

Clover Creek Residential Standards & Guidelines

Landscape Standards

Clubhouse, Fitness Center Standards

(Version I)

Clover Creek is a master planned community that is governed by a Declaration of Covenants, Conditions and Restriction which includes Design Guidelines and an Architectural Control Committee (“ACC”).

This document is intended to provide additional information for all homeowners and residents related to exterior maintenance and modification of homes and yards. This document immediately sets forth Residential Standards & Guidelines plus Community-Wide Landscape Standards for all homeowners. It is intended to supplement the Covenants. It does not replace the Covenants. These Standards & Guidelines are living documents which may be subject to change at the discretion of the Board of Directors.

The ACC and Board of Directors have the obligation to enforce these Standards & Guidelines.

Modifications, unless otherwise stated, require prior written approval of the ACC. Modifications without prior written approval may be subject to a fine. Non-approved modifications may be subject to additional fines until corrected or removed. The Board of Directors does not desire to impose fines or require removal, so please submit your Modification Request Form before any changes occur and allow time for the approval process (most take 45 days or less).

All residents are required to support these Standards & Guidelines in order that your community remains an attractive, harmonious place to live. Adherence by all homeowners will protect property values by maintaining the upscale, cohesive look and feel of Clover Creek.

Clover Creek Residential Standards & Guidelines

Air Conditioner Units

Window air conditioner units and window fans are not allowed, except in an emergency and when approved by the ACC for a temporary period of time.

Entry and Storm Doors

Any change or modification, including replacement or change of color of an entry door requires a Modification Request Form and approval. Storm doors fully visible from the street or courtyard require a Modification Request Form and approval prior to installation. Storm Doors must be metal/vinyl clad, full view and must be the same color as the surface to which attached (trim, entry door color or complementary earth tone color that is used throughout Clover Creek).

Exterior Changes

No changes may be made to the exterior of any residential structure including the attachment of any decorative items such as, house numbers, attached planters, or awnings, etc. without the prior written consent of the ACC. No exterior changes to any hard surface areas (concrete staining, painting, etc.) are permitted without prior approval of the ACC. Examples of such modifications are changing exterior paint colors, room additions, adding sun tunnels, roof wind turbines, etc., or any modifications to the home's structure.

Exterior Lighting - Floodlights, Motion, Solar & Landscape Lights

Builder installed exterior lights attached to the resident's structure are the responsibility of the homeowner. All exterior lights shall be replaced with the same color and style as the original lighting. Should you require a replacement fixture, all fixtures were originally purchased from either Progressive Lighting or Light Works. Exterior floodlights and/or motion lights (permanently attached to the home) are subject to specific mounting locations on the exterior of the home. The floodlights are not to be installed in the front of the house. They are permitted to be installed on the rear of the home to extend only into the common area of the property. They are permitted in the courtyard and the light must be aimed towards the center of the courtyard as not to intrude into the neighbor's house or yard. Floodlight fixture approval requests must contain all the specifications for that fixture, including: The specific type, style, color & model, bulb type (incandescent, LED, halogen, fluorescent) and bulb wattage. A specification sheet and/or a photograph is preferred. Mounting location (placement) planned. Floodlight fixture should not

contain more than two floodlight bulbs per fixture. The number of actual Floodlight Fixtures may be restricted, based on location.

Floodlight fixtures, if approved, must be mounted under the eaves of the home (structure) in order to have minimal visual impact when not lit. All floodlight fixture wiring and conduit must be installed as to not be visible on any exterior portion of the home. All reasonable floodlight fixture requests will be considered, specifically where there may be a safety concern. Light resulting from any approved floodlight fixture must

be focused within the homeowner's yard or courtyard and may not disturb adjacent neighbors. It is required that any exterior lighting be installed properly and according to local building and electrical codes.

Landscaping lighting plans for any landscape lighting outside your courtyard must be presented for approval of the ACC before installation. Any landscape lighting installation request must contain all the specifications for the lighting fixtures, including:

- o The specific type, style, quantity, color and model name and or number. Specification sheet and a photograph is preferred.
- o Only black, bronze or copper colored fixtures will be considered.
- o Bulb type (incandescent, LED, halogen, fluorescent) and bulb wattage.
- o Color changing bulb styles are not permitted. All bulbs must be white/clear.
- o Illustration of planned mounting locations or placement.
- o Solar Light fixtures are only permitted in the front of homes installed (staked) in planting beds only and/or in courtyards.
- o Fixtures must not be located along the driveway.
- o All fixtures or any wiring may not disturb, damage, or interfere with any existing plants, trees, shrubs or irrigation components.
- o Any disturbed mulch material must be replaced and returned to the original condition by the homeowner.
- o Landscape lighting controls, transformers and timers must be securely mounted and not be visible from the street.
- o Homeowner must maintain all fixtures in full working order at all times.
- o Homeowner assumes full liability for any damage to any fixture or any associated wiring as a result of landscape maintenance, termite trap servicing or mulch installation.

Any damage to HOA property or infrastructure becomes the liability of the homeowner. In the process of refreshing or installing mulch/pine straw, the installer may remove and re-install landscape lighting. Upon notification of an upcoming mulch/pine straw install the homeowner is encouraged to remove fixtures before any install. The HOA assumes no liability for damage to any fixture.

Fences

All Fences are the responsibility of the homeowner. Damaged fences shall be replaced with the same color and style as the original fence unless approved in writing by the ACC. The fence line as installed by the

builder shall not be moved or relocated. Fencing of any kind is not permitted to be installed by the homeowner anywhere outside of the courtyard area.

No owner shall construct or install any fence or wall in the front of the residence unless installed during the construction of the home for safety compliance.

