

**ARCHITECTURAL STANDARDS AND RULES & REGULATIONS OF  
BROOKSTONE HOMEOWNERS' ASSOCIATION**

**EFFECTIVE JANUARY 1, 2025  
(SUPERSEDES ALL PRIOR VERSIONS)**



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**ACC STANDARDS AND RULES & REGULATIONS FOR  
BROOKSTONE HOA  
A COUNTRY CLUB COMMUNITY**

**1. WHAT ARE THE STANDARDS AND RULES & REGULATIONS AND HOW ARE THEY ENFORCED?**

The ACC Standards are created pursuant to Article X, Section 10.03 of the *Declaration of Covenants, Conditions & Restrictions for Brookstone I, A Country Club Community, Deed Book 4324, Page 484, as amended* (hereby known as the “**CCRs**”). The Standards are policies and guidelines promulgated by the Modifications Committee governing the construction, location, landscaping and design of improvements, contents of submissions of plans and specifications and other information required to evidence compliance with the CCR’s and obtain approval for any improvements to an Owner’s Lot. Requests for approval of improvements are submitted to the Brookstone Architectural Control Committee.

Brookstone Homeowner’s Association’s Rules & Regulations are created pursuant to Section 11.01 of the CCRs, which states that the Board may establish reasonable rules and regulations concerning the use of Lots and Dwellings. Section 11.02 of the CCRs gives the Board the ability to impose reasonable monetary fines for a violation of the CCRs, the Bylaws, or the Rules & Regulations, which shall constitute a continuing lien upon the Lot and Dwelling.

**1.1 Leasing Procedures under the CCRs**

The Leasing of homes in Brookstone is governed by Section 10.23 of the CCRs. If a home is leased, then the Owner must complete the “Leasing Information Form: (See “Exhibit C”) and return it to the Association Manager within seven (7) days of leasing the Lot. The Rental Home – Tenant Info Form requires that the Owner provide the Association with their current mailing address, contact information for the tenant and a copy of the lease. Additionally, all Brookstone leases are required to have the tenant acknowledge receipt of a copy of the Declaration, Bylaws, Architectural Standards and Rules & Regulations of the Association, and contain the obligation of the tenant to comply with these documents. All of the above documents, as well as any other form required by the Association, can be found at our website: [www.Brookstone1HOA.com](http://www.Brookstone1HOA.com). Failure to comply with the Leasing Restrictions outlined in CCR 10.23 as amended, will result in an initial fine of \$250. Failure to comply with this covenant, upon proper notice from the HOA as outlined in CCR section 11.03, may result in daily fines of \$50.

**1.2 Violation Notices, Fines, and Appeal Procedures**

(i) Fine Notice Procedure Pursuant to Section 11.03 of the Covenants.

Any courtesy notices of a violation shall be sent to the owner of the lot or dwelling via US Mail and/or email. The official notifications of violations and fines shall be sent to the owner’s mailing address on file with the HOA via U.S.P.S. Certified Mail with Return Receipt per the requirements in CCR Section 11.03 (and a copy will be sent First Class Mail), which includes the following:

- A. the nature of the alleged violation;
- B. the proposed sanction to be imposed;
- C. that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both;
- D. the name, address, and telephone number of a person to contact to challenge the proposed action; and
- E. that the proposed sanction that shall be imposed unless a challenge is begun within ten (10) days of receipt of the notice.

(ii) Fine Amount for Other Violations.

Fines for any other type of violation, the amount of which is not otherwise specifically listed in these Standards, Rules & Regulations, shall incur a \$25 daily fine. The \$25 daily shall continue to accrue until such time as the violation is corrected or the Board determines that it is in the interest of the association to abate the violation and charge the owner for the actual costs incurred.

Note that fines for violations of Section 5.5: Parking in a non-designated area, and 4.17 Pet ownership violations shall be \$75 per day with no initial fine. These fines shall be assessed, and fine notices issued notwithstanding any other language in this document.

(iii) Notice & Signed Acknowledgement for Abatement performed by HOA.

If the Board, in its discretion, determines that self-help abatement by the Association may be a realistic and appropriate remedy pursuant to Sections 11.04 or 5.02 (b) of the covenants, then the official ten (10) day fine notice (not including any prior courtesy notices) shall include additional language as follows:

- A. A statement that an Acknowledgement and Consent is enclosed or attached with the notice, which allows the Association, or its agents, to enter upon the Owner's property for the purpose of correcting the violation(s) utilizing self-help abatement, and that any related expenses, including reasonable attorney's fees actually incurred, will be considered a specific assessment upon the Owner and Lot.
- B. A statement that if the Owner does not correct the violation(s) or send back a signed Acknowledgement and Consent within ten (10) days from the date of the notice, then subject to any required further notice, the Association may pursue any or all of its remedies, including suspension of member privileges, the levy of a daily fine, and/or filing suit for an injunction.

Sample Form:

Owner Acknowledgement of HOA Abatement & Consent to Enter Property

I, the undersigned, hereby acknowledge the following:

(i) I have received a written notice from Brookstone Homeowners Association, Inc. ("Association"), which outlines a violation or violations of the governing documents.

(ii) If I do not correct the violation or violations within ten (10) days from the date of the notice, the Association may enter onto my Lot to correct the violations, and assess me and my property for all related expenses, including reasonable attorney fees actually incurred.

(iii) The Association or its agents have the authority under the Covenants to enter upon my Lot for the purpose of correcting the violations.

(iv) If the Association or its agents enter upon my Lot, I will not harass or interfere in any manner with the persons who are correcting the violations.

(v) I hereby consent and allow the Association and/or its agent to enter my Lot for the purpose of correcting the violation(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

## 2. THE MODIFICATION APPROVAL PROCESS

### 2.1 Overview

**All ACC approvals are for aesthetic reasons only. The Architectural Control Committee (ACC) is a volunteer committee comprised of fellow homeowners who are appointed by the Board of Directors.** ACC members serve on both the Modifications Committee and the New Construction Committee as those committees are defined in the CCRs. ACC approval is not to be in any way construed as a statement as to the viability of any proposed modification, adherence to current building code or Cobb County ordinances.

Approval by the ACC is in no way to be construed as a guarantee that the approved project is in any way fit for its intended purpose, meets local and state codes, or will meet safety standards. ***Approval or Disapproval is based entirely on the anticipated aesthetic appearance of the project and potential adverse impact to the remainder of the subdivision based on the submitted specifications.*** To preserve the architectural and aesthetic appearance of the development, the ACC reserves the right to grant final approval when the specified project is completed, thus ensuring that what is approved leads to what is done.

