

**THE VILLAGE HOMEOWNERS ASSOCIATION, INC.
POWERS FERRY ROAD
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RULES, REGULATIONS AND USE RESTRICTIONS

GENERAL INFORMATION

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Adopted April 13, 1989; Revised December 1, 2020

For other regulations, please refer to the Declarations of Covenants, Conditions, and Restrictions and By-Laws for The Village, recorded on October 7, 1988.

INTRODUCTION

The following is a compilation of the Use Restrictions contained in the Declaration and the Rules and Regulations adopted by the Board of Directors in accordance with Article V. 1 of the Declaration.

1. RULES AND REGULATIONS

- 1.1 Homeowners are responsible for all damages to the common areas and common property caused by family members, tenants, pets and guests of the household.
- 1.2 Carrying of firearms without a permit, shooting BB guns or pellet guns, and the use of fireworks is prohibited on The Village's common property.
- 1.3 Trash pickup is twice a week, at the curb, Tuesdays and Fridays. No cans are to be left out overnight after pickup but are to be put back in garage or out of view from the street. After a friendly reminder, you will be fined \$25 for non-compliance.
PER OUR CONTRACTED VENDOR, RELIABLE SANITATION, trash is to be placed in a plastic bag and tied and placed in trash containers; boxes and small limbs must be broken down and tied in small bundles. (If Christmas falls on pickup date, it will be picked up one day later.)
- 1.4 No more than one yard sale is permitted per year per household unless approved by the Board of Directors.
- 1.5 All homes shall be used for residential purposes exclusively. No business or business activity shall be carried on or upon any lot at any time except as designated in Article V, Section 3 of the Declarations for The Village.
- 1.6 Cluster homes have small lots, and some yards are fenced to include the whole side yard between two homes. Homeowners cannot prohibit neighboring homeowner from access to that yard in order to maintain their home. If access is not allowed and complaint is brought to the Board, issue will be addressed along with \$500 fine to homeowner not providing access.
- 1.7 Skateboarding is not allowed in Village.
- 1.8 All Rules and Regulations stated, unless part of the Declarations, are in force unless changed by the Board of Directors. Any complaints filed by a resident or homeowner must be in writing to the Board via www.thevillageatpowersferry.com, powersferryvillage@gmail.com, or put in drop box by sidewalk to clubhouse.

2. NOISE / NUISANCE RULES

- 2.1 At no time shall stereos, radios, televisions or other musical devices, including the practice of any musical instrument, be loud enough to be heard outside the resident's home which would unreasonably disturb other residents.
- 2.2 At no time shall any owner, resident or guest of the resident make any noise that would unreasonably disturb other residents outside their home or on the common property, especially pool area.
- 2.3 Incessant bouncing of basketball or throwing balls against house which would unreasonably disturb other residents is not permitted.
- 2.4 It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her lot. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. There shall not be maintained any plants or animals or device or thing of any sort that is dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the community. (Article V, Section 8 of the Declaration for The Village).
- 2.5 The pursuit of hobbies or other activities, including specifically the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the community other than your own driveway or garage. (**Article V, Section 9 of the Declarations for The Village.**)

3. POOL RULES

- 3.1 Pool Open for Adult Only Swim 7:00 to 9:00 AM and open until 10 PM for general swim.
- 3.2 Children under 17 years of age must be accompanied by an adult aged 18 or over who accepts responsibility for the child. This adult must be present at all times while the child is in the pool area.
- 3.3 Jacuzzi is for Adults Only. Children are not allowed in the Jacuzzi at any time.
- 3.4 Adults are allowed in the "Kiddy" pool ONLY when attending a child.
- 3.5 Parents and/or guardians are responsible for the safety and conduct of their children in the pool area.
- 3.6 Residents must accompany guests in the pool area. If a resident cannot be present at the pool, then the guest should be identified to another resident who will be present.

- 3.7 No pets are allowed in the pool area or at the entrance gates.
- 3.8 Any person with a contagious disease, an open sore or cut, or a bandage shall not be allowed to use the pool.
- 3.9 Babies of diaper age must be outfitted with rubber pants that fit snugly at the waist and legs if they are to be allowed in the pool.
- 3.10 All swimmers should wash off all oils and lotions before entering the pool. Outdoor shower is available.
- 3.11 Proper swimwear is required in the pool at all times. "Cutoffs" are not allowed.
- 3.12 No running, jumping, or pushing is allowed in the pool area.
- 3.13 Diving is not allowed in the pool.
- 3.14 No glass or pottery is permitted in the pool area at any time.
- 3.15 No bicycles, skateboards, or other wheeled vehicles are allowed in the pool area or around the entrance gates. Exceptions: walkers and strollers
- 3.16 Items intended solely for the operation, safety, and/or maintenance of the pool shall not be diverted for play or used for anything other than the intended purpose of said equipment.
- 3.17 Residents are responsible for keeping the pool area (including the bathrooms) clean. Trash cans are provided and should be used. Pool area is designated **NO SMOKING**; signs posted on pool gate and in pool area.
- 3.18 No electrical devices may be operated in the pool area using alternating current (AC). Only battery-operated devices may be used.
- 3.19 Loud noise, including music, that would disturb other residents is not allowed. Please remember that not all people necessarily share your taste in music.
- 3.20 Lewd conduct or profanity is not permitted in the pool area.
- 3.21 If Pool Rules are not followed, resident's pool access card will be deactivated for remainder of season.
- 3.22 No owner or resident will be able to use the pool who is delinquent in any fees due the Association.

