitted without written consent of the ARC.

16. Outbuildings and Other Structures

No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community unless and until detailed plans and specifications showing at least the nature, kind, shape, height, materials, colors, and location of the change on the site plan shall have been submitted in writing to and approved by the Architectural Review Committee. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and shall be entitled to stop any construction in violation of these restrictions or have it removed. In general, to get approval an external structure must be in a rear privacy area or not highly visible. The roof lines must be in similar taste as the primary residence.

17. Exterior Equipment on Grounds or Structure

Exterior radio, television, doghouses, tool sheds, or other antennas except satellite dishes are not allowed. Window air conditioners and protruding exhaust fans are prohibited. No solar energy collector panels or attendant hardware or other energy conservation equipment are allowed without prior approval of the ARC. Exceptions to these requirements may be allowed only if the Architectural Review Committee determines that they are an integral and harmonious part of the structure.

A Satellite Dish obtained and installed through personal or commercial lease or purchase and not exceeding thirty (30) inches in diameter is permitted in the rear area of the residence, out of view from the street in the front of the house.

Overhead/hanging utility, electrical, telephone and cable wires are prohibited throughout the Canebrake Club neighborhood.

18. Signage Restrictions

No sign, billboard, or advertisement shall be erected except for sale and real estate signs and signs otherwise specifically permitted by the ARC. In addition signs shall be attractive and in good repair and conform to these guidelines:

- No political signage
- Warning signs are prohibited, such as Beware of Dog, No Trespassing, etc.
- Signs advertising businesses, such as roofing, fence, landscaping, tree services, or other contractor or home improvement companies or events are prohibited

- All new construction is limited to one real estate agent's sign and one builder's sign
- All signage shall be removed at time of occupancy by the homeowner or within 30 days of closing, whichever occurs first.
- Auction signs must be removed within three (3) days of close of auction and must be approved by the ARC

The Athens---Limestone County Builders Association Parade of Homes Tour is an exception to these guidelines as subject to approval of the ARC.

Temporary additional real estate signs are allowed for developers and homeowners "open house" displays.

19. Maintenance

Owners, including the builder prior to sale, are responsible for proper installation, care, maintenance and pruning of their gardens, lawns, and landscaping. Owners may not remove any trees or other vegetation from any common or natural areas without the approval of the ARC.

IV. Builders and Contractors Responsibilities

The prime contractor is responsible for maintaining the job site during the preparation and construction period, and up until the time of closing a sale or completion of a project. This includes the safety and cleanliness of the job site, and the requirement to minimize disturbances and distractions to nearby residents.

It shall be the owner's or builder's responsibility to notify all of their contractors, subcontractors, and suppliers of these restrictions. The owner/builder shall be held accountable for any violations.

Neither builders, contractors, nor their representatives, appointees, nor successors may promote other developments or house plans located outside Canebrake Club while construction or completed home is within Canebrake Club.

1. Residential Disruptions and Trespassing

Construction workers should minimize disruption to the residents, including appropriate vehicle parking, loud voices, radios, etc. They are not allowed to trespass (such as using driveways and lawns as convenient pathways).

2. Toilet Facilities

The prime contractor must provide portable temporary toilet facilities prior to commencing construction and for the duration of the construction period. These facilities shall be properly maintained and promptly removed upon completion of the residence. The portable toilet shall be located on the building lot and NOT located on the street and sited in such a manner as to not constitute a noxious nuisance for neighboring residents.

3. Construction Vehicles and Equipment

Construction vehicles and other equipment are not allowed to remain at the job site or vacant lots for more than five days prior to or after use. Private vehicles and other vehicles must not cause a traffic hazard by double parking on the street, and are not permitted to block driveways and mailboxes. Private vehicles are not allowed to remain in the community at the end of the workday. The ARC may designate certain areas or periods of time for the storage of any such vehicles or equipment. Trucks, trailers and construction related equipment and materials are NOT to be left on the street overnight during the construction period.

4. Storage of Materials

All construction materials, equipment, trucks and trailers must be stored only on the lot of the house under construction.

5. Chemical Substances

The pouring or discharge of fuel, paint, concrete, or any other construction related liquids or chemicals on the Canebrake Club property or in the storm drains or sanitary sewers is prohibited. Builders shall dispose of all construction related chemicals and substances off-site from Canebrake Club in an acceptable manner.

6. Work Continuity

Upon commencement of excavation for construction, the work shall be continuous, weather permitting, until the residence is completed.

