

The following things have changed from the current Covenants and Bylaws:

Overall, there is updated language and less legal loopholes from the current documents, which were made in 1987. Since the documents have been upgraded, they are digital and searchable for easy reference.

Bylaws

- The members of the Preserve can serve on the Falcon Hills board.
- Addressed that the Preserve will have a vote only on items that affect them, which are assessments and the common property. They will not need to vote on any Falcon Hills restrictions, which do not affect them. The Preserve will be included to vote on items unless it is on Covenant restrictions. The Preserve will vote on items that concern the assessments and common property. **3.2**
- Voting by members, and actions taken without a meeting by members or the Board, may be done so by electronic means (such as via the internet or email) subject to such rules as may be passed by the Board, and in compliance with the Georgia Electronic Records and Signatures Act. **2.14**
- Board members must sign an 'Agreement to Serve' before being allowed to take their seat on the Board. **3.4**
- To qualify to serve on the Board, an owner must not be delinquent in the payment of any assessments, or otherwise be in violation of the governing documents. **3.1**
- Compensation to board members for improvements to the common property as long as an estimate is given where the cost of labor and materials are separated. **3.12**
- Requires 4 board meetings a year. **3.8**

Covenants

The Preserve

- The members of the Preserve must be current in annual dues in The Preserve and in Falcon Hills to have access to the recreational facilities. **(Found in Article I- permanent recreation member)**
- Defined the relationship between Falcon Hills and The Preserve at Falcon Hills. The Falcon Hills covenants apply to the Preserve only as to assessments and the common property. (amenities) Covenant restrictions requirements will not affect the Preserve. **(Article 3)**
- We request at least one Preserve resident on the Falcon Hills' board, but it is not required. **(Article 3)**

Treasurer/ Money Items

- Owners must give the HOA notice when selling, buying, or renting a home. **(Article 13, Section 12)**
- Made it clearer that annual assessment is not optional regardless of use and must be paid on time. This money grants access to the pool, tennis courts, and playground, any social events, and is also used for landscaping and upkeep of the common properties. **(Article 4, Section 1)**
- Initiation Fees the Association has a right to charge an "Initiation Fee" each time a Lot is sold. This one-time fee could be used as an extra source of revenues to keep down dues increases, or the extra revenues could be earmarked for a reserve fund. **(Article 4, Section 5)**

- **Closing Fees** The Association may charge a fee for providing a “payoff” letter to the closing attorney (*this is provided for in the Act*), along with a provisions that the Association could charge additional reasonable fees and costs (*such as rush fees, ownership transfer fees, fees for providing a copy of the governing documents to the purchaser, and a late charge if the above fees are not remitted within a reasonable amount of time*). (**Article 4, Section 3**)
- **Fines** Added a provision making clear fines are a type of specific assessment and may be collected by levying a Lien. (**Article 13, Section 1**)
- Changing the annual dues amount- This will now require more than a 50% approval by both the Preserve and Falcon Hills to change the dues amount. (**Article 4 Section 4**)

Other

- Add the “playground” to the definition of the “common property” within the covenants. (**Article 4, Section 1**)
- Information on enforcing the covenants. (**Article 13**)
- Arbitration for Lawsuits-The Association may want to consider adding language requiring arbitration in the place of lawsuits regarding any disputes over the covenants between a homeowner and the Association. This would help in avoiding the financial and emotional strain of litigation on both parties. (**Exhibit B**)
- Easements (**Article 12**)
- All owners should inspect the exterior of the Lot & Dwelling every six months. (**Article 5 Section 2**)
- Sets a rental cap for the neighborhood at 7%. All current owners may rent out the property. (**Exhibit A**)

Covenant Restrictions

(Article 7 The restrictions section has been updated and includes new materials. It is mostly the same, but here is the whole section.)

