

## DESIGN GUIDELINES FOR CHIMNEY LAKE

### I. GENERAL CONSIDERATIONS:

These Design Guidelines are intended by the developer of Chimney Lake, London Ventures, Inc. ("London Ventures"), to promote a high standard of exterior architectural appearance throughout the Chimney Lake Community. These guidelines and procedures will assist Owners in the planning and construction of improvements on Lots and provide a uniform process for review and approval of construction plans. Your adherence to these Design Guidelines will enhance the marketability of Lots and homes in Chimney Lake.

Pursuant to Article 6 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chimney Lake ("Covenants"), London Ventures has reserved the authority to review (and approve or disapprove) plans for any proposed new construction or alteration of any existing structure or Lot within Chimney Lake. In making its review, London Ventures will consider the aesthetic impact of the design, construction and development including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic matters. It is not the intent of London Ventures to impose a uniform appearance within Chimney Lake, nor discourage creativity on behalf of Owners. Its intent is to promote and assure that all improvements are aesthetically compatible with each other; incorporate a unique yet pleasing discriminating character; and, are constructed to reflect the quality and permanence of timeless residential architecture.

These Design Guidelines do not include all building, use, and other deed restrictions associated with Chimney Lake, and, accordingly, each Owner should familiarize themselves with the provisions of the Covenants and Bylaws of the Chimney Lake Community Association, Inc. ("Association"). The inclusion of any recommendation in these Design Guidelines shall not preclude London Ventures' right to disapprove any proposed matter to the extent of its power to do so under the Covenants. These Design Guidelines are intended to serve as guidelines only. In the event of a conflict between these Design Guidelines and the provisions of the Covenants, the provisions of the Covenants shall control.

### II. REVIEW & APPROVAL PROCESS

Approval from London Ventures is required prior to proceeding with construction, whether new home construction, or an addition to an existing home. London Ventures shall be represented in all matters with respect to these Design Guidelines by the "Architectural Review Committee". The initial address for receipt by the Architectural Review Committee is:

London Ventures, Inc.  
Post Office Box 802  
Cleveland, Georgia 30528  
Attn: Judy London Dunagan  
Telephone No. (706) 348-8867

The following shall be submitted to the Architectural Review Committee:

- A. One complete set of building plans.
- B. One complete set of drawings showing the elevation(s) for each side of the house.
- C. Exterior material and finishing color schedules, including the type and color of all roofing materials, siding (hardiplank), stone, brick, or other material for each elevation. The Architectural Review Committee may request samples of any exterior finish material.
- D. A completed site plan illustrating, existing tree cover to be retained and/or removed, positioning of the house on the Lot, finished grades, proposed walkways, driveways, patios, decks, retaining structures and landscaping elements.
- E. Each Owner must submit a typical landscape plan, with a written list of typical types and quantities of landscape materials.
- F. Any deviation from approved plans must also be submitted and approved.
- G. The name and address of the builder.
- H. Proof of a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) liability insurance carried by the Owner or Contractor.
- I. A development deposit in the amount of Five Hundred and No/100 Dollars (\$500.00) to be disbursed or returned to the Owner as provided herein and in the contract of sale for a Lot.

Within thirty (30) days after the date the Architectural Review Committee receives such proposed plans, the Architectural Review Committee will give the Owner submitting the plans written notice of approval, which approval shall not be unreasonably withheld. If the proposed plans provided to the Architectural Review Committee are not complete, the thirty (30) day period shall not commence until the Architectural Review Committee receives a complete set of proposed plans. If the proposed plans are not approved, the Architectural Review Committee shall set forth in writing the reasons for disapproval. If the Architectural Review Committee does not give such notice of approval or disapproval personally delivered or postmarked within said thirty (30) day period, the submitted proposed plans shall be deemed approved. All improvements shall be completed substantially in compliance with the approved plans, together with any modifications, as approved by the Architectural Review Committee. Work shall be completed within twelve (12) months from the date of being approved by the Architectural Review Committee. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be

necessary for the Owner to resubmit the plans to the Architectural Review Committee for reconsideration.

