

LAKE SHORE HOMEOWNERS ASSOCIATION OF PORT WENTWORTH, INC

2024 Handbook Including the Design Standards and
General Rules and Regulations

Registered Agent: Keystone Association Managers,

7160 Hodgson Memorial Drive, Ste 101, Savannah. GA 31406 912-417-6390

Email: HOA@TheKeyManagers.com

Homeowner Portal: TheKeyManagers.com

Lake Shore Homeowners Association of Port Wentworth, Inc.

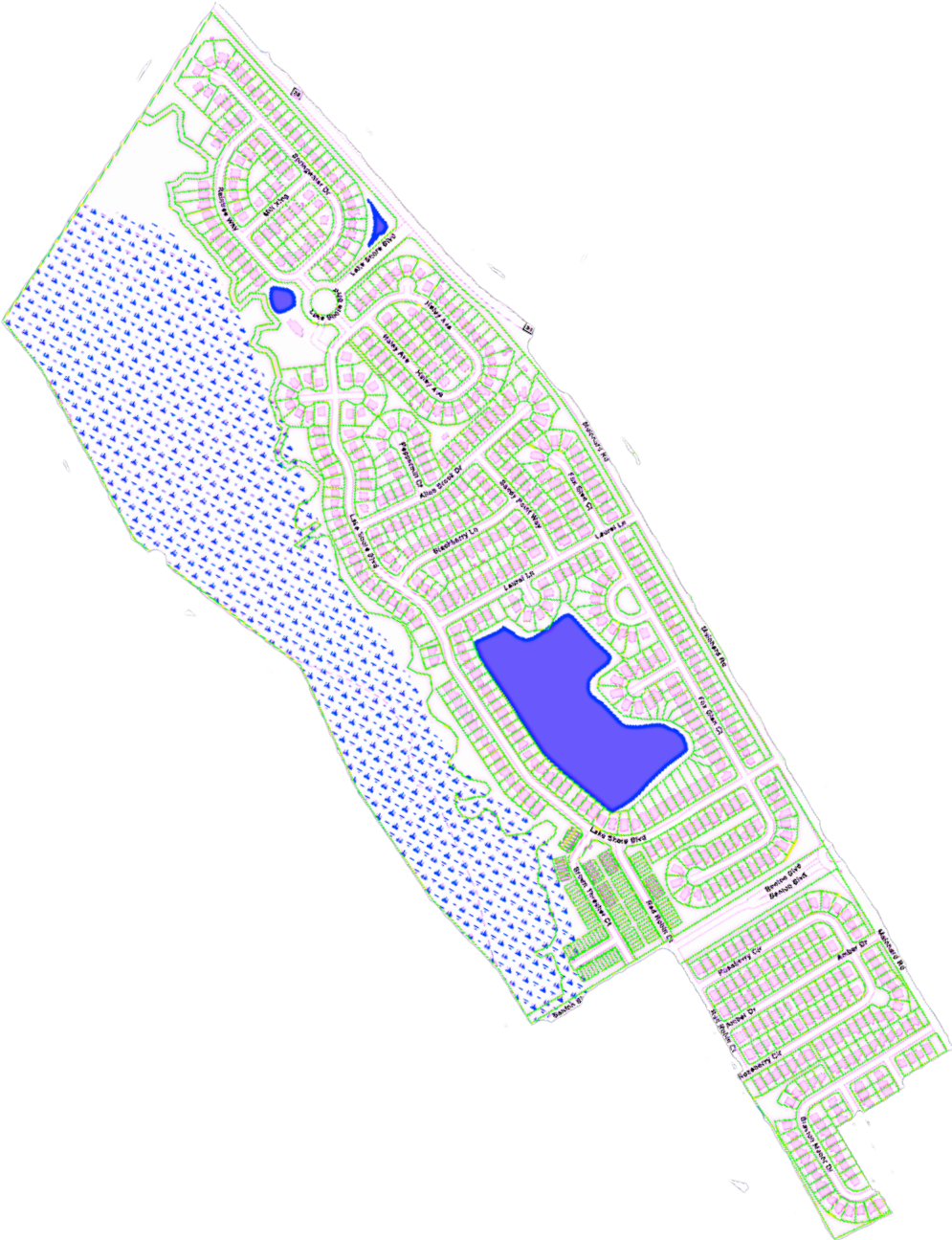
- Map of the Lake Shore Homeowners Association of Port Wentworth 5**
- Article I: Introduction..... 6**
 - Lake Shore HOA Governing Documents:_____ 6
 - Home Owners Associations/ Property Owners Association _____ 6
 - Board of Directors and Officers _____ 7
 - Common Property _____ 7
 - Owners _____ 7
 - Voting _____ 7
 - Architectural Guidelines _____ 7
 - Maintenance of Property _____ 8
 - Use of the Amenities and Recreation Facilities _____ 8
 - Changes to Design Standards, Rules and Regulations, and other Guidelines _____ 8
- Article II: Homeowners’ Annual Assessments 9**
 - Homeowners’ Annual Assessments (Dues) _____ 9
 - How to Pay _____ 9
 - Homeowners’ Late Fees _____ 9
 - Last Resort _____ 9
- Article III: Architectural Review Board Procedures 10**
 - The Regulations and Review Procedures _____ 11**
 - Submission of Plans and Specifications: _____ 11
 - Approval of Plans _____ 11
 - Disapproval of Plans and Specifications _____ 12
 - Resubmissions _____ 12
 - Obligation to Act _____ 12
 - Appeal of an ARB Decision _____ 12
 - Variance _____ 13
 - Inspection Rights _____ 13
 - Violations _____ 13
 - Grievances _____ 13
- Article IV: Design Standards and General Restrictions and Guidelines 14**
 - Application _____ 14

Restriction of Use	14
Business Use	14
Re-subdivision of Property	15
Erosion Control	15
Installations, Additions and Alterations	15
Encroachment	15
Landscaping	15
Accessory Structures	16
Mailbox Stands	17
Window Air Conditioners	17
Temporary Buildings	17
Signs and Flags	17
Setbacks	17
Fences and Walls	17
Roads, Driveways and Parking Areas	18
Walks and Patios	18
Television and Radio Antennas	18
Clotheslines, Equipment and Woodpiles	18
Maintenance of Lots and Structures	19
Parking and Maintenance of Vehicles	19
Parking	19
Street Parking (City Municipal Codes)	20
Maintenance of Vehicles:	21
Commercial and Recreational Vehicles and Trailers	21
Golf Carts (City Municipal Codes)	21
Recreational Equipment	22
Non-Discrimination	22
Animals	22
City Municipal Codes	23
Solid Waste, Garbage Cans and Trash Cans	24
Holiday Decorations	24
Fireworks	25

Nuisances _____	25
City Municipal Code Chapter 14: Nuisances _____	25
Noise _____	25
City Municipal Code Chapter 15: Noise Sec. 15-63. - Noise disturbance prohibited. _____	25
Article V: Common Property	26
Right of Enjoyment _____	26
Rights of the Association _____	27
Permitted Uses of Common Property _____	27
Article VI: Clubhouse Rules and Terms of Usage	28
General Information _____	28
Maximum Capacity _____	28
Hours _____	28
Items included in rental _____	29
Rental fee _____	29
Rules of Usage _____	30
Deposit _____	31
Article VII: Playground Equipment	32
Article VIII: Swimming Pool	32
Pool Rules for General Use _____	32
Penalties for Breach of Pool Rules _____	33
Pool Gate Lock _____	33
Article IX: Lake and Pond Usage	34
Watercraft _____	34
Lake Hours _____	34
Limits _____	34
Boundary _____	34
Article X: Enforcement	34
Rights of the Association _____	34
Board of Directors - Powers _____	34
Violations – ARB Matters _____	34

Right of Enforcement _____	35
Right of Abatement _____	35
Suspension of Membership _____	36
Violation Notice to Owners and Fine Structure _____	36
Violation Process _____	36
Fines _____	37
Contesting Violations _____	37
New Owners of Lot with Active Violation _____	37
Towing of Improperly Parked Cars on HOA Common Property _____	38
<i>Article XI: Amendments to Design Standards and General Rules and Regulations</i>	38
<i>Addenda</i>	39
Attached as addenda, for your convenience, are links to the City of Port Wentworth website, with added links to the download page for building permits, and a link to the Municipal Codes for the City (as Addendum 1); the three ARB Permit Request Forms (as Addendum 2), and the Clubhouse Rental Request and Agreement form (as Addendum 3). _____	39
<i>Amendments</i>	39
There are no Amendments to the Lake Shore Homeowners Association of Port Wentworth, Inc, 2024 Handbook as of December 2, 2024. _____	39

Map of the Lake Shore Homeowners Association of Port Wentworth



Map of the extent of the Lake Shore Homeowners Association of Port Wentworth property. Contiguous property not a part of the HOA removed.

Article I: Introduction

Lake Shore is a residential community in Port Wentworth, Chatham County. It features a 10-acre recreational lake. Lake Shore amenities are protected and regulated by the Lake Shore Homeowners Association of Port Wentworth, Inc. (HOA). The Lake Shore HOA is a Property Owners Association (POA).

The Lake Shore HOA is a Georgia non-profit corporation, registered with the State of Georgia. It is required to follow the Georgia State codes governing Non-Profit Organizations, Property Owners Associations, and the relevant codes governing Electronic Transactions. A recent House Bill, House Bill 220, was passed in Georgia. This act amends the state codes specifically for Property Owners Associations, giving the HOAs further powers to manage the running of their POA's.

This handbook has been compiled to provide the homeowners with information regarding the community, an overview of the Covenants, the Design Standards as well as the current published Rules and Regulations, as determined by the Board in accordance with the Covenants.

Lake Shore HOA Governing Documents:

The Lake Shore HOA is governed by the following governing documents.

- The Articles of Incorporation
- The Declaration of Covenants, Restrictions and Easements (Covenants)
- The ByLaws
- The Design Standards (contained in this handbook)
- The General Rules and Regulations (contained in this handbook)

The owners of lots or residences within the HOA are required to observe the rules and regulations contained in these documents.

The governing documents can be obtained from the HOA Management company on request. There will be a cost involved for printing and/or mailing copies of these documents. The cost will be the actual costs involved. The governing documents may also be downloaded from the HOA Management company at no cost. Homeowners should have received a copy of the Covenants when purchasing their lot.

Home Owners Associations/ Property Owners Association

What is an HOA?:

- A homeowner's association (HOA) is a private organization that manages and governs a residential community such as Lake Shore:
- HOAs create and enforce rules to maintain the community, protect property values, and keep the neighborhood a nice place to live.
- HOAs are responsible for maintaining common areas, landscaping, insurance, community utilities, and the overall finances of the community.
- HOAs collect monthly or annual fees from members to pay for these costs. HOAs may also impose special one-time assessments to cover large community expenses.
- HOAs establish a set of rules and regulations, called bylaws, for residents to follow. Lake Shore's rules include the Design Standards which cover the external appearance of each residence, maintenance of the lot, and requires permission from the Architectural Review Board before changes can be made to any exterior of the house or lot.
- HOAs have legal powers to enforce the rules, such as placing a lien on your home, imposing fines, or suing you.

- Property Owners Associations have to follow the State Codes for Property Owners Associations, as well as those for Non-Profit Corporations, and their own governing documents..

Board of Directors and Officers

The Board of Directors are responsible for the running of the HOA. The Board hires an HOA Management company to handle the day to day running of the HOA, including collecting the annual dues, keeping the financial records, filing taxes, inspecting the HOA, organizing the repairs and maintenance of the Common Property, and other areas as the Board of Directors direct them. The HOA management company is listed as the Registered Agent on the state registration for the corporation.

The Board of Directors elect Officers. These officers include a President (CEO), Treasurer (CFO) and a Secretary. The Lake Shore HOA Board may also elect a Vice President, and assistant Secretaries and Treasurers. The HOA Officers are listed on the state registration of the corporation.

The specific duties of each Director, and the responsibilities of the Directors and Officers are stated in the ByLaws.

Common Property

The Lake Shore HOA owns a number of areas that are Common Property. Each owner in the Lake Shore HOA is essentially a part owner of all the Common Property and amenities. Owners in good standing have the right to enjoy the use of the HOA's open spaces, lake, ponds, swimming pool and clubhouse, providing they obey the rules and regulations and limitations regarding their permitted usage.

Owners

In the Lake Shore HOA governing documents, an owner is defined as an owner of record. An 'owner of record' is the person, or people, or company or other entity owning a lot in the HOA. The 'owner of record' appears on the deed to the property located within the HOA.

Voting

Owners in good standing have the right and responsibility to vote in all HOA member votes. The Annual Elections, usually held during the Annual Meeting, are the usual time when any matters to be voted on are brought to the membership.

Each lot has one vote, so even if more than one person is an owner, the lot still has only one vote. If the lot is owned by a business, trustee, company or other entity, there is still one vote for the lot, but the entity must appoint one person as their designated representative for the purpose of voting.