Modifications made to any lot or dwelling must be done in a professional and workmanlike manner consistent with the overall development known as Brookstone HOA. **CCR reference Article X, Sections 10.05, 10.07, and 10.08.** Every approval issued by the ACC is **subject to the Conditions of Approval** linked in the header of each ACC Modification Request form on the website. Please review these conditions and share them with all contractors and workers.

### 2.2 Fees for Modification Requests

The fee structure is in place merely to offset the cost of the review process. In general, there is either no fee or a fee of \$25.00. Fees are charged on a per application basis. All fees will be \$25.00, with the exception being if the ACC requires the services of a paid professional. If that service is required during the review process, the Owner will be advised of the extra cost necessitated by their modification request, and the cost of those services will be billed to the submitting owner's lot account. No extra fee will be incurred without the consent of the submitting owner. Take note that the request will be disapproved if the required extra cost services are denied by the submitting owner. **CCR reference 10.05a**

### 2.3 Forms and Approval

Approval shall be obtained by submitting your request on the Brookstone HOA website, [www.brookstone1hoa.com](http://www.brookstone1hoa.com). The Board of Directors shall have the authority to impose reasonable fines and to pursue all legal remedies to enforce the provisions of the CCRs and the decisions of the Architectural Control Committee. [CCR reference 10.05(a)]

Once a valid request for an approval of a modification or improvement to a Lot has been submitted, including any applicable fees, the ACC has 30 days in which to approve or disapprove the request. A valid request is one that is submitted in electronic form and includes complete answers to all questions and attachments such as plans, plats, and photographs which in total provide an overview of the entire project. Please select the correct form for your project and read the header and attachments carefully before submitting your request.

If action has not been taken by the Association's agents within the 30-day period after a valid modification form has been submitted, the request shall be deemed to be approved, provided that the proposed improvements are generally in harmony with the scheme of the subdivision as set forth in the CCR, and the

proposed improvement is not otherwise in violation of the Governing Documents of the Association. [CCR reference 10.05(b)]

For modification requests that require building permits according to Cobb County Building Code (i.e., decks, deck guardrails, retaining walls, porticos, structural modifications, electrical, plumbing and/or HVAC work among others) ACC approval will be subject to the homeowner providing the ACC a copy of their approved permit from Cobb County Building Department prior to commencement of any work. Upon completion of the project, the homeowner will supply the ACC with a copy of the certificate of completion or final stamp from the Cobb County Inspector verifying work has been inspected, completed, and approved. It is the sole responsibility of the homeowner to contact Cobb County to verify said modifications or improvements require permitting, to apply for permits and to receive final approval from Cobb County. Cobb County Zoning Department – Residential Permitting may be reached at (770) 528-2035.

## **2.4 Modification Request Approval**

**ACC APPROVAL SIGN MUST REMAIN POSTED THROUGHOUT PROJECT. Upon approval of your project, the ACC will communicate the approval via the electronic form including any conditions of approval.** Then, the Association Manager, a member of the Architectural Modifications Committee or other designee will post an ACC Approval sign next to your mailbox to signify that the Association has approved your project. This sign must remain posted until your project has been completed. This sign shall state the street address, the approval number, date of approval and title of project which may be handwritten. It shall be comprised of a pre-printed yard sign with steel-wire base. If the approval sign is not returned upon completion of the project and no later than six (6) months after project approval, the owner will be assessed \$25. Lost or stolen signs shall be reported to the HOA immediately. Approval signs may be returned to the Association Manager's office at 5595 Hedge Brooke Drive, or, upon notice of completion, an ACC member may pick up the sign while performing a final review.

## **2.5 Implementation of the Approved Project**

**Approvals are valid for a six-month period. Our CCRs state** *“Construction, reconstruction, or remodeling of all Dwellings shall be completed within six (6) months of the commencement date of said construction, reconstruction, or remodeling. Once such activity is commenced, work shall be continuous and uninterrupted except for weather delays and causes beyond the Owner’s control.”* An application must be resubmitted after six months have passed if the original improvement requested has not been completed. No additional fees will be charged provided the plans have not changed. Note that the ACC may disapprove plans previously approved due to changes in architectural policies for the betterment of the development. [CCR reference 10.05a, 10.05b]

The homeowner must take reasonable steps to ensure that a clean and uncluttered lot is maintained during the construction period. [CCR reference 10.04]

Owners performing any project approved by the ACC which is subject in part or in whole to any provisions of the Cobb County Building Code must provide to the HOA Office with a copy of their Cobb building permit when initiating the project and a copy of the Letter of completion when the project concludes. Once approval has been given, no further approval under Article X of the CCRs shall be required unless construction has not substantially commenced within six (6) months of the approval. However, if the plans of an incomplete project are changed, approval must be requested for the modified plans. In general, there will be no fees associated with this re-approval, unless the ACC determines that the changes are significant and warrant a full review of the project. [CCR reference 10.05]

## **2.6 Failure to obtain approval prior to modification.**

**Failure to obtain approval of a modification that is not specifically covered by this document will result in a two hundred fifty (\$250.00) dollar initial fine.** Failure to comply with any of these requirements as stated above will result in a fine of \$25 a day until the HOA is satisfied that the homeowner is taking all required steps to complete the project as approved. If an owner requests approval upon receipt of notice from Brookstone HOA, the owner shall correct the violation pursuant to the conditions of approval before submitting their appeal of the fines to the Board.



### **3. ITEMS THAT DO NOT REQUIRE APPROVAL:**

**Please note that although the items listed in Section 3 herein do not require prior written approval, Section 10.05(b) provides that the proposed improvements must generally be in harmony with the scheme of the Development as set forth in the Declaration, and that the proposed improvement not otherwise be in violation of the Declaration, the Bylaws, or the Standards and Rules & Regulations.**

#### **3.1 Gardens**

Covenants 10.03 Daily Fine: \$25

Vegetable gardens must be located in the backyard in as inconspicuous a place as possible to not be seen from the street. All gardens (flowers and vegetables) must be maintained free from dead plants and weeds. All beds must be edged.

#### **3.2. Holiday Decorations**

Covenants 10.05 Daily Fine: \$25

May be displayed 45 days prior to the holiday and must be removed within 30 days after the holiday. Decorations must be harmonious with the subject holiday and may not be repurposed across multiple holidays without the express permission of the board of directors.

#### **3.3. Hose Reels**

Covenants 10.05 Daily Fine: \$25

Hose reels or housing for hose reels should be kept in as inconspicuous a place as possible to not be seen from the street.