4. **CLUBHOUSE RULES**

- 4.1 Our Homeowners Association has first choice for reservations for organizational parties, including all major holidays.
- 4.2 Those desiring to reserve the Clubhouse for private functions shall contact a Clubhouse Committee member giving at least one week's notice. A Committee member will furnish a key which is to be returned.
- 4.3 The pool area will be open to the residents at all times during the swimming season and cannot be reserved for private parties.
- 4.4 No one under 21 is allowed in the clubhouse without adult supervision. The Board of Directors and Committee members have ruled out slumber parties at the clubhouse.
- 4.5 No pets are allowed in the Clubhouse.
- 4.6 Fee for private use of the Clubhouse by owners for parties, with Board of Directors and Committee approval, is \$200 per day. Fee for renters is \$400 per day. \$50 deposit is required to hold the date. Cost for cleanup after party is included in the fee and no portion of the \$200/\$400 fee will be refunded. Any damage to the clubhouse that occurs during the rental will be the responsibility of the homeowner.
- 4.7 In order to preserve the tranquility of our community, we are requesting that anyone under 21 who wishes to have parties at the Clubhouse understand that one adult must be present for every 12 persons under 21 years of age. Parties shall end no later than 1:00 a.m. Approval is required by the Board of Directors and Committee members. This spares Committee members from listening to complaints of loud music, rowdiness and traffic violations coming from such parties.
- 4.8 No alcoholic beverages shall be consumed or permitted at parties only for persons under 21 years of age.
- 4.9 No owner or resident will be able to use the Clubhouse who is delinquent in any fee due the Association.

5. **PET RULES (Article V, Section 7 of the Declarations for The Village).**

- 5.1 No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number.
- 5.2 Dogs must be leashed at all times when outside of your home unless confined within your fenced-in yard.
- 5.3 Dogs and cats, which are household pets, shall not be permitted to create a nuisance to the other residents by objectionable noise, barking, etc. If a pet endangers the health and safety of other owners or residents of the community, it will be reported to Animal Control and your pet may be removed from the community.
- 5.4 Any pet waste on grass, sidewalks, driveways, streets and natural areas shall be removed immediately by the pet owner. Non-compliance will result in a \$25 fine per occurrence. Animal waste bins are provided in two community locations.
- 5.5 No Pit Bull / Rottweiler pets are allowed in Village.

6. **PARKING / VEHICLE RULES**

- 6.1 **Parking of resident's Commercial vehicles** (tractors, mobile home, **trailers - either with or without wheels, campers, camper trailers, work vans, recreational vehicles, boats** and other watercraft, and **boat trailers are allowed within The Village ONLY if parked in garage** (Article V, Section 5 of the Declarations for The Village.) or with **prior** approval in writing by the Board of Directors.
- 6.2 Garage doors shall be kept closed, except for necessary use, ingress or egress.
- 6.3 Repairs to autos may **not** be performed **on the streets or clubhouse parking lots** (including the changing of oil, tune-ups, etc.).
- 6.4 Personal vehicles, including motorcycles, are to be parked in garage or on driveway (not on sidewalks or lawns).
- 6.5 Speed limit is 25 mph. Speeding or careless driving is prohibited.
- 6.6 The blocking of another resident's driveway or mailbox or illegal parking of any vehicle will be cause for fines and/or towing. Fine of \$25 for each occurrence will be assessed for non-compliance.
- 6.7 The parking lots at the Clubhouse are **ONLY** for Clubhouse and Pool use or through **advance** contact and **written approval by the HOA Board**. A \$25 fine per occurrence will be assessed for non-compliance.
- 6.8 Black Bear Drive – no parking on either side of street from entrance at Powers Ferry to the intersection with Hawk Court (exception: residents of 941 Bobcat and 943 Bobcat for access of their front door on Black Bear).
- 6.9 In accordance with Cobb County, no parking is allowed within 30 feet of stop signs.
- 6.10 Vehicles need to be parked in garage and/or driveway before parking on street. If vehicles are parked on street, they need to be moved back onto driveway as soon as there is an opening on the driveway or in garage. If car remains on street when there is room on the driveway, a fine of \$25 per occurrence will be assessed.
- 6.11 Vehicles in violation of the parking rules are subject to towing at the owner's expense and risk.