The owner of record of a lot may assign their vote to another person by filling out a proxy vote form. The person who is assigned the proxy must be present in person to place their vote and may not assign this proxy to a third person. If the proxy holder is not present at the vote, that vote cannot be cast, unless the owner of record attends the voting.

The HOA sends out proxy vote forms for this purpose before any election or vote.

Architectural Guidelines

The Covenants sets certain rules for protecting the architectural harmony of the community. They are administered by the Architectural Review Board (ARB). Approval from the ARB must be obtained before making any exterior changes to any property or lot, or any type of structure is erected.

Plans and specifications for all proposed changes must be submitted in writing to the ARB. The ARB will review the request and approve or reject it. All variances' approvals must be submitted to the Board of Directors for final approval.

Maintenance of Property

The Covenants imposes on each owner a duty to keep all property in Lake Shore free of debris and in good order and repair, including but not limited to seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the painting or other appropriate external care of all buildings and other improvements, all in a manner and as frequency as is consistent with good property management.

Use of the Amenities and Recreation Facilities

The recreational and other community facilities and amenities are exclusively for the benefit of all Lake Shore HOA members who are current with their amenity payments. Guests of these members may use the facilities only if they are accompanied by a member or have special permission appointed by the Board of Directors. Tenants of a lot whose owner is in good standing may use the facilities providing the owner has lodged a lease agreement with the HOA Management company.

Changes to Design Standards, Rules and Regulations, and other Guidelines

The Board of Directors may change the rules, regulations and guidelines at any valid board meeting. The board will promptly publish the changes and make the updated version of the Rules and Regulations available to all Lake Shore homeowners..

The Design Standards may be amended by a two-thirds vote of the ARB and a two-thirds vote of the Board of Directors. In the event the Board of Directors fails to approve, modify, or disapprove within thirty (30) days after submission, approval shall be deemed granted. The board will promptly publish the changes and make the updated version of the Design Standards available to all Lake Shore homeowners..

Article II: Homeowners' Annual Assessments

Homeowners' Annual Assessments (Dues)

The Homeowners shall pay a rate of \$485.00 per year for membership in the Homeowners' Association. These fees shall be due whether the homeowner occupies his home or not, or whether the homeowner uses the facilities or not. These fees are in accordance with the Georgia Law and Lake Shore HOA Covenants. Yearly fees shall be due January 1st of each year, or 15 days after the amenities bill is mailed to the homeowners, whichever is latest..

The assessment procedure may be found in the Covenants Article IV, 4.06 a, which specify the annual assessment shall be due and payable on January 1 of each year; that the Board shall direct the HOA to send to each Owner, at least fifteen days in advance of the due date, written notice setting forth the amount of the annual assessment and the due date; and that the annual assessment shall become due on the fifteenth day following such written notice or the due date whichever is latest.

How to Pay

- Payment may be made through the Homeowner Portal at TheKeyManagers.com, where you may pay via a card or an eCheck. You have the option of setting up an AutoPay for the annual dues.
- Payment may be made through the Online Portal by the app APPFolio, available from the Apple App Store or Google Play store.
- You may also mail your payment or setup an online bill payment with your bank using the following address:

Lake Shore Homeowners Association of Port Wentworth, Inc.
c/o Keystone Association Managers
PO Box 98097
Las Vegas, NV 89193-8097,

Homeowners' Late Fees

The date payment is received by the HOA management company will determine whether the payment is late. If the payment is mailed, then the postmark date of the envelope will determine the date received. If there are any questions concerning the Homeowners Association Fees, it is the responsibility of the homeowner to produce a receipt given by the management company with the date payment was received on the receipt,

If the bill is not paid by January 15th, or fifteen days after the written notice whichever is latest, a \$45.00 late fee will be assessed

Last Resort

The Lake Shore HOA needs everyone to pay their fair share. Most of our monies go towards keeping the subdivision's grounds and facilities in a professional appearance, which increases the values of everyone's home. Please help us by paying your dues on time. The HOA only wants to go through a collection procedure as a last resort. Having a judgment against a homeowner does a great deal of damage to their credit rating as well as creates animosity from those homeowners who pay their dues on time.

Article III: Architectural Review Board Procedures

In order to protect property values, ensure aesthetic quality, and preserve natural amenities, the Lake Shore HOA Architectural Review Board (hereinafter referred to as the "ARB") has established certain guidelines, which complement the. While the guidelines establish minimum standards, their scope is limited to criteria that will allow housing to be maintained at a reasonable cost and to reflect the varying taste of a heterogeneous community.

These guidelines may be supplemented by amendments, or by additional restrictions for specific parcels. If there is a conflict of requirements among these guidelines and the Covenants then the most restrictive requirement shall govern. Each case shall be reviewed on its own merits, and precedent shall not bind the ARB. Variances and amendments to these standards and restrictions may be obtained through procedures outlined at in this document.

Structures constructed, altered or installed by the original builder prior to the date of this handbook are not required to change in order to conform to these standards specified in this Handbook However, any modification or addition to these structures or lots may not be started until these standards are met and ARB approval is obtained for any desired change to existing structures and lots. Structures that were constructed, altered or erected prior to the date of this Handbook, with a valid ARB Permit, are not required to change in order to conform to the standards in this Handbook. However, any modification or addition to these structures or lots may not be started until these standards are met and ARB approval is obtained for any desired change to existing structures and lots.

Incomplete ARB permit requests and those without all required supporting documents included shall be automatically denied, and the owner requested to submit a complete request form with all required supporting documents.

The Covenants (Article V, 5.01 a and b) specifies that an Architectural Control Committee (ACC, also known as the Architectural Review Board or ARB) shall be established consisting of no less than three or more than five members. The Board shall appoint the members of the ARB for a calendar year term. Members may resign in writing or may be removed by the Board. Vacancies shall be filled by the Board of Directors.

The Covenants (Article V, 5.02) establish that the purpose of the ARB is to make sure that all installations, construction, or alteration of any structure on any lot is to be submitted to the ARB for approval as to whether it is in conformity and harmony and of the general quality of the existing standards of the neighborhood. The ARB has the power to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any lot.

The members of the ARB shall appoint a Chairperson from among the appointed members of the ARB. The members of the ARB shall be reimbursed by the HOA for any reasonable, out of pocket expenses, other than travel expenses, incurred in their duties as members of the ARB. (Covenants Article V, 5.03)

The ARB shall hold meetings as necessary. Notice of regular and special meetings shall be given at least three days before the meeting but the notice does not have to specify what the purpose of the meeting is. At each meeting, the quorum is the majority of the members of the ARB. In the absence of a quorum, any member present may adjourn the meeting from time to time until a quorum is present. The ARB shall maintain a record of the votes and minutes for each of its meetings. The ARB shall make

these records and minutes available at reasonable places and times for inspection by members of the HOA and by the Secretary of the HOA. Any action taken by the ARB at a meeting may be taken without a meeting if the vote is signed by all the members of the ARB which will have the same effect as a unanimous vote. (Covenants Article V, 5.04 (a))

The ARB shall adopt and publish Design Standards, which are available to all owners. The ARB shall make findings and decisions, rulings and orders with respect to the lots' conformity to the Design Standards. The ARB shall issue permits, authorizations, approvals and denials. Approvals of an ARB Permit Request may contain specific requirements or conditions. (Covenants Article V, 5.04 (b))

The ARB shall from time to time adopt, publish, amend, revoke and enforce the guidelines in the Design Standards for the purpose of:

- Governing the forms and required documentation to be submitted to the ARB for approval.
- Governing the procedure for submission of plans and specifications to the ARB for approval.
- Establishing guidelines with respect to the approval or denial of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters.
- Assuring the conformity and harmony of external design and general quality of the Development

Covenants Article V, 5.05 specifies that the ARB shall make a published copy of the current Design Standards readily available to owners and prospective Owners and to all applicants seeking the ARB approval.

The Regulations and Review Procedures

All building, elevation, drainage plans, materials, color samples, landscaping plans, exterior dimensions, and other items pertaining to construction shall be submitted to the ARB thirty (30) days prior to commencement of construction.

Submission of Plans and Specifications:

No structure shall be started, erected, placed, moved onto, or permitted to remain on any lot, nor shall any existing structure on any lot be altered in any way that materially changes the exterior appearance of the structure or lot, unless plans and specifications shall have been submitted to, and approved in writing by, the ARB.

These plans and specifications shall be in a form and shall contain such information as may be reasonably required by the ARB in the Design Standards including:

- A site plan showing the location of all proposed and existing structures on the lot, including the building setbacks, open spaces, easements and driveways; exterior elevations of all proposed structures and alterations to existing structures and
- A foundation plan
- Specifications of materials, color scheme and other details affecting the exterior appearance of all proposed structures and alterations to existing structures.

(Covenants Article V, 5.06)

Approval of Plans

Upon approval of any plans and structures submitted to the ARB, one copy of the plans and specifications, as approved, and the signed ARB Permit Request Approval shall be deposited as a

permanent record with the ARB, and a copy of the plans and specifications along with the approval in writing shall be returned the owner who submitted the ARB Permit Request.

Approval, in connection with a specific lot or structure, for construction or installation of a structure, or alteration of an existing structure, shall not be deemed as setting a precedent for the structure or alteration of an existing structure for other lots or structures. (Covenants Article V, 5.07)

Disapproval of Plans and Specifications

The ARB shall have the right to disapprove any plans and specifications submitted because of any of the following:

- Failure to include information in such plans and specifications as may have been requested.
- Failure of the plans or specifications to comply with the Design Standards or Covenants.
- Any other matter which would be likely to cause the proposed installation, construction or alteration of an existing structure:
 - To fail to be in conformity and harmony and general quality with the standards as stated in the Design Standards or the development-wide standard.
 - To be incompatible with surrounding structures.

In any case where the ARB shall disapprove any plans or specifications submitted or shall approve plans and specifications only as modified or with specific conditions, the ARB will make a written statement concerning the grounds for their decision. In such a case, the ARB will, if requested, make reasonable efforts to assist and advise the applicant so that an acceptable proposal may be prepared and submitted for approval. (Covenants Article 5.08)

Resubmissions

Any modifications or additions to approved plans and specifications must be submitted to the ARB for approval. If any part of a resubmission was disapproved, then the corrected items shall be submitted to the ARB for Board review.

Obligation to Act

The ARB will take action on any plans and specifications submitted as required within twenty one days after receipt of a complete ARB Permit Request Application. Failure by the ARB to take action within the twenty one days after receipt of the complete plans and specifications submitted for approval shall be deemed as approval of the submitted plans and specifications.

- 'Take action' shall be understood to include requests by the ARB to the applicant for further or missing information.

The date of "receipt of the plans and specifications" shall be the date the ARB or its Chairperson are in receipt of the application. (Covenant Article V, 5.09)

Appeal of an ARB Decision

In the event that the ARB disapproves any plans or specifications submitted in accordance to Article V, 5.06 of the Covenants, or grants approval of any plans and specifications subject to any conditions which are not acceptable to the applicant, the applicant may appeal the ARB decision to the Board -:

- Within ten days after receipt of the ARB's decision the applicant shall give a written notice of the applicant's appeal to the Board.
 - The notice shall contain a complete copy of the applicant's original application to the ARB and any supplemental material provided to the ARB by the applicant.
 - The notice shall be accompanied by a fee, payable to the HOA, in the amount of twenty-five dollars.

- Subsequent approval by the Board, if granted, together with any conditions imposed by the Board, shall be placed in writing on the plans and specifications and shall be returned to the applicant, and shall also be deposited as a permanent record with the ARB.
- Approval by the Board shall constitute approval of the ARB for all purposes.
- Failure by the Board to take action within thirty days after the receipt of the complete notice of appeal shall be deemed approval of such plans and specifications.
- 'Take action' shall be understood to include requests by the ARB to the applicant for further or missing information.

(Covenants Article V, 5.10)

Variance

A variance to any architectural guideline, restriction or procedure can only be obtained by ARB approval of a written petition to the ARB, which may be accomplished through submission of the ARB Variance Request form, with all required information.

- The applicant shall state the nature of the variance, and which guideline, restriction or procedure the petitioner wishes to have waived, and a short statement as to why the variance should be granted.
- The petition shall state the nature of the variance, which guideline, restriction, or procedure the petitioner wishes waived, and a short statement as to why the variance should be granted.

Inspection Rights

Any employee or agent of the HOA or the ARB may, after reasonable notice, at any reasonable time or times, enter upon any lot for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure or the use of any lot or structure is in compliance with the provisions of the Covenants; and neither the HOA, nor the ARB, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of the Covenants. (Covenants Article V, 5.11)

Violations

If any structure shall be erected, placed, maintained, or altered upon any lot, otherwise than in accordance with the plans and specifications approved by the ARB, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Covenants and without the approval required. If in the opinion of the ARB the violation shall have occurred, the ARB shall notify the HOA, and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then the HOA shall have the right to impose such fines and remedies as have been approved of by the Board, or the Right of Abatement as provided in Section 8.02 of the Covenants may be invoked and acted upon. (Covenants Article V, 5.12)

The established fine amounts and structures may be found in Article X of this document.

