

**THE HUNTCLIFF HOMES ASSOCIATION, INC.**

**RULES AND REGULATIONS**

(Last amended March 2022)

*The Bylaws (“Bylaws”) of The Huntcliff Homes Association, Inc. (“Homes”) authorize the Board of Directors of Homes (“Board”) to make, and revise, rules and regulations pertaining to Huntcliff and its properties. Bylaws, Sections 15(f), 18(a). Further, the Declaration of Covenants and Restrictions applicable to Huntcliff (“Covenants”) recognizes the powers of the Board to administer and enforce the Covenants, referring to the powers of the Board under the Bylaws. Clause E.*

*Pursuant to the above authority, the Rules and Regulations set forth below have been issued by the Board, and will be revised by the Board from time to time. Any Member who has comments or suggestions as to these Rules and Regulations is encouraged to contact a Board member.*

**TABLE OF CONTENTS**

	<b>Page</b>
A. RIVER PRESERVE.....	1
1. USAGE.....	1
2. TENNIS COURTS.....	2
3. SWIMMING POOL.....	4
4. CLUBHOUSE RENTALS.....	9
5. STABLES.....	9
B. EXTERIOR RENOVATIONS.....	11
C. FENCES.....	12
1. INFORMAL LANDSCAPE FENCE.....	12
2. FORMAL OR ARCHITECTURAL FENCE.....	12
3. UTILITY FENCE.....	12
4. GENERAL.....	13
D. SOLAR PANELS.....	14
E. HOME AND YARD MAINTENANCE.....	15
F. TRASH.....	16
G. SIGNS; GARAGE AND ESTATE SALES.....	17
H. PETS.....	19

## **A. RIVER PRESERVE.**

### **1. Usage.**

The usage rights pertaining to the grounds, swim, tennis, and clubhouse facilities known as the Huntcliff River Preserve ("Preserve") are set forth below. The Preserve is owned by a subsidiary corporation which is wholly-owned by Homes, and Homes has caused that entity to ratify and confirm the Rules and Regulations set forth in this Section A.

A Homes Member who is in good standing and current on all assessments, annual or special, owed to Homes possesses a non-exclusive, non-transferrable, and revocable license to use the Preserve. A "Homes Member" is the owner of a home or lot subject to the Covenants. A Homes Member includes the head of household, his or her spouse, and their children under the age of 26. A Homes Member is expected to be knowledgeable of, and abide by, these Rules and Regulations related to such use.

In addition to Homes Members, there are two categories of persons authorized to use the Preserve. One is comprised of those who are not Homes Members, but were members in good standing of The Huntcliff Club, Inc., as of December 31, 2017 ("Grandfathered Non-Member Users"). Those persons include persons who lived outside of, or owned an "exempt lot" within, the Huntcliff neighborhood, and include the head of household, his or her spouse, and their children under the age of 26. Upon the timely payment of applicable usage fees, a Grandfathered Non-Member User possesses a non-exclusive, non-transferrable, and revocable license to use the Preserve in accordance with the applicable Rules and Regulations; provided that, any Grandfathered Non-Member User who fails to continuously maintain his or her status as a Grandfathered Non-Member User will lose such status and will be treated thereafter as a Discretionary Non-Member User. The Grandfathered Non-Member User annual usage fee is \$900, subject to adjustment as determined from time to time by the Board. A Grandfathered Non-Member User is expected to be knowledgeable of, and abide by, these Rules and Regulations related to such use.

The second category of persons able to use the Preserve in addition to Homes Members is referred to as "Discretionary Non-Member Users." This category includes an individual or a family who is not a Homes Member or a Grandfathered Non-Member User and to which the Board grants usage rights in its discretion. An illustrative and non-exhaustive list of such individuals and families includes, without limitation, a Homes Member who sells his or her Huntcliff home; the owner of an "exempt lot;" Ridgemark and Huntcliff Mews residents; Homes Members' children who are 26 or older; and individuals or families who rent from or board with a Homes Member or Discretionary Non-Member User. The Board has the sole and absolute discretion to grant one or more Discretionary Non-Member Users a non-exclusive, non-transferrable, and revocable license to use the Preserve subject to the prior submission and review of a written application and agreement to be bound by the Rules and Regulations, the timely payment of applicable usage fees, and compliance with the Rules and Regulations; provided that, the Board intends to limit Discretionary Non-Member Users to 20 in any given year, subject to subsequent adjustment as determined from time to time by the Board (although Homes Members' children who are 26 or older shall not be counted against, or subject to, this cap). The Discretionary Non-Member User annual usage fee is \$900, subject to adjustment as determined from time to time by the Board. The status of a person as a Discretionary Non-Member User can be discontinued by the Board in its sole and absolute discretion. A Discretionary Non-Member User is expected to be knowledgeable of, and abide by, these Rules and Regulations related to such use. Discretionary

Non-Member Users and Grandfathered Non-Member Users are collectively referred to in these Rules and Regulations as “Authorized Users.”