#### **3.4. Landscaping Minor**

Covenants 10.06 Daily Fine: \$25

Flowers, shrubs, or bushes with a mature height of less than 10' above the ground, may be planted as desired so long as they are spaced apart no less than one-half the mature width of the plant from other plants and the property line. Mature widths and heights shall be according to common reference materials such as the UGA Extension office. Plantings shall not interfere with the line of sight from the street and comply with the laws of the jurisdiction having authority.

#### **3.5. Trash Cans**

Covenants 10.05, 10.13 Daily Fine: \$25

Trash cans and lawn bags should be stored in the garage or in as inconspicuous a place as possible to not be seen from the street. Trash cans are not to be stored in the front yard or side yard between the house and the street and must not to be left in front of the garage.

In the case of outside storage of trash cans, the use of shrubbery or fencing is required to prevent the view of the trash cans from the street. A fence screen shall consist of a wooden fence of an approved style no more than 6' wide by 4' long by 5' tall. The size or style of the fence screening shall be consistent with other wooden fencing on the lot and if no wooden fencing is on the lot, the fence screen must be stained with a natural wood tone. The size or style of the fence screen must be approved by the ACC prior to installation. If the side of the house faces the adjoining street, (such as a corner lot), then the trash cans must be screened by shrubs or fencing on two sides to prevent view from the street.

### 3.6 Antennas, Satellite Dishes

Covenants 10.05 Daily Fine: \$25

In accordance with Federal regulations, antennas and satellite dishes, no larger than one meter in total size, are allowed to be installed by an Owner. The location of the antenna and/or satellite dish should be in the least conspicuous area as possible that will enable a signal quality that meets industry standards, and the ACC may require evidence from a professional installer of this fact.

The homeowner is responsible to maintain the exterior of the Dish and repair or repaint it if it should become worn or disfigured. If and when the Dish is removed, the homeowner must restore that area of the property to its original condition.

Satellite Dishes and Antennas may be used for reception but not transmission. No radio transmission antenna may be erected anywhere on the lot.

### 3.7 Outdoor Lighting

Covenants 10.05 Daily Fine: \$25

- A. **Accent Lights:** Solar lights that are either white or have a blue tint will be allowed. These lights should be placed no closer than five to six feet between adjacent lighting. They should be placed in a manner that is aesthetically acceptable. All lights are limited to no more than 20W equivalent of incandescent bulbs.
- B. **Deck Lights:** These lights will be used to provide down light and are to be installed on the steps and/or inside the railings. These lights should not be directed into a neighbor's window or door. Only white lights will be accepted. All lights are limited to no more than 20W equivalent of incandescent bulbs.
- C. **Mini Spotlights:** will be permitted provided that they are limited to no more than 20W equivalent of incandescent bulbs. They will be allowed for the lighting of feature trees, bushes, or the house. Only white mini spotlights will be accepted.
- D. **Motion detector/security lights:** Lighting equipped with motion detectors for security purposes is acceptable provided they are not directed to a neighbor's window or door.

Any outdoor illumination, which is determined to be a nuisance for adjoining neighbors, is unacceptable and the owner must remediate the issue upon notice from the HOA Board or their designee.

### 3.8 Pruning and Tree Maintenance

Covenant 10.05 Daily Fine \$25

Tree pruning shall be completed to maintain the aesthetics of the tree in accordance with the following documents available on our website in the Document Library; Owner & Tenant Folder; ACC Reference Docs Folder:

1. Keys to Good Pruning per the Arbor Day Foundation
2. Basic Principles of Pruning Woody Plants per Cobb County's UGA Extension

Any pruning which causes damage to a tree that results in blight or poor tree health, may result in a violation of Section 4.12(F) and the owner will be required to obtain ACC approval for abatement.

#### **4. ITEMS THAT REQUIRE ACC APPROVAL:**

##### **4.1. Additional Structures, Permanent**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

Hot tubs, spas, outdoor fireplaces, patios, outdoor kitchens and gazebos may be allowed with ACC approval. Plans must be submitted with the request. All structures must be maintained and kept in good repair and appearance.

##### **4.2. Additions to Main Dwelling:**

###### **Storage rooms, room additions, enclosed patios, decks, greenhouses.**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

Only those additions that are attached to the main house and have been approved by the ACC are allowed. They must be constructed with the same building material as that of the house including but not limited to siding, trim, color, roofing, doors, and windows. Professional plans and pictures must accompany request.

Any change or addition to a deck, patio, porch, balcony, deck railing, or trim requires ACC approval.

All decks bordering the golf course are required to be painted, stained white or the trim color of the house. ACC approval of the color(s) is required.

##### **4.3. Awnings or Canopies**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

ACC approval is required prior to installation. Awnings and Canopies must be professionally designed, manufactured, and installed. They must be a solid color that is aesthetically compatible to the colors on the house and must be maintained and kept in like-new condition. Contrasting trims may be acceptable.

##### **4.4. Basketball Goals**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

No backboard shall be affixed to the house or garage. Freestanding basketball goals or ones mounted on a permanent pole must have a colorless or smoked non-opaque plastic material backboard. The pole must be black or solid gray.

The placement of the goal must be in an area least visible from the street. They are not to be placed in the street or at the street end of the driveway when not in use. The backboard, pole and netting must be maintained in like-new condition.

##### **4.5. Doghouses**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

No more than two doghouses per lot and each with an area of no larger than fifteen square feet or height of four feet tall. The doghouse(s) must be placed in the backyard in an inconspicuous location no closer than 10 feet from the property line. All doghouses must be kept in good repair including but not limited to re-staining or painting when needed. A doghouse shall not be used for storage or any use other than a place of rest for your pet.

#### **4.6. Driveways and Sidewalks**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

Replacement of Sidewalks, Walkways, or Driveways in part or in whole must be approved by the ACC prior to beginning the work. Complete plans must be included in the request.

- A. Driveways must be constructed of concrete.
- B. Driveway aprons may be accented with brick or stone with ACC approval.
- C. Alterations to add an additional parking area should start no closer to the road than the halfway point between the house and the roadway. The new addition shall transition from the existing driveway with a curved shape along the outside edge of the concrete. Any existing concrete pads, patios or walks in the area of the new addition must be removed prior to installing the new parking area. Where possible the new concrete should be doweled into the existing driveway to prevent lateral shift. The new concrete should not be affixed to the foundation of the home unless specified on a plan stamped by a licensed engineer.
- D. Concrete stamping on the driveway apron may be approved by the ACC.
- E. Coloring, staining or dyeing concrete driveways or a front walkway shall not be approved.
- F. All driveways, walkways, patios, and concrete pads must be maintained in good repair and kept stain free.
- G. Driveway painting, coating or skim-coating shall not be approved.
- H. No new driveways from the curb onto the lot shall be constructed. Brookstone is a planned community, and no new street access may be added to any lot.