Grievances

In the event any owner intends to commence a legal action against the HOA, or any of their officers, directors, employees, or agents, for any matter related to the Covenants, the HOA, the ARB, the Design

Standards adopted by the ARB, or the Common Property, as a condition to the bringing of such action, the Owner must make a good faith effort to meet with the Association Board of Directors in person, at which time the Owner shall state his or her grievance and in good faith give the Association Board of Directors an opportunity to respond. (Covenants Article XI, 11.09)

Article IV: Design Standards and General Restrictions and Guidelines

Application

The covenants and restrictions contained in Article VI of the Covenants shall pertain and apply to all lots and all structures erected or placed thereon. (Covenants Article VI, 6.01)

Restriction of Use

No lot upon which a dwelling has been constructed shall be further subdivided or separated into smaller lots by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments. (Covenants Article VI, 6.02)

Lots may be used for single-family residences only and for no other purpose.

Business Use

No trade or business of any kind may be conducted in or from a lot, except that the owner or occupant of a residence may conduct such business activities within the residence so long as

- The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the lot.
- The business activity conforms to all zoning requirements for the HOA.
- The business activity is consistent with the residential character of the HOA; and
- The business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted, meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- Such activity is engaged in full or part time.
- Such activity is intended to or does generate a profit; or
- A license is required, therefore.

Leasing of the residence on the lot shall not be considered a business activity. (Covenants Article VI, 6.03)

The prevailing City of Port Wentworth City Zoning Ordinance shall apply to the restrictions of any business activity.

Re-subdivision of Property

No lot may be split, divided, or subdivided for sale resale, gift, transfer, or otherwise, without the prior written approval of the ARB of plans and specifications for such split, division, or subdivision. (Covenants Article VI, 6.04)

No lot upon which a dwelling has been constructed shall be further subdivided or separated into smaller lots by an owner, provided that this shall not prohibit deeds or correction, deeds to resolve boundary line disputes, and similar corrective instruments.

Erosion Control

No activity which may create erosion or siltation problems shall be undertaken on any lot without the prior written approval of the ARB of plans and specifications for the prevention and control of such erosion or siltation. The ARB may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in the Covenants, Section 6.06. (Covenants Article VI, 6.05)

Installations, Additions and Alterations

The purpose of the ARB is to make sure that all installations, construction, or alteration of any structure on any lot is to be submitted to the ARB for approval as to whether it is in conformity and harmony and of the general quality of the existing standards of the neighborhood. The ARB has the power to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any lot. (Covenants Article V, 5.02)

- As far as possible, the ARB will take the styles, materials and color palettes of the neighboring houses, and the neighborhood, into consideration when deliberating during the permitting process of any alterations to the exterior of a residence and the appearance of the lot.
- As far as possible, the ARB shall take the possible impact on neighbors when deliberating during the permitting process for any installations, additions or alterations to a lot.

Encroachment

- No installation, addition, or alteration shall be permitted that encroaches on or trespasses on HOA Common property.
 - Structures over 30 inches tall, excluding vegetation, must be 5 ft from the rear property line and 4 ft from the side property lines to avoid encroachment on their neighbors.
 - Existing structures found to be encroaching or trespassing on their neighbor's or on HOA Common Property may be ordered to be removed to remedy the situation.
- No installation, addition or alternation shall be permitted that encroaches on or trespasses on a neighboring property without express written permission from the owner of the effected property, indicating his agreement to the encroachment or trespass and his understanding that this may lead to a claim of adverse possession of his property in the future. This written permission should be attached to any permitted ARB request, as well as a copy given to both homeowners to file with their deeds and other property papers.

Landscaping

- No construction or alteration of any structure shall take place without the prior written approval by the ARB of plans and specifications for the landscaping to accompany such construction or

alteration.

- No installation or alteration of any landscaping shall take place without the prior written approval of the ARB of plans and specifications, therefore.
- No yard art, including, but not limited to, concrete lawn jockeys, animals, and birdbaths, and plastic animals, shrubs, bushes, and flowers, shall be placed, temporarily or permanently, or on the front to side yards of any lot.
- Notwithstanding anything contained herein to the contrary, the Board shall be entitled to establish reasonable rules and regulations limiting the types and extent of holiday decorations and the maximum length of time holiday decorations may be placed outside of houses before and after holidays.

(Covenants Article VI, 6.06)

Trees at least six (6) inches in diameter at breast height that are five feet or more from the building foundation (and are not in the driveway location) shall not be removed unless dead, damaged severely, or dying unless permission is granted by the ARB. Trees at least four (4) inches in diameter at breast height shall not be removed without prior permission from the ARB. Anyone violating these provisions shall pay a fine of \$ 100.00 for each tree removed without permission.

Sodding of the front yard extending from the front elevation of the house to the street is required. Houses built on corner lots must also have sod on the side yard that faces the street or roadway. The sod will extend from the side elevation of the house to the street. The backyard is not required to have sod

Accessory Structures

The term accessory structure, as used herein, is defined as any structure built to provide protection from the elements of weather and is not permanently attached to the principle residential structure in the lot. Accessory structures are structures that are customarily incidental and subordinate to the principle residential use. Accessory structures include but are not limited to primary and incidental storage, doghouses, animal pens, tool sheds, boathouses, green houses, etc.

- All accessory structures must conform to the following general guidelines:
 - The design and appearance must maintain a harmonious relationship with principal residential structure on the lot.
 - Accessory structures shall not exceed the height of the principle residential structure on the lot.
 - The cumulative square footage of the primary and any accessory structures located on any residential lot shall not exceed maximum lot coverage allowed by the City of Port Wentworth Code. Accessory structures whose footprint is 10ft x 20 ft or greater must apply for a City of Port Wentworth permit.
 - Accessory structures shall be in the rear yard only and shall comply with the rear and side yard setback requirements.
 - Structures, except trees and other vegetation, over 30 inches in height must be located a minimum of five ft from the rear property line, and four ft from the side property line.
- No carports are allowed.
- An accessory structure should be constructed in the same style and of the same material and color as the principle residential structure on the lot. All portable accessories shall be fully enclosed by a privacy fence of not less than six feet in height. Portable accessories include sheds (unless installed on and fastened to, a cement floor), trampolines, above ground pools, etc.
- Accessory structures shall comply with all appropriate municipal codes and shall be

maintained to the same standard as the principle residential structure on the lot.

- Accessory structures with a footprint greater than 10 ft by 12 ft need a City Permit before construction. The City requires an ARB Permit approval before issuing their permit.

Mailbox Stands

Mailbox stands shall conform as closely as possible to the standards for the HOA.

Window Air Conditioners

Window air conditioning units and other auxiliary air conditioning units are not permitted.

Temporary Buildings

No temporary building, trailer, garage, or building under construction on any Lot shall be used, temporarily or permanently, as a residence except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefore approved by the ARB. (Covenants Article VI, 6.07)

Signs and Flags

- a) No signs whatsoever (including, but not limited to, commercial and similar signs) shall, without the ARB's prior written approval of plans and specifications, therefore, be installed, altered, or maintained on any tot, or on any portion of a Structure visible from the exterior thereof, except:
 - i) Such signs as may be required by legal proceedings and for display of all building permits
 - ii) not more than one "For Sale" sign, such sign having a maximum face area of four square ft
 - ii) not more than one lot identification sign in accordance with plans and specifications approved by the ARB
 - iii) not more than two (2) signs, having no more than one (1) square foot of face area each, indicating that the structure is protected by a security system.
 - iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARB; and
 - v) signs permitted pursuant to the Covenants, Section 10.03.
 - vi) No structure shall be erected or placed on any lot unless its location is consistent with established setbacks.
- b) In no event during approved construction of any structure shall more than one job identification sign be approved by the ARB
- c) No flags whatsoever shall be installed, altered, or maintained on any lot except for one American Flag no larger than 3 feet by 5 feet on a flagpole attached to the house or garage on the lot.

(Covenants Article VI, 6.08)

Setbacks

In approving plans and specifications for any proposed structure, the ARB may establish setback requirements for the location of such Structure. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks. (Covenants Article VI, 6.09)

The City of Port Wentworth has established setbacks of 5 ft from rear property lines or 4 ft from side property lines for all structures over 30 inches.

Fences and Walls

No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written

approval of the ARB of plans and specifications for such fences and walls. No chain-link fences shall be erected or maintained on any lot except as required by any applicable governmental authority. (Covenants Article VI, 6.10)

- All fence construction within Lake Shore shall be unpainted pressure treated wood, built in the 'shadow box' design. All fencing must be at least 15ft from the front elevation of the primary structure on the lot.
- All fencing on lake front lots must taper down to four feet at or around the rear patio.
- Fences shall not extend to the front of the lot from the front elevation of the principle residential structure on the lot. Exceptions to this guideline may be granted by the ARB for fence segments designed for decorative or ornamental use.
- All fences must be built within the owner's property lines unless express written permission is given by the neighbor affected.
- No fence may enclose HOA Common Property as a part of an owner's lot.

Roads, Driveways and Parking Areas

No road, driveway, or parking area shall be constructed or altered on any lot without the prior written approval of the ARB of plans and specifications for such roads, driveways, and parking areas. (Covenants Article VI, 6.11)

- Driveways and parking pad extensions shall be paved with concrete only.
- Any widening of driveways must get a city permit before applying for an ARB permit.
- Driveways may not be over 24 ft wide.

Walks and Patios

Walks and patios shall be made of wood, stone, brick, or concrete only.

Television and Radio Antennas

No exterior antenna, aerial, satellite dish, or other reception device shall be constructed or installed on any Structure located on any lot, or be placed on or affixed to any other portion of any lot; provided, however, and notwithstanding the foregoing, the Owner of each lot shall have the right to install, maintain, and use on such lot an antenna, aerial, or satellite dish that is designed to receive television broadcast signals and an antenna, aerial, or satellite dish that is no larger than one meter in diameter that is designed to receive direct broadcast satellite service or video programming services via multipoint distribution services, provided that such antenna, aerial, or satellite dish is positioned on that location on the lot which affords the reception of the best quality signal while being the least visible from any other lot. (Covenants Article VI, 6.12)

- Satellite dishes shall not be permitted unless approved in writing by the ARB. In considering a property owner's request to install a satellite dish, the ARB shall consider such factors as the size of the dish, its proposed location, the presence of a privacy fence or natural buffer concealing its presence, its propensity to block a neighbor's views, and any other factor which, in the opinion of the ARB, relates to the aesthetic acceptableness of the dish. Any satellite dish installed on property prior to the establishment of this guideline must be removed upon a change of ownership of such property unless the property owner complies with this guideline beforehand.

Clotheslines, Equipment and Woodpiles

All clotheslines, equipment, woodpiles and solar equipment shall be kept screened by fencing so as to conceal them from view by neighboring residences and streets and may be maintained only in the rear yards of a lot. (Covenants Article VI, 6.13)

Maintenance of Lots and Structures

Each owner shall keep and maintain each lot and structure owned by such owner, as well as all landscaping located thereon, in good condition and repair, including, but not limited to,

- (i) The repairing and painting (or other appropriate external care) of all structures,
- (ii) The seeding, watering and mowing of all lawns, and
- (iii) The pruning and trimming of ail trees, hedges and shrubbery so that the same are not obstructive of a view by motorists, pedestrians of street traffic.

Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a lot to the curb of the street bordering said lot and shall exclude Common Property being maintained by the HOA. If, in the opinion of the ARB, any owner shall fail to perform the duties imposed by this Section, the ARB shall notify the HOA. If the board shall agree with the determination of the ARB with respect to the failure of said owner to perform the duties imposed by this Section, then the Board shall give written notice to the owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within ten (10) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. (Covenants Article VI, 6.14)

- No property' owner shall allow any weeds and/or rank vegetation to exist on their property', which endangers the public health or welfare of the other property owners of the HOA. The words "weeds and/or rank vegetation" as used herein shall specifically include, but not limited to, weeds and grasses causing hay fever; those plants which serve as breeding places for mosquitoes or as a refuge for snakes, rats, or other vermin, or as a hiding place for filth; and any growth that creates a fire or traffic hazard or an annoyance due to unsightliness.
- Whenever there exists on any lot, tract, or parcel of land any weeds and rank vegetation which measures fifteen inches in height and within 150 feet of any building, structure, or dwelling or recreational area, the HOA shall notify the property owner or occupant of such property' to cut or remove such weeds and or rank vegetation. If the property owner or occupant receiving notice fails to have the weeds and/or rank vegetation cut or removed from his/her property within ten (10) days after such notice, the remedies specified in Article X of this handbook shall be applied.
- Lawns should be kept tidy and mowed. The City of Port Wentworth has established that lawns should be no higher than 8 inches, and that weeds within 150 ft of any building structure shall be no more than 15 inches in height. (See also: Nuisances, City Municipal Code Chapter 14)
- If a property owner has fenced his lot in such a way that it does not enclose his property to the property line, the owner is still required to maintain those areas of his property outside his fence to the extent of his actual property line.