For homeowners who wish to attach temporary screening to their courtyard fence for the purpose of animal control or containment, only two specific models of plastic mesh materials are permitted.

- o Tenax Corporation 3' by 15' Black Hardware Net, Model Number 751397 OR

- o Tenax Corporation 3' by 15' Black Poultry Fence, Model Number 206866 Both of these products are available locally.

- o Both of these materials can be cut in half resulting in an 18" height which should be adequate for most installations.

- o Either of these materials must be installed only on the inside (homeowner's side) of the courtyard fence, no exceptions, since these materials are for the benefit of the homeowner.

- o Black plastic cable ties are the only materials permitted for the installation of either of these plastic mesh materials to the courtyard fence.

- o This plastic mesh fencing must be installed carefully and neatly as to not significantly alter the appearance of the existing black aluminum courtyard fence.

- o Plastic mesh fencing must be properly maintained and repaired or replaced if damaged.

Flags / Banners

The United States flag may be displayed at any time. That flag must be mounted on a pole attached to the home with the appropriate bracket. It is recommended that the flag bracket be painted to match the trim color of the home. No permanent vertical flag poles attached to the ground are allowed. Aesthetically pleasing small seasonal garden flags may be displayed (freestanding) in the front planting bed only. Garden Flags utilized (stated above) should be the approximate standard size of 13.5" wide by 18" long. Small "stick in" National Flags are permitted only for one week before and one week after a nationally recognized patriotic holiday.

Front Porch / Open Rear Patios / Facade / Planters

Folding chairs such as those typically referred to as lawn chairs, collapsible “bag chairs” or card table chairs are not allowed unless for one day use. Furniture intended for interior use (i.e.

upholstered) is not to be used on front porches or open rear patios. It is required that all front porches and rear exposed patio areas be kept clean and free of clutter.

No surface, such as the concrete on the front porch, adjacent walkways or driveways may be altered in any way (painting, staining, deck coating, etc.) without prior written approval of the ACC or unless the home was built with those surfaces treated or designed or as originally built by builder. Flower pots or planters with live, well-maintained, healthy plants are permitted on the front porch or the adjacent hard surface area. A maximum of two (2) planters are permitted across the facade of the home on the hard surface area. Maximum height of any planter must not exceed 48” including the height of the plant.

A container or pot that is aesthetically pleasing, well-maintained and coordinates with the color scheme of the house may be placed by garage door(s) where space permits and would count as one of the two planters permitted across the facade of the home. These items should be placed so as not to obstruct driveways, walkways, or sidewalks. Artificial plants or flowers, plastic, silk or other materials are not permitted anywhere outside the courtyard, on fences or attached to the structure (facade) or in HOA maintained planting areas.

A maximum of 3 hanging planters with living plants are allowed attached to the structure of the front porch, not the house or columns, and must remain within the outline of the porch. Hanging planters on free-standing shepherd's hooks, are not permitted anywhere in the common HOA maintained mulched planting bed areas. These may be utilized in your courtyard only, if so desired. Artificial flowers in the planting areas are prohibited. Only one aesthetically pleasing yard ornament, statue or small fountain, is permitted on the front porch or rear open patio. No planters or hanging baskets are permitted in any HOA maintained mulched planting bed. One well-maintained hanging basket, containing a live plant, can be hung from the mailbox. Wind Chimes are permitted and should be installed in a discreet location where the sound would not be intrusive to a neighbor.

Stepping stones from the front porch area to the side courtyard gate are permitted, with prior written modification approval of the ACC, and must be earth tone in color.

Front Porch Fans

The installation of any front porch fan requires a Modification Request Form by the ACC. The specification for front porch fans is as follows:

- o The front fan should be simple in style and should match the finish of the existing exterior front porch light fixtures.
- o Front Porch Outdoor Fans must be installed with the proper mounting kit to ensure proper structural support and that electrical installation is completed according to local code.
- o The Front Porch Fan is to be installed with the shortest possible down rod (3” to 6”) in order to minimize the view of the fan from the street.

o If a homeowner wishes to add an additional fan, at a different time, the two fans must be the same model and color. The addition of a second fan requires that a new Modification Request Form be submitted.

Courtyards

Any permanent “structure” i.e. awning, pergola, gazebo, arbor, large fireplace, waterfall, patio, patio enclosure, play structure, deck, fence screening, or similar structure either attached to your home/fence in the courtyard, requires written approval by submitting a Modification Request Form to the ACC. Most landscaping, yard decor and small fountains located within the courtyard fenced area do not need approval. The height of yard decor, small fountains and similar free standing items must not exceed the top any courtyard fence-line. If you have a question whether something needs formal written approval or not, contact the ACC manager before beginning the Modification Request process.

Sculptures, Fountains, Bird-feeders, Bird Houses, Bird Baths, Artifacts

Any exterior sculptures, fountains, bird baths, stepping stones, lawn ornaments, outdoor decor, yard art, object d’art or any other similar exterior items must be located ONLY within the courtyard fenced area. See Porch section for guidelines. No ornamentation shall be attached to any courtyard fence, gate, or structure facing the exterior or interior whereby it is visible from the street or the rear yard. No Statuary of any kind is permitted in any planting bed outside the courtyard, front or back. Bird-feeders and bird houses are permitted ONLY in rear yards, (outside of the courtyard) in non-turf areas. A maximum combination of three bird-feeders and/or birdhouses is permitted (in the rear yards only). This does not pertain to or include items inside the courtyard. Bird feeders and birdhouses should be free-standing, not permanently installed, nor attached to any permanent structure, such as buildings, fences, porch columns, etc. Bird feeders and birdhouses are not permitted in any turf area. The seed droppings and debris germinate weeds, etc. Those droppings can also attract unwanted pests and wildlife. The surrounding areas of these items must be maintained and kept clean by the homeowner. All weeds growing from birdseed in the surrounding area(s) must be eliminated by the homeowner. The use of three bird food varieties is recommended that will keep the birds coming and discourage critters like rodents and other wildlife, which in turn draws predators such as snakes and coyotes. They are “Hot Meats™” “Blazing Hot Blend™” and “Cajun Blend™” from a company named COLE’S and are available locally. <http://coleswildbird.com/coles-products/hot-products/>

Holiday Decorations

Winter seasonal decorations may be displayed from the Saturday prior to Thanksgiving to January 10th of each year. Holiday decorations are also permitted on mailboxes under the same guidelines and criteria as winter seasonal decorations. Any other holiday decorations may be displayed 5 days prior to the holiday and must be removed 5 days after the holiday. One seasonal wreath (other than Holiday) is permitted and must be hung on the front door.