7. Barricades

Builders and Contractors shall provide barricades, fences, and guards as necessary to protect against personal injury and damage to residences and improvements adjacent to the work and to prevent the operation of construction equipment and stockpiling of construction materials within the drip line of existing trees, unnecessary cutting, breaking, skinning, and bruising of roots, bark and limbs of trees or other existing landscaping within the community.

8. Drainage Barrier/Silt Screening/ Mud Prevention

It is the responsibility of the prime contractor, builder, and homeowner to install and maintain drainage barriers in certain situations to prevent water run-off onto adjoining property owners and the street.

Builders are required to use silt screening around the construction site. Gravel is also expected to be used at ingress to the lot to help prevent mud from being carried to the streets. The builders will be expected to maintain a clean job site characteristic of a first class residential neighborhood.

9. Concrete Spoils

The developer and builder shall mutually locate a dumping and cleaning area for concrete suppliers to possibly dump excess concrete and to clean out their trucks. No dumping or washing of trucks on individual lots or streets right-of-way is allowed. Any damage to existing street or improvements shall be the liability of the builder. This resolution shall be strictly enforced. Contact the Canebrake Club Information Center at 256.233.6100 to locate dump and cleaning area.

10. Construction Hours

Construction hours shall be from 6:30AM to 6:00PM, Monday through Sunday, except as otherwise provided by the ARC.

11. Waste Materials and Litter

Contractors are responsible for removal of all debris and construction materials from the job site and are prohibited from using residential garbage containers for that purpose. Daily cleanup of the job site is expected, and debris (including casual items such as bottles, sandwich wrappings, etc.) should be properly disposed of. The prime contractor is responsible for the actions of his subcontractors.

12. Construction Traffic

All construction vehicles shall enter Canebrake Club via the construction entrance or as otherwise directed by the ARC or HOA. All builders shall furnish a list and shall register with the ARC or HOA all contractors, subcontractors, and employees who shall require access to the community.

13. Street Maintenance

The street must be cleaned of any soil, sand, gravel, oil, fuel, litter or other materials at the end of each work day.

14. Repair of Damage

Any damage to streets, curbs, sidewalks, streetlights, street signs, mail boxes, or other property of the HOA or any party during construction shall be the responsibility of the owner or builder who caused the damage and such owner or builder shall repair or pay for the cost of repairing such property or returning such item to its original condition prior to such damage.

V. Standards for Home Improvement

In general, the requirements specified in Section II for construction are applicable for improvements. This section contains discussions of additional requirements more specific to improvements that tend to occur after construction is complete. In general, the committee is most concerned with items that are highly visible from the front and from the golf course, but some restrictions are also applicable to side and rear areas of the home.

1. Additions, Modifications, Repairs

In order to maintain the beauty and value of Canebrake Club homes, the architectural standards must be maintained on a continual basis as well as during initial construction. The ARC (and the HOA), therefore, requires approval of any modifications or repairs that could impact the harmony of the surrounding neighborhood. The failure to create an ARC application AND receive approval for the construction or modification shall result in a fine assessed against the Owner. In general, the standards for additions, modifications and repairs are similar to those of initial construction. A plan approval procedure is addressed in Section I. In order to encourage ongoing maintenance and repair, we discuss repairs and maintenance that do not require approval in Section V, 2. Finally, in Section V, 1. we address specific standards applicable to the most common additions, modifications and repairs.

2. Improvements Not Requiring ARC Approval

In order to encourage ongoing maintenance of homeowner properties, the ARC has attempted to avoid the need for approval for improvements that do not alter the original appearance or impact the harmony of surrounding houses. This category includes, but is not limited to, the following:

- Replacement of doors or windows with like colors.
- Re-painting in original colors. (Note that any color changes require approval of the ARC.)
- Replacement of roof or of damaged roof shingles in original pattern and color.
- Shrubbery or other landscaping item replacement consistent with original plans.
- Replacement or repair of gutters, downspouts and eaves.
- Trimming of trees and hedges. In most cases, such improvements do not require large expenditures of time or money. However, since mistakes are less costly to prevent than correct, residents are encouraged to contact the committee if there is any doubt of the acceptability of the improvement.

3. Fence Construction

Any fences to be constructed after the residence construction has been completed must be approved by the Architectural Review Committee prior to construction. The fence construction and finishing requirements are described in Section III, 7.

4. Exterior Equipment on Structure

The standards for exterior protrusion are the same as those under construction standards of Section III, 17. Specifically, antennas (except satellite dishes), window air conditioners, and protruding exhaust fans are among the items that may not be added unless the Architectural Review Committee determines that they do not impact the surrounding architecture. Landscaping plans should address the location of all exterior equipment including satellite dishes, HVAC units, etc.