NOTE: DO NOT CONTRACT FOR WORK UNTIL YOU HAVE AN APPROVAL LETTER FROM THE ARCHITECTURAL REVIEW COMMITTEE OF LONDON VENTURES SINCE YOUR REQUEST MAY NOT BE APPROVED AS SUBMITTED

### III. REMEDIES

- A. Non-conforming improvements. Pursuant to the Covenants, London Ventures has broad discretionary powers regarding the remedy or removal of any nonconforming improvement constructed within Chimney Lake. In this regard, if London Ventures finds that any improvement was not constructed in substantial compliance with the plans and specifications receiving final approval, London Ventures may remedy or remove the nonconforming improvement, and charge the action to the Owner of the Lot as outlined in Section 6.6 of the Covenants. London Ventures also has the right to assess fines for violations of the Covenants and these Design Guidelines. Established fines are as follows:
1. Fines will be assessed if a violation is not corrected within 30 days of written notification.
  2. If after the first 30 days, no correcting action has been taken, a fine of \$20.00 per day will be assessed until the violation has been corrected.
- B. Construction on the Property. Owner agrees to confine all construction activities within the boundary lines of the Lot and to take all necessary precautions to protect adjacent property from damage. Owner further agrees, to the fullest extent possible, to take whatever precautions are required in the excavation and the movement of earth so as to prevent siltation and the washing away of earth from the Lot, and to comply at its expense with all federal, state, county and city statutes, rules and regulations regarding siltation control. Should any land, either public or private ownership, be damaged or suffer a decrease in value because of a failure by Owner to comply with the terms of this paragraph, Owner shall pay to Declarant an amount equal to sums expended by Declarant to repair such damage or decrease in value. In the event that any damage is caused by Owner, its agents, contractors, subcontractors or suppliers to any utilities located therein serving Declarant's remaining property, Owner shall promptly repair, or cause to be repaired, such damage. All construction waste, including stumps, shall be disposed of by Owner at Owner's cost beyond the limits of Chimney Lake. Owner shall comply with all applicable codes, laws, ordinances, regulations or other governmental restrictions or requirements and Owner shall keep a neat, orderly and clean job site on the Lot. In the event Owner fails to comply with the provisions of the Declaration or these Design Guidelines and fails to correct such non-compliance within thirty (30) days after written notice thereof by Declarant,

Declarant may, but shall not be obligated to, correct such non-compliance at Owner's expense. In the event Declarant performs any corrective work in connection with the Lot or suffers any damages from Owner's failure to comply with its obligations, Declarant shall be entitled to reimbursement from Owner's development deposit in an amount equal to the actual cost of such work.

#### IV. DESIGN STANDARDS

Documented below are general standards and guidelines for design issues related to property in Chimney Lake. Please note that this list is a guideline only, it is not all-inclusive. Items listed here should not be assumed to be approved. All requested changes to any property in Chimney Lake must be first submitted and approved by the Architectural Review Committee of London Ventures, Inc.

##### A. Site Grading, Erosion Control & Construction Considerations.

1. It is the Owner's responsibility to grade Lots so that any natural or man-made swales, or drainage structures are not altered or blocked, except as provided on the approved plans. Owner shall provide all field engineering and soil erosion control within the Lots including, without limitation, whatever measures are necessary in the excavation and in the movement of earth so as to prevent siltation and the washing away of earth from the Lots as necessary to comply with all federal, state, and local requirements regarding siltation control. Owner agrees to do all excavation and grading, disposal of surplus materials, and utility work necessary within the boundary line limits of the Lots owned by Owner. Owner further agrees to repair damage to all stabilized areas of the Lots and adjacent areas caused by the operations of Owner. Owner shall clear and clean the streets affording access to the Lots if the construction activity of Owner into and out of Chimney Lake dictates that such cleaning is required. All driveways and parking areas constructed by Owner shall be paved. All construction waste, including trees and stumps, shall be disposed of by Owner at Owner's cost beyond the limits of the Community.
2. All building activity shall be confined to the Lot on which a house is under construction. Landscaping shall also be confined to the Lot only. No trash, building material, landscape material (rocks, etc.) or any other debris shall be placed on any adjacent Lot. It is the responsibility of the Owner to protect any landscaping, equipment or structure on adjacent property.
3. Owner shall comply with the provisions of the requirements of the Georgia Environmental Protection Division ("EPD") and the National Pollution Discharge Elimination System Permit ("EPD Permit") applicable to Chimney Lake. The Erosion Control Plan will be prepared by a licensed professional and submitted to the White County Planning

Department before getting a building permit. Owner agrees to hold harmless the Architectural Review Committee and London Ventures, Inc. from any cost or damage arising out of the failure of the Owner to comply with the Erosion Control Plan, or the EPD Permit.