Mailboxes

Mailboxes per the USPS regulations and guidelines for the Atlanta region as set forth by Woodstock Post Office require that mail be delivered to cluster box units. These units will be permanently installed at the Clover Creek Clubhouse.

Outside Storage

Outdoor visible storage of any material or devices or any such structure designed to store any materials or items of any kind are not permitted anywhere on the entire lot outside the courtyard.

Vehicles / Parking

Automobiles, passenger vans, motorcycles and pickup trucks are permitted. Parking of vehicles used for commercial purposes including those with commercial lettering, logos or equipment, buses, golf carts, boats and other watercraft, boat trailers, stored, inoperable or unlicensed vehicles in places other than enclosed garages is prohibited. Personal recreational vehicles (RV's) may be parked in the driveway to allow for loading or unloading, preparation or cleaning ONLY. RV's should be off of the property (driveway) within 72 - 96 hours unless extraordinary weather conditions interfere. No storage or occupancy of any RV is permitted in driveways.

Garages and driveways are for parking of vehicles of the occupants and visitors to a residence. Any parking of a vehicle shall not obstruct the sidewalk. Parking on sidewalks or turf is not permitted. Vehicles shall not be parked on the street and is prohibited by Clover Creek covenants. Vehicles in driveways may not be covered with a tarp or other material. No vehicle repairs or maintenance shall be performed in any driveway except for emergencies. Maintenance, if any, must be done in the resident's garage. Garage doors should remain closed unless the garage is in use. During summer months the garage door may have an adequate crack at the bottom to help with ventilation. Vehicles of residents or their guest(s) parked in the common parking areas are limited to 12 hours. **THE OWNERS OF VEHICLES USING THIS AREA FOR ANY PERIOD OF TIME SHOULD HAVE THE HOME OWNER'S NAME, ADDRESS AND PHONE NUMBER CLEARLY DISPLAYED.** The Clover Creek clubhouse parking area may not be used as overflow parking for Clover Creek. Unauthorized vehicles are subject to ticketing and to towing at the owners expense.

Signage - Garage, Yard, Real Estate, Political, Private Residence

No signs shall be installed, altered or maintained on any lot or on any portion of the structure except as stated in the Covenants or these Standards & Guidelines. Signage and advertising for garage sales is prohibited except when the Association holds such events as a community-wide function. Exceptions are estate or moving sales. Residents are allowed one (1) political sign during elections no larger than 2' by 3' (6 square feet). Political signs may be displayed 2 weeks prior to an election. Political signs must be removed within 24 hours after the election. One real

estate sign (same dimensions as above) is permitted. One (1) free-standing sign issued by a home security companies is allowed and should be placed close to the home or front entrance to the home.

Solar Panels

Solar Panels of any type are strictly prohibited.

Pools / Hot Tubs

Above Ground Pools are not permitted. Prior approval of the ACC is required for any In-Ground Swimming Pool. This may also require an Engineering study due to the topography of the communities and must comply with all local county ordinances. In-Ground Pools, hot tubs, spas of any type, style, size or format, shall be located in the private courtyard area only, within all building setback lines, and are subject to prior Modification Approval. All related equipment, (pumps, etc.), upon written Modification Approval by the ACC, must not be visible from the street.

Satellite Dishes

Satellite dishes, no larger than 3' diameter, must be located for the least visual impact from the street or common area. Satellite dishes may not be mounted on a front facing roof unless specifically approved, in writing by the ACC. The rear roof is the preferred location for mounting. Satellite dishes must be contained within the homeowners (subscribers) courtyard without exception if roof attachment is not viable. Satellite dishes cannot be located in any HOA maintained area.

OTHER GUIDELINES

Renting / Leasing

Owners who wish to rent or lease their residence must request approval prior to leasing or renting and must register the person or family with the Board of Directors after leasing approval is received. Contact the Board of Directors and/or the Clover Creek Property Manager for further details. All resident owners must at all times provide the HOA's management company with their current mailing address and contact information. All Governing Documents as addressed in these Standards and Guidelines must be conveyed to the renter/lessor. All Governing Documents will be made available to any new owner or renter. These documents should be provided by the seller, the Board of Directors, the Clover Creek Property Manager. All Governing Documents are also available on the Clover Creek web site.

Maintenance

Each owner shall maintain his or her Unit, including the dwelling and other improvements in a manner consistent with the Governing Documents, the Community-Wide Standards, and all applicable Covenants. Owners shall not permit any structure, equipment or other items on the exterior portions of a Unit to become rusty, dilapidated or to otherwise fall into disrepair.

Trash

Trash collection regulations require that trash and recycle containers be set out no earlier than 5pm on the day before collection and the containers must be picked up and put away by 9pm on the day of collection. All trash not in containers for collection must be set out next to the curb at the end of the driveway as neatly as possible. Trash and recycle containers, when not set out for collection, must be stored, preferably in the

homeowner's garage, and out-of-sight. Residents will be responsible for clean-up of trash spillage from the containers.