The Canebrake community's preference is that satellite dishes be placed at the rear of the residence; allowances for placement to maximize signal reception at other than the rear of the residence; allowances for placement to maximize signal reception at other than the rear of the residence will be accommodated by the ARC and HOA with proper application and approval. General recommendations for siting of the satellite dish:

- The most desired position, unless around the golf course, would be in the rear of the residence, out of view.
- If possible for good reception, install wall mounted with the other mechanicals that are on the side of the home...i.e. electric meters, etc.
- If it can't be installed in the above position, then on the ground at the mechanicals, screened with full height shrubbery.
- No stickers, labels, paint, or other messages/designs should be added or attached to the dish.
- Enclose in conduit any wiring that may run on the side of the house, or underground if necessary so there is no "thru the air" wires showing.

5. Exterior Colors

Any exterior painting in colors that differ from the original approved plans require approval from the Architectural Review Committee. Gaudy or flashy reflective paints are not allowed. In addition, colors that are not themselves considered gaudy may be unacceptable in the context of surrounding residences.

6. Tree Removal

As stated in Section III, 13, trees are often destroyed during construction. No trees may be removed after construction without the express consent of the ARC, except for (a) diseased or dead trees; (b) trees needing to be removed to promote growth of other trees; or (c) trees needing to be removed for safety reasons. Fallen trees must be removed from properties within a reasonable period of time; residents should notify the office if fallen trees cannot be removed within two weeks of the damage. These Standards are addressed in CC&R's Art. V. Sec. 1(dd).

7. Exterior Lighting

The requirements for exterior lighting modifications are the same as those specified for new construction in Section III, 9.

Excessively or disturbingly vivid, or glaring, or non-aesthetic lighting (including fixtures) is prohibited. Functional lighting for security and safety is acceptable when aesthetically pleasing and compatible with landscaping and does not encroach on the privacy of your neighbors. Extended use (e.g. left on all night) of house-mounted elevated floodlights is an inconsiderate disturbance to neighbors and is prohibited. The use of motion detectors and timers is strongly encouraged. If in doubt, a request for review and approval should be submitted to the ARC.

8. Other Items

It is not possible to mention all possible home improvements that may be considered. In order to maintain neighborhood harmony and avoid the difficulty and expense of correcting unacceptable alterations, we encourage homeowners to contact the Architectural Review Committee during the planning of a project. The committee is anxious to work out solutions that satisfy you and the architectural integrity of the surrounding residences.

VI. Canebrake Club Community Wide Standards

The Canebrake Club Homeowner Community Wide Standards are in place to ensure that all privately owned properties are used and maintained in a manner that will enhance the enjoyment of all members of the community. The community wide standards currently in place are derived from the Declaration of Covenants which defines a set of basic restrictions, and charges the Homeowner's Association with the responsibility for interpreting, modifying and revising these standards and restrictions as the community grows and matures. The Homeowner's Association is charged with the responsibility for enforcing the community wide standards and making recommendations regarding modifications and additions to the standards.

See Section VIII for enforcement provisions and due process. Since it is impossible to cover every contingency, in cases not specifically covered by the Architectural Standards and Community Wide Standards, the Homeowner's Association is enjoined to make judgments based on their interpretation of the intent of the Declaration. All enforcement decisions are subject to review by or appeal to the Homeowner's Association.

In the following sections the current restrictions, which have evolved since association formation, are explained. Where possible, rationale is provided for the restrictions as well as background into how they relate to the Declaration of Covenants and how they have evolved since the association began. The use restrictions will be discussed in three categories:

- Residential Use Restrictions
-
- Maintenance and Upkeep
- Interactive Use

1. Residential Use Restrictions

This category is established to make sure that the single---family residences be used and maintained only as originally intended for the enjoyment of the resident owner and family. To provide this protection we prohibit or restrict other uses such as the joint use by people not of the immediate family, the use of a residence for business, and the leasing of residences as an investment. The Declaration of Covenants addresses these issues in Sections 1(g) and 2(b) of Article V.

a. Residential Use

All residences within Canebrake Club community are to be used exclusively as single---family homes. A "Mother---in---Law" apartment, which is a portion of the residence intended for use by dependent parents or other close family members who require special care, is permitted, but in no case may separate families occupy the same residence on a permanent basis.