7. LEASING AND SALES REGULATIONS

- 7.1 Request to lease property (for both new and renewal leases) shall be made to the Board of Directors, in writing, at least **30 days in advance of intended lease date**. (Article V, Section 11 of the Declarations for The Village.) Fine for noncompliance is \$500.
- 7.2 As Village lots are single-family dwellings, in order to comply with Cobb County Code all leases are to be with one family including up to one unrelated adult or two or fewer unrelated adults. Zoning allows for no more than two vehicles to be parked outside.
- 7.3 All lessees are subject to the same rules and regulations as the owners. Permission for homeowner to enter another lease to rent property will be rescinded if renters repeatedly violate HOA Rules.
- 7.4 The owner is responsible for the actions of the lessee.
- 7.5 The owner in a lease situation is responsible for all fees, fines, and assessments.
- 7.6 The owner must furnish the lessee with all Rules and Regulations.
- 7.7 Lease duration must consist of at least one (1) year on all leases. (Article V, Section 12(a) of the Declarations for The Village). No transient renters allowed (i.e. AirBnb or subletting).
- 7.8 Requirements for selling a home are as follows:
The seller's closing attorney must obtain a closing statement from The Village Homeowners Association for status of assessment fees prior to closing date.
The seller must provide the new owner all Documents for The Village.
The seller must notify the HOA of the new owner.

8. ARCHITECTURAL CONTROL REGULATIONS

- 8.1 Owner's Maintenance Responsibility. All maintenance of the lot shall be the responsibility of the owner and shall be maintained consistent with the community-wide established standard. Failure or refusal to maintain property will result in:
- Written notification from the Architectural Control Committee.
 - The owner shall have 10 days within which to complete the necessary repairs or maintenance.
 - If the owner is not capable of completing the work in a 10-day period, the Architectural Committee needs to be contacted in writing and be provided with completion date.
 - Should the owner not comply with maintenance request, the Association reserves the right to hire contractor to do the work at the owner's expense, and all costs shall be added to and become a part of a lien against that lot. (Article IV, Section 2 of the Declarations for The Village).
- 8.2 Architectural Standards. No exterior construction, alteration, addition, or erection of any nature, shall be commenced or placed upon any part of the Community unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted, in writing (website email or drop box), to and approved by the Board or an Architectural Review Committee. **The Board shall be the sole arbiter of such plans and may withhold approval for any reason**, including aesthetic considerations, and shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or the Architectural Review Committee shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and improvements for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. **IF CONSTRUCTION IS STARTED OR COMPLETED WITHOUT SUBMITTING REQUEST TO BOARD AND WAITING FOR APPROVAL, A FINE OF \$250 WILL BE ASSESSED.** If the Board fails to approve or disapprove the design and location of any proposed project within sixty (60) days after the plans and specifications have been submitted, the plans will be deemed approved and this Section will be deemed to have been fully complied with. (Article V, Section 10 of the Declaration of The Village)
- NOTE: Approval by the Board does not guarantee structural integrity or conformance to building codes.
- 8.3 Signs. No sign of any kind shall be erected by an owner on the common property without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs.
Each Lot owner is entitled to erect one (1) Commercial sign, such as "For Rent" or "For Sale" on their lot. (Article V, Section 4 of the Declarations for The Village.)
- 8.4 All additions/alterations shall conform to the existing architectural style in terms of design, materials, colors, scale, and detailing. If owner wishes to change color of siding, trim, roof, etc. request must be made in writing to Architectural Committee and approved prior to starting such project. A fine of \$50 will be assessed for non-compliance.
- 8.5 No owner, resident or employee of the resident or owner shall dump any items, including tree or shrub cuttings, onto common areas or in the creek. Non-compliance will result in a fine of \$150.

9. FEES, PAYMENTS AND FINES

- 9.1 All Association fees are due and payable on the 1st of the month and are delinquent if not received by the 15th of the month. For all delinquent maintenance fees, there will be a 10% late charge.
- 9.2 Checks are to be made out to The Village Homeowners Association, Inc., and have the owner's street address in The Village clearly marked on the check for proper credit. Payment can be done with personal check, MO, or thru BillPay via owner's bank account.
- 9.3 According to Article III of the Declaration of Covenants, Conditions and Restrictions for The Village, a homeowner must pay late charges and all collection costs incurred including attorney fees and interest should the Association institute suit for collection. Further, all assessments, fines, late charges and cost of collection become part of the lien in favor of the Association until paid. Association also has power to institute foreclosure of lien and bring action against the owner personally for collection of charges.
- 9.4 Violations of our homeowners Rules and Regulations as approved by the Board of Directors are subject to fines as determined by the Board. All fines and suspension of use of recreational areas will be levied by the Board.