

**Section 6. Unsightly or Unkempt Conditions and Nuisances.** 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 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 thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any Property adjacent to the Lot. All landscaping material including, but not limited to, trees, plants, dirt, mulch, pine straw, rocks, etc., shall be screened or concealed from view of neighboring Lots, Common Property and any public roadway or the street on which the named material is located. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the major 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. The interpretation and enforcement of this Section shall be the responsibility of the ARC.

**Section 7. Property Maintenance.** The Lots within Smokerise Plantation will be maintained in a manner that is in the opinion of the ARC, pleasant in appearance when compared to the Majority of the houses in the Community. The driveways, walkways and roofs shall be kept clean and in good repair or condition. The lawns of Lots shall be kept mowed year-round. No unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly object shall be allowed to be placed or remain anywhere on the Property.

**Section 8. Architectural Standards.** The Association has established the Architectural Review Committee to exercise the architectural review powers set forth herein and Exhibits hereto. The intended purpose of the ARC is to ensure that all residences, other buildings and landscaping constructed, erected, placed, or installed in the Community shall be substantially the same in terms of quality, workmanship, materials, and appearance. All Owners of Smokerise Plantation are required to comply with the architectural standards herein and the decisions made by the ARC. Submission of architectural plans, material samples, or any pertinent information that may be required as part of this Declaration shall be made by personal delivery to any member of the ARC or by mailing the same by United States Mail to the Architectural Review Committee at the following address:

PRESIDENT, SMOKERISE PLANTATION HOMEOWNERS' ASSOCIATION, INC.,  
ADDRESS ON FILE WITH SECRETARY OF STATE, STATE OF GEORGIA.

No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of any Lot or Property unless and until the plans, designs and specifications showing the nature, kind, shape, height, materials, and location shall have

been submitted in writing to and approved by the ARC. The ARC may promulgate written guidelines for the exercise of this review. The ARC shall be the sole arbitrator of such plans and may withhold approval for failure to comply with any requirement of this section or the construction in general. The ARC shall also be entitled to stop any construction in violation of these restrictions.

In the event the ARC fails to approve or to disapprove in writing such plans, designs, specifications and locations within sixty (60) days of submission, the foregoing shall be deemed approved. However, any and all activity commenced pursuant to such plans, designs and specifications shall be consistent with such plans, designs and specifications. Peachtree City Code Enforcement shall be notified in writing of all ARC decisions. Any disapproved plans or requests will be done so in writing with full explanation to the owner.

The following, non-inclusive list of standards, applies to the construction on and ongoing maintenance of any Lot or Property within Smokerise Plantation:

(a) Square Footage. The area of the main structure, exclusive of garage, decks, covered walks, porches and finished or unfinished basement areas, shall have a minimum area of:

- Three thousand (3,000) square feet for a one (1) level residence
- Three thousand two hundred (3,200) square feet for a split-level residence and
- Three thousand four hundred (3,400) square feet for a two (2) story residence.

(b) Exposed Materials. It shall be the responsibility of each Owner to ensure that no structure shall be constructed so as to leave any masonry blocks or walls exposed to view.

(c) Chimneys. All chimneys shall be faced with brick, siding, shingles, stone or stucco except where such chimney is not visible from public rights-of-way or any adjacent Lot.

(d) Additions to Property. No addition to a house shall be made unless the exterior material is the same, similar or compliments the original structure and is approved by the ARC.

(e) Commencement and Completion of Construction. The exterior of all structures must be completed within two (2) years after the construction of same has commenced as represented by the date of issue of the building permit, except where such failure to complete is caused by strikes, fire, national emergency, act of God or other causes beyond the control of the Owner. All construction shall be of quality workmanship and material utilized substantially the same or better than those generally existing in Smokerise Plantation and subject to the approval of the ARC. Any lack of compliance with this subparagraph shall empower the Association to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the common areas and services paid for as a common expense in order to enforce such compliance.

(f) Driveways. All driveways shall be a minimum of ten (10) feet in width and have a surface treatment of concrete, asphalt, blacktop or other material authorized by the ARC.

(g) Front Yard Groundcover. All Lots shall have a minimum of five thousand (5000) square feet of sod or other approved landscape plan in the front yard. Said sod shall be installed before a final city inspection and certificate of occupancy is issued.

(h) Mailboxes and outdoor fixtures. All mailboxes serving any Lot shall be approved by the ARC. This Section also governs, but is not limited to, driveway entrance pillars, statues, fountains, waterfalls, ponds, exterior sculptures, flags, artificial vegetation, all which are also subject to inspection and approval by the ARC.

(i) Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written approval of the ARC and in no event shall any aboveground pool be permitted on any Lot.

(j) Utility Lines. Except as may be permitted by the ARC, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as may be required during construction.