#### **4.7. Exterior Maintenance**

Covenants 10.05 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

- A. General: The exterior of the main dwelling, as well as all other necessary structures including mailboxes and mailbox posts on the lot, must be properly maintained. This includes peeling paint, mildew problems, roof stains and building repairs that would otherwise detract from the aesthetics of the neighborhood.
- B. Exterior Trim: Exterior Trim boards surrounding windows, siding, doorways, soffits, and other architectural features shall be maintained with paint and caulk. Wooden trim boards showing rot or decay should be replaced.
  - i. Replacement: Replacement trim boards should be of the same size and shape as the existing trim boards. Wooden trim boards shall be treated with an appropriate primer or sealer prior to painting. Acceptable replacement trim board material: wood, wood composites, or PVC. The ACC encourages the use of PVC boards to avoid rot and reduce maintenance. Other materials and composites may be approved by the ACC. Per section 5.13, vinyl siding, vinyl cladding, and vinyl soffit materials will not be approved.

#### **4.8. Exterior Painting**

Covenants 10.05 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

- A. REPAINTING: Any exterior painting, including, but not limited to siding, trim, shutters, and doors must be approved by the ACC prior to application. Pictures of paint samples or Make/Name/Code must be provided for each surface to be painted. You may be asked to paint a small area of the house in an inconspicuous location with the proposed paint prior to approval. This exercise is for the benefit of the owner and to aid the ACC in an accurate review of the palette.

#### **4.9 Architectural Style Change**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

Homes with brick veneer in Brookstone may be painted, lime-washed or stained only with ACC Approval. As a classically styled neighborhood with traditional architecture, our goal is to incorporate the classic painted brick colonial style and maintain a cohesive look throughout the neighborhood. Many homes in Brookstone were built with features and adornments, which were popular at the time of construction, but may not fit the look of the current trend to construct painted-brick, farmhouse-style homes seen in new construction. Owners that wish to create a hybrid architectural style at their home should plan to coordinate the new look with the existing architecture (roof lines, roof color, door styles, windows, landscaping, etc.) or with other modifications to the dwelling (new shutters, doors, windows, light fixtures, etc.) The ACC will review requests for painted brick based on the following considerations:

1. Architectural Style:

Painting, staining, or lime-washing exterior brick presents a change to the architectural style. To be approved, an owner may be required to make other changes to the exterior to adapt the dwelling to the new style. Whitewashing over all architectural elements on the exterior of the dwelling may not be approved as painting alone may not be sufficient to achieve an “as-built”, painted-brick look.

These are some of the items that the ACC will consider in their review:

- a) Brick paint color/style will coordinate with the style and architecture of the house as well as neighboring properties.
- b) Painting the brick must unify conflicting elements or conflicting elements are to be removed or modified.
- c) Repairing brick and mortar will be considered with an eye to restoring the overall condition of the house and supporting the value of the property. Specifically, due to the inability to precisely match new brick and mortar to the old, painting over the repair may restore the façade to a clean, neat, and orderly appearance.

2. Product/Application:

Any brick surface approved to be painted, stained or limewashed by the ACC must meet the following product /process guidelines:

- a) Product must be appropriate for the application such as an elastomeric or mineral masonry paint designed for the application such as Romabio products or equivalent.
- b) ACC to review all repairs or remediation for brick/mortar damage separately from the request for painting the brick. The brick repair project shall be listed as a separate item on the Brick Painting Request form and will not incur a Modification Request Fee.
- c) At a minimum, surface to be prepared per manufacturer recommendations as specified in the request.
- d) Priming and painting to follow manufacturer recommendations for number of coats of primer and paint including application within recommended temperatures and conditions.

3. Process for ACC Approval to paint brick surfaces:

Homeowner the ‘Architectural Style Change Modification Request and provide additional documents as specified in the current “Style Change - Planning Docs / Info” checklist available on the HOA website [www.brookstone1hoa.com](http://www.brookstone1hoa.com).

Note that Stone or Rock finishes shall not be approved painted surfaces.

#### **4.10 Roofing**

Covenants 10.05 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

All roof replacements must be approved. No flat roofs will be permitted. All roofs must be properly maintained and kept clean of mold stains.

Asphalt roofs must be of Architectural Shingle style in a color that coordinates with your paint palette.

Roof 'repairs' require ACC approval. Roof repairs shall not involve replacing more than five percent (5%) of the existing roof. In order to repair a roof, the new shingles must precisely match the old shingles in style and color. New shingles shall be undetectable from the existing shingles as seen from the street or a neighboring property.

No partial roof replacements of more than five percent of the total area of the roof shall be approved.

#### **4.11 Flags and Flagpoles**

Covenants 10.05 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

A reasonable size bracket attached to the home may display the United States Flag, the official Georgia State Flag, as well as seasonal and decorative flags. ACC approval is needed for the installation of a freestanding flagpole. Flagpoles must be placed in the backyard, within the footprint of the residence/house. The maximum height of any freestanding flagpole will be twenty (20) feet. Flags will be permitted up to the size of four (4) feet by six (6) feet. Per section 3.7 Outdoor Lighting, lighting of such flag will not exceed twenty (20) watts. The flagpole color must be silver or white. Flags may not be torn, tattered, faded or controversial in nature. Further, the United States Flag must be displayed consistent with the provisions of the Federal Flag Code.

#### **4.12 Fences**

Covenant: 10.05, 10.17 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

No fence or wall of any kind shall be created, maintained, or altered on any Lot or Home without the prior written approval of the ACC. **A drawing with the placement of the fence in relationship to the house, along with complete measurements, a picture of the fence style and stain color must accompany the ACC request.** The Association is not responsible for confirming that the location of a fence is within the adjoining boundary lines, as such responsibility and liability is that of the owner.

Fences shall comport to the following specifications:

- All fences must have the finished side facing out.
- Fences shall extend from the rear corners of the house toward the side property lines and towards the rear property line. Any deviation from this would require an approved variance.
- Fences shall terminate on their own post at the property line abutting the neighbor's fence.
- No fence shall be placed in the sight line of an intersection or side street.
- Lots with easements may require special additional approval from the authority having jurisdiction. Fences shall not be installed back-to-back. Note that the distance between neighbors' fences must be at least six feet (6') wide and all areas between fences must be maintained free of weeds and yard debris.
- All fences shall run with the grade avoiding 'steps' in the fence top rail.
- Picket fences (Exhibit 'A', items 'F' and 'G') shall have pickets spaced apart by the width of the picket.

