

MAPLE FORGE

A peaceful community of beautiful homes



Covenants and Design Standards

STATE OF GEORGIA, COUNTY OF HALL

THIS REVISED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, made and published this 14th day of July , 2006, by **The Maple Forge Owners Association Inc.**, of Hall County, Georgia a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Hall County, Georgia, as shown and delineated by a plat of survey of the same by Farley Collins & Associates, Engineers, which plat is recorded in the office of the Clerk of Superior Court of Hall County, Georgia in Plat Book 104, Pages 124 and 125. **WHEREAS**, it is to the best interest, benefit and advantage of said owners as well as to the benefit, interest, and advantage of each and every person who shall hereafter purchase and acquire any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the lot owners of said subdivision herein named, and each and every subsequent owner of every lot therein, the said **Maple Forge Owners Association** does hereby establish, promulgate and publish the following protective covenants to all of said lots, the terms of which, shall bind all persons hereafter owning said lots, or any of them. These covenants shall be effective immediately upon recording of this instrument in the office of the Clerk of Superior Court of Hall County, Georgia, and shall run with the land and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this date. At the expiration of said period, these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a "majority" of the then owners of the lots of MAPLE FORGE is recorded agreeing to change and modify said covenants in whole or in part.

1. LAND USE AND BUILDING TYPE: All of the lots in said subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one, detached, single-family dwelling, which shall not exceed two stories in height above the ground. Erection of garden houses, gazebos, or other decorative type buildings may be permitted upon submission to and approval of plans by the Architectural Control Committee. No halfway homes nor communal living homes are allowed.

2. RESUBDIVISION OF LOTS: No subdivision lot may be subdivided into building plots of lesser size than the original lot. A part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

3. LAND USE: Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, modular home, basement, tent, shack, garage, barn, or any other outbuilding. No residence of a temporary character shall be permitted under any circumstances.

4. ARCHITECTURAL CONTROL: No "new" building shall be erected, placed or altered on any lot in Maple Forge Subdivision until the building plans, specifications, plot plans, site plans and landscape plans have been approved in writing by the Architectural Control Committee (as hereinafter defined) as "THE ACC", its successors, and assigns. Approval or disapproval by the Architectural Control Committee shall be based upon conformity and harmony of external design, general quality, and size of the proposed building with the "existing standards" of Maple Forge Subdivision and standards imposed by the within restrictive covenants including the provisions contained in the attached Guidelines and Design Standards (EXHIBIT "A") or subsequent changes approved by The Maple Forge Homeowners Board of Directors. Approval or disapproval by the ACC or Board of directors shall also be based upon the proposed location of the building with respect to the topography of the lot and the finished ground elevations and "harmony with surrounding homes" .

5. MISCELLANEOUS: No trailers (other than for temporary construction purposes) nor tractor trailers(for permanent parking) will be allowed on subdivision lots. Boats and campers must be covered and out of sight. No gate, columns, walls or fences shall be erected or placed along the "front lot line" of any subdivision lot unless the design or location conforms to and is in harmony with the design and construction of existing appurtenances. "No" chain link fences are to be placed on any lot line. All playground equipment shall be placed at the rear of the dwelling. Garbage containers, clothes lines, boats, and campers shall be placed or stored in a location so as not to be visible from the street. No structure (other than roof top mounted antennas no more than 15 feet in height) designed for the purpose of receiving television or radio broadcast signals, including without limiting the generality of the foregoing, satellite receiving dishes or antennas, shall be permitted on any lot whether temporarily or permanently. No structure, with the exception of mail boxes, shall be erected between the front lot line and the street.

6. LANDSCAPING: Upon completion of construction the new dwelling , the lot owner shall complete the landscaping of said lot in accordance with the provisions hereof which shall include the clearing of all debris, stumps, and any other unnatural foliage. All driveways leading from the street shall be paved.

7. BUILDING LOCATION: All buildings erected on said lots shall conform to the minimum set-back lines, as indicated on the recorded subdivision plat, prepared by Farley Collins and Associates and as may be required by any valid zoning ordinance established by any Governmental authority.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. NUISANCES OR OFFENSIVE TRADE: No noxious or offensive activity (ex. loud music, barking and unleashed dogs, public fighting, sale of illegal drugs, etc.) shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and not kept permanently on curbside.

10. ANIMALS, POULTRY & LIVESTOCK: No animals, poultry or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are "not" kept, bred or maintained for any commercial purposes. Leash Laws must be followed; animals allowed to run loose will be subject to action by *Animal Control*.

11. ENFORCEMENT: Violations or attempted violations on the part of any owner, his heirs, administrators, executors, and assigns, during the term of these restrictions shall afford the MAPLE FORGE HOMEOWNERS ASSOCIATION *as well as any other person or persons owning lots in said subdivision*, a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either to restrain violations or to recover damages, or both.