Window Treatments

Windows of units may be covered from the inside with drapes, blinds, shades or shutters. Window coverings must be lined with a neutral color if visible from the exterior. No sheets, paper or foil products are permitted as coverings.

Noise

Do not make or permit any noise that interferes with the rights, comforts or convenience of other residents. Excessive noise, which tends to disturb the peace or is an unreasonable annoyance to others, as determined by the declarant or Master Association, is prohibited. Examples are, barking dogs, stereos and musical instruments, and vehicle exhausts.

Miscellaneous

Swings, swing sets, laundry poles, picnic tables, basketball hoops of any kind, goal nets and recreational equipment are strictly prohibited outside the courtyard.

Pets

No pets may be bred or maintained for commercial purposes. Animals, when outdoors, shall be leashed. NO pet shall be tethered outside in the lawn or common area, nor shall any pet be tied to any fence. No animal may become a nuisance to the community. The owner of the pet is to clean up all animal waste immediately.

Property Damage

Any owner, occupant, guest or invitee of that owner or renter, who commits any damages to the property of the Association or any of the residences or violates any rule of the Association, the owners of the residence shall be responsible for all costs associated with the damages.

Landscape Modifications

The HOA maintained areas are any location outside of the courtyard. The addition of any landscape plants, shrubs, perennials or trees (other than those installed by the builder) severely impacts the cost of Landscape Maintenance for the HOA, the entire community and each and every homeowner. Adding plant materials increases costs for irrigation, mulch/ pine straw, feeding, insecticide/fungicide treatments, trimming and long-term disposition as such items mature. Therefore, requests for additional plant materials of any type (other than annuals) are strongly discouraged. At this time, there is no additional planting permitted outside of your own courtyard. Plants, trees or shrubs that may require replacement will be at the discretion of the HOA.

Community-Wide Landscape Standards

The Landscape Maintenance contract, with our maintenance provider, has been carefully negotiated to provide necessary weekly maintenance during the growing season months of April through October and on a bi-monthly schedule the remainder of the year. All homes receive turf maintenance to front areas and receive maintenance in the rear, and some side areas of their lot (outside the courtyard). This includes irrigation of turf and planting beds (where needed). Many established shrubs do not require supplemental irrigation via the irrigation system. Homes do not receive any maintenance to any homeowner installed annual plant(s).

Knock Out® Roses and other flowering shrubbery, installed by the developer, are not considered flowering perennials or annuals. They are defined as shrubbery as they have a woody stem. No courtyard landscape maintenance is provided to any homeowner by the HOA unless separately contracted with a landscape maintenance company by the individual homeowner.

If owners choose to plant trees within their courtyard space, consideration should be given to tree height and width and root footprint at maturity, to avoid damage to the concrete pads of their home and neighboring homes. It is highly recommended that any elaborate courtyard landscape modification plan be approved prior to installation.

All trees, turf, plants and shrubbery, in all common and builder installed planting areas, plus those modified by a homeowner who received written approval will be maintained by the HOA without exception.

Homeowners are requested to not communicate with the landscape maintenance crew regarding HOA provided services. All requests must be directed by the homeowner to the management company representative. For any homeowner warranty issues, including landscape that may still be under warranty, one year or less, please contact the Windsong Properties Warranty Department.

All HOA maintained planting beds will be weed controlled on a weekly basis or as needed. All debris created by the maintaining of lawns, trees, shrubs, plants, etc. will be disposed of by the landscape contractor.

Mandatory Yard Maintenance Program

All residential lots will have Bermuda turf in the designated turf areas outside the courtyard area. This turf is maintained by the HOA as described below.

Turf Routine Maintenance

- o Turf Maintenance (mowing) is scheduled to be completed once every seven days from April 1st through October 31st.
- o Beyond October 31st mowing will be performed on a bi monthly schedule.
- o Turf will be "scalped" in late winter/early spring and grass clippings caught and removed from premises.
- o All curbs and concrete areas will be blown off at each visit whether or not mowing is needed. Turf height will be adjusted from time to time during the growing season to keep turf healthy, with consideration given to weather conditions.

- o Grass clippings will be collected when necessary.
- o Owners should hand water added or replacement turf or shrubs on their lot as needed, until established.

Lawn Treatment Program

Turf fertilization, and Pre and Post Emergent Herbicides are required. All turf areas will be treated a minimum of five times during the year.

Shrubbery Maintenance

In order to provide uniform shrubbery maintenance and appearance in the most efficient and cost effective approach, HOA will maintain all shrubbery species originally installed or replaced by the developer and builder as well as plants for which the homeowner has received written approval from the ACC for replacement or exchange of HOA planted items. This does not apply to any annuals. All shrubbery is scheduled to be fertilized at least one time per year. A photograph inventory of plantings is maintained by the HOA.

All shrubbery directly in front of the porch will not exceed a height of thirty inches, with consideration given to the topography of the property.

Shrubbery located outside courtyard fences shall not exceed the top height of the fence.

Owners should contact builder's warranty department directly for any plant materials around the perimeter of the home requiring attention or replacement, if under warranty (1 year or less from closing). Original or approved plantings will be considered for replacement, dependent upon the density of the remaining existing plantings.

Replacement plants should be near the same size as any plants being replaced unless the area is overgrown.

Many of our plants may become over-grown for the available planting area. Over-planted areas can weaken existing plantings and make them subject to disease.

Insecticide and Disease Inspection

Disease inspection is part of the routine maintenance provided by the landscape contractor. Insecticides are applied on an "As Needed" basis for Disease Treatment.