**The following types of fences are allowed:**

**A. Wooden Fences** have 7 different approved styles (**See Exhibit “A”**) from which to choose. The style must be in accordance with the height restriction as outlined on the chart in Exhibit “A”. Wooden fences must be left in their natural state or stained a natural wood color. Note that any stain in a green, red, white or black tone will not be approved.

**1.) Golf Course Bordering Lots: Only traditional picket fences and wrought iron style fences are permissible on lots bordering the golf course. Location of fences and fence styles must be approved by the ACC, however in no case, should the pickets be wider than the gaps between them.** Wooden fences bordering the golf course cannot be placed on the golf course easement without the prior written consent of the Brookstone Country Club. When deciding whether to approve a fence on a golf course lot, one of the factors the ACC will consider is whether, in their opinion, the fence obstructs the view of the golf course from adjoining lots.

**2.) Perimeter Road Fencing:** All lots bordering Burnt Hickory Rd., McLain Rd., County Line Rd. and the Brookstone HOA subdivision are only allowed to use the six-foot Shadow Box style that would run parallel to the perimeter road.

**B. Wrought Iron Style Fences** constructed of black, powder-coated aluminum are allowed provided there are no columns or other appurtenances of brick, stone or other material in the fence line. The style must be approved by the ACC.

**C. Invisible Electronic Fences** are allowed with ACC approval. The invisible fence must be installed no closer than 3 feet from any neighboring property line, sidewalk, or curb. Invisible fences must also be installed so there is no possible egress for the animal (e.g., driveway). It is advisable to check with Cobb County regarding the installation of an invisible fence on the county’s right of way. Lot boundaries can be viewed on Cobb County’s GIS website. The ACC strongly recommends a current survey to avoid encroachment.

Requests for the following types of fences shall be disapproved:

- Any chain link fence or any variation thereof. Split-rail design or farm fence (chicken wire/ welded wire / cattle fence). Any fences exceeding six feet tall on any lot. Note that privacy screening in excess of six feet tall should be accomplished through the planting of privacy hedges with ACC approval.
- Privacy walls or partitions. See Section 5.15
- Dog runs or other fences around a limited area of the usable backyard.
- Fences painted in white, or house trim color shall not be approved.
- Fences that are designed with steps to maintain a level run over varied grade shall not be approved.

#### **4.13 Landscaping**

Covenants 10.05, 10.06 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

**A. Major Landscaping:** Plans that call for a change of the grade including filling, clearing and/or excavation of the lot, or that requires machinery or equipment to perform require ACC approval. Changes in grade must not affect drainage on neighboring lots. Major Landscaping plans shall include but not be limited to: clearing, excavation, or digging (including repairs to utility lines) or otherwise increase the impermeable area on the lot.

**B. Grading:** Specific topographical diagrams and details must accompany requests for all grade changes. The ACC has the right to determine the maximum percentage of a lot that can be cleared or graded. Lot Owners may be asked to provide an opinion from a professional, such as an engineer or architect that states that the planned modification will not cause increased drainage onto neighboring lots.

**C. Planting Beds:**

- a. **Mulch / Ground Cover:** All exposed beds are to be covered with pine straw, any commercially available, treated and processed mulch (colors: brown, black or natural). Pine nuggets may be used in flower beds. Use of earth-toned river rock is allowed in limited circumstances, such as for drainage beds.
- b. The following Planting Bed items are not permitted:
  - i. No natural earth is to be exposed on any lot.
  - ii. Mulch / Ground cover in each bed in the front yard or back yard must be consistent unless specifically approved by the ACC.
  - iii. Planting beds are to be defined and maintained free of weeds.
  - iv. Materials such as lava rock, fly ash, crushed limestone, gravel.
  - v. Untreated, ground up tree clippings, rubber tires, white colored stones/pebbles/rocks shall be disapproved.
  - vi. Other types of stone, rock, pebbles, gravel, mulch, fresh wood chippings or other ground cover not specified in this section are disapproved.
- c. **Bed Lining Materials:** planting beds may be lined along the outside edge with stone, brick, or recessed, black or brown metal or plastic edge liners. Note that metal or plastic liners must be recessed into the bed and installed properly per manufacturer's specifications and industry standards. All edge liners must be maintained in a neat and orderly manner that is straight, vertical and free of weeds.

**D. Shrubs/Bushes/Plants:** Plants shall be pruned, watered and kept in a neat and orderly fashion. Bushes and plants should be pruned at least 2-4 times per year to prevent overgrowth. Diseased or dead bushes and plants should be removed and replaced.

**E. Lawns:** must be maintained regularly. Front yard turf shall consist of Bermuda or Zoysia. Fescue shall not be planted in a location visible from the street. Lawns should be mowed weekly during the growing season and maintained at a height of four inches (4") or less. Lawns are to be treated with pre-emergent and post-emergent herbicide for weeds and fertilizer for turf throughout the year to achieve weed free, green appearance in the growing season. Lawns should be watered to prevent browning. Synthetic turf shall not be installed in a location visible from a roadway.

**F. Yard Debris:** Grass clippings, bush cuttings or other landscape debris should not be put in landscape beds or left in homeowner's lot, common areas, or on golf course property.

**G. Edging:** All landscaped beds, sidewalks, driveways, and curbs must be edged and kept trimmed.

**H. Lawn Mower Storage:** Lawn mowers must be stored in the garage or in a temporary, non-permanent storage unit located in an inconspicuous location abutting the rear wall of the house and out of view from the street.

**I. Statues and Free-Standing Items** Statues and free-standing structures, including but not limited to: benches, fountains, bird baths, birdhouses, wagon wheels, water pumps, windmills, animal, and wildlife structures, are subject to ACC approval and will be examined on an individual basis.