b. Business Use

The Canebrake Club use restrictions shall be in addition to local zoning laws that govern the operation of businesses. In general, no business or trade may be carried out in or upon any residence or property. However, exceptions are recognized provided such business activities:

- Existence or operation is not apparent or detectable
- Do not impact the residential character of the neighborhood
- Do not create disturbances or increase traffic or parking congestion beyond ordinary visitation expected at a residence
- Conforms to all zoning requirements
- Does not require door to door solicitation of residence in the community
- Does not constitute a nuisance or hazardous or offensive use or threaten the security or safety of other residents

In no case may signs be used to advertise or identify the residence as a place of business, nor may equipment and supplies be delivered or stored in a manner that detracts from neighborhood appearance.

c. Leasing and Renting

The single---family residences within Canebrake Club are not intended as rental investments or commercial property. It is recognized, however, that a homeowner may at times find it expedient to lease the residence. The following guidelines are to be followed:

- All leases shall have a minimum term of six (6) months and leasing of a unit may not occur more than two (2) times a year.
- All leases shall be prepared in writing and be submitted to the ARC for approval
- All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Canebrake Club Administrative Documents: Declaration of Covenants for Canebrake Club and the Architectural Standards and Community Wide Standards.
- The lease shall also obligate the tenant to comply with the Covenants and Architectural Standards and Community Wide Standards.
- The Tenant shall register with the Property Management Group or Information Center Office within 14 days of occupancy and shall provide name(s) of occupants, e---mail address, and phone numbers.
- Such obligation of the tenant by the homeowner does not relieve the homeowner of primary responsibility for maintenance and upkeep of the property and residence.

d. Timesharing

No form of timesharing ownership is permitted in the Canebrake Club Community.

Maintenance and Upkeep Responsibilities

This type of rule is applied to help keep neighborhoods pleasant and inoffensive. It includes the requirement to maintain lawns and gardens and remove unsightly objects from the view of the neighborhood or golf course. It prohibits nuisance activities that could unnecessarily disturb other residents. The specific rules for this type of offense are addressed in the Declaration of Covenants Article V, Section 1 and Article III, Sections 1.

2. General Maintenance Responsibilities

Each property owner is required to maintain all property in a safe and attractive manner consistent with these community---wide standards and the character of a quality residential neighborhood. This includes painting, lawn and garden care, repair of building, exterior structures and driveway, and proper temporary storage and prompt removal of trash, garbage, and debris. Each owner shall keep foundation, windows, doors and glazing, roofs, structural, mechanical, and electrical systems, landscaping and grounds in a high state of maintenance, repair, and appearance.

The following paragraphs discuss some of the major specific items of concern, but the homeowner's responsibility extends to any other activities that could impact the appearance of the residence and the surrounding neighborhood.

a. Lawn Establishment and Yard Maintenance

Well---established and maintained lawns, shrubbery, and flower garden areas are essential to neighborhood appearance and property values. Residents are required to establish and maintain their lawns according to the following guidelines:

Lawns must be mowed regularly, the frequency depending on the species of grass and the season, such as to present a neat and well---kept appearance. In addition, maintenance shall include:

- Edging along the curbs, sidewalks, and driveways
- Removal of debris from the curb, sidewalk and driveway areas
- Removal of weeds from lawns and garden planting beds
- Pruning of shrubs and trees
- Prompt removal of dead plants, shrubs and trees

Plantings within the resident's property, or shrubs or flowers next to mailboxes, shall not overhang or protrude onto the sidewalk or street, or obstruct the visibility of drivers.

3. Vacant Lots

Vacant lots are required to be kept free of felled trees, weeds and brush. Lots that are clear and sufficiently level must be mowed entirely so that grasses do not exceed 8 inches in height. Lots that are rocky, uneven, and tree covered must be cleared and mowed to the extent of covering the utility easement, or at least 10 feet from property line of adjacent completed residence or lot. Vacant lots shall not be used by adjacent neighbors or builders.

4. Exterior Storage and Usage

The following rules are to insure that the neighborhood maintains an attractive, safe, and pleasant environment for all:

5. Trash, Garbage, and Debris

Trash, garbage, and debris including garbage cans, stacks of limbs or other debris, and bags of lawn clippings shall be stored in an area not visible from the street except at time of pickup. Solid waste materials and containers shall be placed at the curb no earlier than the evening

before the day of scheduled pickup. Garbage cans shall be removed from the curb no later than the evening of the pickup day and be stored out of sight from the front or side street views of the house. Storage of garbage cans and recycle bins in driveways or along the sides of houses is prohibited unless completely screened from front and side views from the street. The City of Athens Sanitation Department is responsible for the pickup of garbage and debris per the City of Athens' sanitation policies.