Parking and Maintenance of Vehicles

(See also: Article IV, Permitted Use of Common Property; see also Nuisances)

Parking

Vehicles owned or used by owners or occupants of a residence shall be parked only in a garage or on the driveway or parking area serving the residence. All vehicles parked outside of a garage must be properly licensed and in working order, and no vehicle maintenance may be conducted outside of a garage. (Covenants Article VI, 6.15)

- Derelict or otherwise undrivable vehicles stored in driveways, including vehicles that have flat tires, weeds growing under them, or vehicles being used as storage are not permitted.

- No vehicle or motor vehicle shall be parked in back yards unless concealed by a fence. No motor vehicle may be parked in the front yard of any residence unless upon a paved driveway leading directly from the roadway to the resident's garage. No parking will be allowed upon any unimproved surface, including but not limited to grass and dirt surfaces.
- No commercial vehicle over ¾ ton shall be parked overnight, or stored, on driveways or designated parking areas within the Lake Shore HOA.

Street Parking (City Municipal Codes)

The City of Port Wentworth owns and maintains the streets within the HOA area. The following are the City codes regarding parking and operation of vehicles which are applicable in the Lake Shore HOA area.

City Municipal Code, Sec. 13-53. - On street parking, residential areas.

- (a) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked parallel to the curb or edge of the roadway, and in the direction of authorized traffic movement.
- (b) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked with the right-hand wheels parallel to and within twelve (12) inches of the curb or as practicable to the edge of the right-hand shoulder.
- (c) As provided in this article, no vehicle shall stop, stand, or park:
 - (1) On a sidewalk.
 - (2) Within an intersection; or
 - (3) At any place where official signs prohibit stopping or parking.
- (d) As provided in this article, no vehicle shall stop, stand, or park, except momentarily to pick up or discharge a passenger or passengers:
 - (1) In front of a public or private driveway.
 - (2) Within fifteen (15) feet of a fire hydrant.
 - (3) Within twenty (20) feet of a crosswalk at an intersection.

City Municipal Code, Sec. 13-54. - On street parking, odd-even parking.

- (a) As provided in this article, every vehicle stopped or parked on a roadway within all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD), areas shall park on the side of street with odd numbered addresses in odd months, and shall park on the side of the street with even numbered addresses in even months.
 - (1) Odd months: January, March, May, July, September, and December.
 - (2) Even months: February, April, June, August, October, and December.
- (b) As otherwise provided and pursuant to this article, in order to facilitate orderly and safe transition between months, vehicles may park on either the even or odd side of the roadway between 10:00 p.m. on the final day of a month and 10:00 a.m. on the first day of a month.

City Municipal Code, Sec. 13-60. - Violations, in general.

- (a) Violations of this article are per se violations for the purposes of scienter.
- (b) Each calendar day constitutes a new and separate offense under this article.
- (c) For the purposes of determining penalties pursuant to this article, the twelve (12) month calculation shall refer to the date of violations.
- (d) There is a rebuttable presumption that the registered owner of any vehicle in violation of this article is the responsible party upon whom to serve the notice of violation and to receive any fines or penalties associated therewith.

City Municipal Code Sec. 13-5. - Operation of tractor-trailers and other large trucks.

(a) It shall be lawful for owners-operators to drive their trucks home (tractors only) by the shortest route to and from state and/or federal highways.

(b) It shall be lawful for owners-operators to repair their trucks (minor repairs), at their residence, on their property (not on the street right-of-way), this being done during daylight hours. Monday through Saturday. No Sunday work shall be allowed.

(c) It shall be unlawful for any tractor-trailer or loaded trucks in excess of six thousand (6,000) pounds to use the city streets except for the delivery or receiving of goods or on designated truck routes.

(d) Any person who violates the provisions of this section shall be punished in the police court of the city as for violation of a city ordinance.

Maintenance of Vehicles:

- Extended maintenance of vehicles, abandoned vehicles or trailers, trash, or any other practice, which constitutes a disruption of the intent and harmony of the community, shall be prohibited.
- Any motor vehicle parked on private property, which does not have a valid, current state motor vehicle tag displayed, must obtain from the Chatham County Inspection Department a permit and decal for the possession of said motor vehicle. No property owner shall allow more than one such vehicle on his/her property at any given time. This restriction does not apply to vehicles which are parked in garages..
- Derelict or otherwise undrivable vehicles stored in driveways, including vehicles that have flat tires, weeds growing under them, or vehicles being used as storage are not permitted.

Commercial and Recreational Vehicles and Trailers

- In addition to the restrictions on parking cars, no commercial vehicle (other than passenger vehicles having a capacity of less than nine passengers), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, open trailer, enclosed trailer, or like equipment shall be permitted on any lot on a permanent basis, but shall be allowed on a temporary basis not to exceed twenty four hours. The Association may waive strict enforcement of this restriction for good cause on a case-by-case basis.
- Any such vehicle or equipment may be stored on a lot, providing such vehicle or equipment is kept in an enclosed space and is concealed from view from neighboring residences and streets. (Covenants Article VI, 6.16)
- Parking of boats, trailers or recreational vehicles in an enclosed garage or in the backyard enclosed by a fence built to the required height is permitted.
- No commercial vehicle over ¾ ton shall be parked overnight, or stored, on driveways or designated parking areas within the Lake Shore HOA.

Golf Carts (City Municipal Codes)

(City Municipal Code)Sec. 13-11. - Operation of personal transportation vehicles on city streets.
modified

(a) Permits the operation of personal transportation vehicles as defined in O.C.G.A. § 40-1-1(43.1) on Port Wentworth local city streets.

(b) Personal transportation vehicles may cross streets and highways that are a part of the state highway system only at designated intersections marked by the appropriate signage. Personal transportation vehicle may cross local city streets at any motor vehicle intersection.

(c) All personal transportation vehicles operated in the city limits under this section shall be operated by a licensed driver, an adult over the age of eighteen (18), or accompanied and supervised by an adult over the age of eighteen (18).

(d) Anyone in violation of this section shall be punished by a fine not to exceed five hundred dollars (\$500.00).

Recreational Equipment

Recreational and playground equipment shall be placed or installed only upon the rear of a lot as approved by the ARB. Basketball goals may also be adjacent to the driveway at locations approved by the ARB providing they satisfy the following requirements:

- Basketball backboards must be clear plexiglass or white in color
- The goal must be the regulation height, 10 ft above the ground
- Basketball poles must be black in color.

(Covenants Article VI, 6.17)

- Play equipment shall be permitted in the rear yard of the lot only with the exception of basketball goals which are permitted in driveways.
- All portable accessories shall be fully enclosed by a privacy fence of not less than six feet in height.

The City of Port Wentworth does not permit basketball hoops to be set up hanging over the street.

Non-Discrimination

No owner or person authorized to act for an owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of, any lot to any person because of race, color, sex, religion, age, or national origin. Anything in this Covenants to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time. (Covenants Article VI, 6.18)

Animals

(See also: Article IV, Nuisances.)

No animals, livestock, or poultry of any kind shall be raised, bred or kept on a lot, except that not more than two (2) tame domesticated animals may be kept on a lot. No animals will be allowed, kept, bred, or maintained for any commercial purpose. No more than two (2) cats or dogs, or combination of the two per household will be allowed. Dogs may be kept provided they comply with the following guidelines.

- The HOA may grant a variance for any lot owner to have more than two (2) dogs of any size or breed. In addition to any other requirements, the HOA may, at its sole discretion, require any dog owner to carry liability insurance before granting a variance for a particular dog
- No dog(s) shall be allowed to exhibit threatening behavior to other domesticated animals or to persons or to injure a person or another animal. If such action occurs then owner of said dog shall immediately be under the strict requirement to either keep said dog that has caused injury or exhibited threatening behavior inside the lot owner's home or to permanently remove said animal from the HOA. All animals must be confined to their owner's lot (except when accompanied and under the close supervision by animal's owner) and under no circumstances shall said animals be allowed to cause a nuisance. Should a dog bark, growl or make any noise more than one hundred (100) times in a twenty (20) minute period and said noise is caught on audio (hearing) and movie (visible) recording and said noise can be heard more than forty (40) feet from the property line of the lot where the dog is located then this shall constitute a nuisance. Dogs that create any nuisance shall either be required to remain inside lot owner's house or said lot owner shall be required to permanently remove said dog from the HOA.

- Vacant lots shall not be used for animals to "relieve" themselves. Regardless of who may claim ownership or stewardship of the animal, all animal waste shall be the responsibility of the lot owner where the animal is living. Lot owners are responsible to prohibit their animals from "relieving" themselves of any waste anywhere on property within the HOA, other than the lot owner's own property and should animals relieve themselves on lot owner's lot then said lot owner must keep the waste removed from their property so that it does not create undesirable smells, get into the storm water system, or attract insects or other creatures.

In addition to any State or County laws that prohibit cruel treatment of animals, the HOA Board specifically prohibits any cruel treatment of animals.

(Covenants Article VI, 6.19)

- The prevailing City of Port Wentworth City Leash Laws will apply, and the City of Port Wentworth Enforcement Resources shall be utilized for enforcement..

City Municipal Codes

- (City Municipal Code) Sec. 4-1. - Definitions.
 - *Domestic animal:* Those domestic beasts such as any dog, cat, rabbit, horse, mule, ass, goat, sheep or hog, or other animal made to be domestic.
- (City Municipal Code) Sec. 4-3. - Animals running at large.
 - It shall be unlawful for any animal, cattle, hog, pig, horse, mule or cow to be allowed to feed or to be loose on any part of the right-of-way of any public street of this city, and the owner of any such animal, cattle, hog, pig, horse, mule or cow found on any part of the right-of-way of any public street of the city shall be fined or imprisoned, or both, under the provisions of this chapter, and said animal, cattle, hog, horse, mule or cow shall be impounded according to law.
- (City Municipal Code) Sec. 4-8. - Owner responsible for nuisances.
 - The owner of animals and fowl shall be responsible for correcting or abating any nuisance that may arise from the keeping thereof.
- (City Municipal Code) Sec. 4-12. - Pet waste.

(a)Definitions. For the purpose of this section, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Immediate—Shall mean that the pet solid waste is removed at once, without delay.

Pet—A domesticated animal (other than a disability assistance animal) kept for amusement or companionship.

Pet solid waste—Waste matter expelled from the bowels of the pet, excrement

Proper disposal—Placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

(b) Requirement for disposal. All pet owners and keepers are required to immediately and properly dispose of their pet's solid waste deposited on any property, public or private, not owned or possessed by that person.

(c) Exemptions. Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose.

(d) Enforcement. The provisions of this article shall be enforced by the Port Wentworth.

(e) Violations and penalty. Any person(s) who is found to be in violation of the provisions of this section shall be subject to a fine not to exceed one thousand dollars (\$1,000.00).

Solid Waste, Garbage Cans and Trash Cans

(See also: Article IV, Nuisances.)

- No person shall dump rubbish, garbage, or any other form of solid waste on any lot or Common Property or within the right of way of any street in the HOA.
- No person shall burn rubbish, garbage or any other form of solid waste on any lot or on Common property, or within the right of way of any street in the HOA.
- No lumber, metals, bulk materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any lot unless screened from view.
- If rubbish, garbage or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made in order to provide access to persons making such pickup. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards.

(Covenants Article VI, 6.20)

- Garbage cans may be placed:
 - Directly in front of garage, not along drive.
 - Beside house, but not next to, or in direct sight of, a neighbor's front .
 - Inside the garage
 - In the backyard.
- Garbage cans cannot be stored on front porches
- Garbage cans must be kept closed at all times.
 - Excess trash should be stored in the garage or back yard.
 - Extra bins may be obtained through the city for a monthly fee.
- At no time are offensive odors from garbage cans or other trash that are detectable from over the property line permitted.
- Bins are to be placed out for collection no earlier than midday the day before a trash pickup. Bins are to be removed from the street side no later than 12 hours after the trash has been collected.
- Bulk waste cannot be placed at the curb earlier than midday before the bulk waste pickup day.
- Trash spilled from trash pickup trucks and workers must be picked up and put in your bin.
- Any trash on the owner's yard must be picked up by the owner/resident.
- In the Villas at Lake Shore HOA area, garbage bins may be wheeled over Lake Shore HOA Common Property to be stored as required in the Villas HOA's Covenants on the back patio slab.

Holiday Decorations

Notwithstanding anything contained herein to the contrary, the Board shall be entitled to establish reasonable rules and regulations limiting the types and extent of holiday decorations and the maximum length of time holiday decorations may be placed outside of houses before and after holidays. (Covenants

Article VI, 6.06)

- Holiday decorations may be displayed starting in the calendar month prior to the holiday and must be removed no more than two weeks after a holiday.
- If holiday decorations are not removed in a timely manner, a fine of \$25 a week will be assessed.