**4.14 Tree Removal and Tree Planting**

Covenants 10.05, 10.06 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25



- A. Tree Removal:** Each living or dead tree of a diameter of six inches (6") or greater at a point four feet (48") above the ground shall NOT be removed only upon obtaining ACC approval.
- It is advisable to discuss the specific removal of any trees with immediate neighbors to prevent misunderstandings.
  - Tree stumps must either be ground or removed from the lot once that tree has been cut down.
  - The ACC may require additional trees or planting beds be installed after such removals to maintain the neighborhood aesthetic or to prevent potential erosion issues.
  - Note that your request shall include a landscape plan for the affected area once stump(s) and the fresh wood chips have been removed.
  - Note that owners should consider – with ACC Approval - removing and replacing Sweet Gum, Cherry and Leyland Cyprus trees or other nuisance trees which are invasive and messy. A good reference from the Cobb UGA Extension is available on our website to aid in selecting new plants and trees.
- B. Tree Planting:** Planting of trees with a mature height of more than 10' shall require ACC approval. Trees shall be planted at a minimum: spaced from center-to-center a distance equal to the mature width of each tree and the property line. Sizes to be determined by a common reference source such as materials from the UGA Extension or websites such as [www.fast-growing-trees.com](http://www.fast-growing-trees.com).

#### 4.15 Mailboxes

Covenants 10.03, 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

A maximum of one mailbox per lot is allowed.

- A. Custom Mailboxes:** Custom mailboxes of stone, brick, stucco or other material require ACC Approval. The material used will be the same as on the front of the house. It will conform to the height and width measurements required by the ACC with maximums of 57" high, 29" deep and 33" wide. The minimum/maximum height of the actual mailbox is 44" – 46", measured from the bottom of the box to the street.
- Conservative and tastefully decorative statues of neutral colors may be placed on these structures.
  - Vines may be attached to the structure or post but must not cover the house numbers or the box itself and must be kept neatly trimmed.
- B. Standard Mailboxes:**
- Standard Brookstone mailboxes shall consist of the custom style, black, aluminum post and matching mailbox specified on our website, [www.Brookstone1HOA.com](http://www.Brookstone1HOA.com).
- C. Standard Mailboxes:** Mailboxes at 5809-5816 Brookstone Circle are unique to those lots and are to be maintained as originally designed.

#### 4.16 Outdoor Play Area

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

All playhouses, Swing Sets, Trampolines or other outdoor play structures require ACC Approval prior to installation.

- A. Playhouse:** The intent of this clause is to allow for a children's playhouse that may not be used for storage. Playhouses should be constructed of material from a "kit set" or in materials matching those on the dwelling. Colors to be approved by the ACC. The maximum allowed size shall be 50 Square feet

and the maximum height shall be 8 feet. One doorway/entrance to the playhouse shall be allowed at a maximum width of 2 feet. The playhouse must include at least two windows. The playhouse must be readily removable and at no time built on a concrete slab or foundation. The playhouse must be located directly behind the home, not visible from the street, but no closer than ten feet (10') to any property line.

- B. Swing Sets:** Placed in rear yard only. Located no closer than 10 feet from the house or property line. It must be constructed of wood with natural wood color. Metal play sets or swing sets are not permitted.
- C. Trampolines:** Placed in the rear yard only and in an area that would minimize prominent visibility but not closer than 10 feet to the property line.
- D. Playground Surface:** Surfaces around playground equipment should have at least 12 inches of wood chips, mulch, sand, pea gravel, or mats made of safety-tested rubber or rubber-like materials. Playgrounds should be free of exposed rocks or tree stumps and shall not be located on concrete or other impermeable surfaces as per the National Safety Council. Concrete footings shall be covered for safety.

All of the above items must be maintained and kept in good repair.

#### **4.17 Pets**

Covenants: 10.12 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

- A. No livestock, birds, poultry, or similar animals shall be raised, bred, or kept by any owner upon any lot. No animal deemed vicious, dangerous, or a health hazard is allowed. Pet owners are governed by the Cobb County Ordinance which states animals are required to be on a leash when outside unless contained by a fence structure. Electronic fences do not qualify as fence structures. **Pet owners are responsible for collecting animal waste and disposing of it properly.**
- B. No lot shall be used to commercially breed any animal or be used as a commercial kennel to board or train animals.
- C. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- D. Any pet which endangers the health of any Owner or Occupant of any Lot, or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice.
- E. PIT-BULL DOGS AND POT-BELLIED PIGS ARE NOT ALLOWED TO BE KEPT IN BROOKSTONE HOA.

#### **4.18 Recreational Courts**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

ACC approval is required for construction of any permanent court including, but not limited to, tennis, volleyball, and basketball courts.

#### **4.19 Signs**

Covenants: 10.20 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

- A. All signs, with the exception of the following, must be approved by the ACC.
  - 1) Signs required by legal proceedings.
  - 2) "For Sale" or "For Rent": Not more than one and no more than six square feet in area. Golf course lots are allowed one additional sign fronting on the course.
  - 3) Political signs:
    - a. No more than one and must be no more than six square feet in area.

- b. May not be installed more than ten (10) days prior to election and must be removed within twenty-four (24) hours of the election.
- 4) Trade Signs/Home Improvement Signs/Repair Signs: Limited to only the time the renovation or repairs are being performed on the property.
- 5) Security Signs: A maximum of three Security signs are allowed per property (next to the house and one on either side of the mailbox post).
- 6) No Soliciting signs: A “No Soliciting” sign may be located on the dwelling side of the front walkway in front of landscaping so as to be visible from the roadway. It may be no larger than 16” tall by 20” wide and should clearly state “No Soliciting” in letters large enough for the average person to read it from the street. You may opt to have a sign which includes an exception for children promoting fundraisers as these signs do apply to all solicitors.

B. All signs must be maintained in a neat, clean, and orderly condition.

#### **4.20 Storm Doors and Window Screens**

Covenants 10.05(a) Request Fee: \$25 Initial Fine: \$250 Daily Fine: \$25

The addition of storm doors must have ACC approval. The storm door must be consistent with the trim color of the house. Window screens must be kept in good condition.

#### **4.21 Swimming Pools and Jacuzzi**

Covenants 10.05(a) Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

**No above ground pools are allowed except “kiddie” type, wading pool** up to eighteen (18) inches tall or a diameter of eighty-four (84) inches. Wading pools shall be empty when not in use and stored where it won’t be seen from the roadway. When in use, the wading pool shall be moved frequently to avoid damage to turf.

- 1) Jacuzzi or Hot Tubs shall be installed in an inconspicuous location on an appropriately constructed surface. Privacy should be achieved using hedges or other plantings and should be noted in the request. Requests shall include location in relation to the house and details on the support structure.
- 2) Specific plans for the pool and required fencing must be submitted to the ACC for approval. Pool and equipment houses will be evaluated on an individual basis. The housing must be consistent in material, siding, trim, color and roofing with the main house. Pumps and pool equipment must be kept inside the fencing. The homeowner is responsible for following all local codes/ordinances pertaining to the installation and maintenance of the pool and equipment. All pools must be landscaped so as not to be easily visible from the street.
- 3) Pool construction shall include proper silt fencing and measures to avoid erosion and run-off into neighboring lots. When submitting a request for a new pool, the owner shall consider landscaping, hardscaping, fencing and stormwater flows in their design.

