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July 2021

Brookstone II Homeowners:

Enclosed is a copy of the new **Brookstone II Architectural Control Committee (ACC) Standards** which is a revision of the original work done in 1994, again in 1999, and most recently in 2020, and may be revised from time to time.

These Standards are an interpretation of the **Declaration of Covenants, Article 10** which are on file at the County courthouse. Every homeowner agrees to abide with these Covenants by signing documents at their home closing.

Please take some time to scan these Standards so you are aware of the items contained. Page 2 is an index so you can quickly find the topic you are interested in. All applications for approval (blank applications are located on the All in One Management website and the Brookstone 2 website and published in our newsletter and posted on our Facebook page) should be sent to:

[www.allinonemgmt.com](http://www.allinonemgmt.com)

[modification@allinonemgmt.com](mailto:modification@allinonemgmt.com)

[poolkey@allinonemgmt.com](mailto:poolkey@allinonemgmt.com)

[customerservice@allinonemgmt.com](mailto:customerservice@allinonemgmt.com)

The biggest change is clarifications to existing items which have caused the most discussion with the board or the Architectural committee. The intent of the standards is to encourage people to get their approval before work begins. A homeowner who begins work before approval risks that the work will not comply with the Architectural Standards and then the homeowner must change to comply or undo the work that has been done. "Home colors" has been the most common area where homeowners do not get approval when they are making a color change and then end up repainting their home. Most applications submitted to the Management Group are typically approved.

As our neighborhood ages, it becomes more important for homeowners to keep their property maintained. Our homes are no longer new, and they require almost constant upkeep in one way or another to keep the lawns and structure looking good. This is key to keeping our neighborhood a desirable place to live and keeps Brookstone II competitive in the home sales market with all the new subdivisions going in nearby. Rick Thaxton (the ACC chairman in 1994 when the original Standards were issued) said it best so we will repeat what he said. "The ACC, Board, and All in One Management Company are neighbors working with you to maintain our neighborhood with high standards. Try to look at it this way, consider the whole concept of the ACC- not to prevent quality improvements to your property, not to hassle you- but simply to help navigate toward fair, reasonable solutions, and ensure the architectural and aesthetic integrity of our neighborhood."

Management Group .....

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The Brookstone II HOA Board

## **THE BROOKSTONE II ARCHITECTURAL COMMITTEE “STANDARDS”**

### **As interpreted from Article 10 of the “Declaration of Covenants, Conditions, and Restrictions (COVENANTS) for Brookstone II, A Country Club Community”**

These Architectural Committee Standards (the “Standards”) are intended to enhance and clarify some of the wording in the Covenants with respect to all improvements in the Development requiring the Approval of the Architectural Control Committee (ACC). Covenant Reference will be at the end of each standard.

As these Standards are a direct result of the Covenants, Conditions, and Restrictions (Covenants) for Brookstone II, they do not replace the Covenants. If a conflict exists between the Standards and the Covenants, the Covenants will apply. **10.01(b)**

Approval by the ACC or Declarant or All in One Management on projects commenced prior to June 1999 will not be affected by these Standards. Inaction by the ACC prior to the above date does not give the owner any specific right regarding previous or existing violations or improvements never submitted for approval. Following these guidelines, the ACC reserves the right to treat each case on an individual basis. **10.05**

In every case, all dwellings and other structures shall be constructed in compliance with all applicable state, county, and municipal zoning and building restrictions. **8.02**

If there are inconsistencies between the Covenants and the Official Code of Georgia, the Official Code of Georgia shall prevail. The ACC may impose additional restrictions and grant variances to those restrictions. **10.08**

Approval is in no way a guarantee of properly designed improvements nor certification that the planned construction meets safety standards or fitness of purpose. **10.07**

Approval is granted based on the specifications given on the application. To preserve the architectural and aesthetic appearance of the development, the ACC reserves the right to grant final approval when the specified project is completed. Improvement made to any lot or dwelling must be done in a professional and workmanlike manner. **10.05**