6. Service and Athletic Equipment

Except as noted below, when not in use, all service equipment, lawn equipment, supplies, and portable recreation equipment shall be located or screened so as to be concealed from view from the front and side views from the street of the property and from the golf course. Examples include, but are not limited to: picnic tables, portable grills, trampolines, soccer goals, bicycles, archery targets, badminton and tennis sets and nets, volleyball nets, boats and all water craft, all trailers, utility carts, water and sprinkler garden hoses and reels housings*, landscaping materials, and mulch, fertilizer and seed bags. Residents whose backyards can be readily viewed from a street, such as those on Canebrake Lane, are required to store the equipment and supplies covered by this provision in a neat and orderly fashion in keeping with the intent of the above. *Hose containers (such as large clay pots or garden tubs or commercial enclosed hose reel containers) that completely conceal the garden hose are acceptable and should be appropriately placed so as to not detract from the visual aesthetic of the community. Exposed garden hoses in view of the golf course or street are not acceptable.

Movable and permanent basketball goals will be allowed only if the following conditions are met:

- The basketball goal shall be maintained in good condition.
- The basketball goal can be stored or placed only in the rearward part of the driveway and behind the rear most plane of the front of the house.
- Temporary use of portable basketball goals in front areas is permitted provided the goals are moved to the back of the house or back of the driveway when not in use. No exceptions will be given to this rule.

The ARC must approve the proposed installation of any new permanent basketball goal (or one affixed to garage or house). Any neighbor complaint about basketball noise will be dealt with as a nuisance covenant complaint and treated as such.

7. Storage and Freestanding Structures

Stand---alone or lean---to storage units, buildings, gazebos, pergolas, awnings and sheds are prohibited unless specifically approved by the ARC. Deck boxes, potting tables, and accessory units for storage of garden tools and supplies may be used in the rear areas of the residence or on decks or on rear porches and must be concealed from the front or side views from the street of your property and from the golf course.

8. Window Coverings

Window Coverings on any structure which are visible from the street, dwellings on other units, or the golf course shall have window coverings which have a white or off---white backing or blend with the exterior of the dwelling and must be in good repair, as determined in the sole discretion of the ARC after application. Reflective window covering and “flags” or like items are prohibited.

9. Firearms

Firearms are prohibited from being discharged within the city limits by City of Athens Ordinances. The term firearm includes, but is not limited to, B---B guns, pellet guns, and other firearms of all types, regardless of size or noise level.

10. Non---Architectural Improvements

Non---architectural improvements such as gazebos, arbors, play equipment and hot tubs have been approved on a case---by---case basis. Swing---sets, basketball goals, trampolines, and other recreational equipment have been approved when located in areas that are not highly visible. These items must be located within the building area lot.

11. Exterior Decorations and Displays

In order to maintain a harmonious neighborhood appearance, we require a primarily natural landscaping decor. The Board of Directors must approve any deviation from these guidelines. The following guidelines shall be used when considering front and side lawn/garden ornamentation, and side lawn ornamentation on corner lots:

a. Lawn and Garden Decorations

A total of two (2) lawn and garden decorations are allowed, such as bird feeders, bird baths, benches, yard flags, and lawn sculptures (no taller than 30 inches) to name a few. Only one of each type of exception may be placed in the yard. The color of these items should be natural or earth tone and blend into or be consistent with the overall design of the yard.

Artificial and reflective displays prohibited. Artificial flowers, Gazing balls, and other reflective decorations or displays are not allowed in the landscape viewable from surrounding streets. No items of any kind may be left on the front driveways.

12. United States Flags

When in proper condition, US Flags may be flown from a standard attached to the house or deck. (The laws relating to the flag of the United States of America are found in detail in the United States Code. Title 4, Chapter 1 pertains to appropriate and proper display of the flag.)