Pruning

Shrubs and trees outside of homes and courtyards are not to be pruned by residents under any circumstance, without exception. Deadheading by residents (removal of dead flowers and blossoms) on flowering plants, bushes or shrubs is permitted. Please know your plant! All shrubs will be pruned by the landscape contractor to recommended landscape standards as needed throughout the year, with no exceptions.

Flowers & Plants

Annual flowers, planted outside the courtyard, may be planted only in the existing HOA planting areas of the property. No new planting beds are to be created.

Annuals are the responsibility of the homeowner to maintain and remove at the end of the planting season. Only plants that will not exceed the height of the surrounding bushes shall be used. Annuals installed must not interfere in any way with weekly Landscape Maintenance, irrigation coverage, or other infrastructure. Homeowners are fully responsible for the replacement of any disturbed mulch materials.

Neither the landscape maintenance provider nor the HOA is responsible for any owner- installed annuals.

All annuals outside the courtyard areas shall be planted "in ground" in an existing planting bed and should be fully removed from their container(s). No planters are permitted in planting beds.

Flowers & Plants

Dead annuals & perennials planted by the homeowner must be removed. Vegetables, fruit bearing trees, shrubs or vines are not permitted to be planted or grown anywhere outside of the courtyard.

Trees

No additional trees shall be planted anywhere in the rear or side(s) of properties or in front of the courtyard fence or in any planting bed. Any replacement trees will be of an approved species, which takes into consideration mature tree width, height, root growth, disease resistance and leaf drop and requires prior written approval. Pruning may be provided once annually to developer planted trees, if relevant to the tree species. All fallen leaves will be removed as needed or seasonally. Owners agree to hand water replacement trees or shrubs on their property, as needed, until newly planted plants, shrubs or trees are established.

Mulching and/or Pine Straw in Planting & Transition Beds

Mulch retains moisture, vital during hot Georgia summers and inconsistent rainfall. Mulching inhibits soil-borne foliar diseases. It insulates root systems, keeping soil temperature cooler in summer and warmer in winter. Mulch products provide a buffer between ornamentals and turf and are aesthetically pleasing. It provides erosion control, suppresses weeds and breaks down as nutrients for plants.

Owners shall not remove from or add any existing mulch materials or pine straw (in buffer areas) or from any planting area, common area, border, hillside or transition area(s) that are maintained by the HOA.

All mulch materials should be uniform in type, style and color in all HOA maintained planting beds and can only be removed, replaced or refreshed by the HOA, unless approved by the ACC.

Currently, pine straw is the selected mulch for the community. IF dyed hardwood mulch is provided by the homeowner, there will be no adjustment in assessments. The mulch or pine straw replacement will be covered by the HOA. Mulch will be refreshed once per year, pine straw will be refreshed twice a year.

Irrigation

Irrigation will be provided to turf and shrubbery as dictated by weather conditions and within governing rules established by the state and county. No courtyard irrigation is provided by the HOA. Owners shall not adjust, damage, or make additions or deletions to the HOA provided irrigation systems. Irrigation deficiencies should be reported to the landscape liaison for review and resolution. Irrigation systems will operate May through September and periodically after September, depending upon weather conditions. Irrigation monitoring includes yearly start-up and shut down/winterization. Periodic adjustments may be made to watering cycles and times with consideration for newly installed landscaping (a new home), drought conditions and existing state-mandated water restrictions.

Courtyards

All courtyards must be weed-free and maintained, to be visually appealing whether they are landscaped or not. Clover Creek has a fence design that requires the necessity of maintenance of all property that can be viewed from outside. Courtyards left unsightly in any manner may constitute a non-compliance issue or violation notification. Grass clippings may not be dumped in any common HOA maintained area, wooded area or any area outside of the homeowner's courtyard. Please dispose of all grass clippings properly.

Clover Creek - Modification Request Procedure

The process begins by obtaining the Modification Request Form from a Clover Creek Advisory Council member, or the Clover Creek Property Manager. You will need to utilize the "Clover Creek Modification Request Form." This form is also available on the Clover Creek web site. Please utilize the form specifically designated for Modification Requests. It must be submitted in writing to the ACC and needs to be as detailed as possible. This process is as follows:

Submit a completed "Clover Creek Modification Request" form, with payment (if applicable) made out to Clover Creek HOA. Deliver the completed form, with payment to your Association Manager by mail, or email. The modification request form will provide you with instructions on how to complete it. If all required information is not included in your Modification Request, it will delay any action.

Any homeowner who has completed landscape modifications or installations, outside the courtyard, and has not received written approval from the HOA's must immediately complete and submit the "Clover Creek Modification Request Form" as described above.

All past and future written approvals and forms received should be kept on file by the homeowner.

Modifications that are not approved and stated in writing (by the ACC) must be removed at the homeowner's expense.

Items cited that are Violations (expressly not permitted under Covenants, Community- Wide Landscape Standards and Residential Guidelines) must be removed immediately upon written notification.

If there is no corrective action taken by a resident after the receipt of any Violation, Non-Compliance or Advisement letter then further action will be taken by the Board of Directors and/or Clover Creek

management. This may include, but is not limited to a second letter of advisement. No response or action to correct the issue, by the homeowner, may result in a fine until there is a response from the homeowner and the cited issue is corrected or reviewed by both parties. Legal actions will follow if there is no resolution of the issue by the homeowner.

There is no prior implied or verbal approval and there is no grandfather clause that would exempt any prior modification. For any implied or verbal approval that does not have accompanying written documentation you must submit the necessary paperwork as previously described.

CLOVER CREEK HOA, INC. - REQUEST FOR MODIFICATION REVIEW

Name _____ Date _____

Address _____ Home Phone _____

City/State/Zip _____ Office Phone _____

Community _____ Lot/Block _____

Please provide the Architectural Control/Covenants Committee with all information necessary to evaluate the request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, list of materials, pictures (if applicable), and any other information as specifically required below or as required by the Design Guidelines approved for the community.