## 1. Approvals and Timelines

- 1.1. All **approvals** are valid for a six-month period beginning when the approval is returned to the homeowner.
- 1.2. An **application** must be re-submitted after six months have passed if the original improvement requested has not been completed. Similarly, if the approved plan changes, the updated plan must be resubmitted for approval. No additional fee will be charged providing the plans have not changed. The ACC may disapprove plans previously approved due to changes in architectural policies for the betterment of the development. 10.04, 10.05 (b)
- 1.3. During the **construction** of any improvement, the homeowner is responsible for maintaining a reasonably clean and uncluttered lot. 10.04
- 1.4. All **plans and pictures** will be permanently filed with the application. 10.05, 10.05 (b)
- 1.5. **Forms** may be obtained from the Brookstone II website (<http://www.brookstone2.com>), or the present management company's website or by contacting any member of the Architectural Control Committee, or the Brookstone II Association's Property Management Group.
- 1.6. Committee members shall not take part in any official voting on issues involving immediate neighbors or business associates.
- 1.7. All **applications** will be submitted to the Homeowners' contracted Management Group. The Management Group will normally review the application and reply with a decision within 30 days. Normally, most applications are approved. However, if the application is not approved, the Management Group will notify the homeowner in writing and the issue is automatically referred to the Architectural Committee. The ACC will review the application and all other data and will respond to the homeowner with their decision in writing. If the ACC's decision is to deny the application, then the homeowner has the right to a final appeal with the Board of Directors. The homeowner must initiate this appeal in writing with the board. The Board's decision is final.
- 1.8. No **fees** will be charged with any application unless the application requires the Homeowner's Association to expend funds during the approval process. Anytime the ACC must seek professional consultations for an approval request, the fee will be a minimum of \$50 but could be higher to ensure that all Homeowner's Association's costs are reimbursed. Board concurrence is required if this situation should ever arise. 10.05
- 1.9. If a homeowner initiates and proceeds with a project that requires ACC approval, without first obtaining written pre-approval, the board reserves the right to levy a one-time fine against the homeowner in an amount of up to \$250 for not obtaining written pre-approval. Applying the amount of the fine is up to the discretion of the board, and may be considered on a case by case basis. This one-time fine is in addition to any daily fines levied until such time as the homeowner properly applies for approval of the modification.

## 2. Exterior Modifications to Dwelling

- 2.1. All **modifications to lots** must be sensitive to the occupants of neighboring lots and homes. Modifications should be planned and constructed such that they will have minimal impact on the views from neighboring lots, and such that they will not change existing water runoff. As a factor in the decision to approve or deny a modification, the ACC will consider a proposed modification's impact on neighboring lots.
- 2.2. Placement of **antennas** or **satellite dishes** must be approved. Any satellite dishes not currently in active use must be removed. 10.10
- 2.3. No plumbing or heating **vent**, exhaust fan, solar panel, or sky light may be placed on any roof surfaces facing a street. All roof stacks and flashing must be painted to blend with roof colors. 10.17
- 2.4. Any **room additions** to the main dwelling require approval. Professional plans or blueprints and pictures must accompany the request. Materials used must be consistent with those used in the main dwelling including but not limited to siding, trim, color, roofing, doors, and windows. (Owner is subject to all local building codes. Approval is for aesthetic reasons only.) 10.05

