MADISON GREEN HOMEOWNER'S ASSOCIATION

COMMUNITY RULES AND REGULATIONS

The following Community Rules and Regulations have been adopted by the Board of Directors of the Madison Green Homeowner's Association to be consistent and expand upon the "Declaration of Covenants, Restrictions and Easements for Madison Green Cobb County, Georgia" (Covenants). For a full description of the rights and obligations of ownership at Madison Green, refer to the Covenants.

Alterations to the exterior appearance of any home are not permitted without prior written approval of the Architectural Review Committee. See Architectural Modification Guidelines for more information.

I. RESIDENTIAL USE
   a. All lots are restricted to 'single-family' residential use.
   b. No commune, co-operative or similar type living arrangement is permitted.
   c. No lots may be used for any commercial, business or professional purpose
      i. Exception - An Owner may use a portion of the building as an office, provided that its use does not create regular customer, client or employee traffic to and from such lot, and no sign, logo or nameplate identifying such home business may be displayed on any portion of the lot.
   d. The Owner shall provide the Board of Directors with the names of residents and contact information (phone numbers) for the express purpose of maintaining updated information of Association Members and communicating Association information to Association Members.

II. PROHIBITED ACTIVITIES
   a. Offensive activity
      i. No noxious, offensive, unsightly or unkempt activity shall be conducted on any lot.

   b. Behavior of Owner, family and guests
      i. Each Owner, his family, tenants, guests, and invitees shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other lot.

   c. Storage of items
      i. Furniture, fixtures, appliances, machinery, bicycles, towels, equipment or other similar items which are not in active use and which can be seen from the lot are prohibited and must be stored out of sight.

   d. Unsightly articles

i. Such items are not permitted if they are visible from any other home or from public or private thoroughfares.

e. Trespassing
   i. No person is permitted to walk or cross another Owner's property without the express consent of the Owner, with the exception of a valid emergency.

f. Window Coverings
   i. Permanent window coverings must be installed within ninety (90) days after close of escrow. Refer to Architectural Guidelines.

g. Temporary structures
   i. Tents, shacks and the like are not permitted.

h. Hazardous or unsafe activities
   i. No hazardous or unsafe activities may be conducted.
   ii. No hazardous or unsafe improvements may be built that would jeopardize the well-being of residents and community.

i. Firearms
   i. No firearms may be discharged anywhere within the community.

III. NUISANCE

a. Debris
   i. Rubbish, debris, anything that renders the property unsanitary, unsightly, offensive or detrimental is not permitted.

b. Noise emitting devices
   i. Noise, such as exterior speakers, horns, whistle, insect control lights, bells or other sound emitting devices are prohibited unless prior written approval of the ARC is received.

c. Construction or maintenance work
   i. No loud work, including yard / construction work, power tools and the like, is permitted between the hours of 9:00 p.m. and 7:00 a.m. Monday through Sunday in accordance with the Cobb County Noise Ordinance (Sec. 50-257).

d. Noise
   i. No loud parties or yelling, shouting, hooting, whistling singing or other disturbing noises on the public streets is permitted between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place, so as to annoy or disturb the quiet, comfort or repose of persons in any

residence in accordance with the Cobb County Noise Ordinance (Sec. 50-257).

IV. ANIMALS

a. Leashed animals (Cobb County Sec. 10-11(a))
   i. Per County ordinance, animals are required to be on a leash when outside, unless contained by a fence.
   ii. No unsupervised/unleashed animals are permitted in the community
   iii. All pets must be confined and are not permitted to run at large.

b. Pet waste
   i. Owners are responsible for cleaning up after their pets on or off the Owner's property.

c. Breeding livestock
   i. The keeping and breeding of livestock animals or poultry is prohibited.

d. Breeding domestics
   i. The breeding of domestic animals for commercial purposes is prohibited.

e. Number of animals permitted
   i. Owners are permitted a limited number of animals, provided that such pets are not a source of annoyance to any other resident or residents of any other Lot, in accordance to County ordinances.

f. Nuisance Animals (Cobb County Sec. 10-9)
   i. Owners are not permitted to allow their pets to become nuisances to the community, such as habitual barking, whining, howling, objectionable noises, running or chasing after persons or vehicles, or any action which causes serious annoyance to the residents.
   ii. The Owner of a nuisance animal may be fined and/or required to remove the animal from their property.

V. SIGNS – Refer to Architectural and Landscape Standards.

VI. ATTENNAS (SATELLITE DISHES) – Refer to Architectural and Landscape Standards.

VII. CLOTHESLINES, EXTERIOR – Prohibited.

VIII. WINDOW AIR-CONDITIONERS – Prohibited.

IX. VEHICLES AND PARKING

a. Parking, General
    i. No vehicle may be left upon any portion of the property, except on a hard surfaced parking area or within a garage.
    ii. Owner vehicles must be kept and stored when not in use within the lot's garage space.
    iii. No vehicles are permitted to park along the roadside curb overnight according to the Covenants.
    iv. Double-parking is prohibited.

b. Fire Hydrants and Fire Lanes
    i. Per County ordinance, no car is permitted to park at anytime in front of any fire hydrant or lane.