(k) Tree Removal. At all times, tree removal shall be in compliance with any and all local ordinances and laws. Additionally, no trees that are more than six (6) inches in diameter at a point twelve (12) inches above the ground shall be removed without the prior written consent of the ARC. The ARC shall have the sole approval regarding live, healthy tree removals for new construction except within the foundation lines of the approved house.

(l) Elevations of the Land. No changes in the contours or elevations of any Lot shall be made without the approval of the ARC.

(m) Fences/Gates/Walls. No fence, gate or wall of any kind shall be erected, begun, or permitted to remain upon any portion of a Lot unless and until plans are submitted to and approved by the ARC. Fencing between any street and the setback lines shall be a maximum height of four (4) feet. Materials shall be of wood, wrought iron, brick, stone, or other synthetic materials approved by the ARC. With regard to synthetics, the ARC may request an example of at least one (1) panel, including at least one (1) post, all rails and pickets that would constitute one (1) panel. The decision to accept or reject any synthetic material shall be final and shall constitute a rejection of that product by that manufacturer for use anywhere in the Community. Chain-link fences, except when used for tennis courts, are not permissible. Fencing, gates or walls behind the setback line shall be a maximum of six (6) feet with the exception of swimming pool and tennis court fences. Materials for tennis court fences may be a chain-link and painted a color approved by the ARC. Regulation windbreaks are permitted in conjunction with tennis courts. The location of swimming pools and tennis court fences shall be subject to approval by the ARC.

(n) Antennas, Satellite Dishes, TV Microwave, Solar Panels, etc. All exterior antennas, including but not limited to, television antennas, citizen band radio antennas, cellular telephone antennas, and TV microwave antennas are prohibited everywhere in the Community. Satellite dishes measuring no more than eighteen (18) inches in diameter may be installed in the

Community. No solar panels or energy conservation equipment or attendant hardware shall be constructed or installed on any Lot or Property without prior written approval of the ARC.

(o) Holiday Decorations. Any and all outside holiday decorations visible to the Community must be limited to public display for a reasonable period of time before and after the respective holiday. Christmas decorations may be displayed from November through January of the subsequent calendar year. Except as otherwise specified herein, the ARC shall be the sole arbitrator to determine the reasonable period of time for holiday decorations. The ARC shall also be the sole arbitrator to assess purely aesthetic considerations for any and all holiday decorations and shall be entitled to stop and/or remove any violations of these restrictions.

(p) Signs. No sign of any character shall be displayed or placed upon any part of the Property, except for the following: One (1) "For Sale" sign which shall be well designed and well constructed and not to exceed four (4) square feet in size and referring only to the premises on which displayed. SIGNS SUPPORTING AN ISSUE OR CANDIDATE FOR ELECTION ARE PERMITTED IN ACCORDANCE WITH THE PEACHTREE CITY MUNICIPAL CODE AND ALL STATE AND LOCAL LAWS. ALARM COMPANY INFORMATION SIGNS ARE PERMITTED PROVIDED THEY DO NOT EXCEED FORTY (40) SQUARE INCHES. SIGNS ANNOUNCING ASSOCIATION MEETINGS MAY BE PLACED.

**Section 9. Clotheslines, Garbage Cans, Woodpiles, Dirt, Mulch, Etc.** All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened or concealed from view of neighboring Lots, Property, and Common Property and the street on which the named item is located. All debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. All landscaping material, including but not limited to, dirt, mulch, pine straw, rock, etc., shall be screened or concealed from view of neighboring Lots, Common Property, and the street on which the named material is located. In the event an Owner receives a delivery of any landscaping materials (i.e. dirt, mulch, pine straw, rock, etc.) and is unable to conceal the materials, said materials shall be dispersed, removed or concealed in accordance with the architectural standards and this Section herein within fifteen (15) days from the date Owner receives the materials.

**Section 10. Subdivision of Lot and Outbuildings.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No structure of a temporary character, trailer, shack, carport, garage barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property, at any time, either temporarily or permanently, except with written ARC approval. Temporary children's play structures are excluded from this Section.

**Section 11. Setback.** No building shall be erected upon any Lot in Smokerise Plantation that extends beyond the minimum setback lines as shown on said Plat and as prescribed by the zoning and building ordinance of the County of Fayette, Georgia.

**Section 12. Local Ordinances.** Notwithstanding the provisions herein, all use of Property within the Community is subject to and will be in compliance with the ordinances of

Peachtree City, Georgia, and all other governmental entities having jurisdiction over the Community. Any decisions or opinions of the Board and the ARC shall be in compliance with such ordinances.

**ARTICLE VII**  
**Insurance and Casualty Losses**

**Section 1. Insurance for Common Property.** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Georgia and holding a rating of A+ or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be