

AUGUSTA WOODS COMMUNITY ASSOCIATION, INC.
RULES & REGULATIONS

Declarant has promulgated these initial Rules & Regulations pursuant to Article IV of that certain Declaration of Covenants, Conditions, Restrictions & Easements for Augusta Woods, as recorded in the Records of the Clerk of the Superior Court of Carroll County, and as it may be amended from time to time (the “**Declaration**”). These initial Rules shall remain in full force and effect until such time as they are amended, modified, repealed, or limited in accordance with Article IV of the Declaration.

1. **Definitions.** All capitalized words or terms that are not defined in these Rules & Regulations shall have the same meanings as set forth in the Declaration.

2. **Application.** These Rules & Regulations are intended to supplement and complement the restrictive covenants set forth in the Declaration, and shall govern the use of the Homesites and the Common Area, as well as the conduct of the Association and all Owners and other occupants of the Homesites and their respective guests and other invitees. In the event that occupants of a Homesite other than the Owner, or their respective guests or other invitees, are responsible for a violation of these Rules or the other Community Documents, the Association may hold the Owner of such Homesite responsible for the actions of such other persons.

3. **Enforcement.** The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth in the Bylaws. The Association may impose sanctions, as authorized in the Declaration, for violations of these Rules and the other Community Documents. Such sanctions may include, without limitation, the specific monetary fines set forth in these Rules.

5. **Business & Trade Uses.** The Owner or other occupants of a Homesite may only use such Homesite for residential and closely related accessory uses; provided, however, that the Owner or other occupant of a Homesite may maintain and use a “home office” within such Homesite strictly conditioned upon the facts that such business or trade activity: (i) is not apparent or detectable by sight, sound, or smell from outside the Homesite; (ii) conforms to all zoning and other land use requirements of the State, the City and any other governmental body having jurisdiction over the Community; (iii) does not involve door-to-door solicitation of the Owners or occupants of any Homesite; (iv) does not, in the reasonable judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community which is noticeably greater than that which is typical of Homesites in which no home office is maintained; and (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board’s sole discretion. The terms “business” and “trade,” as used in this Rule and Section 3.19 of Declaration, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which involves the provision of goods or services for which the provider receives a fee, compensation, or other form of

consideration, regardless of whether such activity: (i) is engaged in full-time or part-time; (ii) is intended to be for-profit or not-for-profit; or (iii) requires a license. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.19 of the Declaration. *Adopted pursuant to Sections 3.1, 3.2, 3.3, 3.7, 3.8, 3.9, 3.10, 3.11, 3.19, 3.20, 3.21, 3.22, 3.23 and 4.1 of the Declaration.*

6. **Parking of Vehicles.** The Owner or other occupants of a Homesite who parks a vehicle, or who permits guests or other invitees to park their vehicles, in violation of Section 3.3 of the Declaration shall be subject to a \$100 fine for each violation. *Adopted pursuant to Sections 3.1, 3.2, 3.3, 3.4, 3.7, 3.10, 3.11 and 4.1 of the Declaration.*

7. **Pets.** No one may permit their dog to run freely anywhere within the Community; dog owners shall keep their dogs on a leash whenever their dogs are permitted outside the confines of the owner's Home. Pet owners shall collect and dispose of all animal waste from their pets. Pet owners shall register their pets with the applicable local authority, and shall obtain all licenses and inoculations for their pets, as required by applicable law. Pet owners shall not permit their pets to cause disturbances, including, but not limited to, making noise audible to the occupants of other Homesites. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.6 of the Declaration. *Adopted pursuant to Sections 3.1, 3.2, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.13 and 4.1 of the Declaration.*

8. **Laundry Drying.** No one may hang or otherwise dry laundry anywhere that is visible to the occupants of another Homesite. The Owner or other occupants of a Homesite shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Sections 3.1, 3.7, 3.10, 3.11 and 4.1 of the Declaration.*

9. **Burning of Rubbish or Yard Refuse.** No one may burn rubbish or yard refuse anywhere within the Community. The Owner or other occupants of a Homesite shall be subject to a \$250 fine for each violation of this Rule or Section 3.14 of the Declaration. *Adopted pursuant to Sections 3.1, 3.7, 3.8, 3.10, 3.11, 4.1, 5.3 and 5.16 of the Declaration.*

10. **Security Alarms.** No one shall permit a home or vehicle security alarm to continue to emit its alert for an unreasonable time; it shall be the responsibility of every Owner or other occupant of a Homesite to attend to their alarm when it has been triggered. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Sections 3.1, 3.7, 3.9, 3.11 and 4.1 of the Declaration.*

11. **Amplified Sound.** No one may use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device within a Homesite or the Common Area that exceeds sixty (60) decibels, as measured from any location within the Community (exclusive of the interior of the Home in which such sound is being emitted). The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.9 of the Declaration. *Adopted pursuant to Sections 3.1, 3.7, 3.9, 3.11 and 4.1 of the Declaration.*