c. Other vehicles
    i. No commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other water craft, or other oversized vehicles, stored vehicles or unlicensed vehicles or inoperable vehicles are permitted to be parked within the Community.
    ii. Exception - Only one business vehicle may be parked which is used exclusively by the Owner.

d. Vehicle repair
    i. No repairs or major maintenance may be performed on any vehicle or piece of equipment within view of other homes
    ii. Only minor emergency repairs and basic maintenance is permitted in plain sight

e. Garage
    i. Garage doors must remain closed at all times, except for entry and exit and periods not to exceed two consecutive hours for Owner related maintenance activities.
    ii. Garages may not be converted to living areas or used for recreational activities.

f. Speed Limits
    i. For the safety of all residents, the community speed limit of 25 MPH must be observed by all Owners and their guests.

X. TRASH CONTAINERS AND COLLECTIONS – Refer to Architectural Standards.

a. Storage, Garbage and Cans
    i. Garbage and trash must be stored in covered containers, as required by the Association and/or jurisdictional requirements.
    ii. Trash, recycling containers must be stored away from public view. Trash containers may be stored outside along the side of the home

(garage side) so long as the containers are enclosed or screened from view by appropriate landscaping/shrubbery.

iii. Per County ordinance, garbage cans can only be placed at the curb the evening before collection and must be removed by 11 p.m. on the day of collection

iv. Garbage cans may not be stored in the front of the house or garage.

v. ARC approval is not required to plant shrubbery that will be used to screen trash containers.

b. ARC approval is required if trash containers cannot be stored outside, alongside the home (garage side) due to topographical limitations.

c. Per County ordinance, garbage cans can only be placed at the curb the evening before collection and must be removed by 11 p.m. on the day of collection.

d. Burning

i. The burning of solid waste, rubbish or trash is prohibited, with the exception of normal seasonal burning of underbrush.

XI. OUTBUILDINGS - Refer to Architectural and Landscape Standards.

a. Approval and Use

i. Any outbuilding or storage shed requires ARC approval.

ii. Approved storage buildings must be located in the rear of the house, cannot be more than one-story in height, and cannot be located beyond the rear setback line of the house.

iii. Such building may only be used for storage and no other activity.

iv. Such building must be made of similar material as the house on the lot and painted the same color.

b. Deck storage area

i. If any area under a deck attached to a home is used for storage (i.e. decks underneath daylight basements), such area and storage must be screened from view and may require ARC approval.

XII. SUBDIVISION OF LOTS – Prohibited.

XIII. FOR LEASE POLICY

a. Notification of Lease

i. Once a home has been leased, the owner is responsible for informing the Association of the lease.

ii. The Owner is responsible for providing the name(s) and contact information for all residents in the leased home to the Association.

iii. The Owner is responsible for providing their updated contact information (home address, work address, phone numbers) to the Association in order to ensure receipt of information (notices, billings) from the Association.

b. Adherence to Covenants
    i. The Owner is responsible for ensuring that the lessee(s), the lessee's family, and guests are familiar with and adhere to the Association Documents (Covenants, Community Rules, Architectural and Landscape Standards, etc.).
    ii. The Owner will be responsible for payment of annual dues, not the lessee.
    iii. The Owner will be responsible for payment of any fine as a result of any violation committed by the lessee, the lessee's family or guests.

c. Architectural Modifications to Leased Properties
    i. Only the Owner can apply for an architectural modification.
    ii. Applications received by the lessee will not be approved.

d. Signage – Refer to Architectural and Landscape Standards.

XIV. FOR SALE POLICY

a. Notification of Sale
    i. Once a home has been sold, the owner must inform the Association of the sale and provide the name(s) of the new Owner.
    ii. The selling Owner should provide the buying Owner at closing with the original Association Documents (Covenants, Community Rules, Architectural and Landscape Standards, etc.).

b. Signage – Refer to Architectural and Landscape Standards.

XV. COMMON AREAS

a. The Association is responsible for maintaining, rebuilding or repairing damage to Common Areas and has the authority to impose a Special Assessment in order to pay such repairs. The Common Areas are referred to as:
    i. Entrance and Wall Monuments – this includes street-side fencing, brick wall, landscaping, exterior lighting and sprinkler system.
    ii. Detention Ponds (2) – this includes landscaping, boundary fencing and property that encompasses the detention ponds.

XVI. COMPLIANCE WITH ASSOCIATION DOCUMENTS

a. Each owner and his family member, guests and lessees and their family members, and invitees shall be bound and abide by the Madison Green Homeowner Association Documents (Covenants, Community Rules, Architectural and Landscape Standards, etc.). The conduct of the aforementioned parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the community.

b. The Owner shall be liable to the Association for the cost of any maintenance, repair, or replacement of any real or personal property located on the Association's Common Areas rendered necessary by his act, neglect or carelessness, or by that of any of the other aforementioned parties which shall be paid for by the Owner.

XVII. VIOLATION OF RULES

a. Violation of the rules may result in monetary fines and or suspension of Association privileges to the Owner.
b. The Board may also choose to fix the violation and charge the cost to the Owner, or obtain injunctive relief against the continuance of the violation.