- 2.5. Any change and/or **addition to a deck**, patio, porch, or balcony or addition of the same requires approval. Decks must be constructed of natural-colored wood unless a variance is requested and approved. Any changes or additions must be consistent with the materials used in the main dwelling, including but not limited to trim, siding, roofing materials, doors, and color. 10.05
- 2.6. **Driveways** shall be kept in good condition with cracked or broken concrete receiving timely repairs. Driveways should be regularly pressure-washed to remove staining. Painting or staining of a driveway requires exterior painting approval as per section 2.8. Alterations to driveways such as the addition of pads or turn-arounds require approval. Brick and mortar borders on the ends or sides of the driveways require approval and are not automatically guaranteed.
- 2.7. The **exterior** of the main dwelling as well as all other accessory structures on the lot must be properly maintained. This includes peeling paint, mildew problems, building repairs (including wood rot), and lawn maintenance. Landscaping must also be maintained in an appropriate manner as per section 7. 5.01
- 2.8. All exterior **paint projects** require pre-approval, including but not limited to brick, siding, trim, shutters, and doors. Repainted brick must be approved and must be completed by a contractor familiar with the process of brick painting including, cleaning the brick prior to application of paint and the use of proper base coats to allow the paint to fully adhere to the brick. The contract from the painter may be required by the ACC as part of the approval process to assure they are aware of the proper procedures. Failure to submit this information may cause the request to be denied. However, because changes in paint color could drastically affect the overall appearance of the development, the Board has the right to have a dwelling repainted at the sole cost of the owner if approval is not obtained. 5.01, 10.05
- 2.9. ACC approval is required for any new or replacement **siding** or exterior materials. Acceptable materials for the exterior include Brick, Stucco (hard coat), stone, or Hardiplank or other fiber-cement board products. Foundation walls must be poured concrete and covered with brick, stucco or natural stone. Paint colors, and the colors of materials such as brick and stone, must be consistent with the natural, earth tones existing in the community.
- 2.10. ACC approval is required for replacement, change to, or adding any **roof** or roof covering. Roofing materials are limited to asphalt shingles in the same color as is prevalent throughout the community.
- 2.11. **Sidewalks** may not be altered by any homeowner without approval. 10.5
- 2.12. Exterior **speakers**, horns, bells, whistles, or other sound devices will not be permitted on any property except for security and fire alarms. 10.13
- 2.13. All **storm doors**, **storm windows**, and screen doors must be submitted for approval. Only storm doors with a full-length glass panel will be approved for use on the dwelling's front door, no screen doors will be permitted. Either storm or screen doors can be used on exterior doors that do not face the street. As a general rule, if the main dwelling has white trim, a white door/window is required. The storm door/window must be consistent with the trim on the main dwelling or be of either white, black, or bronze color. The ACC will review the trim color as part of the approval process on an individual basis to insure a good color match with the trim or house color.
- 2.14. Interior improvements do not require approval by the ACC. 10.05

### 3. Exterior Structures

- 3.1. No **clotheslines** will be permitted on any property. No structure outside on any lot may be used to regularly dry clothes. 10.21
- 3.2. Freestanding **playhouses**, **forts**, **swing sets**, **play yards**, and **trampolines** require approval. Other than those recognized as toys (i.e., Little Tykes), they must be of the same materials used in the house including siding and roofing materials or of natural wood if finished in a professional manner and/or constructed from a kit. No metal swing sets allowed. ACC reserves the right to determine what is acceptable. Playhouses and forts must be located in the backyard, no closer than 5 feet to the property line. 10.05

- 3.3. **Storage buildings** (sheds) are permitted but must be pre-approved in writing by the ACC. A site inspection for location will be required. Some of the standards to be taken into consideration include: (i) priority is for storage rooms to be attached or located at the back of the main dwelling. (ii) Sheds that cannot fit along the back of the home due to window and door placement location then will be discussed with ACC Chair to determine if there is another acceptable location. (iii) Sheds shall be located so they cannot be seen from the street view of the home. (iv) Buildings may not be more than 120 square feet in size and may not exceed 12 feet in height. (v) Prefabricated sheds that match the décor of the home will also be considered for ACC approval. (vi) The materials used in construction must be consistent with those found in the main dwelling including but not limited to siding, trim, roofing, doors, windows, and color. Specific plans and pictures must accompany the application for approval. (vii) Owner is subject to all local building codes. (viii) Sheds must be maintained with the same expectations of your home. If you have a shed, you may be asked for access to confirm it is maintained on a regular basis. (ix) Approval or denial may be based entirely on aesthetic consideration. (See covenants at 10.05)
- 3.4. **Greenhouses** will be permitted to the extent that they are attached to the main dwelling. Accompanying the application for approval must be specific plans and pictures. The materials used in the construction of the greenhouse must be consistent with those found in the main dwellings as well as development. Approval is for aesthetic reasons only. 10.05
- 3.5. Aside from the main dwelling, no other house, shack, tent, barn, freestanding greenhouse (see above) or any other **outbuilding** will be permitted on any lot. With ACC approval, exceptions may be granted for certain social functions.
- 3.6. 10.04 Any addition of canopies or **awnings** requires approval. 10.05
- 3.7. **Swimming pools** require approval. Applications for approval must be accompanied specific plans for the pool and required fencing. Above ground pools will not be permitted on any lot except for small “kiddie” wading pools. Pool and equipment houses will be evaluated on an individual basis. If approved, this housing must be consistent in material with the main dwelling including but not limited to siding, trim, color, and roofing. Pumps and pool equipment must be inside the required fencing. Homeowner must comply with all local codes/ordinances pertaining to the installation and maintenance of the pool. 10.05
- 3.8. Private water **wells** or septic tanks may not be drilled or installed without approval. 10.11