Fireworks

The City of Port Wentworth permits fireworks on the following days and times:

- New Years Eve until 11:59 pm
- New Years Day from midnight to 1 am.
- The last Saturday and Sunday in May until 11:59 pm but not on the Memorial Day holiday
- July 3rd and July 4th until 11:59 pm
- The first Monday in September (Labor Day) until 11:59 pm

In Georgia, fireworks cannot be used on sidewalks or in the streets and cannot be used by anyone under the age of 18.

Please be respectful and courteous to your neighbors who may not enjoy fireworks, may suffer from PTSD, may have small children, or may have pets that are frightened by them. If you plan to use fireworks, we encourage you to talk with your neighbors ahead of time and try to accommodate their needs.

Nuisances

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done there which may be or may become an annoyance or nuisance to anyone in the HOA. (Covenants Article VI, 6.21)

No nuisance shall be permitted to exist or operate upon any property, which may be detrimental to any other property on the vicinity thereof or to its occupants. Nuisances may include noise, odors, and unsightly lots.

City Municipal Code Chapter 14: Nuisances

Sec. 14-2. - Illustrative enumeration.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (a) Noxious weeds and other rank vegetation over twelve (12) inches in height.
- (b) Grass over eight (8) inches in height.
- (f) All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- (g) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (l) Working on vehicles in residential neighborhoods for a fee, the parking or storage of derelict vehicles at residential property.
- (o) Dense smoke, noxious fumes, gas, soot or cinders in unreasonable quantities.

Noise

City Municipal Code Chapter 15: Noise Sec. 15-63. - Noise disturbance prohibited.

- (a) Prohibited. No person shall make, continue, or cause to be made or continued, except as permitted, any noise disturbance, or any noise in excess of the limits for such noise established in this section.

(b) Maximum permissible sound levels. With the exception of sound levels elsewhere specifically authorized by this article, table 1 sets forth the maximum permissible sound levels allowed at or within the real property boundary of a receiving land use. Any activity or use that produces a sound in excess of such noise levels for a receiving land use shall be deemed a noise disturbance and is in violation of this article.

(c) Measurement of sound. The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute or its successor body. The instrument shall be maintained in calibration and good working order. Octave band corrections may be employed in meeting the response specification. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. Traffic, other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. It is the intention that this sound to be measured is what is being created by the sound complained of excluding intruding noises from isolated identifiable sources but including ambient sound level. The measure of all sound levels shall be made as close to the property line of the receiving land use as is practical.

Sound Levels by Receiving Land Use: Residential – At all time – 60db

1) Any zoning district designated as "residential."

(3) For any source of sound which emits a pure tone, the maximum sound level limits set shall be reduced by five (5) dBA.

(d) Equipment use restrictions. Regardless of decibel levels, the following equipment may not be operated between the hours of 9:00 p.m. and 7:00 a.m.:

(1) Electrical power tools.

(2) Motor powered, muffler equipped lawn, garden and tree trimming equipment; and

(3) Construction equipment, which includes landscaper's lawn mowers and other landscaping motorized equipment.

(e) Animals. Regardless of decibel levels, no person shall keep any animal or bird which by causing frequent or long-continued noise, audible beyond the property line of the premises on which the animal is located, disturbs the peace, quiet, and comfort of neighbors of ordinary sensitivity in residential or noise sensitive areas. This provision shall not apply to sounds made by animals kept in animal shelters, veterinary hospitals, commercial pet kennels, or pet shops

Article V: Common Property

Right of Enjoyment

Every owner of a Residence shall have a right and easement to use and enjoy the Common Property as it is constituted from time to time, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other owners. The HOA may permit persons who are not owners of residences to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the HOA as provided in Sections 2.03 and 3.05. (Covenants Article 2, 2.02)

Rights of the Association

The rights and privileges conferred in Section 2.02 hereof shall be subject to the right and, where applicable, the obligation of the HOA acting through the Board to:

- promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property, including, but not limited to, provisions for the imposition and assessment of fines for violation of any such rules or regulations.
- charge reasonable fees in connection with the admission to and use of facilities or services by Members and non-Members; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes.
- suspend, pursuant to Section 3.05, the voting rights of any Member and the rights of enjoyment granted or permitted by Section 2.02.

(Covenants, Article 2, 2.03 A, C & G)

Permitted Uses of Common Property

Loitering after hours at the Clubhouse is not allowed. The HOA is authorized to call police to enforce this rule. Residents are encouraged to do the same. (Covenants Article IV, Section 1)

- The consumption or use of alcohol or drugs on any Lake Shore HOA Common Property is forbidden. Violations of this rule may result in loss of use of the HOA Common Property.
- No loitering on Common Property.
- No election signs, lobbyists, tents, banners, or anything of a partisan nature, is permitted to be placed or displayed on any HOA Common property, to include areas adjacent or near to the clubhouse when it is in use as a polling station.
- No signs of any kind are permitted to be placed or displayed on any HOA Common Property without the express permission of the ARB and/or Board.
- No vehicle may park on, or drive over, Lake Shore HOA Common Property except only in areas designated as a parking area. These areas are:
 - at the clubhouse,
 - on Chestnut Circle,
 - at the Boat Ramp, and
 - at the mailbox area in the Villas at Lake Shore.
- Posted parking hours and conditions must be obeyed.
- Vehicles illegally or improperly parked on Lake Shore HOA Common Property, whether a designated parking area or not, may be subject to towing.
- In accordance with UCGA 44-1-13 (a.1), Lake Shore HOA has the authority to order improperly or illegally parked cars on HOA Common Property to be towed.
 - The Lake Shore HOA uses Gordon's Wrecker, 111 Douglas St, Savannah as their towing service.
 - Gordon's Wrecker may be contacted at 912-352-2727.
 - They provide a 24 hour towing service.
 - The minimum towing fee is \$175.
 - The minimum storage fee is \$25 a day.
 - Cash or certified funds are accepted.

Article VI: Clubhouse Rules and Terms of Usage

The clubhouse is available to all Lake Shore residents who are current with their amenity payments. Persons other than homeowners may rent the Clubhouse provided they meet all of the established guidelines. Failure to abide by the following rules may result in suspension, expulsion, or possible legal prosecution.

- 1) The Clubhouse will not be opened to the homeowners except for special occasions (i.e. HOA parties or functions) or for rentals made with the HOA.
- 2) Loitering after hours at the Clubhouse is not allowed. The HOA is authorized to call police to enforce this rule. Residents are encouraged to do the same.

(Covenants Article IV, Section 1)

General Information

The Clubhouse is available for use for private functions by all community members in good standing. Tenants of rental properties must have a lease agreement on file. A community member may be denied use of Clubhouse for the following reasons:

- Delinquency in payment of Association Assessment
- History of Damage to the Clubhouse
- History of Negligence concerning clubhouse rules
- Other reasons deemed substantial by the board of directors.

The clubhouse should be considered an extension of your home, it should be cared for and used in the same manner. The goal of the Board of Directors is to protect your clubhouse and the HOA investment in the property .

Rental of the Clubhouse should only be used for personal functions (birthday parties, baby showers, anniversary celebrations, etc.) and not business functions. Clubhouse rental may be limited or denied at the discretion of the Board of Directors.

The Clubhouse facilities and used grounds must be left clean and suitable for the next reservation and exactly as outlined on the Cleaning Checklist. A copy of the Checklist will be included with the emailed confirmation and copies will also be available in the clubhouse kitchen. Should any additional cleaning be required after the clubhouse is checked, the Association will use its cleaning service and pay any cleaning charges from the security/cleaning portion of the rental fee. If any damage occurs and/or additional cleaning is needed which exceeds the amount of the deposit, the associated HOA property account will be billed for any additional expense. The security amount remaining will be reimbursed to renter by Association check. Brooms/mops and basic cleaning supplies are provided.

Maximum Capacity

The Clubhouse can safely hold a maximum of 75 people. The capacity numbers are a safety requirement in accordance with the Chatham County Fire Code.

Hours

The Clubhouse is available for personal functions between the hours of 10:00 and 22:00. If earlier access is needed for set up, this may be arranged with the Clubhouse Coordinator but is not guaranteed. All functions must be over, including cleaning, by the end of the scheduled rental for Clubhouse Coordinator walkthrough.

- a. During the holiday season and graduation season, the Board of Directors has the right to determine if a lottery or another means is needed to accommodate the number of requests for reservations. But generally, reservations are on a first come, first served basis.
- b. On request, the Board may make the clubhouse available the day before the rental for access to decorate the clubhouse.
 - I. There will be a \$50 charge for this access.
 - II. The length of time the clubhouse will be opened is 4 hours maximum.
 - III. Availability of the clubhouse for this access depends on rentals already scheduled, and the availability of a volunteer Board member to open and close the clubhouse.
 - IV. There will be a walk through at the start and finish of this access. The homeowner must sign to accept the clubhouse.
 - V. Decorative items and any other items left in the clubhouse overnight are left at the clubhouse renter's risk.
- c. Reservation policy does not allow private functions to be held on the following holidays, unless otherwise agreed upon with the Board of Directors:
 - New Year's Eve/Day
 - St Patrick's Day/weekend
 - Easter Day
 - Thanksgiving
 - Memorial/Labor Day Weekend
 - Christmas Eve/Day
 - Fourth of July

Items included in rental

- 12 tables and 84 chairs (additional tables and chairs or decorations may be brought to the event at clubhouse renter's discretion but must be completely removed at the conclusion of the event).
- Broom, mop, and basic cleaning supplies.
- Paper supplies are supplied as follows: 1 roll of toilet paper per bathroom, 1 roll of paper towels for the kitchen.

Rental fee

Two separate checks/money orders are required which includes.

- non-refundable amount of a minimum of \$75.00 rental fee for a 4-hour rental period, plus the \$50 charge for opening/closing the day before the rental for the purpose of decorating the facility (if applicable) and
- security/cleaning deposit of \$150.

Checks/money orders to be made payable to Lake Shore HOA . (Each extra hour reserved over the 4hour rental is \$10 per hour for a maximum of 12 hrs.)

The checks must be paid with the owner/resident's personal check bearing their name, date of the rental and the Lake Shore home address. The check/money order must be received no later than 2 weeks prior to rental and will be cashed once received.

By submission of rental/deposit checks/money orders, clubhouse renter agrees to abide by all rules and regulations as set forth herein. The deposit check will hold the rental date and time until the signed Rental Agreement is submitted with the rental check no later than 2 weeks before the rental date.

In event of a NSF return, associated HOA property's account will be charged for any fees incurred, bank/management related, and rental cancelled.

Rules of Usage

1. Decorations may be used; however, no items may be attached to the walls, wood work, windows, tables, or any surfaces. Use of tape, staples, a staple gun, push pins, tacks, command strips, nails, glitter, birdseed, rice, silly string, bubbles, water balloons, or confetti are strictly prohibited in the amenity and parking areas. If balloons are used all balloons, string etc. must be removed. No balloon releases are permitted from the clubhouse, adjacent common property, and parking area.
2. Renter agrees to be present during entire time of set up and actual usage and must be the last person to leave. Renter is responsible to ensure that all window and doors are secure. If the Clubhouse is left unlocked and unattended for any reason, at any time, your entire deposit will be forfeited, and event will be canceled.
3. Renter agrees to limit the number of persons to no more than seventy-five (75).
4. Renter agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas.
5. Renter agrees to no smoking inside the Clubhouse. Illegal drugs, activities and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.
6. Renter agrees to limit the volume of all music, and all noise (including talking) generated during the use to a level that does not disturb other Homeowners. Music is limited to the clubhouse and is not permitted at the pool or any area outside the Clubhouse. Unreasonable, disruptive, or offensive language is prohibited.
7. Renter(s) and all guests should be dressed appropriately; Shirts and shoes must be worn at all times in the clubhouse, no swim attire is permitted in the Clubhouse.
8. Candles (to include tea lights) with burning flames are not permitted in the amenity area.
9. Pets are not permitted in any of the amenity areas. Task Trained Assistance Dogs are permitted on a case-by-case basis.
10. The clubhouse is available beginning at 10:00 the day of reservation and all clean up must be completed no later than the scheduled end of the rental period. All items brought into the clubhouse must be removed by the scheduled end of the rental following the event. (This includes all trash, decorations, leftover food etc.)
11. Renter agrees to follow the setup/cleanup procedures as well as to return all furniture to its original position. If furniture is moved it must be properly moved, no dragging which can damage the floor and the furniture. All furniture must remain in the clubhouse and not placed or used outside.
12. Renter agrees to sign for the clubhouse at the start of the rental (or time booked for the purpose of decorating the clubhouse for an event, if applicable) by signing the Cleaning Checklist in the Pre-event column after the walk-through as a required part of the setup procedure. Renter agrees to sign the Post-event column at the end of the rental (or time booked for the purpose of decorating the clubhouse for an event, if applicable) after the walk-through as a required part of the cleanup procedure, and to mark the end of the homeowner's responsibility. This procedure is in place to protect both the homeowner and the HOA.
13. Do not remove any items attached to the walls.
14. Any event open to the public is prohibited. Any events where items or services are being sold or money is collected are prohibited. Charging fees to attend or participate in your event, including, but not limited to, a registration or admission fee are prohibited. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud, and I agree to pay the HPOA

liquidated damages of \$1000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged.