12. RENTALS: There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes. However, it is not intended by this restriction to prohibit owner from renting a room in any dwelling located upon a lot in the subdivision, which dwelling is occupied by the owner continuously during the period of the lease term, nor shall it prohibit the renting or leasing of an entire dwelling by the owner.

13. SEVERABILITY: Invalidation of anyone or more of these covenants by conflict of existing state or local law or statute or a judgment of any court having jurisdiction of the subject matter shall in no way affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

14. TERM: These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs, and executors, and all persons claiming under them for the full period of twenty years from the date these covenants are recorded in the office of the Clerk of Superior Court of Hall County, Georgia. At the expiration of said period, these covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots of MAPLE FORGE is recorded agreeing to change and modify said covenants in whole or in part. During the original term of twenty years these covenants may be modified by an agreement in writing between THE MAPLE FORGE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS and a majority of the then lot owners of Maple Forge, but such modifications shall be effective only upon recording thereof in the office of the Clerk of Superior Court of Hall County, Georgia.

15. HOMEOWNERS ASSOCIATION: The owner of a lot, by virtue of owning property subject to this declaration, shall be a member of an homeowners association, to here after be known as the MAPLE FORGE HOMEOWNERS ASSOCIATION provided however, that any person or entity who holds any such interest merely as security for the performance of any obligation (lean holder), shall not be entitled to membership. All lot owners are entitled to vote (one vote per lot owned) at the annual homeowners meeting, or on any matter called to vote, by the duly elected Board of Directors. Immediately upon the recording of these covenants in the office of the Clerk of Superior Court of Hall County, Georgia "The Maple Forge Homeowners Association" shall assume all functions of the elected offices of the "**Board of Directors**" of **Maple Forge Homeowners Association**. **The Board** shall be responsible for, but not limited to, the "business affairs" of the Association, the performance of maintenance functions of common areas, oversight of maintenance of existing homes and structures and enforcement of said restrictive covenants as set fourth in the Covenants here in contained. In addition, the Maple Forge Homeowners Association shall have the power to assess each lot owner in said subdivision to effectuate the purpose of said association spelled out above, and all such assessments owned by any lot owner to the association shall constitute a "lien" against the property of such owner, provided, however, that such lien shall be inferior and subordinate to the right, title and interest of any person or entity who holds an interest in any such parcel merely as security for the performance of an obligation of the owner. It shall be incumbent upon the "*purchaser of any parcel*" to ascertain whether or not the parcel to be acquired is subject to "lien" held by the owners association for the non-payment of any such assessment and the failure by any such purchaser to make such inquiry shall not affect the validity of such lien. The owners association shall respond promptly to any inquiry by any prospective purchaser and any such purchaser shall be authorized to rely upon a written response from the Board of Directors as to the extent of the information stated therein. (copy of covenants, or amount of lien).

The ARCHITECTURAL CONTROL COMMITTEE also referred to as "THE ACC" shall be enforcer of all rules, regulations and design standards as set fourth in these covenants pertaining to "NEW" constructions or additions, etc. The ACC shall be subject to the Board of Directors.