4. All equipment shall be confined to the Lot under construction and, if relocated, proper transportation equipment shall be used. Transporting equipment without a trailer on road shoulders and/or streets in Chimney Lake is prohibited.
5. A portable toilet unit must be placed on the construction site and used during construction until such time as permanent facilities are available.

B. Site planning & design.

1. Location of Structures: All structures together with related paved and open areas, shall be located on each Lot to:
  - a. Minimize changes in the existing topography.
  - b. Preserve existing trees and vegetation to maximum extent possible.
  - c. Control drainage and prevent erosion.
  - d. Create prime views and conceal unsightly areas.
2. Set Backs: Minimum building setback lines are as shown on the recorded subdivision plats for Chimney Lake and (including porches, eaves and overhangs) front setback shall be 60 feet from the center of street to the edge of the house, fifteen (15') feet from the side lot line, and fifteen (15') feet from the rear lot line. In the event of a conflict between these setback restrictions and the recorded plat, the more restrictive provisions shall control.

When a Lot fronts on more than one street (such as a corner Lot), the minimum front setback shall apply to the frontage of all such streets. The direction in which the front elevation of any dwelling unit shall face on a Lot shall be approved by the Architectural Review Committee.

The Architectural Review Committee may grant an exception for the above minimum setbacks in a case where a Lot would be rendered unbuildable due to its size, shape or topography, and to save existing trees but has no authority to grant exceptions to minimum setbacks shown on recorded plats. The Architectural Review Committee may, at its sole discretion, impose more stringent setback requirements as to the location and positioning of any building.

3. Driveways: Driveways shall be constructed with concrete or asphalt, provided however, that other hard surface materials such as brick, pavers,

stamped, patterned, or colored concrete surfaces may be used if approved by the Architectural Review Committee. Specifications are to be submitted to the Architectural Review Committee for approval. All landscape plantings are to make a smooth transition to the street with no abrupt elevation change. Any culverts constructed under a driveway must have flared end sections on each end.

4. Retaining Walls: Retaining walls shall not exceed 3.0 feet in height without the express approval of the Architectural Review Committee. Location, elevation and material selection must be approved. All retaining walls visible from the street must be treated in an architecturally pleasing manner (i.e. no railroad ties in the front yard).
5. Fences: No fence of any kind shall be installed or maintained on any Lot without the prior written approval of the Architectural Review Committee. In general, fences or walls are not encouraged within Chimney Lake. Hedges, berms, or other landscaping alternatives are preferred. No fence or fencing type barrier shall be erected closer than 75 feet from any right-of-way on a Lot that fronts more than one right-of-way. General guidelines for fencing are as follows:
  - a. Maximum height is 6 feet (in short sections only).
  - b. The finished side of the fence must face neighboring properties.
  - c. Must be maintained by the Owner.
  - d. All fence material and location must be submitted to and approved by the Architectural Review Committee.
6. Mail Boxes: Each Lot must have a mailbox installed and maintained by the Owner. All mail boxes must conform to the standard Chimney Lake mailbox as approved by the Architectural Review Committee.
7. Garages. All Lots shall include a garage adequate to house two (2) automobiles and no more than three (3) automobiles. All garages shall include garage doors operated by automatic door openers. Garage doors shall always be located where they are least visible to persons approaching the residence. When garage doors face the side Lot line, screening from view by landscaping is recommended. The color of the garage doors shall be compatible with the color of other exterior finishes of the building. Garage doors and automatic door openers shall be maintained in a useful working condition and shall be kept closed when not in use. No garage shall be converted to other usage without the substitution of another garage. No carports will be permitted without prior review by the ARC.
8. LP Tanks. LP tanks must be underground or in a screened enclosure which is compatible in appearance and locale to the house. Any such screened enclosure must be at least one (1) foot above any tank placed therein.