15. Renter is responsible for all personal liability insurance associated with event.
16. I understand that I will not be allowed to serve any alcoholic beverages on the premises of the clubhouse to anyone. If there is evidence of alcohol consumption, the deposit will be forfeited.
17. No smoking or use of tobacco products in or on any Common Areas
18. No doors may be obstructed during the rental period. Doors must remain closed at all times; they cannot be propped open, tampered with, or locking systems disengaged. Take special care to leave exits free of obstacles. It is imperative that events do not interfere with the Fire Codes.
19. All surfaces, tables, chairs, sinks, countertop, cook top, refrigerator, floors etc. must be left free of all food, grime, dirt, and debris.
20. All floors must be left free of all food, grime, dirt, and debris. Homeowner must provide vacuum cleaner.
21. All trash cans must be emptied (including bathrooms) and put the bags in the large green trash cans located outside the clubhouse. All trash must be bagged. Excess trash that does not fit in the two trash bins provided must be removed from the premises and cannot be left stacked next to the bins.
22. Renter agrees to assume 100% responsibility for conduct and personal belongings of himself and his guests, and for security in the clubhouse during the rental period. Penalties will be assessed at the complete discretion of the Board of Directors.

Deposit

The deposit is refundable upon confirmation by the Clubhouse Coordinator that the facility was left undamaged, clean, and in good condition and that the above rules have been observed. The deposit will usually be returned within 10 working days. Any cost incurred in cleaning or repairing the facility will be deducted from the deposit.

By signing the agreement, the homeowner/renter agrees to be responsible for any and all costs incurred for repair of the facilities or to restore it to its condition prior to the subject event. These costs shall not be limited to the amount of the deposit. If any legal action must be taken to collect any additional amount not covered by the deposit, the renter must pay any attorney fees. The following issues will result in forfeiture of deposit:

- Renter not being present within 10 min of the requested start of the rental without notification to Clubhouse Coordinator by agreed meeting time.
- Clubhouse not ready to be locked at by the scheduled end of the rental period.
- Use of swimming pool. The swimming pool area is strictly off-limits during Clubhouse Rental.
- Smoking/burning candles being evident in the clubhouse
- Alcohol present in clubhouse.
- Not keeping all doors and windows closed during the event when the furnace or air conditioner are in use.
- Cars and/or tents or similar equipment on clubhouse lawn
- Any damage to any surface or contents of the clubhouse will result in security deposit being retained until damage can be assessed.

Further, clubhouse usage rental privileges may be suspended,

By signing the agreement, the homeowner/renter agrees that they, the homeowner/renter, has read and is familiar with the provisions of the Agreement and the rules of the facilities and agrees to comply with same

Article VII: Playground Equipment

- There is a 70 lb. weight limit on playground equipment.
- Infants and toddlers must be supervised by an adult.
- Causing undue disturbance in or about the established playground areas will not be permitted.

Article VIII: Swimming Pool

Pool Rules for General Use

1. All residents in good standing are welcome to use the pool.
2. All residents and guests swim at their own risk. *No use of the pool if you are alone or unattended.
3. The pool may only be used during set pool hours, from 8am to 8pm daily during the season as announced by the HOA Board annually. At no time may the pool be used before sunrise or after sunset as the pool is not equipped with the lighting required for pool usage outside of the stated times.
4. *Shower before entering the pool.
5. Residents who are renting the clubhouse are not permitted to use the pool.
6. *Minor children under the age of (18) must be accompanied by a parent or guardian over the age of eighteen at all times. Minors are never allowed to be in the pool area without constant parental oversight. Parents are responsible for the safety and conduct of their children.
7. Guests are limited to four (4) per household. The resident must be in the pool area while the guests are present.
8. If you open the gate for people who do not have a valid pool key card, they count as your guests, and you are responsible for their behavior and safety. You must remain in the pool area while your guests are present.
9. If you open the gate for underage children who are unaccompanied by a parent or guardian and allow their entry into the pool area, you accept responsibility for their safety and behavior. You must remain in the pool area and provide constant oversight while these children are in the pool area.
10. *Infants and toddlers three years old and younger, and any child not potty trained, must wear snug fitting plastic pants or water resistant swim diapers in the pool. No regular diapers are allowed.
11. Appropriate attire must be used for swimming, no street clothes or shoes are permitted to be worn in the swimming pool or toddler pool.
12. Use of personal flotation devices is permitted, but common sense must be used to adjust usage of these devices to the number of swimmers in the pool at any one time. No oversized/multi-person flotation devices are permitted.
13. No spitting, horseplay, running, screaming or foul language is allowed in the pool area.
14. No skates, skateboards, tricycles, bicycles or other wheeled vehicles may be ridden in the pool area. If you arrive by bicycle, you must stow the bike safely out of the way of other attendees.
15. Music should be played at a low volume so as to not disturb others at the pool area or should be played over headsets.
16. No diving is allowed.

17. *No glass articles are permitted in the pool area. Please keep food, drinks and wrappers ten (10) feet from the swimming pool.
18. No alcohol is allowed in the pool or pool area. Anyone under the influence of alcohol or drugs is not permitted in the pool area.
19. No smoking or vaping in the pool area.
20. No littering. Please place trash in the receptacles provided. This includes all cigarette butts.
21. *Do not swallow the pool water.
22. *Do not swim if you had diarrhea within the past two weeks.
23. No one with open sores or band-aids will be allowed in the pool.
24. *No pets are allowed in the pool or pool area. Task trained assistance animals are allowed on the pool deck; however, they are not allowed in the pool. If you have a task trained assistance animal accompanying you at the pool, it is required that you pick up after them.
25. Swimming is not allowed during heavy rain, or when thunder or lightning is within 5 miles. Swimming may recommence 30 minutes after the thunder or lightening has ceased.
26. Please remove all personal items from the pool area on your departure. The Lake Shore HOA is not responsible for personal items left in the pool area.
27. If any child or adult does not obey the rules of the pool or endangers themselves or others because of disobeying the pool rules they will be asked to leave the pool area. Pool privileges may be suspended.
28. If there are any emergencies, trespassing or serious conduct issues in the pool area at any time, please contact the police by calling 911. There is an emergency pool phone located in the pool area. The emergency pool phone will only call 911.
29. In the event of algae bloom, broken glass, malfunctioning pool pumps, or other situations requiring the temporary closing of the pool for safety reasons, please call Keystone. During business hours, they can be reached at. 912-417-6390.

*The Lake Shore HOA follows the Chatham County code regarding the pool rules. These rules are posted at the pool for your reference. * Before a rule denotes that this is a Chatham County rule.*

Penalties for Breach of Pool Rules

If a homeowner or resident or their guests are found to be in breach of the Lake Shore HOA Pool Rules, the pool privileges associated with the pool key card used to gain access to the pool area may be revoked by the HOA Board of Directors for a period of time commensurate with the severity of the breach and rule breached. *(Refer Covenants 2.02, 2.03(a), 2.03 (e) and 3.05(c).)*

Pool Gate Lock

1. Every household is entitled to a key card for entry into the HOA swimming pool area.
2. Sharing of key cards is forbidden.
3. The key cards are activated for households that are in good standing only.
4. Renters should ask their landlords for a key card. Keystone, the HOA Management company, will only issue key cards to homeowners. Keystone will require a lease agreement showing that the homeowner has granted permission for the renter to use the HOA amenities, and that the homeowner has accepted any subsequent liability arising from this permission.
5. If your household does not have a key card, contact the Keystone.
6. If your household has a keycard, but the key card no longer works, contact Keystone.
7. A non-functioning key card is not an emergency. Do not call Keystone outside of business

hours or on weekends or public holidays to report a non-functioning key card. It is suggested that households check that their key card works at the beginning of pool season or before a long weekend or public holiday.

Article IX: Lake and Pond Usage

Watercraft

Only boats under sixteen (16) feet in length will be allowed in the lake.

No internal combustion engines are allowed in or on the lake, only electric motors are allowed.

No watercraft of any kind may be left in the lake overnight.

Only owners in good standing and their guest are allowed to use watercraft on the lake; the owner must accompany all guests.

Lake Hours

Lake hours will be from a half hour before sunrise to a half hour after sunset.

Limits

Fishing from the lake and ponds will be catch and release only.

Only owners in good standing and their guests are allowed to fish in the lake and ponds; the owner must accompany all guests

Boundary

All of the lots around the lake are owned by the homeowners who live on the lake; when using the lake, you must restrict your activities to the dock area, the ramp area, and the water's surface.

Article X: Enforcement

Rights of the Association

The rights and privileges conferred in Covenants, Article II, Section 2.02, Right of Enjoyment, shall be subject to the right and, where applicable, the obligation of the Association acting through the Board to promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property, including, but not limited to, provisions for the imposition and assessment of fines for violation of any such rules or regulations. (Covenants Article II, 2.03)

Board of Directors - Powers

- To establish, levy, assess and collect the assessments or charges referred to in the Covenants.
- To adopt and publish rules and regulations governing the use of the Common Areas and recreational facilities and the personal conduct of the members and their employees and guests on the Properties, and impose reasonable monetary fines for violations thereof

(ByLaws, Article 4, Section 3)

Violations – ARB Matters

If any structure shall be erected, placed, maintained, or altered upon any lot, otherwise than in accordance with the plans and specifications approved by the ARB, such erection, placement, maintenance or alteration

shall be deemed to have been undertaken in violation of this Covenants and without the approval required. If in the opinion of the ARB the violation shall have occurred, the ARB shall notify the HOA, and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then **the HOA shall have the right to impose such fines and remedies as have been approved of by the Board**, or the Right of Abatement as provided in Section 8.02 of the Covenants may be invoked and acted upon. (Covenants Article V, 5.12)

Right of Enforcement

The Covenants and the restrictions contained herein shall inure to the benefit of and shall be enforceable by:

- (i) The HOA, and
- (ii) Each owner, and such owner's heirs, devisees, legal representatives, successors, and assigns and as such shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

(Covenants Article VIII, 8.01)

Right of Abatement

- Except where different notice provisions are provided in Sections 5.12 and 6.14, in the event of a violation or breach of any Restriction contained in the Covenants, the HOA shall give written notice by certified mail to the owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the owner shall fail to take reasonable steps to remedy such violation or breach within ten (10) days after the mailing of aid written notice, then the Association shall have the Right of Abatement.
- The Right of Abatement, as used in this Section and in Sections 5.12 and 6.14 hereof, means the right of the HOA, through its agents and employees, to enter at all reasonable times upon any lot or structure as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the costs thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or ten (10%) percent per. annum to be a binding personal obligation of such owner enforceable at law, as well as a lien on such owner's lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens, or encumbrances which may in any manner arise of be imposed upon the Lot after such entry, whether arising from or imposed by judgment or decree or by any agreement. contract, mortgage, deed to secure debt, or other instrument, excepting only
 - i. Such liens for taxes or other public charges as are by applicable law made superior,
 - ii. The liens created by Section 4.01 hereof, and

- iii. Any First Mortgage on a lot or lots. Such lien shall not be affected by any sale or transfer of a lot, except that a sale or transfer of a Lot pursuant to a foreclosure of a First Mortgage shall extinguish such lien with respect to the amounts owed as of the date of foreclosure.

(Covenants Article VIII, 8.02)

Suspension of Membership

The Board may suspend the voting rights of any owner, and the Right of Enjoyment (refer Covenants, Article II, 2.02) of any Common Property of any person who:

- a) Shall be subject to the Right of Abatement by reason of having failed to take reasonable steps to remedy a violation, or a breach of the Covenants or the Design Standards within ten days after having received notice of the violation or breach according to the provisions in Covenants, Sections 5.12, 6.14 or 8.02.
- b) Shall be delinquent in the payment of any assessment levied by the HOA according to the provisions in Covenants, Article IV or
- c) Shall be in violation of any of the rules and regulations of the HOA relating to the use, operation, or maintenance of Common Property.

This suspension shall be for the balance of the period in which the owner shall remain in violation, breach or default, except that in the case of a violation described in subsection c0 of Covenants, Section 3.05, the suspension may be for a period not to exceed sixty days after the cure or termination of such violation. (Covenants Article III, 3.05)

Violation Notice to Owners and Fine Structure

Violation Process

- The Lake Shore HOA does not issue violations for City Municipal Code infringements. If the HOA has a published rule or regulation or Section or wording in the Covenants or ByLaws specifically addressing that issue, then the HOA Violation Process will be followed.
- When a violation of any of the Covenants, Design Standards or General Rules and Regulations is recorded either during an inspection of the HOA property, or by other verified report, a written notice of the violation will be sent to the owner of the property concerned. This notice should be as specific as possible including any photographic evidence, or similar, and an itemization of the Covenants, Design Standard or Rule or Regulation that was violated.
- The written notice of violation will be sent via Certified mail as required in the Covenants, Article V, 5.12. The actual cost to the HOA in sending this notice is to be assessed against the owner's account.
- The written notice will give a ten (10) days' notice to remedy the violation and will specify the required remedy.
- The written notice will advise the owner that it is the responsibility of the owner to report when the violation has been remediated, and to provide proof of this. Failure to inform the remediation may result in any fines assessed continuing until the next scheduled HOA inspection.
- The written notice will include the information that, after the ten days' notice to remedy, should the violation not be remediated, a fine will be assessed against the owner's account until the remediation is accomplished.
 - Any legal fees, postage, copying, labor etc. incurred in connection with fines and other remedies required to correct a violation are to be assessed against the owner's account.
 - Interest will be charged on outstanding amounts in an owner's account. The rate of interest is to be decided by the formula in the Covenants, 8.02.