13. Signage Restrictions

No sign, billboard, or advertisement shall be erected except for sale and real estate signs and signs otherwise specifically permitted by the ARC. In addition signs shall be attractive and in good repair and conform to these guidelines:

- No political signage
- Security system warning signs less than 15" square are generally approved and must be located within the landscaping beds near an entrance to the home. The Canebrake ARC and HOA reserve the right to request a relocation of the sign to a more appropriate location.
- Warning signs are prohibited, such as Beware of Dog, No Trespassing, etc.
- Temporary signs and temporary flags for invisible (underground electric) fencing for training animals to remain inside a homeowner's property are generally approved for 30 days after installation.
- Signs advertising businesses, such as roofing, fence, landscaping, tree services, or other contractor or home improvement companies or events are prohibited
- All new construction is limited to one real estate agent's sign and one builder's sign
- All signage shall be removed at time of occupancy by the homeowner or within 30 days of closing, whichever occurs first.
- Auction advertisement signs must be removed within three (3) days of close of auction and must be approved by the ARC

The Athens---Limestone County Builders Association Parade of Homes Tour is an exception to these guidelines as subject to approval of the ARC.

Temporary additional real estate signs are allowed for developers and homeowners "open house" displays.

14. Holiday Decorations

Holiday ornamentation is allowed during the season for a reasonable period of time. "Reasonable" means that decorations should be removed within a week of the holiday event (e.g. Independence Day, Halloween, etc.) and for the major holiday season bounded by Thanksgiving and Christmas, by the middle of January. In extraordinary cases, the Homeowner's Association may extend the grace period for removing holiday

ornamentation. Regardless of purpose, yard flags are limited to the two lawn and garden decorations allowed.

Notes on specific exceptions:

Residents may apply to the ARC in writing for specific exceptions to architectural standards and homeowner use restrictions. Exceptions that apply generally to the architectural and structural appearance are usually made by the ARC and the decision is coordinated with the Individual exceptions to use restrictions may be approved.

VII. Interactive Usage Restriction

This category of regulation applies to activities of residents that can have a negative impact on neighboring residents if not prohibited or controlled. This category includes the regulation of disturbances, vehicle use, animals and pets, and other activities of potential disruption to a neighborhood area.

1. Disturbing Uses

Homeowners are required to prevent the development of any unclean, unhealthy or unkempt conditions. A residence may not be used to store items in an untidy or unsafe manner or which detract from the appearance of the surrounding houses or the community. Similarly, no activity is permitted and no materials may be used or kept that will emit foul or obnoxious odors or contaminate the environment or pose a threat to people or their pets. Activities that involve disturbing noises (horns, sirens, whistles, etc.) are also prohibited except as security devices. These prohibitions apply whether the activities are hobbies, personal interests, or home--- or work---related.

Canebrake Club Community expectations are intended to safeguard the rights of each resident without infringement on the rights of other residents. This includes, but is not limited to, restrictions such as:

- Loud and/or unsafe operation of automobiles, motorcycles, or other vehicles.
- Loud music, whether electronic or live.
- Barking dogs.
- Spotlights/floodlights operated for extended periods or shining onto neighbors' property.
- Electronic interference to radio/television, for example ham or CB radios.
- Trespassing
- Parking that infringes or may infringe on another resident's curb or driveway.
- Parking across a sidewalk is illegal.

2. Vehicle Use and Parking

The restrictions on vehicle use are intended to protect the residents from disturbance from loud or unsafe use of powered vehicles, and to avoid visual distraction or safety hazards that can result from parking or storing vehicles in the street or on residents' or community property.

The Declaration of Covenants established initial parking restrictions, some addressing automobiles and other regularly used vehicles and recreational vehicles, including motor homes, self---contained campers, all---terrain vehicles, boats, towed vehicles such as campers, trailers, boat trailers, and small powered scooters, go carts, golf carts, etc. The intention, in all cases, is to avoid safety hazards, impeded traffic flow, and the cluttered appearance resulting from vehicles located in the street or driveways. For this reason, the restrictions have been refined and expanded to be more explicit as defined below.

a. Resident Automobiles

Resident Automobiles may not be parked in the street overnight. Any visitor automobiles parked in the street must be parked parallel to the curb and are normally limited to the space in front of the sponsoring resident's home.

Residential parking includes the driveway and garage space. The Declaration of Protective Covenants requires that all automobiles be parked in an acceptable parking area and it defines that area as garage space. However, it has been necessary to expand the definition of parking area to include the driveway.

It is illegal for vehicles to block or partially block any sidewalk.

b. Short---Term Guest Parking

Short---term guests of Canebrake Club residents or visitors may park vehicles on the streets in front of the host residence providing the vehicle is not located where it could obscure the view, obstruct traffic, or block the mailbox, driveway or entranceway of another residence. If your guests plan to remain more than seventy---two (72) hours, approval may be granted from the HOA or ARC, please contact the Canebrake Club Information Center or management group.

c. Recreational Vehicle Parking

Recreational vehicles, towed vehicles, motorcycles, mobile homes, trailers, campers, camper trailers, boats, and other watercrafts and boat trailers, or other similar items shall be parked only in enclosed garages or in common area parking. These items may not be stored in the Canebrake Club Community where they will be visible from the front of the residence, or side of, if a corner lot, or from the golf course.