MAPLE FORGE HOMEOWNERS ASSOCIATION

by _____ President

by _____ V. President

by _____ Secretary

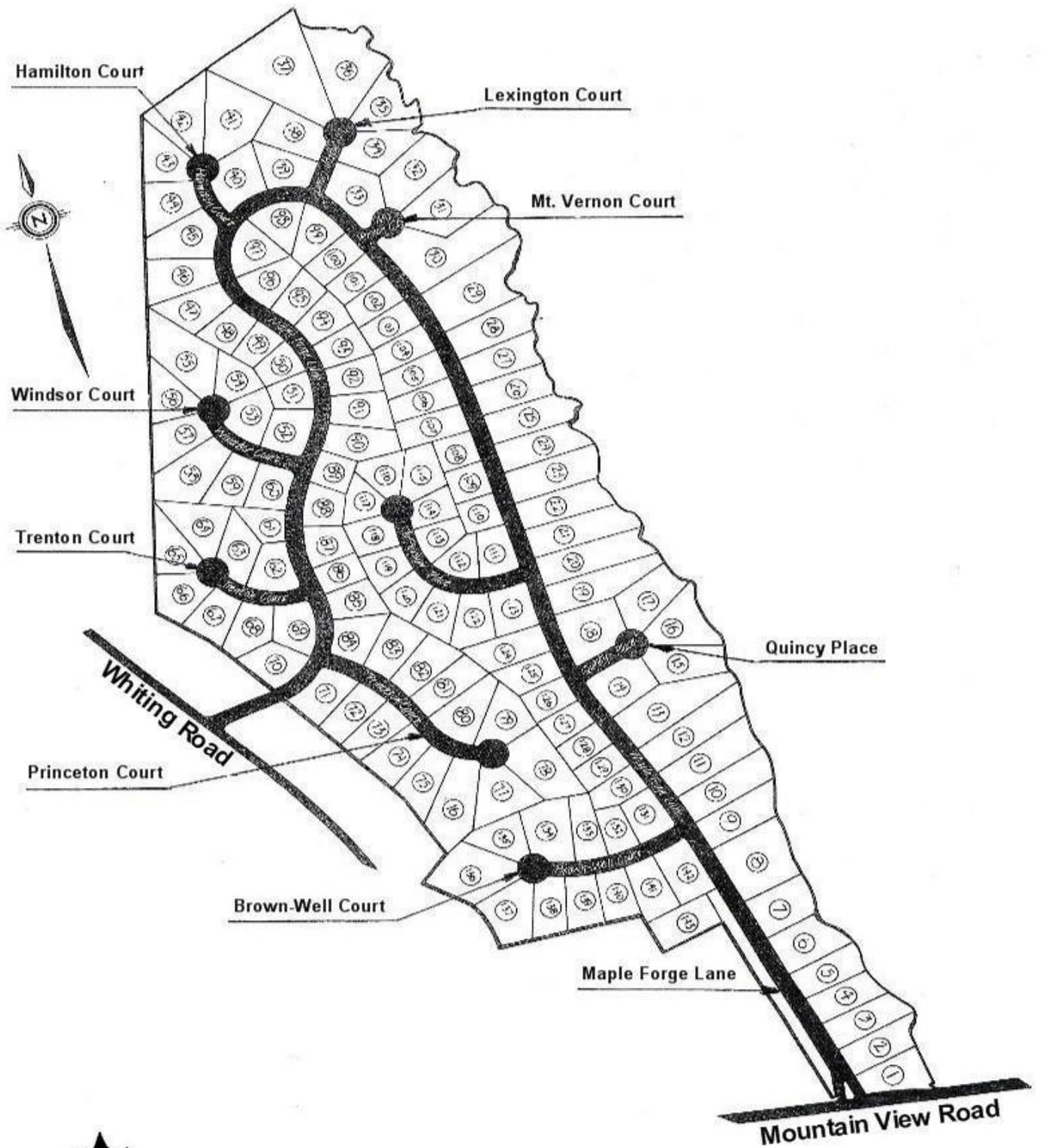
by _____ Treasurer

Dated: _____

Witnessed by

Subscribed and sworn to before me on (Date) _____

Notary Public, (COUNTY) _____, (State) _____
my commission expires _____.



MAPLE FORGE

A Community of Beautiful Homes

EXHIBIT "A" GUIDELINES and DESIGN STANDARDS

TABLE OF CONTENTS

SECTION I pg. 6----- General Requirements

SECTION II pg 7 ----- Architectural Control Committee (ACC)

SECTION III pg 7 ----- Approval of Plans

SECTION IV pg 9 ----- Site Placement, Tree Preservation

SECTION V pg 9 ----- Building Setback

SECTION VI pg 9 ----- Height and Density Limitations

SECTION VII pg 10 ----- Lot Size

SECTION VIII pg 10 ----- Off-Street Automobile Parking

SECTION IX pg 10 ----- Sign Regulations

SECTION X pg 10----- Mailboxes

SECTION XI pg 10 ----- Home Occupations

SECTION XII pg 10 ----- Street, Drives, and Curbs

SECTION XIII pg 10 -----Service Screening, Storage Areas

SECTION XIV pg 10 ----- Landscaping

SECTION XV pg 10 ----- Exterior Finishes ----- New Roofing color or type

SECTION XVI pg 11 -----Visibility at Intersections

SECTION XVII pg 11 -----Corner Lots

SECTION XVIII pg 11 ----- Mechanical Equipment, Roof Projections

SECTION XIX pg 11 ----- Maintenance

SECTION XX pg 11 ----- Boating Equipment , Motor Homes, Campers ,etc.

SECTION XXI pg 11 -----Interpretations of Certain Terms and Words

SECTION XXII pg 11 ----- Definitions

SECTION I - General Requirements

A. Other Codes - Whenever the requirements of these restrictions conflict with or differ from the requirements of other applicable codes, zoning resolutions, restrictions or covenants, the provisions which require more restrictive standards shall govern.

B. Temporary Structure - No temporary building or structures shall be permitted on any lot provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as possible and cause no inconvenience to the general public. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended unless a variance is granted by the Architectural Control Committee .

C. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with the regulations of these Guidelines and Existing Standards and amendments thereto.

D. Non-Waiver - The failure of the BOARD OF DIRECTORS or the ACC to enforce any restriction, covenant, condition, or requirement contained in the within Guidelines and Design Standards and Declaration of Protective and Restrictive Covenants, attached hereto, shall “ not “ constitute a waiver of any right to enforce such provision or any other provision contained in any of the above-enumerated documents.

