

**Magnolia Ridge Homeowners Association, Inc.**  
*GOVERNING PROVISIONS*  
*Regarding the Formation, Powers and Duties of an*  
**ARCHITECTURAL CONTROL COMMITTEE**

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<p><b>Georgia Property Owner's Association Act</b> <b>Official Code of Georgia Annotated (2017)</b> Title 44 Chapter 3 Article 6</p>
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**§ 44-3-231.**

(a) Except to the extent prohibited by the instrument and subject to any restrictions and limitations specified therein, the association shall have the power to:

(3) Grant or withhold approval of any action by one or more lot owners or other persons entitled to occupancy of any lot if such action would change the exterior appearance of any lot, or any structure thereon, or of any other portion of the development or elect or provide for the appointment of an **architectural control committee** to grant or withhold such approval.

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<p><b>Articles of Incorporation</b> <b>Magnolia Ridge Homeowners Association, Inc.</b></p>
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**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and **architectural control** of the residence Lots and Common Area within that certain tract of property described as:

All that tract or parcel of land lying and being in Fayette County, Georgia and being known as Magnolia Ridge Subdivision.

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**Magnolia Ridge Subdivision, Unit One  
Residential Declaration of  
Protective Covenants, Conditions and Restrictions**

**ARTICLE II**

**DEFINITIONS**

4. **COMMITTEE**. The term shall mean and refer to the **Architectural Control Committee**.

**ARTICLE IV**

**PROHIBITED USES AND VARIANCES**

Section 1. **Land Use and Building Type**. No site shall be used except for residential and recreational purposes. When the construction of any building is once begun, work thereof shall be pursued diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the **Committee** upon each lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Section 2. **Nuisances**. No Owner, Lessee, Licensee or Occupant shall create a nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate on any real property and no odors shall be permitted to emanate so as to render any of said real property unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to any Owner, Lessee, Licensee' or Occupant thereof. No property shall be used in such a manner as to create a nuisance to others, such as but not limited to vibration, sound, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic and non-toxic matters.

Section 3. **Property Maintenance, Repair of Buildings**. All lots, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in accordance with all health, fire, police and governmental requirements and in such a manner as to prevent their becoming unsightly, i.e., by reason of unattractive growth or the accumulation of rubbish or debris thereon. No building or improvement shall be permitted by its Owner, Lessee, Licensee or Occupant to fall into disrepair, and each such building or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 4. Right of Entry. During reasonable hours and subject to reasonable security requirements, Grantor, its authorized representative and the **Committee** shall have the right to enter upon any lot and any building or other improvement constructed thereon, for the purpose of ascertaining compliance with this Declaration. Any such entry shall constitute an authorized entry, and Grantor, its authorized representatives or the **Committee** shall not be deemed guilty of trespass by reason thereof. In the event that said Owner, Lessee, Licensee or Occupant fails to comply with any or all of these protective covenants within thirty (30) days after written notice thereof, Grantor, its authorized representatives and the **Committee** shall have the right, privilege and license to enter upon any lot or any portion thereof and make any and all corrections or improvements that may be reasonably necessary to comply with these Protective Covenants, all at the sole cost and reasonable expense of such Owner, Lessee, Licensee or Occupant. Such cost shall be paid by owner, Lessee, Licensee or Occupant to the Association within thirty (30) days after receipt of notice of the amount due. Any payment not made within said thirty (30) days shall become a lien upon such lot.

Section 5. Variations. Grantor reserves and shall have the sole right to grant reasonable variances from the provision of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances, in the sole opinion of Grantor, shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

Section 6. Additional Protective Covenants. No Owner, Lessee, Licensee or Occupant, without the written consent of Grantor, may impose any additional Protective Covenants on any part of Magnolia Ridge Subdivision.

## ARTICLE VI

### DEVELOPMENT STANDARDS

Section 1. Building Setback Lines.

A) Buildings. Buildings shall not be placed closer than the minimum setback lines shown on recorded plats.

B) Fences. No fence of any kind shall be placed or constructed nearer to the front property line than the rear corner of the residence.