3. Animals and Pets

Animal and Pets are discussed in Chapter 10 within the City of Athens Code of Ordinances and also in Article V, Section 1(c) of the CC&R's. Residents are allowed to enjoy the benefits of pet ownership without causing disturbance to others, or deterioration of the neighborhood character. Residents are advised to file complaints with the City of Athens Animal Control Office at 256---232---7230 or at the Athens Police Department, 256--- 233---8700 or Limestone County Animal Control: 256---233---6476. Canebrake Club regulations specifically prohibit:

- The raising or keeping of livestock, reptiles, wildlife, and/or poultry of any kind. "It shall be unlawful for any person to keep livestock in the city limits on any lot smaller than three acres in size."
- The intentional breeding of dogs, cats or other animals, whether or not intended for profit
- The keeping of vicious and/or dangerous animals is unlawful as defined in the City of Athens ordinance.
- Pets which are permitted to roam free in fenced yards, or which in the sole discretion of the HOA, endanger the health and safety of residents, make objectionable noise, or constitute a nuisance or inconvenience shall be removed from Canebrake Club.

Complaints should be filed with the appropriate civil authority.

All pets must be under control with a leash held by a responsible party when being walked within the Canebrake Club community or outside the owner's property, to include all common property. All pet owners are required to ensure that their pet does not become a nuisance to other residents in terms of disturbing noise or damage to property.

5.3.5.2 Portions of the code of ordinances of the City of Athens, chapter 10, article 2, Dogs and Cats, are cited below for the guidance of Canebrake Club residents:

- *Restraint:* It shall be the duty of every owner or person in charge of a dog or cat to keep said animal under effective restraint, while the same is within the corporate limits of the city whether or not said dog or cat is upon or away from his premises. It shall be unlawful for the owner or person in charge of any dog or cat to fail to keep said animal under effective restraint. Proof that a dog or cat was not properly restrained, whether on or off the premises of the owner or person in charge, shall be prima face evidence of a violation. The owner of

person in charge shall be in violation of this section, if they allow a dog or cat to be unleashed while at any public places or facilities such as walking tracks, parks, buildings, or streets, etc. (b) When not on a leash and in the direct supervision of their owner or caretaker, a dog shall not be tethered by a line (whether chain, rope, leash, or other line) of less than 12 feet long.

- *Sanitation:* It shall be the duty of the owner or person in charge of any dog to remove and dispose of any feces deposited by said animal upon any residential lot of another occupied for human habitation, or upon any right-of-way adjacent thereto, upon demand from the owner or occupant thereof, or upon demand of any animal control officer.
- ☐ *Noisy animals.* It shall be unlawful and a nuisance for any person to keep on a residential lot or premises within the corporate limits of the city any animal or group of animals, known to said person habitually, continuously or intermittently to make or emit sounds or noises of such volume and nature as unreasonably to interfere with or disturb the peace, quiet, comfort and repose of persons of ordinary sensibilities within the neighborhood in the reasonable use and enjoyment of adjacent property.

4. Lake Use

Fishing is permitted for Canebrake Club residents as long as a license is obtained from the appropriate governmental authority. Swimming, tubing, water skiing, and ice-skating are all prohibited.

VIII. Enforcement

1. Authority

The Declaration of Covenants of Canebrake Club, in place since August 20, 1998, has provided the Homeowners Association with adequate power for enforcement of Architectural Standards and Community Wide Standards defined herein. The Association is empowered to stop construction work on any project that has not received written approval from the Architectural Review Committee. In addition, the ARC and the HOA have authority to impose fines and injunctive relief. The enforcement of the Homeowner's Maintenance responsibilities is established in Article V, Section 1(p). Secondly, the association has the power of "self-help", in which the association may enter onto such property to correct the violation and to charge the property owner with the costs for such operations.