#### **4.22 Estate Sale, Yard / Garage Sales**

Covenants 10.21 Request Fee: \$0; Initial Fine: \$250; Daily Fine: \$25

Yard/Garage sales are limited to the Brookstone neighborhood-wide yard sales. No private yard/garage sales are permitted at any other time. Permission will be granted for an Estate sale for no more than three weekends per year **upon request**. Estate Sales occur within the domicile and not in the yard. Estate Sale signs may be posted on the day of the sale. Requests may be submitted in writing or via email to [Manager@Brookstone1HOA.com](mailto:Manager@Brookstone1HOA.com).

#### **4.23 Well & Septic**

Covenants 10.11 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

Water Wells and Septic Tanks may not be drilled or installed without prior written approval by the ACC. Authorization from Cobb County Health Department and all jurisdictions having authority is required.

#### **4.24 Windows**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

- A. Maintenance: Windows in the dwelling are to be maintained with paint and caulk, in an operational condition with the glass free of cracks, paint, dirt or other substances. Multi-glazed windows must be free of fogging and moisture. Windows with external grids on the inside or outside shall be maintained as per the original style.
- B. Replacement: Replacement windows on the front façade shall be of traditional architecture with regard to size and number of muntins (grid sections). Colonial style grids were included originally for most homes. Other styles of grids may be considered by the ACC.
  - a. Installing different style windows on the rear façade may be allowed (i.e., owners with gridded windows in front may install grid-less windows on the rear of the home).
  - b. When replacing windows, owners are urged to consider energy efficient, dual glazed or triple glazed glass windows as opposed to direct replacements. Acceptable replacement window materials: wood frame, vinyl-clad wood frames, vinyl frame and fiberglass frame. Other materials and composites may be approved by the ACC as technology evolves.
  - c. Glass is to be of clear appearance (not opaque, reflective, or tinted) unless specifically approved by the ACC.
- C. Regarding 'Prairie" Style windows, see section 5.11 – Items that are not allowed.

#### **4.25 Garage Doors**

Covenants 10.05 Request Fee: \$25; Initial Fine: \$250; Daily Fine: \$25

- A. Maintenance: Garage Doors in the dwelling are to be maintained with paint or stain, free from defect, and in an operational condition. Glass shall be free of cracks, paint, dirt, or other substances. Windows on garage doors may be decorated but not covered or blocked by materials such as cardboard, paper, plywood, or other non-architectural material.
- B. Replacement: Replacement garage doors shall maintain the original architectural style with regards to size, color, and style. To change the look of the dwelling by replacing the garage doors with a different architectural style or material will require submission of pictures showing the new garage doors on a home of the same architecture as the subject property or an artist's color rendering of the desired door on the dwelling. The architectural style should match your home's style. Colonial, craftsman, and carriage house styles are common in Brookstone. When replacing garage doors, owners are urged to consider energy efficient, insulated units as opposed to direct replacements. Acceptable replacement garage door materials: steel, aluminum, wood, wood composites, or fiberglass. Other materials and composites may be approved by the ACC as technology evolves.

## **5. ITEMS THAT ARE NOT ALLOWED**

### **5.1 Additional Structures, Permanent**

Covenants 10.04 Initial Fine: \$250; Daily Fine: \$25

No shack, shed, tent, barn, Accessory Dwelling Unit (whether attached or detached), or permanent building will be permitted on any lot.

### **5.2 Animal Housing**

Covenants 10.05, 10.06 Initial Fine: \$250; Daily Fine: \$25

Kennels, Stables, Rabbit and/or Poultry Houses are not allowed on any lot or as part of any dwelling.

### **5.3 Clotheslines**

Covenants: 10.22 Initial Fine: \$50; Daily Fine: \$25

Clotheslines will not be permitted on any property. No outside structure on any lot may be used to dry laundry or towels.

### **5.4 Debris or Toxic Chemicals**

Covenants: 10.13 Initial Fine: \$250; Daily Fine: \$25

Branches, shrubs, grass clippings, lumber, bricks, rocks, stones, compost piles and logs are not allowed to be stored on any lot except for the purpose of being picked up by a professional disposal company. Used oil, toxic chemicals or debris of any sort is not allowed to be buried or disposed of in any manner on any lot.

### **5.5 Motor Vehicles, Trailers, Boats, RV's, Campers & Commercial Vehicles**

Covenants: 10.15 Daily Fine: \$75

- A. All automobiles owned or used by Owners or Occupants, other than temporary guests, and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage so that they become unavailable for parking cars therein. If all available garage bays are occupied by cars, then all additional Owner, Occupant's and Guest's cars must be parked in the driveway. Parking in non-designated areas such as on the grass, sidewalk or parking overnight in the street is strictly prohibited. For the purposes of this paragraph of Section 5.5(a), temporary shall be defined as no more than 8 hours per day and no more than one day out of every seven days. Contractors and service providers shall be exempt from this rule while they are performing their services.
- B. All vehicles parked in the street must be parked on the same side of the street as other vehicles. Lot owners shall ensure that no resident, occupant, temporary guest, contractor, or other service provider shall be parked on the street opposite another vehicle. This shall be referred to as "Same Side Parking Only."
- C. If a home has a third car garage, it may be used to store boats, campers, mobile or motor homes, trailers, tractors, trucks, motorcycles, mopeds, go-carts, and other such vehicles. However, none of these types of vehicles may be stored in two car garages if it displaces an owner's or occupant's vehicle.
- D. Visitor RVs and campers may be parked in a residence driveway on a temporary basis for no more than forty-eight (48) consecutive hours. No RV or camper may be hooked up to any home and no RV or camper may be used as a residence, temporary or otherwise. RV and camper guests must stay inside the Brookstone home. Commercial vehicles must be parked in the garage at all times. They are to take priority over personal vehicles when in competition for garage space.