Description of Modification Requested:

Estimated Start Date _____ Estimated Completion Date _____

Acknowledgment of Adjacent Homeowners (**all homeowners sharing common boundary line**): This acknowledgement will be considered by the Covenants Committee but will not be binding upon the Covenants Committee. No application will be considered unless this section is completed, or the Applicant Homeowner has made a reasonable effort, in the sole discretion of the Board, to have this section completed.

Signature _____ Lot (____) In Favor Of (___) Not In Favor Of (___)

Signature _____ Lot (____) In Favor Of (___) Not In Favor Of (___)

Signature _____ Lot (____) In Favor Of (___) Not In Favor Of (___)

Under each of the most common headings below, all the items listed must be submitted. Please refer to the Covenants for other necessary information required for modifications such as detached structures, outdoor play equipment, pools, etc.:

___ **Patio or Walkway**

_____ Lot survey denoting location

_____ List of materials to be used

___ **Exterior Decorative Objects, Front Porch Flower Pots, Lighting, Etc.**

_____ Description of object _____

_____ Location and picture or sketch of object

___ **Garden Plot**

_____ Location and size of garden

_____ Type of plants to be grown

___ **Play Houses**

_____ Location (must have minimum visual impact on adjacent properties)

_____ Size and Sketch

_____ Materials (in most cases, material used **should** match existing materials of home)

___ **Private Pool**

_____ Picture or drawing of pool type.

_____ Dimensions (maximum size 1,000 square ft.)

_____ Color (must be blue or white).

_____ Site plan denoting location.

_____ Type of lighting source.

_____ Landscape plan

_____ Fencing

- _____ Picture or drawing of fence type.
- _____ Dimensions (maximum height may not exceed 6 feet; maximum span between posts shall be ten feet).
- _____ Color
- _____ Site plan denoting location
- _____ Crossbeam structure must not be visible from any street (must face inside toward yard).
- _____ Materials
- _____ All nails, screws or fasteners shall be aluminum or hot-dipped galvanized.
- _____ All posts shall be anchored in concrete.

_____ Exterior Landscaping and Maintenance

- _____ Landscape plan denoting plant material and location inside courtyard only.

_____ Deck/Porch

- _____ Picture or Drawing (deck must match any existing deck).
- _____ Dimensions
- _____ Color (must be natural or painted to match exterior color of home).
- _____ Site plan denoting location (in most cases may not extend past sides of home).
- _____ Materials (must be cedar, cypress or No. 2 grade or better pressure-treated wood).

_____ Exterior Building Alterations

Paint (Submit only if other than original/approved paint color)

- _____ Color
- _____ Area of home to be repainted.
- _____ Photograph of your home plus homes on either side (in most cases adjacent homes cannot be painted the same colors).

Storm Windows/Doors

- _____ Picture or drawing of all windows/doors on which storm windows/doors will be installed.
- _____ Picture depicting style of storm window/door to be installed.
- _____ Color (window/door trim must be baked enamel and color must be compatible with primary and trim colors).

Building Additions

- _____ Location of addition and size of lot.
- _____ Size, color, and detailed architectural drawing of addition.
- _____ Materials (material used **must** match existing materials of home).
- _____ Building permit (if required).

Note: I understand and agree that no work on this request shall commence until written approval of the Covenants Committee has been received by me. I represent and warrant that the requested changes strictly conform to the community Design Guidelines and that these changes shall be made in strict conformance with the Design Guidelines. I understand that I am responsible for complying with all city and county regulations.

Neither Riverside Property Management, Inc., the Association Board of Directors, the Association Advisory Committee or the Association Covenants Committee nor their respective members, Secretary, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The Architectural Review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

Owner's Signature _____ Date _____

FOR ARCHITECTURAL CONTROL COMMITTEE USE

Approved By: _____
Member

Covenants Committee

Date Received _____

Approved _____ Not Approved _____ Conditions _____

=====

Comments:

**CLOVER CREEK HOA
FITNESS CENTER USE**

IN CASE OF AN EMERGENCY, PLEASE DIAL 911

Equipment

1. All equipment used at your own risk.
2. None of the equipment may be moved from its location.
3. Make sure anything you use is turned off after use.
4. If others are waiting to use the equipment, please limit your use to 30 minutes.
5. Do not drop or bang weights.
6. Please wipe the equipment after use with the sanitation wipes.
7. Residents always have priority for use of the fitness center equipment.

Food and Beverages

Food and beverages may not be brought into the Fitness Center, except for water in plastic bottles.

Miscellaneous expectations:

1. No animals of any kind are allowed in the fitness center.
2. No guests are allowed in the fitness center unless accompanied by a Resident.
3. Please make sure all equipment used has been properly disconnected.
4. Turn off the lights and TV before departing.
5. Make sure the door is locked and alarm is set (if active).
6. Make sure you take all your items with you.
7. If you identify any problems or issues with the clubhouse or equipment please, immediately, notify Riverside Property Management at 470-377-4100 ext.1103 or **KRYSTLE@RIVERSIDEPROPERTYMGT.COM.**

Clover Creek Homeowners Association

Welcome Residents to your clubhouse! We have specially designed, built and decorated your clubhouse so as to get the best quality of use.

Following is the “Clubhouse Use and Care Rules”. Please take a moment to become familiar with the information.

When you would like to reserve the clubhouse please use the following steps:

1. Contact Riverside Property Management to see if the clubhouse is available for the day and time you would like.

Please call 470-377-4100, extension 1103 or email KRYSTLE@RIVERSIDEPROPERTYMGT.COM.