E. Non-Liability and Indemnification - Neither the Maple Forge Board of Directors nor the ACC(defined in section II) nor any member thereof, nor the respective heirs, successors or assigns of any of the foregoing individuals or entities shall be held liable for losses, damages, claims, or expenses (including attorneys fees) or anyone whomsoever, by virtue of or arising from action or inaction taken by them in connection with submitted plans and/or specifications, including, without limitation, mistake in judgment or approval or disapproval thereof. Every person submitting plans and/or specifications to the ACC or the Board of Directors and the owner of the lot or lots to which such plans and/or specifications relate, agree that such party or parties will not bring any action or suit against the Board of Directors nor the ACC, its members, agents or employees, by virtue of any losses, damages, claims or expenses (including attorneys fees) arising from or related to action or inaction taken by Them in connection with submitted plans and/or specifications including, without limitation, mistake in judgment, or approval or disapproval thereof. Further, every person submitting plans and/or specifications to the Board or ACC and the owner of the lot or lots to which such plans or specifications relate, hereby agree to indemnify and hold harmless the Board and the ACC, its members, agents from any losses, damages, claims or expenses (including attorneys fees) incurred by said indemnified parties in connection with submitted plans and/or specifications, including, without limitation, mistake in judgment or approval or disapproval thereof.

F. Interpretation - Any matter, condition, or material not defined herein or any matter requiring interpretive clarification shall remain a matter of discretion on the part of the MAPLE FORGE BOARD OF DIRECTORS and/or the ACC.

G. Enforcement - Failure to obtain necessary approval from the MAPLE FORGE BOARD OF DIRECTORS and/or ACC will constitute a violation of the Declaration of Restrictive Covenants attached hereto, and can require modifications or removal at the expense of the owner.

H. Variances - The MAPLE FORGE BOARD of DIRECTORS and the ACC reserve the right to vary at any time from the procedures established herein, upon good cause shown. Variances must be applied for in writing, with a complete description and explanation.

I. Amendment - The ACC, with the approval of the Board of Directors , may alter, repeal or amend the ACC Rules and Regulations.

SECTION II - Organization -Architectural Control Committee (ACC)

- A. Composition of the Architectural Control Committee (ACC) - The ACC shall be composed of five (more or less) Individuals (depending on the needs of the community), as set forth in the Attached Covenants and the by-laws.
- B. Design Coordinator - The ACC “may” appoint a Design Coordinator to act as liaison between applicants and the ACC. The responsibility of the Design Coordinator is to assist applicants in assuring compliance with rules and procedures for the purpose of eliminating unnecessary expense or duplication and providing the simplest and most efficient path to completion of construction.
- C. All meetings required or contemplated by the ACC shall be scheduled by the Design Coordinator “if “so appointed.

SECTION III - Approval of Plans

A. GENERAL REQUIREMENTS:

- 1. **NO “NEW”** Construction or exterior alteration of any building or other improvements including fences, walls, signs and other aboveground structures may be initiated or begun without *written* approval of the plans and specifications for such construction or alteration by the ACC, and until a building permit has been obtained from the City of Gainesville.
- 2. A “Request for Plan Approval Form” is attached at the back of the covenants (Appendix III).
- 3. The ACC encourages inquiries concerning the use of these Guidelines and Design Standards and will assist in any way to interpret the Guidelines and Design Standards.
- 4. Applications for approval hereunder are to be submitted in triplicate to the ACC at this address:

TO: Maple Forge Architectural Control Committee

Gainesville, Georgia 30504

- 5. Prints submitted shall have a white background. Two sets of the submission will be retained by the ACC. Approval of the plans and specifications by the ACC. shall be by two (2) sequential submissions:
 - a. Schematic Design Phase
 - b. Construction Document Phase
- 6. Submission must be made in the order indicated and written approval of each submission must be obtained from the ACC before a subsequent submission on the same project will be considered.
- 7. The ACC will review all submissions only for conformance with the overall objectives of the development and for compliance with the within Guidelines and Current Design Standards and attached Declaration of Protective and Restrictive Covenants.

B. Schematic Design Phase

- 1. The "Schematic Design Phase" is a presentation of the design concept illustrating the scale and relationship of the project and its components. For this phase, the applicant is encouraged to present simple sketches to illustrate this.
 - <<<<<Required documents include the following>>>>>:**

 - a. Site plans showing adjacent and nearby roads, views, natural features worthy of preservation, wooded areas, desirable existing trees, proposed driveways, walls and screens, terraces, utilities and utility easements, driveway intersections, streets, parking areas, maneuvering areas, sidewalks, property lines, scale, a North arrow, setback lines, and existing and proposed grades. Site plans should include methods of controlling storm drainage and disposition of storm pipes and precautions taken to protect adjacent property owners with regard to silt control.
 - b. Landscape plan - Conceptual plans for landscaping must be presented in the preliminary submittal to include planned changes to existing vegetation or geographic conditions. Landscaping must be designed in such a way so it does not define lot lines.
 - c. Floor plans showing major dimensions and openings, plus heated square footage. (2000sq.’ min. unless other wise approved by the ACC)
 - d. Elevations indicating major construction materials.