C) Eaves, Steps, Etc. For the purpose of these Protective Covenants, swimming pools, decks, uncovered porches, patios, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a structure to encroach upon another lot.

Section 2. Governmental Rules. In the event governmental rules and regulations are more restrictive than these Protective Covenants, said rules and regulations shall prevail.

Section 3. Buildings and Other Structures.

A) Approval. Prior written approval of the **Committee** is required before the commencement of construction of any building, structure or other Improvement.

B) Construction. After commencement of construction of any building on, or any improvements to, any lot, the Owner, Lessee, Licensee or Occupant so commencing such construction shall diligently pursue the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner, Lessee, Licensee or Occupant of any lot on which buildings or improvements are being constructed shall at all times keep all streets and rights-of-way contiguous to said lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of any buildings or improvements on such lot.

C) Building Materials. The exterior of every dwelling shall be finished with either vinyl siding, brick, stucco or stacked stone, or a combination of such materials.

D) Dwelling Size. The minimum square footage of the living area required for residential dwellings shall be 1,800 square feet for a one story and 2,000 feet for a two story, with a two story dwelling having at least 1,200 square feet of heated living area on the main floor. Certain lots with R40 zoning require a minimum square footage of 2,000 feet for a one story dwelling and 2,200 feet for a two story dwelling. Zoning requirements regarding the required square footage of homes will prevail over this Declaration unless this Declaration contains a more restrictive provision.

E) Garages. Each single family unit shall have a functional two car garage attached to the residence the door of which shall remain closed when the garage is not in use.

F) Roof Color and Pitch. All roofs must be either a charcoal, weatherwood or slate color. Roof pitches must be approved by the **Committee** pursuant to Article VI herein and cannot be modified after approval by the **Committee** without further review and approval by the **committee**.

G) Garbage and Refuse Disposal. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on all sides visible from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

H) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they

are not allowed to wander or roam about the neighborhood. Such pets, when outdoors, shall be under leash control of the owner or their agent.

Section 4. Temporary Structures and Outbuildings; Recreational Vehicles. No structure of a temporary character, tool or storage shed, barn or other outbuilding of any type shall be located on any lot at any time, unless approved in writing by the **Committee**. Boats, motorcycles, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall such vehicles be visible from the street which runs in front of the property.

Section 5. Utility Connections and Television Antennas-Satellite Dishes. All dwelling connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be underground from the proper connection points to the dwelling in such a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the **Committee**. No satellite dishes of any nature or kind exceeding eighteen (18") inches in diameter shall be permitted on any lot.

Section 6. Landscaping.

A) Landscaping Plans. The front yard of every lot shall be sodded with Bermuda grass prior to occupancy of the dwelling or within thirty (30) days of the substantial completion of the dwelling, whichever date shall first occur. Minimal areas in the yard may be used as "pine islands" or other landscape design themes; however, all areas of a yard adjoining a public right of way must be sodded.

B) Maintenance. All landscaping shall be maintained in an attractive, sightly and well-kept condition and in accordance with the approved plans. In the event such landscaping is not so maintained, the Association shall notify the owner in writing by certified mail that said landscaping is not being properly maintained. If such maintenance is not effected by the Owner within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of maintaining, restoring or repairing said landscaping. The costs incurred by the Association in maintaining such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the cost incurred plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a materialman's lien on real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any site except one sign per lot of not more than four (4) square feet advertising the property for sale.

Section 8. Sidewalks. The builder of any dwelling within the subdivision shall construct a sidewalk which shall run continuously along the entire road frontage of the front yard of such dwelling. All sidewalks shall be constructed of concrete and shall be forty eight (48") inches in width.

Section 9. Parking.

A) Compliance With Law. Each Owner, Lessee, Licensee or occupant shall comply with all governmental requirements.

B) Parking. No automobiles, trucks, vans, buses, motorcycles, motorhomes or any other vehicles of any nature or kind shall be allowed to park on any street within the subdivision. All vehicles owned by the Owner, Lessee, Licensee or Occupant of any home within the subdivision must be kept within the garage attached to such home. All garage doors must be kept closed when not in use. No commercial vehicles, including vans, trucks and buses shall be kept on any property within the subdivision. "Commercial Vehicle" shall be defined as any vehicle having more than a three-quarter (3/4) ton hauling capacity or having more than four wheels.