#### 4. **Sports Courts/Recreation/Basketball Goals**

- 4.1. Only standard types of **basketball goals/backboards** will be approved. Backboards must be neutral in color or clear. Poles are to be painted black or gray. Poles may **not** be secured with cinder blocks, sandbags, leftover building materials, bricks, or other temporary materials. Backboards, goals, nets and poles shall receive routine maintenance sufficient to preserve a "like new" or "nearly-new" condition at all times (no rust or torn nets).
- 4.2. **Basketball Goals/Backboards** shall be placed in a position to minimize its visibility from the street. The pole must be placed as close to the house (versus street) as possible to still allow for play. Portable/movable basketball goals must meet the same standards as permanent goals and cannot be located in the street. Temporary volleyball, badminton courts, and soccer nets shall be located in the backyard. If any of the above are located in the front or open view portion of a yard, they shall be removed at sunset daily.
- 4.3. Approval must be obtained before building any type of **permanent court** on a property. This includes but is not limited to tennis, volleyball, and basketball.

#### 5. **Pets and Animals**

- 5.1. **Doghouses** require approval. No more than two doghouses per lot. The doghouse(s) must be placed in the backyard in an inconspicuous location. Per Cobb County ordinance, no doghouse may be placed closer than 5 feet to the property line.

- 5.2. No more than **two dogs and/or two cats** may be kept as outside pets at any one time. Dogs must be kept on a leash. They must not be left outside unattended for long periods of time, especially if the dog(s) tend to bark for sustained periods. Pet owners shall clean up all dog feces immediately from a neighbor's lot or common Homeowner's Association property. Pet owners must keep their own yards clean of pet waste. Owners are responsible for obeying county ordinances pertaining to pets in Cobb County. 10.12
- 5.3. No lot may be used to commercially **breed** any animal. No lot may be used as a commercial kennel to board or train animals other than the homeowner's pets. 10.12
- 5.4. There will be no **kennels**, stables, or **poultry** houses allowed on any lot or as part of any dwelling.
- 5.5. Wireless or **invisible pet fences** should be installed in back yards of properties and shall not be installed within 20 feet of any public street.

## 6. Fences

- 6.1. All **fences** require approval. No chain link or galvanized fences will be approved.
- 6.2. **Wood fences** will be 3-6 feet in height and natural wood color. Fences must be picket, privacy, shadow box, or split rail in design. In addition to the preferred wooden fence styles, black Iron/aluminum fences are also acceptable.
- 6.3. Fences shall not be constructed so that the fence line is positioned in front of the front corner of the homes on either side. Because of the uniqueness of corner lots, each will be examined individually.
- 6.4. Fence bracing must be located on the inside of the fence, i.e. not visible from the street.
- 6.5. Metal fencing/screening (for pets) must be attached on the inside of a split rail fence, must be vinyl coated in green, brown, or black, and must be no higher than the top rail and even with one of the rails.
- 6.6. Fences must be maintained in good repair.
- 6.7. Homeowners are responsible for obtaining permission from the owner of any other fence to which they attach.
- 6.8. Patio privacy fences may be approved in taller heights and will be evaluated on an individual basis. Dog runs and pen are subject to the same fencing restrictions.
- 6.9. Fences in common areas will be approved on an individual basis and may not be subject to the above restrictions. 5.01