The Preserve usage rights outlined above do not extend to the Huntcliff Stables, which are managed and operated by a third-party operator, currently Go With It Farms, LLC; any Member or Authorized User wishing to have access or use of the Huntcliff Stables must contact Go With It Farms, LLC, Ms. Halliea Milner, 404-538-5113, [halliea@gowithitfarm.com](mailto:halliea@gowithitfarm.com), or Ms. Meg Bowers, 678-772-2713, [meg@gowithitfarm.com](mailto:meg@gowithitfarm.com), to make the necessary contractual arrangements.

## **2. Tennis Courts.**

The Preserve tennis rules are posted at the tennis facilities and Huntcliff’s website [www.huntcliffonline.com](http://www.huntcliffonline.com). Any questions or concerns of any Member or Authorized User should be brought to the attention of the tennis professional at the facility (“Tennis Pro”) or the member of the Board with general oversight responsibility for tennis (“Tennis Director”).

### **(a) *General***

**(i) Activity:** Tennis is the only activity that is permitted on the tennis courts.

**(ii) Attire:** Proper attire, including tennis shoes with non-marking soles, is required at all times.

**(iii) Decorum:** Tennis is a “Ladies’ and Gentlemen’s Game.” Decorum with respect to your opponents, other players, guests, and spectators is to be exemplary and reflect positively on the neighborhood as a whole.

**(iv) Guests:** A Homes Member or Authorized User inviting guests is responsible for ensuring that their guests abide by the Rules.

**(v) Lights/Fans:** Players should turn off the lights and fans at the end of play. All play must end by 11:00 pm.

**(vi) Teams:** Huntcliff will field as many teams (ALTA/USTA) as there is Member or Authorized User interest. Teams are open to all Members and Authorized Users. Teams that are unable to avoid forfeits may invite persons other than Members and Authorized Users to play on their team (“Guest Team Player”). Prior to adding a Guest Team Player to a Huntcliff team, the team captain must receive approval from the Huntcliff Tennis Pro and the Tennis Director. Team captains are responsible for collecting a fee, currently \$50.00, from each Guest Team Player on the team before the first match of the season. The \$50.00 fee is collected per individual roster on which such player is included. These fees are to be given to the Tennis Director. A Guest Team Player has use of the courts for team lessons, private lessons with and paid to the Tennis Pro, and matches, only. Members and Authorized Users are to be given preference when scheduling matches. At other times, a Guest Team Player may play only as a guest of a Member or Authorized User. The designation as a Guest Team Player is granted on a season-by-season

basis and is not a guarantee for the subsequent season. Re-approval will be required by the Tennis Director and the Tennis Pro.

The Tennis Director and Tennis Pro may periodically meet with team captains to determine the health of the teams and the general satisfaction of the team members. Determinations may be made on player movement, and new captains will know in advance if they may be short players, or will know that Guest Team Players would not be allowed to participate because of participation by Homes Members and Authorized Users. Homes Members and Authorized Users may advise the Tennis Pro if they would like to make any type of movement.

**(vii) Other:** Any Homes Member or Authorized User with new ideas, requests for events, or suggestions for improvements should address them to the Tennis Director or the Tennis Pro.

**(b) Court Usage**

**(i) Online Court Reservations:** The tennis page on Huntcliff's website (<http://huntcliff.onlinecourtreservations.com/SignIn.asp>) is the sole method of reserving court time. A Member's or Authorized User's name on the online court reservations is the only way to ensure court-time in advance of walk-on.