- 2. ACC Action** - Following review of preliminary drawings, the ACC will:
- Conditionally approve in writing the drawings with requirements for changes to be included in the working drawing submittal or,
 - Disapprove in writing the drawings as submitted; and
 - Return the set of drawings and the ACC's comments to the applicant. Should the Owner object to the decision of the ACC, he may submit a letter outlining his basis for objections and if the ACC deems necessary and appropriate, a meeting will be scheduled among the Owner, his architect, designer or builder and the ACC.
 - All decisions of the ACC are final.

C. Construction Documents Phase

1. The "Construction Document Phase" is the further development of the approved Schematic Design submission, and sets forth in detail and in final form the requirements for the construction of the entire project. Required documents include the following:

- Completed Site Plan and details showing exact location of all improvements.
- Complete Working Drawings.
- Specifications. Including heated square footage (2000sq.' min. unless other wise approved by the ACC.)
- Samples of exterior colors and materials.
- Any other information as may be required by the ACC in order to insure compliance with the requirements contained herein and in the attached Declaration of Restrictive Covenants.

2. ACC Action - After a decision has been rendered by the ACC, it will either:

- Approve, in writing, the items submitted, in which case the applicant may proceed with construction; or
- Conditionally approve, in writing, the items submitted, in which case the applicant must revise the items submitted to comply with the stated conditions and file the revised items with the Design Coordinator and receive final written approval from the ACC prior to commencing construction; or
- Disapprove, in writing, the items submitted, in which case the applicant will be required to re-submit new plans as requested by the ACC. Disapproval of submitted material shall be by majority action of the ACC in its sole discretion, and shall be premised upon a finding that the proposed work would not be in compliance with the within Guidelines and Design Standards and the Declaration of Protective and Restrictive Covenants attached hereto. Should the Owner wish to have the ACC reconsider its disapproval, he may submit a letter outlining his basis of appeal; and if the ACC deems it necessary and appropriate, a meeting will be arranged among the owner and/or his architect, designer or builder, and the ACC. In all cases, the decision of the ACC is final and binding upon all parties, and
- Return one set of drawings, together with the ACC's decision and requirements.

3. Approval of submissions by the ACC or Board of Directors (whichever is applicable) *does not* relieve the applicant of the responsibility of obtaining all other necessary approvals and permits from various agencies and authorities, and from complying with all other applicable codes and ordinances.

D. Construction

1. Time period - Upon receipt of final approval from the ACC, the Owner to whom the approval is given shall as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction. In all cases, work shall be commenced within **one year from the date of such approval**. If there is failure to comply with this paragraph, then the approval given shall be deemed revoked unless the ACC has given written permission for an extension of time for commencing work. All work, including landscaping, must be completed within one (1) year after commencement, except in instances of "force majeure". (ACT of GOD)

2. Alterations During Construction - Alteration from the approved plans and specifications during construction, require prior written approval of the ACC. (See Form Appendix I)

3. **Workmanship** – All workmanship affecting the exterior appearance of a structure must be completed in a good and workmanlike manner that is consistent with acceptable industry standards.

4. **Inspection** - Upon completion of the work as proposed by the drawings, specifications and other submissions approved by the ACC, the Owner shall notify the ACC in writing for final inspection. The ACC will inspect the property and notify the Owner within a reasonable time following the next meeting of the ACC, indicating its acceptance or notify of deficiencies requiring corrective action. Periodic inspections during construction may be made by members of the ACC. Deficiencies requiring corrective action will be communicated in writing and a time period will be established by the ACC within which such deficiencies must be corrected.

E. Additions or Alterations After Completion

1. Approval Required - Any additions or alteration to any structure, or with respect to landscaping, after completion thereof, requires **written approval** of the ACC.

2. If a Design Coordinator is involved - The Design Coordinator should be contacted to determine if the addition or alteration(s) as submitted is consistent with approved guidelines for the area. If so, he/she may approve, in writing, the plans without ACC review. The Coordinator or ACC member (which ever is applicable) will advise the applicant of ACC approval or disapproval and what information is needed for ACC review.

SECTION IV- Site Placement, Tree Preservation

A. All buildings and landscape elements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees (as defined in attached Appendix IV) and other natural features will be preserved.

B. Desirable trees shall include those which are not diseased or damaged and which are at least 6 inches caliper at a point 12 inches above the ground. Dogwood and Redbud trees, which are at least 2 1/2 inches caliper at a point 12 inches above the ground are also to be considered desirable.

C. Natural features which shall be preserved wherever possible include rock formations, creeks, waterfalls, ponds, scenic areas and the like.

D. No desirable trees or natural features shall be removed or destroyed in any parcel of property prior to the final approval by the ACC of plans, specifications and other submissions unless written permission has been obtained for such from the ACC.

E. All desirable trees within the tree protective zone shall “not “be cut, otherwise damaged or destroyed, except as in accordance with these requirements or as permitted in writing by the ACC. The tree protective zone shall correspond with that portion of the lot covered by the front, side and rear yard requirements as established in this manual, except that trees within five (5) feet of a building foundation wall shall not be included within the zone.