## 7. Landscaping

- 7.1. **Flowers**, shrubs, and small trees may be planted at will providing they do not interfere with sight lines as described in section 10.18 of the Covenants.
- 7.2. Vegetable **gardens** must be located in the backyard. Gardens must be maintained free of dead plants and any weeds. 10.18 5.01
- 7.3. **Trees** requiring heavy equipment to plant require approval. Any live tree over 6 inches in diameter at four feet above the ground shall not be removed without approval. 10.05, 10.06
- 7.4. Any **major landscaping changes** that change the grade of a yard or require heavy equipment require approval. Changes in grading must not affect neighboring lots. Specific diagrams must accompany the request. 10.05, 10.06
- 7.5. Your property must be kept clean of rubbish and debris. Any substance which causes a noxious or offensive odor will not be permitted and the cause must be removed from the property immediately.
- 7.6. **Lawns** are to be neatly maintained, mowed, and edged. Weeds in lawn or bed areas are to be kept to a minimum and may require some type of weed and feed applied 4-6 times a year. Side yards between neighbors must be maintained in a manner consistent with front yard standards. Exposed earth or red clay is not permissible.



- 7.7. **Flower beds** and other similar natural areas shall be maintained with the regular application of pine straw or natural colored mulch, must remain weed free, and have all pinecones and sticks removed.
- 7.8. **Bushes** and shrubbery shall be regularly trimmed to maintain a natural shape and size. Dead bushes or shrubs shall be removed and replaced in a timely manner.
- 7.9. In fall, **leaves** must be removed from your lawn and garden area. Leaves must be raked or blown to be shredded for use in flower beds or bagged for removal. Leaves may be composted in the backyard. Leaves shall not be blown into the street, sewer drain, or neighboring properties. Leaves that accumulate adjacent to the curb in front of your lot will be your responsibility to bag. Ivy must be removed from trees and not allowed to grow out of control.
- 7.10. **All yard art**, lawn furniture, benches, statues, statuaries, and other freestanding structures including fountains, bird baths, bird houses, wagon wheels, water pumps, religious statues, windmills, animals, and other wildlife structures which are placed in the front yard require approval and will be examined on an individual basis. Brookstone II enjoys a tradition of yard/house decorating during the months of October – December. Holiday decorations for the yard are limited to this time only. All other seasonal décor is to be limited to a door wreath and/or decorative flag only. All holiday décor is to be removed by January 7<sup>th</sup>.
- 7.11. **Trash cans** should be stored in the garage or in as inconspicuous a place as is reasonably possible and should not be viewable from the street. The use of shrubbery or fencing is strongly urged. Trash cans should be placed on the curb no earlier than the night prior to pick up and the empty cans removed from the street before the following morning after pickup. Yard waste falls under the same guidelines as trash cans. 10.05
- 7.12. **Backyards** shall be maintained with the same level of diligence and maintenance as front yards. Complaints or violations will be reviewed and issued on a case-by-case basis. While backyards are not inspected on a regular basis, they are subject to fines and violations.

## 8. Mailboxes

- 8.1. The mailbox required is from Addresses of Distinction in the Lakeside design. This information will be located on the management company website and the neighborhood website.
- 8.2. Homeowners are required to keep their mailbox in proper condition and make repairs with the specific parts required which are a 4"x4" finial cap, 4"x 4"x 6' square pole. Williamsburg Number plate, gold vinyl numbers in 2" Times New Roman font, Large t2 Black Mailbox, C Scroll Powder coating, 4" ID x 18" H square base and 4" ID square base for the transition piece.
- 8.3. To maintain the mailbox, homeowners should **clean it twice per year** with the jet option on your water hose to remove buildup, then polish it with WD-40 sprayed on a cleaning rag. These mailboxes are powder coated and don't need to be painted. One thing that will break down the powder coating over time is allowing dogs to urinate on them. For all dog owners please keep this in mind!