**(ii) Reservation Time:** Reservations may be made in half-hour increments up to two hours, on the hour or half hour. IT IS HIGHLY RECOMMENDED THAT COURT TIME BE RESERVED TO ENSURE UNINTERRUPTED PLAY. At the end of their playtime, Members and Authorized Users will yield their court promptly to the next Members or Authorized Users with reservations. EXCEPTIONS: Scheduled and Make-up ALTA/USTA and T-2 matches and Club Tournaments will be allowed to be played to completion. Tennis Pro shall be consulted to assist with scheduling make-up matches when conflicts exist.

**(iii) League/Tournament Play:** All scheduled and make-up ALTA/USTA and T-2 matches and Tournaments shall have precedence over other court use.

**(iv) Time Limit:** Members and Authorized Users may use the courts on a reserved basis for a maximum of two (2) hours per day. After this length of time, the Member or Authorized User must relinquish the court to any Member or Authorized User who has not used their allotted time for that particular day.

**(v) Buffer Time:** Members and Authorized Users who have reserved court time are given a 15-minute "late arrival" grace period without losing the right to their court.

**(vi) Open Courts:** Members and Authorized Users are free to play on any unreserved (open) courts. The Member or Authorized Users will first

reserve the court time desired using the online court reservation prior to playing.

**(vii) Juniors:** The tennis play of Homes Members and Authorized Users who are age 16 and under should be completed by 7:00 p.m. on weeknights to accommodate work schedules of adult players.

**(viii) Team Reservations:** Each team is limited to two (2) team reservations per week: one reservation for a match (maximum of three courts) and one for practice (maximum of two courts). If the team is scheduled for 3 courts and the 4th court is not reserved and is available for at least 2 hours, that court can be used by the team.

**(ix) Lessons:** Tennis Pro will schedule team and private lessons. Tennis Pro will give members a discount from the rate that is charged to non-members.

**(x) Court Restrictions During Huntcliff Clubhouse Rental Events:** If there is a scheduled rental event at the Huntcliff Clubhouse, all social play and matches will be restricted to Courts 3 and 4. No social or non-league play will be permitted on Courts 1 and 2 from one hour prior to the Huntcliff Clubhouse rental event through the end of the scheduled rental event. All league matches on Courts 1 and 2 will need to be completed no later than one hour prior to the scheduled rental event, except in limited circumstances that have been approved in advance by the Tennis Director in consultation with the league team captain. Courts 1 and 2 will be marked “reserved” on the online court reservations from one hour before the scheduled event through the end of the event.

### **3. Swimming Pool.**

The Preserve’s pool rules are posted at the swimming pool. The rules are posted on the website at <https://www.huntcliffonline.com/pool-rules-and-regulations/>. All residents and guests using the pool must abide by the rules or will be asked to leave the pool.

#### **(a) General.**

**(i) Admission:** Admission to the pool shall be limited to Members and Authorized Users in good standing, their families, and their guests (up to 4 guests per family). The open season for the pool will be approximately the first week of May through the last week of September. The pool is a family environment and Members are required to be mindful of their language and activities, or they will be asked to leave the pool.

**(ii) Sign-In Sheets/Pool Tags:** The member of the Board with oversight responsibility for the pool (“Pool Director”) may require sign-in sheets or pool tags.

**(iii) Lifeguard(s):** The lifeguard(s) shall be treated with respect at all times. Disrespect or disobeying a lifeguard’s commands shall result in

removal from the pool facility. Repeat offenders will lose pool privileges for the remainder of the summer.

**(iv) Pool Hours:** The pool is open for use by Members and Authorized Users from 6:00 a.m. to 10:00 p.m., 7 days a week. Anyone at the pool after 10:00 p.m. will be asked to leave.

**(v) Guarded and Unguarded Hours:**

Under regular conditions, one guard shall be on duty during guarded hours. **Use of Pool during UNGUARDED HOURS IS AT YOUR OWN RISK.** During UNGUARDED HOURS, the Board may limit the number of GUESTS in its sole discretion.

### **2019 Pool Operating Schedule**

The Pool shall open for the season April 28, 2019. The Pool shall be closed for the season after September 30, 2019.

**April 28 – May 24** Swim At Own Risk

**May 25 – July 7**

Monday – Wednesday 11:00 a.m. – 6:00 p.m.

Thursday – Friday 11:00 a.m. – 7:00 p.m.

Saturday 11:00 a.m. – 7:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd guard

Sunday 11:00 a.m. – 6:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd guard

*Exceptions:*

*May 26 11:00 a.m. – 6:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd & 3rd guard*

*May 27 11:00 a.m. – 6:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd guard*

*July 4 11:00 a.m. – 7:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd guard*

**July 8 – August 2**

Sunday – Wednesday 11:00 a.m. – 6:00 p.m.