F. Trees which are not to be preserved, are to be removed in a manner that will not damage those trees which are to remain. Trees which are to remain and which have become damaged during the clearing operation must be repaired in an approved manner as soon as final clearing has been completed.

G. Trees which are to remain shall be adequately protected from damage or destruction during the building process by suitable boxing, barricades or fencing. Stock piles of earth will not be permitted within branch spread. Burning shall not be allowed where damage to trees will result.

SECTION V - Building Setback

A. For the purpose of complying with local zoning restrictions, Maple Forge Subdivision will be considered in the Residential I (R-1) District and all improvements located therein shall meet or exceed all of the requirements for that district. Minimum set back from centerline of street for front yard: *All streets*, 55 feet. Minimum set back: side yard, 10 feet; rear yard, 25 feet. See also, page 11, section XVII “Corner Lots”

SECTION VI- Height and Density Limitations

A. No building shall hereafter be erected or altered so as:

1. To accommodate or house a greater number of families than one;

2. To occupy a greater percentage of lot area; or

3. To have narrower or smaller rear yards, front yards, side yards, courtyards or other open spaces, than herein required; or in any other manner contrary to the provisions of these Guidelines and Standards and attached Declaration of Protective and Restrictive Covenants.

SECTION VII - Lot Size

A. No lot, even though it may consist of one (1) or more adjacent lots of record, shall be reduced in size so that, the lot width or depth, front, side or rear yards, lot area per family or other requirement of these Guidelines and Standards and attached Declaration of Protective and Restrictive Covenants is not maintained

SECTION VIII - Off-Street Automobile Parking

A. There shall be at least two (2) parking spaces provided on each lot for each residence.

B. There shall be “no” permanent on-street parking.

SECTION IX - Sign Regulations ... All signage shall be of a type approved by the ACC, or city ordinance.

SECTION X - Mailboxes

A. Mailboxes, and all necessary housing structures therefore, shall be of a type approved by the ACC...The cost of which shall be borne by the respective owners.

SECTION XI - Home Occupations

A. No home occupations, except as defined in Section XXI-J hereof, may be established in a dwelling located in Maple Forge Subdivision.

SECTION XII - Street, Drives and Curbs

A. Whenever curbing and/or street paving is damaged or removed in the course of construction of a residence, it shall be replaced with material as near to the original as possible. The resulting surface shall be as smooth and continuous as economically feasible. The cost for such repair shall be born by the builder and/or owner. Damaging or removing said curbing and/or street paving. Any curb break shall be made in a way that will not create any undue damage either in entering or leaving the street. The replacement apron shall be similar to the color and finish of the existing curb and have a smooth transition to the curb line.

SECTION XIII - Service Screening, Storage Areas

A. Garbage and refuse containers shall be concealed and contained within the building, or shall be concealed by means of a screening wall of a material similar to and compatible with that of the building. These elements shall be integral with the concept of the building planning and in no way attract attention because of their unplanned character. They shall be located in the most inconspicuous manner possible.

B. Unless specifically approved by the Board in writing, no materials, supplies or equipment shall be stored in any area on a site except in a closed building, or behind a visual barrier screening such areas so that they are not visible from the neighboring properties or public streets.

C. No woven metal or **chain link fencing** shall be used without written approval of the Board/ACC. Satisfactory screening will be required where such fencing is allowed. (landscaping or screening)

SECTION XIV - Landscaping

A. Every site on which a building shall have been placed shall be landscaped in accordance with plans and specifications submitted to and approved by the ACC. Landscaping as approved by the ACC shall be **installed within (90) ninety days of occupancy** or completion of the building, whichever occurs first

SECTION XV - Exterior Finishes

A. Exterior Materials

1. Finished building materials shall be applied to all sides of a building which are visible to the general public and to occupants of other buildings, including visible foundation walls.
2. Concrete block and prefabricated metal exposed to the exterior (including metal roofing) shall not be acceptable .
3. Although non-traditional styles of design are discouraged, if approved by the ACC, the material selected shall be in keeping with that style.

B. Exterior Colors

1. All exterior colors including that for roofing materials, shall be harmonious and compatible with colors of *other* buildings in the vicinity and the natural surroundings.
2. The general overall atmosphere of color shall be natural, muted earth tones. Accent colors may be used if approved by the ACC. The color of the roofing material shall be compatible with that of the exterior of the house, and other homes/buildings in the surrounding area.

3. Change in “Originally Approved” paint color, exterior wall materials or new roofing color or type, must be approved by the Board of Directors (use Form APPENDIX V)

SECTION XVI - Visibility at Intersections

A. No planting, structure, fence, wall or "obstruction of vision" shall be placed or maintained within the triangular area formed by the intersection of street right-of-way lines and a straight line connecting points on said street lines, each of which is a minimum of twenty-five (25) feet distant from the point of the intersection.

SECTION XVII - Corner lots

A. The "side yard" building set back requirements for corner lots along the side street line (55ft.) shall have an extra width of ten (10) feet. Accessory buildings, if approved by the ACC, shall observe all setback requirements.