- (...the costs thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or ten (10%) percent per. Annum to be a binding personal obligation of such owner enforceable at law, as well as a lien on such owner's lot enforceable pursuant to the provisions of Section 8.04 hereof. (Covenants Article VIII, 8.02)
- Any properly reported and documented violation or outstanding fines incurred from such a properly reported and documented violation will result in the loss of good standing of an owner, regardless of other considerations.

(The Board may suspend the voting rights of any member and the right of enjoyment of the Common property of any person who:

- a) Shall be subject to the Right of Abatement as defined in Section 8.02 by reason of having failed to take reasonable steps to remedy a violation or breach of weather the Covenants or the Design Standards within ten days after having received notice of the same
- b) Shall be delinquent in the payment of any assessment levied by the HOA pursuant to the provisions of Article IV – Assessment.
- c) Shall be in violation of any of the rules and regulations of the HOA relating to the use, operation or maintenance of the Common Property. Such suspension shall be for the balance of the period in which said member or person shall be in violation, breach or default, as in a and b, except that in the case of a violation described in subsection c of this section 3.05, the suspension may be for a period not to exceed sixty days after the cure or termination of such violation.)

(Covenants Article III, 3.05 Suspension of Membership)

Fines

- Fines shall be assessed at one hundred dollars (\$100) per week from the day after the ten days' notice expires. The fine will cease accruing either when the owner satisfactorily reports the violation has been corrected, or when the HOA management company notes the violation has been corrected, whichever is sooner.
- In the case of severe disrepair of a lot or residence, where the state of severe disrepair continues for six months, the fine will be assessed at \$1000 per month. The fine will cease accruing either when the owner satisfactorily reports the violation has been corrected, or when the HOA management company notes the violation has been corrected, whichever is sooner.
- If holiday decorations are not removed in a timely manner, a fine of \$25 a week will be assessed. (Refer to Holiday Decorations, Article IV, this document),
- The owner notification to the HOA Management company can be via the HOA Management Portal, email, mail or phone call. However, the accumulation of the fine will not cease until photographic or other evidence of the remediation of the violation is received by the HOA management Company.

Contesting Violations

Owners may contest a violation notice. Any fines assessed will accumulate until the matter is resolved. Fines may be reversed in an owner's account if the violation is found to be groundless.

New Owners of Lot with Active Violation

- New owners of a lot will be notified of any outstanding violations from the previous owner and will be afforded time to remedy these existing violations.
- Violations in existence when a new owner purchases a lot must be remedied and are not waived or permitted due to the circumstance of a new owner of the property.

Towing of Improperly Parked Cars on HOA Common Property

- Vehicles illegally or improperly parked on Lake Shore HOA Common Property, whether a designated parking area or not, may be subject to towing.
- In accordance with UCGA 44-1-13 (a.1), Lake Shore HOA has the authority to order improperly or illegally parked cars on HOA Common Property to be towed.
 - The Lake Shore HOA uses Gordon's Wrecker, 111 Douglas St, Savannah as their towing service.
 - Gordon's Wrecker may be contacted at 912-352-2727.
 - They provide a 24 hour towing service.
 - The minimum towing fee is \$175.
 - The minimum storage fee is \$25 a day.
 - Cash or certified funds are accepted.

Article XI: Amendments to Design Standards and General Rules and Regulations

These guidelines may be amended by a two-thirds vote of the ARB and a two-thirds vote of the Board of Directors. In the event the Board of Directors fails to approve, modify, or disapprove within thirty (30) days after submission, approval shall be deemed granted.

The board will promptly publish the changes and make the updated version of the Rules and Regulations available to all Lake Shore homeowners..

Addenda

Attached as addenda, for your convenience, are links to the City of Port Wentworth website, with added links to the download page for building permits, and a link to the Municipal Codes for the City (as Addendum 1); the three ARB Permit Request Forms (as Addendum 2), and the Clubhouse Rental Request and Agreement form (as Addendum 3).

Addendum 1 – City of Port Wentworth links

- City of Port Wentworth website <https://portwentworthga.gov/>
 - Sitemap of website <https://portwentworthga.gov/sitemap/>
- City of Port Wentworth Water and Sewer <https://portwentworthga.gov/dept-publicserv-water/>
- City of Port Wentworth Zoning and Permits <https://portwentworthga.gov/srvc-permitting/>
 - This includes Zoning Map, Zoning Ordinances, Documents and Forms for various building permits, fee schedule, and other material.
- City of Port Wentworth Municipal Codes
 - https://library.municode.com/ga/port_wentworth/codes/code_of_ordinances

Addendum 2 – ARB Permit Requests

1. Homeowner's Permit Application
2. Homeowner's Permit Application for Fence Construction
3. Homeowner's Variance Application

Addendum 3 – Clubhouse Rental Contract

- Clubhouse Rental Request and Agreement

Amendments

There are no Amendments to the Lake Shore Homeowners Association of Port Wentworth, Inc, 2024 Handbook as of December 2, 2024.

**Lake Shore Homeowners Association of Port Wentworth
Architectural Review Board
Homeowner's Permit Application**

If you wish to make changes or improvements to your property, please complete the application and return it to Keystone Association managers, the Lake Shore HOA Management company, for submission to the ARB for review. If you need a time extension for a current project, or a violation remediation, you will also need to submit this form.

Note: NO construction or other work may begin until plans are approved by the ARB. Incomplete submissions will be automatically denied, and the homeowner will be asked to resubmit with the required information. City Permits, if required, must be submitted when obtained, and before work begins. Review of these plans is to check with compliance with the and the HOA Design Standards. Approval of these plans by the ARB does not imply approval from any other local, county, state, or federal agencies or authorities.

Instructions:

1. Prepare a detailed sketch of the proposed improvements.
2. Provide a site plan and indicate the location of the proposed improvements.
3. Include color chips or material samples, if possible. A URL of a website showing the proposed color, material, style or item to be installed is acceptable, providing the item is clearly indicated..
4. Obtain a City Permit, if needed, and submit the City Building Permit number.
5. Complete the following form, which must be signed by the HOA member/record owner, and returned to Keystone Association Managers, along with any City Permits, fence approval permits, letters etc. indicated as needed below.
- 6.

Forms and required documents may be returned to Keystone Association Managers in the following ways:

Via the homeowner portal at <https://www.thekeymanagers.com/hoa-homeowners/>

By email, as an attachment, to HOA@TheKeymanagers.com

Or to 7160 Hodgson memorial Dr, Ste 101, Savannah, GA 31406.

Name: _____ Date: _____

Address: _____ Lot Number: _____

Phone #: _____ Email Address: _____

Homeowner's Signature: _____

Contractor's Phone #: _____ Contractor's Name: _____

Request is for: (Choose all that apply)

Color Change (Submit details of current color scheme, proposed color scheme with samples, as per instructions)

Fence (Please fill out and submit the Fence Permit Request

Landscaping (please supply a diagram of the current landscaping and the desired changes or additions)

Tree Removal/Replacement (Include letter from arborist for tree removal, show location, size and species of new tree)

Utility Shed (Sheds over 10'x12' must have a City Permit. Must be placed 5 ft from property line. Must match color, material and finish of house.)

Satellite Dish _____ Roof _____ Roof Color: _____

Other: (Please supply details on a separate page) _____ Variance (Please fill out and submit a Variance request)

ARB Use Only

Date Received: _____ Received By: _____

Approved _____

Denied _____

Date Approval/Denial: _____

ARB Signatures: 1. _____ Name: _____

2: _____ Name: _____

3: _____ Name: _____

4: _____ Name: _____

Comments:

**Lake Shore Homeowners Association of Port Wentworth
Architectural Review Board
Homeowner's Permit Application for Fence Construction**

This application is for fence construction only, please complete this form and return it to Keystone Association Managers, the Lake Shore HOA management company, for submission to the ARB for review

Note: NO construction or other work may begin until plans are approved by the ARB. Incomplete submissions will be automatically denied, and the homeowner will be asked to resubmit with the required information. City Permits, if required, must be submitted when obtained, and before work begins. Review of these plans is to check with compliance with the and the HOA Design Standards. Approval of these plans by the ARB does not imply approval from any other local, county, state, or federal agencies or authorities.

Type of building materials/style: All fences within the Lake Shore Homeowners Association of Port Wentworth must be constructed of unpainted pressure treated wood, built in a shadow box design. Fences are to be six feet in height, excepting on lake front lots, where fences must taper down to four feet at, or around, the rear patio.

Instructions:

1. Prepare a detailed sketch of the proposed fence.
2. Provide a site plan and indicate the location of the proposed fence.
3. Include signed statements from neighbors if connecting to an existing fence.
4. Obtain a City Permit and submit the City Building Permit number.
5. Complete the following form, which must be signed by the HOA member/record owner, and returned to Keystone Association Managers, along with any City Permits, Fence approval permits, letters etc. indicated as needed below.

Forms may be returned to Keystone Association Managers in the following ways:

Via the homeowner portal at <https://www.thekeymanagers.com/hoa-homeowners/>

By email, as an attachment, to HOA@TheKeymanagers.com

Or to 7160 Hodgson memorial Dr, Ste 101, Savannah, GA 31406.

Name: _____ Date: _____

Address: _____ Lot Number: _____

Phone #: _____ Email Address: _____

Homeowner's Signature: _____

Contractor's Phone #: _____ Contractor's Name: _____

Will this fence be connected to a neighbor's fence?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Is a statement from your neighbor attached?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Have your property lines been located?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Is a site plan attached?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

Dimensions of fence: _____ City Building Permit #: _____

ARB Use Only

Date Received: _____ Received By: _____

Approved

Denied

Date Approval/Denial: _____

ARB Signatures: 1. _____ Name: _____
 2. _____ Name: _____
 3. _____ Name: _____
 4. _____ Name: _____

Comments:

**Lake Shore Homeowners Association of Port Wentworth
Architectural Review Board
Homeowner's Variance Application**

A variance to any ARB guideline, restriction or procedure can only be obtained by ARB approval of a written petition to the ARB. The petition shall state the nature of the variance, which guidelines, restriction, or procedure the petitioner wishes to have waived, and a short statement as to why the variance should be granted. You can request that Keystone or an ARB or Board member help you with your petition. Petitioning for a variance does not guarantee that you will receive the variance requested. You may be asked to appear before the ARB or the Lake Shore HOA Board to argue your request.

If your Variance Request is granted, it does not set a precedence but is approval for the specific lot and request.

Instructions:

1. Prepare a statement of the proposed variance.
2. Provide any documents that you may feel necessary (I.E statements from neighbors).
3. Include the original ARB request that was denied, if relevant, and copies of any other documentation and correspondence...
4. Obtain a City Permit, if needed, and submit the City Building Permit number.
5. Complete the following form, which must be signed by the HOA member/record owner, and returned to Keystone Association Managers, along with any City Permits, fence approval permits, letters etc. indicated as needed below.

Forms and required documents may be returned to Keystone Association Managers in the following ways:

Via the homeowner portal at <https://www.thekeymanagers.com/hoa-homeowners/>

By email, as an attachment, to HOA@TheKeymanagers.com

Or to 7160 Hodgson memorial Dr, Ste 101, Savannah, GA 31406.

Name: _____ Date: _____

Address: _____ Lot Number: _____

Phone #: _____ Email Address: _____

Homeowner's Signature: _____

Contractor's Phone #: _____ Contractor's Name: _____

Request is for:

Temporary Variance? Yes Dates: From: _____ To: _____

Permanent Variance? Yes

Nature of Variance Requested: (Attach a separate sheet of paper with your explanation. Be as detailed as possible and provide color chips and material samples, if possible, A URL of a website showing the proposed color, material or item to be installed is acceptable, providing the item is clearly indicated. Include detailed sketches, with measurements, site plans, and any other material needed to fully explain the nature of the variance. Please mark the extra materials with your name and address.)

ARB Use Only

Date Received: _____ Received By: _____

Approved

Denied

Date Approval/Denial: _____

ARB Signatures: 1. _____ Name: _____

2: _____ Name: _____

3: _____ Name: _____

4: _____ Name: _____

Comments:

Lake Shore Homeowners Association Of Port Wentworth, Inc.

Clubhouse Rental Request and Agreement

For further information: Call Keystone Association Managers at 912-417-6390 or Email hoa@thekeymanagers.com to check date availability or to book an event.