Thursday – Friday 11:00 a.m. – 7:00 p.m.

Saturday 11:00 a.m. – 7:00 p.m. 1st guard; 12:00 p.m. – 5:00 p.m. 2nd guard

**August 3 – September 2**

Monday – Friday (Schooldays) Swim At Own Risk  
Saturday 11:00 a.m. – 7:00 p.m.  
Sunday 11:00 a.m. – 6:00 p.m.

*Exception:*

*Monday, September 2 (Labor Day) 11:00 a.m. – 6:00 p.m.*

**September 3 – September 30** Swim At Own Risk

**(vi) Swim Attire:** Swimsuits shall be worn in the pool. No cut-off jeans or street clothing shall be allowed in the pool. Fibers from non-swimwear material interfere with the filter system.

**(vii) Swim Diapers:** Young children who are not potty-trained **MUST** wear rubber pants over a swim diaper.

**(viii) Diving:** NO diving in areas 5 feet or less in depth. **ALSO, SEE DEEP END and DIVING BOARD RULES in Section (c) below.**

**(ix) Flips / Back-Dives:** Flips and diving backwards are permitted only from the diving board; no flips or diving backwards are permitted off the side of the pool. **ALSO, SEE DEEP END and DIVING BOARD RULES in Section (c) below.**

**(x) No Running:** Running and rough play shall not be permitted.

**(xi) No Glass: NO GLASS permitted in the pool area.**

**(xii) No Pets/Animals:** NO dogs or other pets shall be permitted in the pool area.

**(xiii) Lane Starting Block:** NO using the swim lane starting blocks to exit the deep end.

**(xiv) Lane Ropes / Swim Team Flags:** NO hanging on swim lane ropes or swim team flags is permitted.

**(xv) Illnesses:** Admission to the pool shall be refused to any persons having a contagious disease or an infectious condition.

**(xvi) Vomit or Fecal Matter:** When there is vomit or fecal matter in the pool, the pool will be closed and treated in accordance with local health authority rules and regulations. If a child has an “accident” in the pool, causing pool closure, the parent/guardian of the child, will pay all related costs.

**(xvii) Other Closures:** The pool may be closed for maintenance, health conditions, weather, or any other reason deemed necessary by the Lifeguard or Pool Director.

**(xviii) Trash:** Trash must be placed in the provided receptacles.

**(xix) Property Damage:** Damage to Preserve property, including trees, shrubbery, furniture, etc. shall not be permitted and anyone responsible for such damage shall be held financially responsible.

**(xx) Inflatables:** All large floats, air mattresses, and other toys/accessories shall be allowed at the discretion of the lifeguard.

**(xxi) Snack Bar:** The Snack Bar located upstairs in the Pool Cabana is currently used solely by the swim team.

**(b) *Unattended Child Policy***

Children under 10 years of age **MUST** be accompanied by a Parent or a responsible person designated by a parent ("Responsible Party") (the Parent/Responsible Party must be a Member or Authorized User in good standing) **AT ALL TIMES**.

Children under age 18 must be accompanied by a Parent or Responsible Party **DURING UNGUARDED HOURS**.

Lifeguard(s) will clear the pool for Adult Swim for 15 minutes every hour. During this time, no children under the age of 18 are allowed in the water.

**(c) *Deep End and Diving Board***

**(i)** One person on the board at a time is permitted.

**(ii)** Swimmers may dive or jump off the end of the board. Diving or jumping from the side of the board is not permitted.

**(iii)** After diving/jumping, the swimmer shall swim to the side of the pool. There is NO swimming in the diving area.

**(iv)** The swimmer on the board must wait until the diving area is clear before going off the board.

**(v)** No horseplay on the board. NO handstands or sitting on the board. NO flotation devices are to be used when going off the board.

**(d) *Pool Parties and Special Events***

Pool parties and special events with 12-20 (maximum) attendees require scheduling through the Pool Director at least two (2) weeks in advance of the function. This policy is strictly enforced and is intended to ensure the safety of all. Large, unannounced groups put an unnecessary burden on the Lifeguard and create an unsafe condition where severe injuries can occur. Parties without reservations are in direct violation of our contract with Sears Pool Management ("SPM") and are not covered under our insurance policy. SPM reserves the right to ask the unscheduled party to leave the pool or to close the pool entirely, if an unscheduled party arrives at the pool and advance arrangements for adequate staffing have not been made.