- E. Perpendicular parking is against Cobb County Ordinances and violators may be ticketed by Police.
- F. Mobile homes, trailers (either with or without wheels), motor homes, tractors, trucks (other than pickup trucks), commercial vehicles of any type, campers motorized campers or trailers, boat or other watercraft, boat trailer, motorcycles, motorized bicycles, motorized go-carts or any related forms of transportation (hereinafter collectively referred to as "Restricted Vehicles") are prohibited from being parked outside, stored outside, kept or allowed to remain outside on or at Brookstone, unless prior written approval of the Board is obtained.
- G. If any Restricted Vehicle is stored outside, parked outside, kept or allowed to remain outside on any portion of the Property in violation of this regulation or otherwise in violation of the Association's rules and regulations, the Board, in addition to all other remedies available to it, may place a notice on the Restricted Vehicle specifying the nature of the violation and stating that after ten (10) days the Restricted Vehicle may be towed and removed from the property. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If ten (10) days after such notice is placed on the Restricted Vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Restricted Vehicle may be towed in accordance with the notice, without further notice to the owner or user of the Restricted Vehicle.
- H. If a Restricted Vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's or occupant's lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required, and the Restricted Vehicle may be towed away immediately. If a Restricted Vehicle is towed in accordance with this regulation, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

### 5.6 Noise

Covenants 10.13 Initial Fine: \$250

In general, exterior sound devices, including but not limited to, exterior speakers, televisions, horns, bells, whistles, or other sound devices will not be allowed with the exception of wind chimes and those required for security and fire alarms.

### 5.7 Nuisances

Covenants: 10.13 Initial Fine: \$250; Daily Fine: \$25

Refrain from creating loud noises or leaving unsightly debris or rubbish on your lot or anything else that would be considered offensive. **Remember to clean up after your pet (both in your yard and on other properties).**

### 5.8 Trade or Business

Covenants: 10.09(a) Initial Fine: \$250; Daily Fine: \$25

No trade or business shall be conducted in a residence. Homes are for residential purposes only; however, the use of a portion of a residence as an office by an owner or tenant shall not be considered a violation, if such use does not create regular traffic, or create a nuisance by sight, sound, or smell, or otherwise violate Section 10.09 of the CCRs.

### 5.9 Tree Houses

Covenants 10.05 Initial Fine: \$250 Daily Fine: \$25

Tree houses are not allowed on any property at any time.

### **5.10 Window Air Conditioning Units**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

The installation or use of window air conditioner units will not be permitted. This includes portable HVAC units having a window or through-wall exhaust.

### **5.11 Non-Compliant Window Styles**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

Prairie style windows are not in alignment with the traditional architectural styles present in our neighborhood and will not be approved upon request.

### **5.12 Alternative Energy Systems**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

Solar Panels and windmills will not be approved for installation on any dwelling or lot.

### **5.13 Vinyl Building Materials**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

Vinyl Siding, vinyl cladding materials, and vinyl fences will not be approved.

### **5.14 Posted Signs**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

No signs shall be posted by HOA members or their guests on any common areas to include the amenities area, entrances, and street signposts throughout Brookstone.

### **5.15 Non-Compliant Fences**

Covenants 10.08 Initial Fine: \$250 Daily Fine: \$25

No privacy walls or partitions may be erected on a lot. A privacy wall or partition fence is hereby defined as a section of fence or wall erected more than four feet tall which 1) does not follow a property line or 2) only runs part of the distance along a property line. Exception for trash enclosure/screening allowed per Section 3.5 Trash Cans.

## 6. Existing Conditions

6.1 Property owners who are not in active violation proceedings and which are not in compliance with the standards for windows and garage doors set forth in the Amendment to the SSRs issued on April 20, 2018, or have Prairie style windows prior to the issuance of the Standard set forth in the May 1, 2021, Amendment to the SSRs, shall not be subject to violation due to the promulgation of the new standards.

6.2 At such time as the windows and garage doors require repair or replacement, the Standards set forth in the Amendment shall take full effect and direct replacement of the non-conforming doors or windows will be disapproved.



## GLOSSARY OF TERMS

- (1) **“ACC”** refers to the Brookstone “Architectural Control Committee”, also known as the “Modifications Committee” created pursuant to Section 10.02 (b) of the Declaration (also known as the CCRs).
- (3) **“Board”** means the Board of the Directors of the Brookstone Homeowners Association.
- (4) **“Brookstone”** refers to “Brookstone, a Country Club Community”, which is also sometimes referred to as “Brookstone I” to distinguish it from subdivisions that occurred after its development.
- (5) **“CCRs”** means the *Declaration of Covenants, Conditions, and Restrictions for Brookstone I, A Country Club Community, as amended and filed in the Cobb County Land Records*. Also sometimes referred to as the “Declaration”. The original Declaration was filed on February 5, 1987, and has been amended from time-to-time.
- (7) **“Developer” (also known as the “Declarant”)** refers to Willoughby & Sewell Development, LTD.
- (8) **“HOA”** means the Brookstone Homeowners Association, Inc., which is a non-profit Georgia Corporation.
- (9) **“Modification Committee”** also known as the “ACC” or “MC” which approves all modifications pursuant to the Declaration.
- (10) **“New Construction Committee”** also known as the “NCC” is created pursuant to Section 10.02(a) of the Declaration and has exclusive jurisdiction over all original construction.
- (11) **“Association Manager”** refers to the full-time manager of Brookstone who maintains an office on the property. This person is also an employee of Brookstone HOA, Inc.
- (12) **“Rules & Regulations”** refers to those rules and regulations passed by the Board pursuant to Section 11.01 of the Declaration.
- (13) **“Standards”** refers to those architectural standards, policies and guidelines governing the construction, location, landscaping and design of improvements, contents of submissions of plans and specifications, and other information required to be provided by the Owner prior to approval by the ACC pursuant to Section 10.03(b).
- (14) **“SRRs”** refers to this document, which combines the Architectural Standards and the Rules & Regulations for Brookstone in one document for the use of the residents.

**EXHIBIT "A"**

**BROOKSTONE HOA WOOD PRIVACY FENCE STYLES**  
for Non-Golf Course Lots

Fence Type	Fence Height		
	3 feet	4 feet	6 feet
Shadow Box - A	No	No	Yes
Stockade - B	No	No	Yes
Arched Top Privacy - C	No	No	Yes
Cap Rail - D	No	No	Yes
Scalloped Top Privacy - E	No	No	Yes
French Gothic Picket - F	Yes	Yes	No
Standard Picket - G	Yes	Yes	No

**For illustration purposes only.**



A



B



C



D



E



F



G

**IMPORTANT NOTES:**

- No fence taller than 6' will be approved by the ACC.
- No horizontal pickets will be approved by the ACC.
- Picket Fences: Gap between pickets shall equal width of picket.
- All fence rails (horizontal supports) shall be on inside of fence.
- Fence material shall be wood or aluminum.
- Lighting on fence or fence posts must be approved by ACC.