2. If this is a private event you will need to complete the following forms:

- a. Reservation Form
- b. Facilities Usage Agreement
- c. Clubhouse Use and Care Rules

3. Make checks made payable to **Clover Creek HOA** and mail check with forms above to:

Clover Creek HOA
c/o Riverside Property Management
P.O. Box 2484
Kennesaw, GA 30156

Clover Creek HOA Clubhouse Use and Care Rules

Securing the Clubhouse:

1. All doors must be securely locked when leaving. Any damages as a result of an unlocked door will be the responsibility of the resident/host responsible for event.
2. Entry codes to the clubhouse and fitness room are not to be shared with any other person.

Cleaning and Care

1. All food is to be removed from the clubhouse after every event.
2. All trash put in the exterior garbage cans must be in a closed/sealed plastic bag. If there is more trash than the cans will hold, it is to be removed from the premises.
3. It is the responsibility of the resident/host to put ALL furniture in its original location.
4. All personal and rental property must be removed by the end of the event.
5. The resident/host is responsible for returning the clubhouse to the condition it was prior to the event.
6. If any part of the clubhouse is found to need attention, a clubhouse committee member is to be informed immediately for proper repairs.

Use and Care of BBQ Grill

1. Grill should be attended to at all times while on.
2. Gas must be turned off immediately upon completion of cooking.
3. Grill must be cleaned and returned as it was found.
4. Do not put any items on grill that could cause damage.
5. Wait for the grill to completely cool off before putting the cover back on.

General Guidelines

1. No taping, stapling, tacking or attaching anything in any manner to walls, furniture, décor, floors or lighting.
2. No lighted candles except on cakes.
3. No smoking inside, on the porch or the back of the clubhouse.
4. Alcohol is only permitted on a "bring your own" basis and is only to be consumed by persons 21 years of age or older. The resident/host reserving/using the clubhouse is responsible for ensuring that attendees at the function drink responsibly and legally.
5. The lights, TV/audio equipment, appliances, grill and fireplace are to be turned off prior to departure.
6. Structures may not be erected outside the clubhouse without prior approval from the HOA.
7. Supplies left in the clubhouse from community events are not to be used for private activities.

Clover Creek HOA Clubhouse Use and Care Rules

8. No animals are permitted inside the clubhouse.
9. Porch furniture is to remain on the porch.
10. Folding chairs and tables may be used in the clubhouse and on the porch. These must be returned to their original location after use.
11. Parking is provided adjacent to the clubhouse. If parking is inadequate, guests are to park on one side of the street only; driveways may not be blocked and must comply with Paulding County Laws.
12. The clubhouse is available for residents to rent from 9AM to 11 PM.
13. For information on renting the clubhouse for a private event contact: Riverside Property Management at 470-377-4100 extension 1103 or email KRYSTLE@RIVERSIDEPROPERTYMGT.COM.

Fitness Center Use

1. All equipment used at your own risk.
2. Do not move any equipment from its location.
3. Turn off lights, TV and equipment before departing.
4. If others are waiting to use the equipment, please limit your use to 30 minutes.
5. Residents always have priority for use of the fitness center equipment.
6. Do not drop or bang weights.
7. Wipe the equipment after use with the sanitation wipes provided.
8. Food and beverage may not be brought into the fitness center, except for water in plastic or green bottles.
9. No animals allowed in fitness center.
10. No guests are allowed in fitness center unless accompanied by a resident.

Signature

Date

**Clover Creek HOA
Clubhouse Reservation Form**

Date _____ Name _____

Address _____

Home Phone _____ Cell Phone _____

Clubhouse Reservation Date _____

Time Reserved From _____ to _____

Function _____

Approximate number of people expected to attend _____

The request for a private reservation and use of the Clubhouse is with the understanding of and agreement to the following policies, guidelines, and expectations:

Reserving the Clubhouse:

1. The clubhouse is for private use by residents of "Clover Creek HOA" only. Use of the clubhouse for business, commerce or solicitation is strictly prohibited.
2. The resident making the reservation and signing this form will be hosting the function and in attendance at all times.
3. **Completion of the "Reservation Form", "Facilities Usage Agreement", and "Clubhouse Use and Care Rules" along with a \$200.00 refundable deposit and an \$80.00 usage fee is required at the time each reservation is made.** Both checks are to be made payable to *Clover Creek HOA*. In the case of multiple reservations at one time, a separate deposit check is required for each reservation. After the event, a thorough check will be made of the clubhouse by a Clover Creek HOA committee member. The deposit will be refunded if there is no damage to the clubhouse and it has been properly secured. Deposit checks will not be deposited unless the clubhouse is found damaged or in need of special attention.
4. A usage fee of \$80 is due at the time of the reservation. The usage fee check should be made payable to *Clover Creek, HOA*.
5. Mail completed forms and checks to Riverside Property Management, P.O. Box 2484, Kennesaw, GA 30156.
6. Reservations are made by calling Riverside at 470-377-4100 extension 1103 or by email: **KRYSTLE@RIVERSIDEPROPERTYMGT.COM**.
7. Cancellation of a reservation should happen with a minimum of 3 days' notice.
8. To reserve the clubhouse, all neighborhood dues and other fees must be current and paid in full.
9. The clubhouse is not to be used for events for anyone under the age of 18 years old.
10. If alcoholic beverages are served during the function, then alcoholic beverages shall (1) not be sold at the function, (2) not be served or allowed to be provided to any minor at the function, and (3) shall only be provided to or served to adults in a responsible manner. Alcohol

is only permitted on a “bring your own” basis and is only to be consumed by persons 21 years of age or older. The resident/host reserving the clubhouse is responsible for ensuring that attendees at the function drink responsibly and legally.