All Members and Authorized Users in good standing may “host” a party at the pool. The following criteria must be followed in order to host an event/party:

**(i)** Please contact the Pool Director directly, no less than two (2) weeks prior, to make a reservation for your pool party.

**(ii)** There is a \$300.00 security deposit required to reserve the pool, which includes a non-refundable facilities fee of \$100.00. After cleanup of the party, (all trash is disposed of properly and the party area is clean), the remaining \$200 will be refunded to the Member or Authorized User “host”.

**(iii)** The Member or Authorized User “host” must schedule and pay for their own lifeguard. The host must secure a lifeguard contract in advance. Lifeguards should be secured through Sears Pool Management by calling 770-993-7492 or by filling out the form located on the Sears website ([www.searspool.com](http://www.searspool.com), click on customer, and find the party form at the bottom of the page).

**(iv)** Official parties may be held only during pool hours Monday – Thursday.

**(v)** The Member or Authorized User “host” must be present at all times.

**(vi)** A Member or Authorized User may not “host” a party for a non-Member or a Member or Authorized User not currently in good standing.

**(vii)** All participants under the age of 18 must have a signed parental permission form provided by the Pool Director. The completed form must be given to the Pool Director before using the pool facilities.

**(viii)** Party participants are limited to no more than 20 people. This number includes parents and siblings who attend along with invited guests, whether they are swimming or not.

**(ix)** If a non potty-trained guest has an “accident”, causing pool closure, the Member “host” will be responsible for all related costs. This amount will be deducted from the refundable portion of the \$300.00 deposit, as appropriate.

**(e) *Swim Team***

Participation on the neighborhood swim team, which swims under the aegis of North Atlanta Swim Association, is offered. Involvement is based on the ability to swim at least one lap, unaided, for the youngest members (6 and under). Registration takes place in the spring, and the competitive season runs from May through late June. Meets are held both at the Huntcliff Pool and at the opponents’ pools. For additional information, inquiries should be made to the Pool Director. Swimmers must be Homes Members or Authorized Users, or residents of Ridgemark, The Mews, Spalding Woods, or Grogan’s Bluff to swim on the team.

**4. Clubhouse Rentals.**

The Huntcliff Clubhouse is available for rental by Homes Members and Authorized Users in good standing. Rentals include tables and chairs, set-up and cleaning service. The rental rates are as follows:

Weekdays - Monday thru Thursday	\$300 per four-hour period
Weekday Day (8 a.m.-Noon) (Noon-4 p.m.)	
Weekday Night (6 p.m.-midnight)	\$500
Valet (optional for less than 25 Cars)	\$330
Weekends - Friday, Saturday, Sunday	\$1,200
Valet (mandatory, included in Weekend rate)	Included
Outdoor setup for a wedding ceremony	\$375
Caterer not on Preferred Caterer List	\$200

(Caterer must be able to provide liability insurance according to terms of rental contract).

At the discretion of the Clubhouse Rental Manager, the fee for non-Preferred Caterers for Homes Members and Authorized Users may be waived.

All events require a \$400.00 security deposit, which is refundable after the event if no damage is evident or extra cleaning is required.

Valet parking is required for functions that exceed 25 cars. In addition, all events on weekends from 5/1 – 9/30 must use valet services. Valet parking carries a charge of \$330.

The River Room is equipped with a full-service kitchen, sound system and cordless microphone. Exterior propane heaters are available in cooler months.

If there is a scheduled rental event at the Huntcliff Clubhouse, all social play and matches will be restricted to Courts 3 and 4. No social or non-league play will be permitted on Courts 1 and 2 from one hour prior to the Huntcliff Clubhouse rental event through the end of the scheduled rental event. All league matches on Courts 1 and 2 will need to be completed no later than one hour prior to the scheduled rental event, except in limited circumstances that have been approved in advance by the Tennis Director in consultation with the league team captain. Courts 1 and 2 will be marked “reserved” on the online court reservations from one hour before the scheduled event through the end of the event.

Please contact the Clubhouse Rental Director for availability, scheduling and additional information.