Name of Clubhouse Renter: _____

Address: _____

Primary Email Address: _____

Primary Phone Number: _____

Event Date Requested: _____

Access Hours Requested (between 10am and 10pm. Open: _____ Close: _____

Event Type (e.g.: birthday, baby shower): _____

Request for Opening Day Before Event for Decorating: Yes: No:
(Availability depends on rentals already booked and availability of Board member to open and close. Please check in advance.)

If Yes, Access Hours Requested (max 4 hours) Open: _____ Close: _____

Clubhouse Renter's Signature: _____

Date Signed: _____ Date Received by Keystone: _____

Rental Fee: \$75 for first 4 hours; \$10 per hour for up to 8 hours further, for maximum 12 hour rental. Security/Cleaning Deposit: \$150. Opening Day Before for Decorating (if applicable): \$50.

Please make fees payable to Lake Shore HOA: Total to be included with form: \$150 (deposit) + \$75 (first four hours) + \$10 x number of extra hours + \$50 (opening for decorating if applicable)

Total included = \$ _____

A deposit check will hold the rental date and time. The signed Rental Agreement, with the balance of the fees, must be submitted no later than 2 weeks before the rental date. Fees and deposits must post to the owner's HOA account before the date is guaranteed.

Your deposit will be refunded after it has been authorized by the Board Member monitoring the event, and Keystone will be notified. Please allow at least 7-10 business days for this refund.

Please read the full document and sign your agreement to the terms and conditions on pages 5 and 6.

Lake Shore Homeowners Association Of Port Wentworth, Inc.

Clubhouse Rental Agreement

General Information:

The Clubhouse is available for use for private functions by all community members in good standing. Tenants of rental properties must have a lease agreement on file. A community member may be denied use of Clubhouse for the following reasons:

- Delinquency in payment of Association Assessment
- History of Damage to the Clubhouse
- History of Negligence concerning clubhouse rules
- Other reasons deemed substantial by the board of directors.

The clubhouse should be considered an extension of your home, it should be cared for and used in the same manner.

Rental of the Clubhouse should only be used for personal functions (birthday parties, baby showers, anniversary celebrations, etc.) and not business functions. Clubhouse rental may be limited or denied at the discretion of the Board of Directors.

The Clubhouse facilities and used grounds must be left clean and suitable for the next reservation and exactly as outlined on the Cleaning Checklist. A copy of the Checklist will be included with the emailed confirmation and copies will also be available in the clubhouse kitchen. Should any additional cleaning be required after the clubhouse is checked, the Association will use its cleaning service and pay any cleaning charges from the security/cleaning portion of the rental fee. If any damage occurs and/or additional cleaning is needed which exceeds the amount of the deposit, the associated HOA property account will be billed for any additional expense. The security amount remaining will be reimbursed to renter by Association check. Brooms/mops and basic cleaning supplies are provided.

Maximum Capacity:

The Clubhouse can safely hold a maximum of 75 people. The capacity numbers are a safety requirement in accordance with the Chatham County Fire Code.

Hours:

The Clubhouse is available for personal functions between the hours of 10:00 and 22:00. If earlier access is needed for set up, this may be arranged with the Clubhouse Coordinator but is not guaranteed. All functions must be over, including cleaning, by the end of the scheduled rental for Clubhouse Coordinator walkthrough.

- a. During the holiday season and graduation season, the Board of Directors has the right to determine if a lottery or another means is needed to accommodate the number of requests for reservations. But generally, reservations are on a first come, first served basis.
- b. On request, the Board may make the clubhouse available the day before the rental for access to decorate the clubhouse.
 - I. There will be a \$50 charge for this access.
 - II. The length of time the clubhouse will be opened is 4 hours maximum.
 - III. Availability of the clubhouse for this access depends on rentals already scheduled, and the availability of a volunteer Board member to open and close the clubhouse.

- IV. There will be a walk through at the start and finish of this access. The homeowner must sign to accept the clubhouse.
- V. Decorative items and any other items left in the clubhouse overnight are left at the clubhouse renter's risk.
- c. Reservation policy does not allow private functions to be held on the following holidays, unless otherwise agreed upon with the Board of Directors:
 - New Year's Eve/Day
 - St Patrick's Day/weekend
 - Easter Day
 - Thanksgiving
 - Memorial/Labor Day Weekend
 - Christmas Eve/Day
 - Fourth of July

Items included in rental:

- 12 tables and 84 chairs (additional tables and chairs or decorations may be brought to the event at clubhouse renter's discretion but must be completely removed at the conclusion of the event).
- Broom, mop, and basic cleaning supplies.
- Paper supplies are supplied as follows: 1 roll of toilet paper per bathroom, 1 roll of paper towels for the kitchen.

Rental fee:

Two separate checks/money orders are required which includes.

- non-refundable amount of a minimum of \$75.00 rental fee for a 4-hour rental period, plus the \$50 charge for opening/closing the day before the rental for the purpose of decorating the facility (if applicable) and
- security/cleaning deposit of \$150.

Checks/money orders to be made payable to Lake Shore HOA . (Each extra hour reserved over the 4hour rental is \$10 per hour for a maximum of 12 hrs.)

The checks must be paid with the owner/resident's personal check bearing their name, date of the rental and the Lake Shore home address. The check/money order must be received no later than 2 weeks prior to rental and will be cashed once received.

By submission of rental/deposit checks/money orders, clubhouse renter agrees to abide by all rules and regulations as set forth herein. The deposit check will hold the rental date and time until the signed Rental Agreement is submitted with the Rental Check no later than 2 weeks before the rental date.

In event of a NSF return, associated HOA property's account will be charged for any fees incurred, bank/management related, and rental cancelled.

Rules of Usage

1. Decorations may be used; however, no items may be attached to the walls, wood work, windows, tables, or any surfaces. Use of tape, staples, a staple gun, push pins, tacks, command strips, nails, glitter, birdseed, rice, silly string, bubbles, water balloons, or confetti are strictly prohibited in the amenity and parking areas. If balloons are used all balloons, string etc. must be removed. No balloon releases are permitted from the clubhouse, adjacent common property, and parking area.
2. Renter agrees to be present during entire time of set up and actual usage and must be the last person to leave. Renter is responsible to ensure that all window and doors are secure. If the Clubhouse is left unlocked and unattended for any reason, at any time, your entire deposit will be forfeited, and event will be canceled.
3. Renter agrees to limit the number of persons to no more than seventy-five (75).
4. Renter agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas.
5. Renter agrees to no smoking inside the Clubhouse. Illegal drugs, activities and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.
6. Renter agrees to limit the volume of all music, and all noise (including talking) generated during the use to a level that does not disturb other Homeowners. Music is limited to the clubhouse and is not permitted at the pool or any area outside the Clubhouse. Unreasonable, disruptive, or offensive language is prohibited.
7. Renter(s) and all guests should be dressed appropriately; Shirts and shoes must be worn at all times in the clubhouse, no swim attire is permitted in the Clubhouse.
8. Candles (to include tea lights) with burning flames are not permitted in the amenity area.
9. Pets are not permitted in any of the amenity areas. Task Trained Assistance Dogs are permitted on a case-by-case basis.
10. The clubhouse is available beginning at 10:00 the day of reservation and all clean up must be completed no later than the scheduled end of the rental period. All items brought into the clubhouse must be removed by the scheduled end of the rental following the event. (This includes all trash, decorations, leftover food etc.)
11. Renter agrees to follow the setup/cleanup procedures as well as to return all furniture to its original position. If furniture is moved it must be properly moved, no dragging which can damage the floor and the furniture. All furniture must remain in the clubhouse and not placed or used outside.
12. Renter agrees to sign for the clubhouse at the start of the rental (or time booked for the purpose of decorating the clubhouse for an event, if applicable) by signing the Cleaning Checklist in the Pre-event column after the walk-through as a required part of the setup procedure. Renter agrees to sign the Post-event column at the end of the rental (or time booked for the purpose of decorating the clubhouse for an event, if applicable) after the walk-through as a required part of the cleanup procedure, and to mark the end of the homeowner's responsibility. This procedure is in place to protect both the homeowner and the HOA.
13. Do not remove any items attached to the walls.
14. Any event open to the public is prohibited. Any events where items or services are being sold or money is collected are prohibited. Charging fees to attend or participate in your event, including, but not limited to, a registration or admission fee are prohibited. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud and I agree to pay the HPOA liquidated damages of \$1000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged.
15. Renter is responsible for all personal liability insurance associated with event.

16. I understand that I will not be allowed to serve any alcoholic beverages on the premises of the clubhouse to anyone. If there is evidence of alcohol consumption, the deposit will be forfeited.
17. No smoking or use of tobacco products in or on any Common Areas
18. No doors may be obstructed during the rental period. Doors must remain closed at all times; they cannot be propped open, tampered with, or locking systems disengaged. Take special care to leave exits free of obstacles. It is imperative that events do not interfere with the Fire Codes.
19. All surfaces, tables, chairs, sinks, countertop, cook top, refrigerator, floors etc. must be left free of all food, grime, dirt, and debris.
20. All floors must be left free of all food, grime, dirt, and debris. Homeowner must provide vacuum cleaner.
21. All trash cans must be emptied (including bathrooms) and put the bags in the large green trash cans located outside the clubhouse. All trash must be bagged. Excess trash that does not fit in the two trash bins provided must be removed from the premises and cannot be left stacked next to the bins.
22. Renter agrees to assume 100% responsibility for conduct and personal belongings of himself and his guests, and for security in the clubhouse during the rental period. Penalties will be assessed at the complete discretion of the Board of Directors.

By signing below, the clubhouse renter acknowledges that they have read, understood, and agree to abide by the Rules of Usage during the course of the booking(s). The clubhouse renter acknowledges that a failure to do so will result in disciplinary actions, possibly including, but not limited to, fee and deposit forfeiture, assessments to the respective address's account with the HOA, and possible prohibition from future rentals and/or restrictions from all HOA amenities for the respective address for a period of time to be decided by the Board of Directors.

Signed: _____

Date: _____

Print Name: _____

Deposit:

The deposit is refundable upon confirmation by the Clubhouse Coordinator that the facility was left undamaged, clean, and in good condition and that the above rules have been observed. The deposit will usually be returned within 10 working days. Any cost incurred in cleaning or repairing the facility will be deducted from the deposit.

By signing the agreement, the homeowner/renter agrees to be responsible for any and all costs incurred for repair of the facilities or to restore it to its condition prior to the subject event. These costs shall not be limited to the amount of the deposit. If any legal action must be taken to collect any additional amount not covered by the deposit, the renter must pay any attorney fees. The following issues will result in forfeiture of deposit:

- Renter not being present within 10 min of the requested start of the rental without notification to Clubhouse Coordinator by agreed meeting time.
- Clubhouse not ready to be locked at by the scheduled end of the rental period.
- Use of swimming pool. The swimming pool area is strictly off-limits during Clubhouse Rental.
- Smoking/burning candles being evident in the clubhouse
- Alcohol present in clubhouse.
- Not keeping all doors and windows closed during the event when the furnace or air conditioner are in use.
- Cars and/or tents or similar equipment on clubhouse lawn
- Any damage to any surface or contents of the clubhouse will result in security deposit being retained until damage can be assessed.

Further, clubhouse usage rental privileges may be suspended.

The homeowner/renter has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same

Renter’s Agreement:

I am a Lake Shore Homeowner (or named on a lease agreement with the homeowner on file with the HOA Management Company) in good standing. I assume full responsibility for my actions and those of each of my guests, including all claims of theft, disturbance, or damages to any property or injuries to anyone caused by me or my guests. I agree to indemnify and hold harmless the HOA for all such claims whether the accident occurs on the common ground, on part of the recreational facilities, parking areas, or adjacent areas.

By signing this contract, I agree that I have been notified of fees, fines, and charges that will be assessed under the conditions specified. Misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications. Any decisions made with regards to damage or forfeited deposits are at the sole discretion of the board of directors.

I have read, understand, and agree to all terms of this agreement.

Signed:_____

Date:_____

Print Name:_____

Cleaning Checklist

Minimum charge when not acceptable: \$100			Comments:
Kitchen	Pre-Event Inspection	Post-Event Inspection	
Clean Counter tops			
Clean & Empty Refrigerator			
Clean Stove & Sink			

Minimum charge when not acceptable: \$50			Comments:
Restrooms	Pre-Event Inspection	Post-Event Inspection	
Clean toilets			
Wash basins & mirrors			
Wipe Counter tops			
Sweep & mop floors			
Empty trash cans			

Minimum charge when not acceptable: \$100			Comments
General Cleaning	Pre-Event Inspection	Post-Event Inspection	
Clean spill on tables & chairs			
Wipe off smudges on walls, windows & doors			
Sweep & mop floors			
Make sure all decorations are removed			

Minimum charge when not acceptable: \$50			Comments
Garbage Removal	Pre-Event Inspection	Post-Event Inspection	
Empty & Clean ALL trash receptacles			
Remove ALL trash from Clubhouse & grounds to incl parking lot			
Replace all trash can liners			