12. **Fireworks.** No one shall discharge fireworks or other pyrotechnical displays anywhere within the Community; provided, however, that an Owner or other occupant of a Homesite may permit the discharge of legal consumer fireworks, under appropriate adult supervision, within appropriately cleared areas of such Homesite between 12:00 noon and 11:00 p.m. on July 4th of each year. The Association may, but shall not be obligated to, sponsor a professionally-managed fireworks display for the entire Community within an appropriately cleared space of the Common Area on July 4th of each year. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to persons or damage to property resulting from any discharge of fireworks or other pyrotechnical display. *Adopted pursuant to Sections 3.1, 3.5, 3.7, 3.8, 3.9, 3.10, 3.11 and 4.1 of the Declaration.*

13. **Disposal of Hazardous or Toxic Substances.** No one may dispose of any petroleum product, paint or paint thinner, solvent, or any other potentially hazardous or toxic substance anywhere within the Community. The Owner or other occupants of a Homesite shall be subject to a \$500 fine for each violation of this Rule or Section 3.12 of the Declaration, and shall be strictly responsible for any injury to persons or damage to property resulting from the disposal of such substances. *Adopted pursuant to Sections 3.1, 3.2, 3.3(g), 3.5, 3.7, 3.8, 3.11, 3.17, 4.1 and 5.16 of the Declaration.*

14. **Disposal of Rubbish & Yard Refuse.** No one may dump or accumulate household rubbish, pet waste, grass clippings, hedge or tree trimmings, leaves or other yard debris anywhere within the Community. Every Owner or other occupant of a Homesite shall dispose of yard refuse from such Homesite in closed sanitary bags or yard refuse bags or other approved containers, and shall place such bags or other containers at the edge of the right of way no sooner than forty-eight (48) hours before the scheduled collection times for yard refuse. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.14 of the Declaration. *Adopted pursuant to Sections 3.1, 3.6, 3.7, 3.8, 3.10, 3.11, 3.13, 3.14, 3.17, 3.18, 4.1, 5.3 and 5.16 of the Declaration.*

15. **Fertilizers & Lawn Care Products.** The Owner or other occupants of a Homesite may use fertilizers and other consumer lawn-care products for the maintenance of landscaping within such Homesite, provided that such Owner or other occupants exercises reasonable care to avoid unnecessary run-off of such fertilizers or lawn-care products into any water body within the Community. The Board of Directors reserves the right to require the Owner of any Homesite that is immediately adjacent to any water body to maintain buffers or to take other appropriate measures to minimize run-off into such water bodies on a case-by-case basis. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Sections 3.1, 3.7, 3.11, 3.12, 3.17, 3.18 and 4.1 of the Declaration.*

16. **Drainage.** No one may obstruct or re-channel any drainage flow after location and installation of drainage swales, storm sewers or storm drains, except with the prior written consent of the Board of Directors and the approval of any governmental authority having jurisdiction. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 5.11 of the Declaration. *Adopted pursuant to Sections 3.1, 3.7, 3.10, 3.11, 3.12, 4.1, 5.2, 5.9, 5.10 and 5.11 of the Declaration.*

17. **Use of Water Bodies.** No one may use any water body within or adjacent to the Community for irrigation, swimming, bathing, boating, or any other active use, except fishing from the shore with appropriate licenses, or as otherwise expressly permitted by the Declaration. The Association shall not be responsible for any injury to a person or damage to property arising out of the use of any body of water within or adjacent to the Community. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.18 or 5.14 of the Declaration. *Adopted pursuant to Sections 3.1, 3.3(f), 3.7, 3.11, 3.12, 3.13, 3.16, 3.17, 3.18, 4.1 and 5.14 of the Declaration.*

18. **Fuel Storage.** No one may store more than two five-gallon (or smaller) containers of gasoline (excluding factory-installed gasoline tanks of vehicles), or more than two twenty-pound (or smaller) propane tanks within a Homesite. The Owner and other occupants of a Homesite shall be responsible for storing all other flammable liquids or solids in an appropriate, safe manner, consistent with all applicable laws, statutes, ordinances and regulations. No one may store an unreasonable or unsafe quantity of any flammable liquid or solid anywhere within the Community. The Owner or other occupants of a Homesite shall be subject to a \$100 fine for each violation of this Rule or Section 3.5 of the Declaration. *Adopted pursuant to Sections 3.1, 3.5, 3.7, 3.11, 3.12, 4.1, 5.2 and 5.9 of the Declaration.*

19. **Solicitations.** No one may conduct commercial door-to-door solicitations anywhere within the Community. The Board of Directors may permit reputable, charitable organizations to conduct door-to-door solicitations within the Community, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board. The Owner or other occupants of a Homesite shall be subject to a \$250 fine for each violation of this Rule or Section 3.20 of the Declaration. *Adopted pursuant to Sections 3.1, 3.2, 3.3(c), 3.7, 3.11, 3.19, 3.20, 3.23 and 4.1 of the Declaration.*