**5. Stables.**

The Huntcliff Equestrian Center is a unique amenity and has been an active member of the equestrian community in Atlanta for more than 30 years. It is even more distinctive since

there are so few equestrian properties close to metro Atlanta. It has stood the test of time and brought many horse lovers to a new level of excellence.

The Huntcliff Stables are currently managed by a third-party operator, Go With It Farms, LLC. Please be considerate and aware that they are running a business at the Huntcliff Stables. Members and Authorized Users **DO NOT** have access rights or a license to use the Huntcliff Stables or grounds, including without limitation, the dock. However, Huntcliff residents and other Members may walk down the stables drive during normal business hours, without dogs, if the gate is open. Any Member or Authorized User wishing to have access or use of the Huntcliff Stables must contact Go With It Farms, LLC, Ms. Halliea Milner, 404-538-5113, [halliea@gowithitfarm.com](mailto:halliea@gowithitfarm.com), or Ms. Meg Bowers, 678-772-2713, [meg@gowithitfarm.com](mailto:meg@gowithitfarm.com), to make the necessary contractual arrangements. Go With It Farms, LLC offers a variety of equestrian services ranging from lessons on lesson horses, leasing programs, boarding, and riding/lessons on your privately owned horse as well as summer camps and U.S. Pony Club activities.

**B. EXTERIOR RENOVATIONS.**

The member of the Board with oversight as to Architectural Control and Covenants Compliance (“Architectural Control and Covenants Compliance Director”) is responsible to ensure compliance with the Covenants when a Homes Member wishes to make changes to their homes.

If a Homes Member wants to alter the exterior of the home – including additions and larger decks or playhouses, changing the paint color, modifying the landscaping hardscape, or building a fence, the Homes Member must have plans approved by the Architectural Control and Covenants Compliance Director. If you are replacing (same size) and repainting (same color), there is no need for approval.

Any exterior work that adds impervious surface to the home also requires permitting by the City of Sandy Springs. You can reach the Sandy Springs Planning Department at 770-730-5600. Further, if your home is located within the 2000’ foot river corridor, you will need approval from the Atlanta Regional Commission (ARC). Sandy Springs will make that determination for you. If you have questions, please contact the Architectural Control and Covenants Compliance Director.

## **C. FENCES.**

Homes would prefer that no new fences of any kind be built in Huntcliff. Our reasoning is to preserve the open, natural look that makes our community so attractive and has been so significant in drawing people to want to live here. The Board realizes, however, that there may be valid reasons for individual homeowners wanting to build a fence (e.g., safety around a pool, to keep a dog from straying, or to add a decorative touch to an area of their property).

With this in mind, the Board has issued these Rules and Regulations to maintain the natural, open appearance of our community as much as possible, while at the same time allowing room for individual homeowner needs. These guidelines have been established in order to maintain consistency and visual harmony within the community. The installation of any fence requires approval from the Architectural Control and Covenants Compliance Director. Below are a non-exclusive set of principles that the Board has asked the homeowner proposing to install a fence and the Architectural Control and Covenants Compliance Director to consider and apply. For the avoidance of doubt, all fences require the approval of the Architectural Control and Covenants Compliance Director regardless if the proposed fence meets any of the specific descriptions set forth above.

### **1. Informal Landscape Fence.**

This is a fence that is relatively unobtrusive in appearance, generally utilizing natural, unfinished wood, and designed to run with the contour of the land. Examples of this type of fence are split rail and turned rail fences, as well as natural or painted board rail fences. These fences shall be:

- Limited to a maximum height of 3'
- Limited to rear and side yards
- No closer than 3' to any property line

Discontinuous or short sections of fence used solely as an element of landscape design may be permitted in front yards at the discretion of the Architectural Control Director.

### **2. Formal or Architectural Fence.**

Examples included in this category are solid board fences, board-on-board fences and picket fences. This type of fence is considered to be a design extension of the house and shall be:

- Limited to an area directly behind the house
- No closer than 15' to any property line
- Not visible from the street
- Limited to a height of 5', except picket fences, which are limited to 42"

### **3. Utility Fence.**

This type of fence is generally used to confine pets or for safety purposes. Examples would include board rail and split rail fences with welded wire attached, picket fences or wrought iron fences (such as around a pool), and shall be:

- Limited to rear yards only. At the discretion of the Board, side yard fences may be approved in special circumstances.
- Limited to 4-1/2' in height at the highest point of the fence, except picket fences, which are limited to 42" in height.
- No closer than 3' to any property line