C. Restrictions of Use. Documented below are some general restrictions applicable to Lots in Chimney Lake. Please note that this list is not all-inclusive. Additional restrictions are contained in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chimney Lake recorded in the Office of the Clerk of Superior Court of White County. In the event of a conflict, the provisions of the Covenants control over the provisions of these Design Guidelines.

1. Playground Equipment: Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Architectural Review Committee. Tree houses or platforms of a like kind or nature shall not be constructed unless approved by the Architectural Review Committee.
2. Swimming Pools: Any swimming pool to be constructed on any Lot shall be subject to approval by the Architectural Review Committee. No above-ground pools shall be allowed. The design must incorporate, at a minimum the following:
  - a. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
  - b. Pools and hot tubs shall not be visible from the street in front of the dwelling.
  - c. Owners are responsible for compliance with all ordinances and laws concerning discharge of water and chemicals.
3. Antennae, Satellite Dishes, etc.: No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any Lot without the prior approval by the Architectural Review Committee.
4. Window Air Conditioning Units: No window air conditioning units or installed window fans will be permitted.
5. Garbage Cans, Etc.: No unsightly or unkept conditions shall be visible from neighboring residences or streets, including, but not limited to:
  - a. Garbage Cans.
  - b. Woodpiles.
6. Lawn Furnishings: No flag poles, lawn sculptures, fountains, artificial plants, rock gardens, or similar types of accessories and lawn furnishings are permitted on any Lot without prior approval by the Architectural Review Committee.

7. Commercial and Recreational Vehicles and Trailers: No boats, RV's, trailers, campers or similar equipment may be stored on a permanent basis on any Lot unless completely concealed from view from public streets within Chimney Lake.
8. Solid Waste:
  - a. No person shall dump construction material, rubbish, garbage, or any form of solid waste on any Lot or Common Property.
  - b. Except during approved construction, no lumber, metal, bulk materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot unless approved by the Architectural Review Committee.
  - c. Trash cans should only be at curbside the day of scheduled pick-up.
9. Parking: Owners parking should be in the garage or driveway.
10. Maintenance: Lots must be kept clean, mowed, weeded, mulched and free of debris. Homes must be maintained as to paint, roof, windows, trim, etc. All exterior paint colors must be submitted to the Architectural Review Committee for approval. Owners are required to keep the Lots and abutting streets clean and orderly during construction and marketing.
11. Signs: No signs (including, but not limited to, commercial for rent, and similar signs) shall be erected or maintained on a Lot except such signs as may be required by law and such signs as may be approved by the Architectural Review Committee. Generally allowed signs include:
  - a. Signs required by legal proceedings.
  - b. Not more than one "For Sale" sign, with maximum area of 4 square feet and displayed in front yard of Lot.
  - c. Directional signs for safety, if approved by the Architectural Review Committee.
  - d. "Garage Sale" signs will be allowed only in the front yard of the Lot, and only on sale days.
12. Utilities: No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals or for transmission of electric current or energy, shall be constructed or placed on any Lot unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on the home, or other approved improvements. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the

construction of approved improvements. Electrical meter base should be installed on the rear or side of the home and shall be painted the same color as the home.