20. **Discharge of Firearms.** No one may discharge a firearm anywhere within the Community. For purposes of this Rule, the term "firearm" shall include all rifles, shotguns, handguns, compressed air guns, bows, crossbows, and any similar weapon. The Owner or other occupants of a Homesite shall be subject to a \$500 fine for each violation of this Rule or Section 3.15 of the Declaration. The Association strongly encourages the Owners and other occupants of the Homesites to take proper measure to secure their firearms from theft or other unauthorized use. *Adopted pursuant to Sections 3.1, 3.2, 3.7, 3.9, 3.11, 3.15 and 4.1 of the Declaration.*

21. **Hunting, Trapping, etc.** No one may hunt, capture, trap, kill or otherwise disturb any wildlife anywhere within the Community without the prior written consent of the Board of Directors as being necessary to preserve the health, safety and welfare of Persons living within the Community or using its Common Areas. The Owner or other occupants of a Homesite shall be subject to a \$500 fine for each violation of this Rule. This Rule shall not be interpreted as prohibiting the Owner or other occupants of a Homesite from employing a professional exterminator to control insects, rats, mice and similar vermin and pests within such Homesite. *Adopted pursuant to Sections 3.1, 3.2, 3.7, 3.9, 3.11, 3.15, 3.16, 4.1 and 5.16 of the Declaration.*

22. **Disturbance of Natural Vegetation.** No one may remove or otherwise disturb any trees, other naturally occurring vegetation, or landscaping within the Non-Disturbance Areas or the Area of Common Responsibility without the prior written consent of the Board of Directors. The Owner or other occupants of a Homesite shall be subject to a \$250 fine for each violation of this Rule or Section 5.16 of the Declaration, and shall be responsible for the cost of restoring such trees, vegetation or landscaping to its previous state. *Adopted pursuant to Sections 3.1, 3.4, 3.7, 3.11, 3.13, 3.17, 4.1, 5.10 and 5.16 of the Declaration.*

23. **Leasing of Homesites.** Every lease of a Homesite shall be in writing, shall transfer possession of the entire Homesite and not a portion or portions thereof, shall include a term of no fewer than six months, and shall require the tenant and other occupants of the Homesite to comply with the requirements of this Declaration and the other Community Documents. The Owner shall remain responsible for the payment of all Assessments. The Owner of the Homesite shall provide notice of any lease thereof, together with such additional information as the Board of Directors may reasonably require, to the Board at least seven (7) days before the commencement of the term of such lease, and shall provide the tenant with current copies of this Declaration and the other Community Documents. The Owner of a Homesite, by leasing such Homesite, shall be deemed to have assigned and delegated all of the Owner's rights to use and enjoy the Common Areas to the tenant during the term of the lease. The Owner of a Homesite shall be subject to a \$250 fine for each violation of this Rule or Section 3.22 of the Declaration. *Adopted pursuant to Sections 3.1, 3.2, 3.7, 3.22, 3.23, 4.1 and 4.6(e) of the Declaration.*

24. **U.S. Flags & Other Banners.** Every Owner shall have the right to display a United States flag, and/or official flag of the State of Georgia, of standard size and dimensions, in an appropriate and respectful manner consistent with recognized flag etiquette. No Owner or other occupants of a Homesite may display any other flag or banner without the prior written consent of the Board of Directors. By duly adopted Resolution, the Board may approve other common categories of flags and banners and times of display, including, as examples, alumni banners on game days and official U.S. armed services flags on appropriate public holidays. Please note that an Owner's permanent installation of a flagpole or similar display device is also subject to the architectural review and approval process described in Article VI of the Declaration. Furthermore, the Association reserves the right to limit the size of all such flags and banners to standard sizes and dimensions, and, specifically, to prohibit the display of oversize or unusually large flags or banners of any kind. *Adopted pursuant to Sections 3.1, 3.2, 3.7, 3.23, 4.1, 4.6(a), 4.6(b), 4.6(c), 5.9 and 5.15 of the Declaration.*

25. **Holiday Lights & Displays.** Every Owner shall have the right to display holiday lights and related displays during the thirty (30) day period before the religious or public holiday being celebrated and during the fifteen-day (15) period immediately thereafter. As an example, an Owner may display Christmas lights and related displays from November 25 until January 9. The Association reserves the right to limit the hours during which such holiday displays may be lighted in the interests of the health and welfare of the Owners and other occupants of the Homesites, and strongly encourages all Owners to be considerate of their neighbors when planning the size, scope and operating hours of their holiday lights and other displays. *Adopted pursuant to Sections 3.1, 3.2, 3.7, 3.11, 3.23, 4.1, 4.6(a), 4.6(b) and 4.6(c) of the Declaration.*