#### **4. General.**

In addition to the specific requirements above, some general guidelines also apply, as follows:

- ALL FENCES MUST BE APPROVED.
- Barbed wire fences, fences with metal posts, stockade fences and post and wire fences are prohibited.
- Ornamental metal, masonry or decorative wood fences with masonry posts will be reviewed for approval on an individual basis.
- The fence style must be appropriate to the house style.
- For any fence design that has both a finished and unfinished side, the finished side must face the neighboring property.
- Except as otherwise provided in these guidelines, fences shall be permitted in rear yards only.
- Fences must be maintained in good condition.
- In any case where the Sandy Springs Code and the Huntcliff requirements differ, the more restrictive requirement will apply.

It is strongly recommended that you discuss your plans with your neighbors in order to prevent surprises and to foster good neighbor relations. The Architectural Control and Covenants Compliance Director may require the planting of screening shrubbery or trees along the outside of any fence which is noticeably visible (in the opinion of the Architectural Control Director) from the street or neighboring properties.

Prior to construction of any fence, the Homes Member must submit your plans, along with a photo or drawing of the proposed fence, to the Architectural Control and Covenants Compliance Director. As outlined in the Covenants, the plans must include all specifications showing the nature, kind, shape, height and materials of the fence, plus the exact location of the fence drawn on a copy of your survey map. Final construction must conform to the approved plan.

**D. SOLAR PANELS.**

Solar Energy plans must comply with all City, County and State laws, rules and ordinances, and must be approved by the Architectural Control and Covenants Compliance Director.

The following must be submitted to the Architectural Control and Covenants Compliance Director for solar panel consideration:

- Drawings to illustrate installation;
- Photos of existing roof and mounting site; and
- Materials to be used on project (i.e. pictures of the system and color selection).

Considerations for approval include the following:

Solar panels must be placed on rear or side of roof. If panels are visible to neighboring homes, those Homes Members will be provided notice and 10 days to comment.

Solar panels must not exceed 50% of roof area.

Solar panels must conform with existing shingles and roof.

Solar panels placed on detached structures (i.e. pool house, pergola, garage) are discouraged, but will be considered.

Ground-mounted panels are discouraged, but will be considered. Ground-mounted panels must be placed in the backyard and out of view of all surrounding neighbors, streets and common areas.

Electrical connections must be installed under solar panels and out of sight.

Any tree removal necessary to facilitate solar panels, must comply with Sandy Springs city ordinances.

Solar Panels must be installed by a licensed contractor.

**E. HOME AND YARD MAINTENANCE.**

*All portions of your property visible from any street* must be maintained in an attractive condition by taking note of the following requirements:

- Yards must be planted with grass, or have other suitable ground cover.
- Grass must be mowed and landscaping beds pruned and free of noticeable weeds.
- Grass and ground cover must be trimmed from the curb, and trees and shrubs must be pruned so that no limbs are protruding into the street to a height of at least ten feet. "Gutter" must be free from debris/trash.
- Dead trees and limbs must be cleared, and mulch piles distributed.
- No structure or landscaping obstructing sight lines within 10 feet of driveways, nor, for corner lots, within 30 feet of intersections, is permitted.
- Homes, including roofs, must be maintained in a manner consistent with neighborhood standards.
- Mailboxes must be well selected, placed and maintained to complement the house and the neighborhood.
- No building materials may be stored in a location visible from the street, except during a reasonable construction time period.
- No recreational vehicles, including boats, may be stored in a location visible from the street.
- Except on trash pick-up days, trash bins must be stored out of sight.
- Signs, other than professionally lettered realtor signs, are prohibited. Please be advised that signs, other than realtor signs, which are placed in yards will be removed by the Board.
- No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure, nor any addition to or change in any structure, shall be commenced or maintained upon any property until complete final plans and specifications have been submitted to and approved by the Architectural Committee.

Additionally, residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to fellow owners and residents.

Please be advised that the Architectural Control and Covenants Compliance Director reviews neighborhood homes and lots on an ongoing basis, and will be communicating with individual homeowners whose properties are not in compliance with the covenants.