## 9. Parking

- 9.1. **Vehicles must be parked in the garage.** Once a double car garage is occupied by two vehicles, then additional vehicles shall be parked in the driveway. Parking in the street is acceptable on a temporary basis to facilitate movement of vehicles where more than two vehicles are parked in a driveway. If three or more vehicles are owned (vans and pickups included) and one is a commercial vehicle, the commercial vehicle must be parked in the garage or stored off premises, including any other part of Brookstone II. This includes any vehicle bearing any advertising of any kind. 10.14
- 9.2. **No Vehicles of any kind shall be parked or stored in any yard.** A flat fine of \$250.00 will be assessed if cars, boats, recreational vehicles of any kind are found parked in the homeowner's yards. This fine is in addition to any daily fines levied until such time as the violation is corrected. All vehicles are to be in running order and parked in the garage or on the driveway as per article 9.1.
- 9.3. The second garage space may be used for storage of a boat, motor home, tractor, truck (other than pickup trucks), campers, motorcycles, motorized bicycles (mopeds), motorized go-carts, RV or trailer (with or



without wheels) provided the vehicle fits and is kept entirely within the garage and the garage door is kept closed at all times except during periods of ingress and egress to and from the garage. No approval is required for this type of storage. However, prior written approval from the Board of Directors is required should an owner wish to store any of the above-mentioned types of vehicles in any location other than in the garage.

- 9.4. The standard double car garage **shall not be used for storage** or workshop purposes so as to prevent two vehicles from occupying the garage causing a vehicle to be kept outside on a regular basis. Car covers are not allowed on vehicles stored/parked outside. New homeowners have 60 days to unpack the garage area to clear space for vehicles. 10.14
- 9.5. If a **third garage** exists as part of the main dwelling, it may be used in any way the homeowner sees fit.
- 9.6. RVs, campers, or boats may be temporarily parked at a residence in Brookstone II for no more than 48 consecutive hours while loading or unloading for use (i.e., over the weekend). The ACC reserves the right to limit the number of times this rule may apply. 10.14
- 9.7. Visitors with recreational vehicles may only park them in the driveway of the dwelling in which they are visiting and for no more than seven days. No RV's may be hooked up to any home and no RV may be used as a residence, temporary or otherwise.
- 9.8. If any mobile homes, trailers, (either with or without wheels), motor homes, tractors, trucks (other than pickup trucks), commercial vehicles of any type, campers, motorized campers, boats or other watercraft, boat trailers,, motorcycles, motorized bicycles, motorized go-carts, or any related transportation (hereinafter collectively known as "Restricted Vehicles") are stored, parked, kept or allowed to remain on any portion of the Property in violation of the Association's regulations, the Board, in addition to all other remedies available to it, may place a notice on the Restricted Vehicle specifying the nature of the violation and stating that after twenty four (24) hours the Restricted Vehicle may be towed and removed from the property. The notice will include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty four (24) hours after such notice is placed on the Restricted Vehicles, the violation continues, or thereafter occurs again within six (6) months of such notice, the Restricted Vehicle may be towed in accordance with the notice, without further notice to the owner or user of the Restricted Vehicle.
- 9.9. If a Restricted Vehicle is parked in a fire lane, is blocking another vehicle, or access to another owner's or occupant's lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the Restricted Vehicle towed immediately. If a Restricted Vehicle is towed in accordance with this regulation, neither the Association nor any officer or agent of the Association shall be liable to any person from any claim of damage as a result of the towing activity.

## 10. Signs, Flags, and Decorations

- 10.1. Signs that are allowed on the property without approval from the ACC include:
  - One For Sale sign not to exceed six square feet.
  - Small (3 square feet or less) Realtor "For Sale" directional signs providing the Realtor has permission of the homeowner where the sign is placed
  - Small security signs
  - Garage Sale signs which cannot be left up for over 72 hours
  - Invisible fence signs as required by local ordinances
  - Temporary fertilizer signs as required by local ordinances
  - **Political signs** – Signs are not to exceed six square feet and must specify a candidate or item on a ballot. Political signs can be displayed for General Election ONLY. Signs may be displayed 14 days prior to the date of the General Election date and may be displayed for 7 days after the election.