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions, which must be complied with by all Owners and Occupants within Falcon Hills. These use restrictions do not affect the Owners in The Preserve at Falcon Hills and may be amended only in the manner provided in Article XIII, Section 3, regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate rules and regulations further defining and clarifying said use restrictions.

All improvements, construction, and maintenance shall be performed consistent with the Community-Wide Standard to maintain the harmony of the community. This Article shall not apply to improvements to the Common Property by or on behalf of the Association. Each Owner shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration.

No modifications shall be erected, placed, or altered on any Lot, the exterior of a house (or structure) in Falcon Hills until the building plans, specifications and location of such building has been approved in writing by the Board, or its designee, to maintain conformity, harmony of external design, and general quality with the existing standards of the neighborhood.

Section 2. Home Offices. Home offices are allowed under the following conditions:

- a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the building.

- b) The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage.
- c) Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles or other vehicles.
- d) Home office needs should not obstruct access in the street.

Section 3. Signs. No permanent sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except the following: such signs as may be required by legal proceedings; not more than one (1) "For Sale" sign consistent with the Community-Wide Standard, having a maximum area of five (5) square feet; and standard size home security company signs or decals. The Board shall have the right to erect any reasonable and appropriate signs.

Temporary signs may be allowed for a reasonable time frame based on the nature of the sign. Signs for political candidates or ballot proposals, may be allowed without the written consent of the Board, provided that the sign is less than five square feet.

Section 4. Vehicles & Parking. Vehicles within the Community shall first be parked in the Designated Parking Areas, which shall consist of the garage or driveway of the Owner's Lot when possible. Vehicles may be parked in the street as a temporary last resort by the resident, or as needed for brief entertaining of guests pursuant to Cobb County regulations. Campers, boats, and other recreational vehicles must be parked on a hard surface next to or behind the dwelling. Vehicles shall not be parked on the Common Property, except as determined pursuant to regulation by the Board.

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, automobiles, and any other motorized devices that are capable of being ridden.

Section 5. Leasing Restrictions. Leasing within the Community is restricted as pursuant to the terms contained in **Exhibit "A"**, which is attached hereto and incorporated herein.

Section 6. Occupants Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. 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. Dogs which are household pets must be confined to a leash whenever they are outside a Lot. The Owner or Occupants shall pick-up any droppings left by their pet outside of the Owner or Occupant's Lot. Occupants and Owners shall obey all governmental laws regarding pets and animals.

Section 8. Nuisance. 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 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. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. The Board of Directors may pass regulations enumerating specific types and examples of nuisances.

Section 9. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unightly, or unkempt condition on 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. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. There shall be no clotheslines erected on any building lot. No clothing may be hung visible from the street.

Section 10. Satellite Dishes & Antennas. No exterior antennas, satellite dishes or multi-channel multi-port distribution service larger than one meter in length or diameter shall be placed, allowed, or maintained upon any portion of a Lot. All above referenced devices measuring one meter or less shall be installed in accordance with FCC rules and regulations, and shall not be placed in plain view from the street, unless it is the only location that allows for receiving an acceptable quality signal.

Section 11. Gardens. Play Equipment. Etc. No vegetable garden, trampoline, hammock, or play equipment may be placed, erected, allowed, or maintained in front of the main dwelling line on any Lot.

Section 12. Trees. Dead or diseased trees should be removed. Ivy should not be allowed to live on trees for an extended period of time. A living fence made of trees or shrubs may be used in the back yard and in the side yards between homes but may not be placed in the front yard in between the residence and the street so as to enclose the yard. Shrubs against the home are exempt from being a living fence. Trees should not be planted within the county easement area along the street for utility access, which is at most twenty feet, and can vary from one property to the next. This information can be found on a property's recorded plat.