SECTION XVIII - Mechanical Equipment, Roof Projections

A. All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the general public or occupants of other buildings. If concealment within the building is not possible, then such utility elements shall be concealed by screening approved by the ACC.

B. Mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the buildings.

C. Underground utility lines throughout the subdivision shall be used .

D. No transformers, electrical, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building but same shall be placed on or below the surface of the land and where so placed shall be adequately screened from view.

E. Large items such as air conditioning, ventilating or other mechanical equipment must be screened or enclosed in such manner as to mask such equipment. If this is impossible or impractical, elements shall be organized in an orderly manner in accordance with written approval of the ACC, Projections shall be compatible with or match the building.

F. Builders / Designers must make every effort to combine vent stacks whenever possible to minimize roof projections.

SECTION XIX - MAINTENANCE

A. Each owner shall be responsible for keeping his/her building site (whether or not improved), buildings, roofing, landscaping, improvements etc. and appurtenances in a safe, clean, neat and orderly and repaired condition and shall have removed any rubbish or trash of any kind which may accumulate on the premises. Rubbish and trash shall *not* be disposed of on the premises by burning in open fires. Maintenance and Appearance enforcement is the province of the Maple Forge Board of Directors.

SECTION XX - BOATING EQUIPMENT , MOTOR HOMES, CAMPERS

A. All such equipment shall be "screened" and stored behind front house line and not visible from street.

1. No on street parking rule shall be enforced ("see" Section VIII B.)

SECTION XX I - Interpretations of Certain Terms and Words

A. Except as specifically defined herein, all words used in these Guidelines and Standards and attached

Declaration of Protective and Restrictive Covenants have their customary dictionary definitions. Unless otherwise expressly stated, the following words shall have the meaning herein indicated.

1. Words used in the present tense include the future tense.

2. Words used in the singular number include the plural and words used in the plural number include the singular.

3. The word "person" includes an individual , a firm, association, organization, partnership, corporation, trust , as well as a company.

4. The word "lot" includes the word "plot" or "parcel".

5. The word "building" includes the word "structure".

6. The word "shall" is mandatory, not directory.

7. The word "used" or "occupies" as applied to any land or building shall be construed to include the words, "intended, arranged or designed to be used or occupied".

8. The word "may" means optional not mandatory.

SECTION XXII - Definitions

- A. Building:** Any structure attached to the ground having a roof supported by columns or by walls and, intended for shelter, housing or enclosure of persons, animals or personal property.
- B. Building, Accessory:** A building subordinate to the main building on a lot and used for purposes incidental to the main or principal building and located on the same lot therewith.
- C. Building, Principal:** A building in which is conducted the principal use of the lot on which said building is situated. In any residential district any structure containing a dwelling unit shall be defined to be the principal building on the plot on which same is situated.
- D. Building, Height Of:** The vertical distance measured from the grade to the highest point of the coping of a flat roof; to the deck line of a mansard roof; or to the mean height level between the eaves and ridge of a gable, hip or gambrel roof. Grade is defined as the average elevation of the ground on all sides of a building.
- E. Building Setback Lines:** Lines establishing **the minimum allowable distances between buildings** located upon subdivision lots and subdivision lot property lines. Covered porches, whether enclosed or not, *shall* be considered as part of the building.
- F. Center Line of Street:** The line surveyed and monumented by Maple Forge or applicable governmental authorities, or if a center line has not been surveyed and monumented, it shall be that line running midway between the outside curbs or ditches of the street. -
- G. Curb Break:** Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.
- H. Dwelling, Single-Family:** A building designed or arranged to be occupied by one (1) family only.
- I. Family:** Any individual, or two (2) or more persons related by blood or marriage, or a group of not more than five (5) persons excluding servants, who need not be related by blood or marriage, living together in a dwelling unit.
- J. Home Occupations:** Any use, occupation or activity conducted entirely within a dwelling by residents thereof, which use is clearly incidental and secondary to the use of the dwellings for residence purposes and does not change the character thereof, and in connection with which there is no display, no stock-in-trade nor commodity sold or stored on the premises, and no person not a resident on the premises is employed specifically in connection with the home occupation. Provided further, that no mechanical equipment is installed or used except such as is normally used for domestic purposes, and that not more than twenty-five (25) percent of the total floor space of any dwelling is used for such home occupation. Home occupation shall include the use of premises by a physician, dentist, lawyer, clergyman or other professional persons for consultation or emergency treatment, but not for the general practice of the profession. (See Section XI).
- K Lot:** A parcel of land occupied or capable of being occupied by a use or building, together with the customary accessories and open spaces belonging to the same.
- L. Lot Depth:** The mean horizontal distance between front and rear lot lines.
- M. Lot, Double Frontage:** Any lot, other than a corner lot, which has frontage on two streets.
- N. Lot line, Front:** The front property line coincident with a street right-of-way line.
- O. Lot of Record:** A lot which is part of a subdivision ,a plat of which has been recorded in the records of the Clerk of Superior Court of Hall County; or a parcel of land, the deed of which has been recorded in the same office.
- P. Lot Width:** The distance between side lot lines measured at the front building line.
- Q. Major Street:** An existing or proposed street or highway designated as a major street on the Official Map of Maple Forge.
- R. Parking Space:** An area having dimensions of not less than three hundred (300) square feet to be used exclusively as a temporary storage space for a private motor vehicle.
- S. Story:** That portion of a building comprised between a floor and the floor or roof next above. The first floor of a two-story building shall be deemed the story that has no floor immediately below it that is designed for living quarters or for human occupancy.