D. Architectural requirements:

1. Dwelling Size: The minimum size of a single-family residence in Chimney Lake shall be two thousand (2,000) square feet of heated floor finished space (excluding, garages, porches, patios, basements, cellars, etc.). In the event an Owner requests approval for construction of a 2-story floor residence, the minimum size of the first floor shall be one thousand five hundred (1,500) square feet of heated floor finished space (excluding, garages, porches, patios, basements, cellars, etc.).
2. Dwelling Design: Similar house designs must be separated by a minimum of 4 Lots/homes. Designs will be reviewed with respect to such items as roof elements, and size and location of doors and windows. One level flat roofs will not be permitted. (Minimum roof pitch 8/12). The Architectural Review Committee reserves the right to adjust roof pitches higher.
3. Exterior Colors & Materials: All color schemes and material choices must be submitted to the Architectural Review Committee for approval. Homes on corner Lots will be required to wrap the front elevation material around the side of the flanking street. All homes with front elevation as brick must wrap brick around corners of home a minimum of 2 feet. Exterior of homes shall be of brick veneer, stucco, rock, vinyl, wood/cement or other wood siding materials. Vinyl siding will be permitted if it doesn't exceed more than 30 percent of the exterior. However, the quality of the vinyl will be subject to review and approval by the ARC. No exposed concrete block shall be permitted. All homes in the Community shall be built on site using new materials. By way of example and without limitation, no mobile homes, pre-manufactured homes, pre-assembled or relocated homes shall be permitted in the Community.
4. Fireplaces and Chimneys: The exterior of all chimneys must be compatible with exterior siding or masonry/stucco material. All chimneys to have detailed top (i.e. shroud). Painted metal caps are required to conceal circular pre-fabricated flue tops. All chimneys visible from the street must originate at grade.
5. Roofs: Roofing materials and color shall be subject to the approval of the Architectural Review Committee. No plumbing or heating vent shall penetrate roof surfaces which face the street or streets adjacent to the Lot. All plumbing or heating vents that penetrate the roof surface shall be painted.

6. Foundations: All exposed concrete exceeding 1.0 foot above finished grade shall be finished with stucco, stone or brick.
- E. Landscaping Requirements: Within 90 days of completion of the house construction, all landscaping must be in place. All initial landscaping shall be completed within sixty (60) days of the earlier to occur of: (i) the issuance of a certificate of occupancy indicating completion of a residence; or (ii) the date on which a residence is first occupied for residential purposes. The occupant of any Lot shall be responsible for maintaining all landscaping on the Lot.
  1. Lawn/Sod/Mulch: All disturbed areas of the Lot shall be covered with: Bermuda or Zoysia sod, Fescue, pine straw or cypress mulch or a ground cover approved by the Architectural Review Committee.
  2. Vegetable Gardens: Vegetable gardens must be located in the back of the Lot and screened from view from the street.
  3. Trees: No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be cut without the prior written consent of the Architectural Review Committee. The stumps of any removed trees shall be removed to a level of 2" below normal grade by grinding, excavating or other approved method.

## V. INSPECTION

The Architectural Review Committee shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval is required under this Manual. Upon completion of construction, an Owner shall give written notice to the Architectural Review Committee. Attached to the notice shall be a final survey and copy of the Certificate of Occupancy for the newly constructed improvement.

Owners are forewarned that the Covenants have reserved to London Ventures, Inc. broad discretionary powers regarding the remedy or removal of any non-conforming improvements constructed within Chimney Lake. In this regard, if the Architectural Review Committee finds that any improvement was not performed or constructed in substantial compliance with the submittals receiving Final Approval at its recommendation, London Ventures, Inc. or the Board of Directors of the Association, may remedy or remove the non-conforming improvement, and assess all costs of such action against the Owner of the Lot and if not timely paid, file a lien against the Lot in the county land records.

## VI. CONDUCT

All Owners of lots shall be held responsible for the acts of their employees, contractors, sub-contractors, suppliers, and any other persons or parties involved in construction or alteration of a Lot. In this regard, the Owner shall be responsible for the following:

- A. Ensuring that the construction site is kept clean and free of all debris and waste materials, and that stockpiles of unused materials be kept in a neat and orderly fashion. Keeping the Chimney Lake roadways free of construction mud or other materials. Enforcing the parking of vehicles on the same side of the road of the construction site only.
- B. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or other parties within Chimney Lake or affect the quality of workmanship. Profanity or any other unacceptable actions will not be tolerated. The Owner will be required to permanently bar such workers as described above from the job site.
- C. Assuring that the aforementioned are properly insured. The Owner or Contractor must carry a minimum of five hundred thousand (\$500,000) dollars liability insurance and provide the Architectural Review Committee with proof of same.
- D. Assuring the aforementioned do not commit any violations of the rules and regulations of the Chimney Lake Community Association, Inc. or these Design Guidelines.
- E. Ensuring that all disturbed areas are seeded with a permanent vegetative cover once construction is complete.