Section 13. Sight Distance at Intersections. All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 14. Flags and Flagpoles. Owners may attach a single temporary or permanent flagpole to the side of their home without approval from the Board or its designee. Patriotic flags, the American flag, or other flags consistent with the Community-Wide Standard, are allowed without approval from the Board or its designee. Any offensive flags are prohibited. Freestanding flagpoles are not permitted in any portion of the Community, except for flags and flagpoles installed by the Association upon Common Areas.

Section 15. Subdivision of Lot. No Lot shall be subdivided, or its boundary lines changed.

Section 16. Alternative Energy Devices. Solar panels or solar roof tiles may be used and anchored to a roof of a residence as long as it is on the back side of the home. All other artificial or man-made devices which are designed or used for collection of or heating by solar energy, or any other alternative energy devices may not be used without a 2/3s affirmative vote of the membership. Small solar lights may be used in the front yard.

Section 17. Fences. Under no circumstances shall any fence be placed, erected, allowed, or maintained closer to any street than the rear of the residence on such Lot. Metal, wood, and wood looking fences may be used in the back yard and facing the street. This includes vinyl and composite materials as long as they are similar to wood in appearance and style. However, any fences running parallel with the street may not be made of chain link unless installed by the Association on Common Property. Stone may be used to make posts for the approved materials listed above but may not be used to make a fence. A thin wire mesh may be used on the inside of wood or wood looking fences as long as it is minimally visible and not chain link. Barbed wire fences, post and wire fences or mesh fences, metal privacy or security

fences, and stackable stones enclosed in wire mesh are strictly prohibited within the community. For restrictions on living fences, see the trees section.

Section 18. Other. Any holiday or celebration decorations may be used for a reasonable amount of time. No retractable awnings may be used on the front of a home. No metal roofs may be used on homes.

Section 19. Detached Structures. No detached structure (even of a temporary nature) shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board or its designee. With Board approval, residence may build one detached structure not to exceed two stories in height for use as a private garage for not more than three cars and living quarters may be installed and maintained. However, a small shed less than 49 square feet does not require board approval as long as it is in the backyard. Sheds may not be located in the front or side yard.

All detached structures must be consistent in design materials and color with the dwelling on the Lot. No trailer, camper, shack, tent, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently. Carports are strictly prohibited. This Section shall not be construed to prevent those engaged in construction from using sheds or other temporary structures during such construction.

Section 20. Above-Ground Pools. Above-ground swimming pools shall not be permitted in the Community.

Section 21. Window Treatments. No foil or other reflective material shall not be used on any windows for such screen, blinds, shades, or for any other purpose, nor shall window mounted air conditioner or heating units be visible from the street.

Section 22. House Construction Requirements.

(a) **House Usage.** All Lots in the tract shall be used for residential purposes only. No structures shall be erected, placed, altered, or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height exclusive of basement, one detached structure not to exceed two stories in height for use as a private garage for not more than three cars and a servant's quarters and other outbuildings incidental to residential use of Lot.

(b) **House Location.** No building shall be located nearer to the front line or nearer to the side street line than building setback lines shown on recorded plat. No building on any Lot shall be located nearer than ten (10) feet to an inside lot line except that the inside lot line restrictions shall not apply to detached garage located one hundred (100) feet or more from the front lot line, in which event no portion of such building shall be less than five (5) feet from the side and rear lines of said Lot.

(c) **House Definition.** Any one story or split-level dwelling on any Lot in FALCON HILLS shall cover a ground area of not less than 1,400 square feet and any two-story dwelling shall cover a ground area of not less than 800 square feet, with a combined footage on both levels of not less than 1600 square feet. Any story and a half dwelling on any Lot in FALCON HILLS shall cover a ground area of not less than 900 square feet with total footage of 1500 square feet on both levels. The square footage mentioned above is exclusive of areas contained in open porches, carports, and garages. No dwelling may exceed two stories in height, exclusive of the basement.

(d) **House External Material.** No concrete blocks either in buildings, walls, or fence posts shall be used above finished ground elevations of residences unless said blocks are covered with brick, stone, or stucco.