- T. Street:** A dedicated and accepted public right-of-way which affords the principal means of access to abutting properties.
- U. Structure:** Anything constructed or erected, the use of which requires more or less permanent location on the ground or which is attached to something having more or less permanent location on the ground.
- V. Yard:** A space on the same lot with a principal building, open, unoccupied, and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.
- W. Yard, Front:** An open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way and the front line of the building projected to the side line of the lot.
- X. Yard, Side :** An open, unoccupied space on the same lot with the principal building ,situated between the Building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.
- Y. Yard, Rear:** An open, unoccupied space on the same lot with a principal building extending the full width of the lot and situated between the rear line of the lot and the rear line of the building projected to the side lines of the lot.

**APPENDIX I
REQUEST FOR CHANGE IN DESIGN OF
EXISTING BUILDING OR PROJECT**

Name of Building or Project: _____

Company or Association Name: _____

Individual Representative Name: _____

I/We hereby request the following change(s) in the design or exterior appearance of the above building or project.

Describe changes desired, Section of Guidelines Design Standards and/or Declaration of Protective and Restrictive

Covenants affected and attach new plans if appropriate: _____

Received by ACC, Signature _____ Date _____

Disposition: _____

Remarks: _____

**APPENDIX II
INSPECTION REPORT**

From: Maple Forge Architectural Control Committee

To: Owner, or Builder _____

We have on this date noted the following discrepancies in your property with respect to Section _____ of the Guidelines and Design Standards and Declaration of Protective and 'Restrictive Covenants: _____

We recommend the following action be taken: _____

**APPENDIX IV
LIST OF DESIRABLE TREES**

“Other” desirable trees may be submitted for approval

- | | |
|---------------------------------|--------------------------------------|
| 1. Flowering Peach..... | Prunus persica |
| 2. Flowering Cherry..... | Prunus kwanzan |
| 3. Dogwood..... | Cornus florida |
| 4. Crab Apple..... | Malus floribunda |
| 5. Weeping Cherry..... | Prunus subhirtella pendula |
| 6. Ginkgo (male only)..... | Ginkgo biloba |
| 7. Tulip Poplar..... | Populus tulipifera |
| 8. Magnolia..... | Magnolia grandiflora |
| 9. Maple..... | Acer palmatum |
| 10. Sweet Gum..... | Liquidambar styraciflua |
| 11. Pine..... | Pinus taeda, virginiana |
| 12. Oak..... | Quercus phellos nigra |
| 13. Thornless Honey Locust..... | Gleditsia triacanthos Inermis |
| 14. Willow..... | Salix babylonica, Matsurlana tortuos |
| 15. Cherry Laurel..... | Prunus caroliniana |
| 16. Crepe Myrtle..... | Lagerstroemia indica |
| 17. Holly..... | Ilex opaca, burfordi |
| 18. Winged Elm..... | Ulmus alata |
| 19. Sycamore..... | Platanus occidentalis |
| 20. Red Maple..... | Acer rubrum |

All trees must be balled, bur lapped and planted. with proper planting soil, a long-lasting fertilizer, mulched and properly staked.

The following list of trees are not acceptable in Maple Forge Subdivision.

- | | |
|-------------------------|----------------------------|
| 1. Lombardy Poplar..... | Populus nigra Var. Italica |
| 2. Black Locust..... | Robinia pseudoacacia |
| 3. Black Cherry..... | Prunus serotina |
| 4. White Poplar..... | Populus alba |
| 5. Honey Locust..... | Glenditsia triacanthos |
| 6. American Elm..... | Ulmus americana |
| 7. Box Elder..... | Acer negundo |

Planting of any trees not included in the above "List of Desirable Trees" shall require the written approval of the ACC.

APPENDIX V

Request for Change of “Existing” Paint Color, Siding etc. of Existing Home or Building

Home Owner(s) or Representatives Name _____

Address: _____

Telephone _____ Cell # _____ Other _____

I/We request the following change(s) in the exterior appearance (ex. siding, paint, brick, stucco, roof etc.) of the above home or building from its originally approved color or materials.

Describe changes desired and attach new plans (if appropriate) new paint chip, brick, stucco or siding or shingle sample.

Received by Board of Directors, Signature _____ Date _____

Disposition: Approved ____ Not approved ____ Date _____ Signature _____

Remarks _____