2. Due Process

In practice, the Association, as represented by the Homeowner's Association and its committees, should apply the enforcement powers of the Declaration of Covenants judiciously and cautiously. The directors and committee members are anxious to enhance everyone's enjoyment of the community, rather than create unnecessary hardships for any of the individual members. As a result, the following is the approved method for dealing with violations of the covenants, by-laws, and standards and restrictions:

a. Notices and Fining Letters

After an Architectural Standards violation or a Use Restriction violation is reported by a resident and verified or reported by an authorized agent of the Board of Directors, notice of the violation will be made to the Owner or Occupant of the property by a member of the Board of Directors or by an authorized agent of the Board. **NOTE: In the case of danger to the safety of our citizens or threat to property, the Board or its designee, with a majority vote of the members of the Board, may demand immediate abatement and levy a fine.**

At the sole discretion of the Board member or the agent, informal notice may be provided by telephone or e-mail or in person; such actions are non-binding and may be followed with a written notice. For written notices, the HOA uses an average mail delivery time of 3 days to establish a "constructive date" by which the notice is presumed to have been received by the addressee.

The alleged violator will be contacted by the Board of Directors ("the Board") or its designee. Such designee may be a Management Company, Committee Members, or other persons or entities as designated by the Board to enforce the rules of the HOA contained in the By-Laws or Covenants. The alleged violator will be requested to immediately cease and desist, the violation.

If the alleged violator does not immediately cease and desist, the alleged violator will be issued a written notice that will specify the violation, identify the action required to abate the violation, and will be given ten (10) calendar days during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a line of the violation is not continuing if the Board determines that the violation poses a danger to safety or property, the Board may demand immediate abatement of the violation.

If the alleged violator is unable to abate the violation within the ten (10) days or provide an acceptable plan to the Board within the ten (10) days, or submits an acceptable plan but fails to abate the violation within the timeframe outlined in the accepted plan, on the 10th day or the day after the schedule is not met the alleged violator will be assessed a fine of \$35 for each violation. If the alleged violator abated the violation but commits the same violation within a twelve (12) month period the alleged violator will be assessed a fine of \$35.

If the violation continues after the initial fine imposition, the violator will be fined an additional \$5 per day until the violation is abated. If the fines are not paid within the sixty (60) days after the initial fine imposition, the Board may refer the collection of the fine to a collection agency and/or may place a lien on the residence. The alleged violator shall be responsible for all reasonable costs incurred by the Board to collect the fines imposed. The \$5/day find shall continue to be applicable until the violation is abated even if the Board elects to engage a collection agency and/or place a lien on the residence.

To impose the fines noted in section (d) above, the Board will send the alleged violator a notice which will specify that the alleged violator has ten (10) days from the date of the notice to request a hearing regarding the fine; that the alleged violator may present statements, evidence, and witnesses at the hearing; and that all rights have the fine reconsidered are waived if a hearing is not requested within ten (10) calendar days of the date of the notice.

3. Homeowner or Resident Responses

All communications responding to notices and fining letters are to be sent in writing to the Canebrake Club Homeowner's Association or property management group by US Mail or e---mail or hand---delivery.

4. Liens

The final step, if fines and costs aren't paid, is to place a lien on the property of the violator. In such cases, the lien action will require approval of the Board of Directors and will be processed through the HOA Attorney. The lien shall be for the aggregated amount of fines in addition to attorney fees and any cost of collection.

5. Self---Help Option

In addition to any other remedies provided for herein, the board may elect to use the "self---help" option as specified in the covenants in the Management Committee meeting minutes of August 28, 2008, Section G:

"If the violation is not abated (or if the alleged violator is not in compliance with an approved abatement plan) after sixty (60) days of the initial notice, the Board shall notify the alleged violator that the Board shall take the appropriate action to abate the violation and the alleged violator shall be responsible for any cost associated with such abatement. Upon completion of the abatement the board shall present the alleged violator with an invoice for the costs and the alleged violator shall have thirty (30) days (or other such time period as may be approved by the Board) the Board may refer the collection of the fine to a collection agency and/or may place a lien on the residence. The alleged violator shall be responsible for all reasonable costs incurred by the Board to collect the amount owed."

Except in the case of emergency situations and towing, the Board shall notify the violating Owner of its intent to exercise self---help. All costs of self---help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

6. Hearings

If a hearing is requested, it shall be held before the HOA in executive session and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results or the hearing.

7. Standard Fines and Collections

The Board has established the following standard fines to be imposed:

a. Architectural Standards and Maintenance

b. New Home/ Exterior Renovation Construction Plan Submission Violations

The failure to provide new home construction plans to the ARC shall result in a fine assessed against the Owner, at the discretion of the Board, in the amount of up to \$100 per month the plans are delinquent, meaning the initiation of construction activity.

c. Collection

Fines are due and payable to the Homeowner's Association within ten days of notice and if not paid are subject to liens against the property by the Homeowner's Association.