## F. TRASH.

Homes does not solicit nor endorse any one trash company, and Homes Members should contract directly with the company of their choice. The two primary providers used by Huntcliff residents are:

- COX SANITATION
- WASTE MANAGEMENT

Additional providers are listed on the Sandy Springs website at:

<http://www.sandyspringsga.gov/residents/resident-guide/your-home/garbage-recycling>

Sanitation providers offer both curbside and garage pick-up. Homes requires that, if you have curbside pickup, the trash barrels be placed at the end of your driveway and removed from the street the same day. Other than trash days, barrels should be stored out of sight.

Recycling is strongly encouraged! It can be included with your trash pickup, or you may drop off recycled material at the places listed below.

- PUBLIX
  - Plastic grocery bags, meat & egg trays, Styrofoam containers, and brown paper
  - Bins are located outside the front of the stores
- MORGAN FALLS
  - Newspapers, magazines, glass, aluminum/steel cans, cardboard, mixed office paper, phone books, toner cartridges, cell phones, batteries
  - Goodwill truck always on premises
  - South on Roswell Road to right on Morgan Falls Road – Recycling Center is on the left

Please Recycle!

Should you have any questions regarding trash and/or recycling, please contact the Architectural Control and Covenants Compliance Director who is listed on our website.

**G. SIGNS; GARAGE AND ESTATE SALES.**

Signs, other than professionally lettered real estate signs (24 in x 36 in), are not permitted. This includes, but is not limited to, political, mosquito, landscaper, contractor, school, and event signs.

Signs that do not comply with the Rules and Regulations may be removed by Homes, or their representatives. Exceptions:

1. Alarm company signs are allowed provided the company/contract is current;
2. Realtor Open House and Caravan signs are allowed as follows:
  - Signs may be placed on Huntcliff common property, including landscape islands or entrances, as well as the homeowner's property;
  - Signs shall be professional in appearance and no larger than four square feet, mounted at a height of three feet or less;
  - Open House signs may be placed the morning of the open house, and shall be removed by the end of the same day;
  - Caravan signs may be placed on Tuesday morning and shall be removed by the end of the same day.
  - No balloons, pinwheels, etc. are allowed as part of permitted open house and caravan signs.
3. Garage/Estate Sale signs are allowed as follows:
  - Garage/Estate Sale must be scheduled with the Architectural Control and Covenants Compliance Director at least one week prior to the event;
  - Only Huntcliff logo signs are permitted to indicate the location of the sale. Huntcliff logo signs will be available for use during garage/estate sales from the Architectural Control and Covenants Compliance Director;
  - Garage/Estate Sale signs must be returned to the Architectural Control and Covenants Compliance Director upon completion of the sale;
  - Signs may be placed on Huntcliff common property, including landscape islands or entrances, as well as the homeowner's property;
  - Signs may be placed at the designated locations the morning of the sale, and must be removed by the end of the same day.
  - No balloons, pinwheels, etc. are allowed as part of permitted garage/estate sale signs.
4. Graduation signs are permitted if they meet all of the following requirements:

- One sign per graduate displayed at graduate's home
- High school graduates only
- Professionally lettered and approximately 24 in. x 36 in.
- To be displayed no sooner than 2 weeks prior to, and no later than 2 weeks after, date of graduation

**H. PETS.**

In order to protect the enjoyment of all homeowners and their pets, the Board has issued the following Rules and Regulations concerning pets.

1. **Identification.** Please ensure your pets can be identified with tags, microchips and/or tattoo(s).

2. **Leash Laws.** Homes Members must comply with Sandy Springs Leash Laws (when dogs are outside, they must either be restrained by a fence, wall or other enclosure, or on leashes that are no longer than 6 feet).

3. **Good Neighbor Practices.** Please prevent your pets from negatively impacting other people, animals and the environment.

- If you have an invisible fence, please remember to check periodically that the fence is operating properly and that the collar batteries are working.
- Please do not leave your dog(s) outside when you are not home as fences are not always guaranteed to contain dogs.
- Even if you have a fence, do not leave your dogs outside if they are barking.
- Not everyone loves your dog as much as you do – please don't force your dog(s) company on a neighbor who isn't comfortable with dog(s).
- All pets need regular exercise – please walk your dogs on leash, and not the golf course, not at the stables, and not in your neighbors' yards.
- When you walk your dog(s), please be considerate of your neighbors' yards and pick up your dog(s) deposit(s)!

4. **Dog Park.** Should you wish to allow your dog to run off-leash, the City of Sandy Springs has an off-leash dog park at Morgan Falls. The dog park has two fenced-in areas, one for big dogs and one for small dogs to play and run free.

#####