C) Driveways. All driveways and parking areas shall be constructed of concrete. Any other material must be specifically approved by the **Committee**. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the **Committee**.

Section 10. Air Conditioning Compressors and Other Mechanical Equipment. All mechanical equipment and air-conditioning compressors shall be stored within the garage or screened from the street which runs by the property by a vegetative wall consisting of shrubbery and bushes of reasonable height and density as determined by the **Committee**.

Section 11. Mail Boxes. All mailboxes within the subdivision shall be identical in, size and design as specified and required by the developer of Magnolia Ridge Subdivision.

Section 12. Fence Size and Material. All fences must be of a wood, brick, stucco or stone material. No chain link fences shall be allowed (except enclosing a retention pond area). All fences shall be a minimum of five (5') feet in height and shall not exceed six (6') feet in height.

Section 13. Clotheslines. No clotheslines or other laundry cleaning or drying devices shall be erected or placed in any front, rear or side yard areas.

## ARTICLE VII

### ARCHITECTURAL REVIEW

Section 1. The Committee. The **Architectural Control Committee** shall be composed of three (3) members. The current membership shall consist of Dan V. Stinchcomb, Scott Stinchcomb, & Francis Stinchcomb. A majority of the **committee** may designate a

representative to act for it. Neither the members of the **Committee** nor its designated representative shall be entitled to any compensation for services performed pursuant to the protective Covenants. The **Committee** shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, any plans submitted in writing to the **Committee**. Upon the resignation of any member, the remaining **Committee** members shall appoint a new member.

Section 2. Submission Of Plans. Before commencing the construction or alteration of any building, enclosure, fence, or any other structure or improvement on or to any lot, the Owner, Lessee, Licensee or Occupant of such lot shall first submit one (1) complete set of architectural plans to the **Committee** for its written approval, disapproval or approval with modifications as hereinafter provided.

Section 3. Approval: Content Of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any lot until plans have been submitted to and approved in writing by the **committee**. Such plans shall include the following:

A) Architectural Plan. Floor plans, elevation drawings of all exterior walls, roof plan, and the location of the air conditioning compressor; and,

B) Description of Exterior. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs and doors.

Such plans shall be submitted in writing over the signature of the Owner of the lot or his authorized agent and shall be accompanied by the request of such Owner or Agent for the approval of said plans.

Section 4. Basis for Approval. Approval shall be based, among other things, on adequacy of site dimensions, adequacy of site drainage, conformity and harmony of external design with neighboring structures (similar colors and/or front elevations within close proximity shall be discouraged), relation of topography, grade and finished ground elevation of the site being improved to that existing or intended for neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans to the purpose and general plan and intent of the Protective Covenants. The **Committee** shall not arbitrarily or unreasonably withhold its approval of such plans.

Section 5. Failure to Approve: Deemed Approval. If the **committee** fails to approve, disapprove or approve with modifications, such plans within fifteen (15) days after the same have been submitted in writing to it, it shall be conclusively presumed that it has approved said plans, subject, however, to compliance with the Protective Covenants contained herein.

## ARTICLE X

### LIMITATION OF LIABILITY

Section 1. Plan Approval. Neither the Grantor nor its successors or assigns nor the **Committee** nor any member thereof shall be liable in damages to any Owner, Lessee, Licensee or Occupant or their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or nonenforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, Lessee, Licensee, Occupant and their successors and assigns, by acceptance of a Deed, waives and releases the right to bring any action, proceeding or suit against the Grantor, the **Committee** and all members thereof to recover damages.

Section 2. Construction. Where plans are approved by the **Committee**, or any change or modification thereto, such approval shall be deemed to be strictly limited to an acknowledgment of consent by the **Committee** to the improvements being constructed in accordance therewith, and shall not in any way be deemed to imply any warranty, representation or approval by the **Committee**, the Grantor, its successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.