- **Temporary Announcement signs** (i.e. announcing the birth of a child, a graduation, birthday, award, etc.) – Signs shall be removed ASAP after the event concludes. These signs shall not remain on display for more than 30 days. Signs should be posted in a bed close to the residence.
- 10.2. All other **signs** placed on the premises require approval.
  - 10.3. No sign may be placed in common areas except for those dealing with officially sanctioned Homeowner Association activities.
  - 10.4. A **contractor's sign** may be placed in the yard during property repair or improvement. The sign may be placed there on the first day of work and must be removed when work is complete. If the sign is judged by the ACC to be in the yard longer than what is reasonable, they will notify the homeowner that the sign must be removed.
  - 10.5. **US flags** may be displayed all the time on short flag poles attached to the home and in accordance with standards for displaying the US flag. Flags/signs for sports teams or decorative seasonal flags may be displayed during the appropriate seasons. No tall, in ground flagpoles will be allowed.
  - 10.6. **Holiday decorations** are restricted to decorative flags and wreaths.
    - 10.6.1. Exception to 10.6: **Halloween Through New Year's Holiday decorations.** Decorations are permitted throughout the week of October 1st through the first week in January. Decorations must be removed by January 7. Decorations must follow the guidelines as set forth in section 7.10.

## 11. Procedures for Violations

- 11.1. The procedures for violations of the Architectural Standards (Parking violations are subject to additional fines as detailed above) will be as follows:
  - 11.1.1. When the property management company, or other Association official, observes a violation, the homeowner may be sent a courtesy email. The Courtesy Email is not required, but if one is sent, the homeowner must resolve the violation (or submit a written plan to address it), within 20 days from the date of the courtesy email.
  - 11.1.2. After 30 days from the date of the Courtesy Email, or sooner if a courtesy email was not sent, the homeowner shall receive a warning letter advising them that if the violation is not remedied, fines will start to accrue 30 days from the date of the letter. The owner may request a hearing for their violation prior to fines beginning. At the discretion of the board, the hearing may take place via video or online services.
  - 11.1.3. **Stage II** – a fine of \$125.00 will be assessed if they homeowner has not corrected the violation or submitted a plan 30 days after receiving the warning letter.
  - 11.1.4. **Stage III** – A fine shall be assessed at a rate of \$25 per day, up to a maximum of \$750 per month until the violation has been corrected. After 4 months of being fined \$750.00 each month the Brookstone II HOA may correct the violation at the sole expense of the homeowner. If payment is not received for corrections/improvements made by the Association, having served the homeowner with the required notices, the repair amounts shall be added to their account and included in a lien filed against the property. 9.07
  - 11.1.5. **Any homeowner who is in violation under the governing documents, and/or has unpaid fines, will not be allowed to use the amenities until the violation is corrected, and the fine is paid in full.** If the homeowner corrects the violation (either by making necessary repairs or remedy) or submit a plan to address the violation in a timely manner fees and/or fines can be removed. If the homeowner does not address the violation in a timely manner fees and or fines will not be removed and will remain on the homeowners account until paid.

## 12. Links to Forms, Covenants, HOA Website

- 12.1. Architectural standards  
[http://www.brookstone2.com/item\\_list.asp?subcat=31&subtitle=Architectural+Control+Standards+%2D+Brookstone+II](http://www.brookstone2.com/item_list.asp?subcat=31&subtitle=Architectural+Control+Standards+%2D+Brookstone+II)
- 12.2. Covenants  
[http://www.brookstone2.com/item\\_list.asp?subcat=32&subtitle=Governing+Documents+%2D+Brookstone+II](http://www.brookstone2.com/item_list.asp?subcat=32&subtitle=Governing+Documents+%2D+Brookstone+II)

### **13. Use of Homes for Business Purposes or Rental Units**

- 13.1. Homes are for residential purposes only. However, use of a portion of a home as an office by an owner or his tenant should not be considered as a violation of the Covenants. Use of a dwelling as an office may not create a nuisance with regular client or employee traffic. Local ordinances also may restrict certain home businesses. 10.09
- 13.2. When a home is sold, the Covenants pass automatically with the title transfer to the new homeowner.
- 13.3. The Homeowners Association must be provided with written notice of the new homeowner's name and dwelling address as required by the Covenants.
- 13.4. Homeowners leasing their properties must have in the rental contract a stipulation to the effect that the lessee must abide by the Covenants. The homeowner must provide the Homeowner's Association with the name and address of the tenant. The homeowner is ultimately responsible for upholding the conditions of the Covenants. 12.11