11. Structures may not be erected outside the clubhouse without prior approval from the HOA.
12. The resident/host agrees to furnish all materials, products or foods needed for the event. This includes but is not limited to paper products, food, beverages, decorations, and clean up supplies, etc.
13. Fitness center is not to be used by guests during event.
14. The resident/host agrees that in addition to the rules listed here, they will also be responsible to the “*Clubhouse Use and Care Rules*”.
15. The resident/host assumes all responsibility for the actions and behaviors of all persons present at, or related to, the requested function and agree to be personally responsible for causing such persons to comply with the Associations’ By-Laws, Rules and Regulations.
16. If the usage of the clubhouse violates the Associations’ By-Laws, Rules and Regulations, or any Federal, State or Local law/ordinance, the right to use the facility will be permanently terminated for the resident/host.

Signature _____ Date _____

Printed Name _____

FACILITIES USAGE AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Clover Creek Homeowners Association (the "HOA") agrees to allow the undersigned Releasor to use the Clubhouse building at Clover Creek (the "Premises") for a function to be held on _____ (hereinafter the "Event").

Releasor agrees to only utilize the Premises in accordance with all applicable zoning and use restrictions, the Declaration of Covenants for Clover Creek, the Declaration of Covenants for Clover Creek, and all rules and regulations of Clover Creek, which rules are incorporated herein by reference. Releasor is solely responsible for obtaining any necessary permits from appropriate authorities in the jurisdiction where the Premises is located.

Releasor, agrees and covenants to indemnify and hold harmless, remise, release, acquit, satisfy, and forever discharge Windsong Properties, LLC, Clover Creek Homeowner's Association, Inc., Loren Realty, Inc., and Loren Construction Co., Inc., Forestar Real Estate, and Riverside Property Management (hereinafter referred to as "Releasee") of and from all, and all manner of action and actions, cause and causes of action, suits, liens, sums of money, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or equity, that said Buyer suffers for, upon, or by reason of any matter, cause, or thing whatsoever arising from Releasor's use of the Premises for the Event.

By executing this Agreement, Releasor further accepts the Premises in its current condition, and acknowledges that he has inspected the Premises for all hazardous conditions thereon. Releasees make no representation to Releasor concerning the condition of the Premises or its fitness for any particular purpose. Furthermore, Releasor agrees that he is solely responsible for all damage occurring to the Premises by all third persons present at the event and as part of the consideration for use of the Premises agrees to place a damage deposit of \$200.00 payable to the HOA. Releasor shall remove all trash and debris from the Premises at the conclusion of the Event and relinquish the Premises to the HOA in a clean and neat condition equal to or better than the condition of the Premises prior to the event. These funds will be held, and will be returned to Releasor within five (5) business days after the Event so long as the Premises are found to be in substantially the same or better condition after the Event as they were prior to the Event.

The HOA is not limited to the amount of the damage deposit held as its sole remedy. The Releasee may, at its sole discretion, pursue all remedies at law and or equity to recover compensation to cover the cost of repairs from Releasor in the event that the Premises are damaged or if a third party makes a claim of any nature against Releasee occurring as a result of the presence of such third party at the Event or out of the use of the Premises for the Event.

This Agreement shall be binding on Releasor, his heirs, executors, administrators, and assigns, forever. The terms of this Indemnity and Hold Harmless Agreement shall survive the relinquishment of the Premises by Releasor after the event to effectuate the purposes of this Agreement.

This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia and be specifically enforceable by an appropriate court of equity. Should a suit at law or equity be necessary to enforce the provisions hereof, Releasees shall be entitled to recover reasonable attorney's fees and costs of litigation necessary to obtain relief.

This Agreement contains all of the terms regarding Releasor's use of the Premises, and any prior or contemporaneous representation not contained herein shall not be enforceable against Releasee.

The undersigned have hereunto set their hands and seals this ____ day of _____, _____.

RELEASOR

_____ (SEAL)

Clover Creek Clubhouse Check List

AREA/ITEMS	Arrival	Departure
Front porch no damage	YES NO	YES NO
Furniture in porch correct/no damage	YES NO	YES NO
Alarm properly set	YES NO	YES NO
No damage to doors or windows	YES NO	YES NO
No damage to floors	YES NO	YES NO
No damage to walls, ceilings, etc.	YES NO	YES NO
No damage to counter tops	YES NO	YES NO
No damage to fireplace	YES NO	YES NO
No food in clubhouse	YES NO	YES NO
Area free of decorations	YES NO	YES NO
All inside furniture in place correctly	YES NO	YES NO
No garbage or garbage bags inside	YES NO	YES NO
All garbage in garbage can outside	YES NO	YES NO
Parking area free of garbage, papers, etc.	YES NO	YES NO
No damage to appliances	YES NO	YES NO
BBQ clean and covered, gas turned off	YES NO	YES NO
No damage in fitness center	YES NO	YES NO
All lights turned off	YES NO	YES NO
All windows closed and locked	YES NO	YES NO
All doors closed and locked	YES NO	YES NO
Fans turned off	YES NO	YES NO
Air/Heat set back to original temperature	YES NO	YES NO

The deposit will be refunded if there is no damage to the Clubhouse and it has been properly returned to the original state, cleaned and properly secured.

COMMENTS:

I agree that all the above is correct

Resident/Host Date Clubhouse Committee Rep Date

THIS DOCUMENT, INCLUDING ALL STATED GUIDELINES AND STANDARDS, ARE SUBJECT TO CHANGES, REVISIONS AND AMENDMENTS AT ANY TIME AS DEEMED NECESSARY BY THE BOARD OF DIRECTORS.

DOCUMENT DATE: August 8, 2014

THIS DOCUMENT SUPERSEDES ANY PRIOR VERSION