

# Wetherbrooke Townhome Association

## *“The Gables at Wetherbrooke”*



# Townhome Design Standards

Architectural Review Board  
Revision 1.0  
2011

## Document Revision History

Date	Author	Version	Comments
10/19/2010	ARB 2010 Members	1.0	Initial document draft from ARB meetings.
5/2011			Final Draft

# Townhome Design Standards

## *for The Gables at Wetherbrooke*

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## Introduction

The Declaration of Covenants, Restrictions, and Easements for the Wetherbrooke Community Association, Inc. and Wetherbrooke Townhome Association, Inc. provides a design review process through which an Architectural Review Board (“ARB”) must approve property improvements. This provision applies to both new construction, as well as any exterior modification of existing homes/properties, and was created for the sole purpose of achieving harmony, balance, and a high standard of quality within the community.

As an administrative arm of the Board of Directors, the ARB’s role is to *preserve, protect, and enhance* the value of the Wetherbrooke properties by enforcing the Declaration of Covenants, Restrictions, and Easements. The ARB is chartered with ensuring uniform and equitable compliance with these covenants.

The following ***Townhome Design Guidelines*** are provided to amplify and supplement our community’s covenants and the Wetherbrooke Community Association’s ***Community Design Guidelines***. Homeowners are encouraged to study these guidelines as well as the covenants themselves. In the event of a conflict, the Declaration of Covenants, Restrictions, and Easements will control. These guidelines are subject to revision from time to time and ample notice will be provided to all homeowners via mail and/or the community website of any such revisions.

As a final introductory comment, please remember to **REQUEST APPROVAL BEFORE BEGINNING ANY IMPROVEMENTS OR MODIFICATIONS!** The vast majority of problems occur when a homeowner begins a project without written approval from the ARB.

*The contents of these guidelines, and any actions of the ARB or its agents, are not intended to be, and should not be construed to be an approval of the adequacy, reasonableness, safety, structural integrity, or fitness for the intended use of submitted plans, materials, or construction, nor ensuring compliance with building codes, zoning regulations, or other governmental requirements. Neither the Association, the Board, the ARB, nor any member thereof shall be held liable for injury, damages, or loss arising out of any approval or disapproval, construction, or though such modification to a lot or property.*

## Application Information

A Modification Request Form, hereafter referred to as “Form”, is provided for use in requesting review and approval of an exterior modification (**see Addendum A**). This form is also available on the Wetherbrooke web site at <http://www.wetherbrooke.org>. This form should be submitted to Community Management Associates or the Architectural Review Board (the “ARB”) **at least 30 days prior** to the anticipated date that you intend to begin work. Modification requests must be approved, in writing, before any work begins. Notification of approval or disapproval will be given within 7-10 days of receipt of the form.

There are, however, a number of modifications that may be completed without ARB approval. The following exterior modifications, **and only these modifications, do not require a Form to be submitted so long as certain conditions as described in the following guidelines are met:**

- Repainting with the same color (reference Guideline #1)
- Exterior Lighting (reference Guideline #4)
- Flag Poles (reference Guideline #4)
- Basketball Goals (reference Guideline #6)

A completed Form must be submitted through the ARB for **all other types of improvements or modifications. The verbal approval of any sales agent, developer, builder, or association representative is not sufficient.** All modification approvals must be in writing using the approved form.

## **Guideline #1: Exterior Building Alterations**

### ***General Guidelines***

A Form must be submitted for all exterior-building alterations. Building alterations include, but are not limited to, doors and windows, construction of driveways, garages, carports, and porches.

The original architectural character or theme of any home must be consistent for all exterior components of the home. Once the character is established, whether it is traditional, contemporary, etc., no change may alter that character.

If county or city authorities make changes to any plans as approved by the ARB, the owner must resubmit such changes to the ARB for approval prior to commencing construction.

***Homeowners are advised that city and/or county building permits will be required for certain exterior building alterations. It is the homeowner's responsibility to obtain such permits.***

### ***Painting***

All homeowners are responsible for maintaining painted areas of the home, including routine cleanings of such areas to remove dirt, mold, and mildew. Exterior repainting requires prior written approval **only if the color is changed.** A paint color change requires the following information to be submitted:

1. Paint color sample (Only original design colors used within Wetherbrooke will be approved).
2. Description of area of the home to be repainted.

### ***Awnings***

To provide a neat, attractive and harmonious appearance throughout the Property, no awnings, shades, screens, or other items shall be attached to, hung, or used on the exterior of any window or door of a home or on the exterior of any building without the prior written consent of the Board of Directors or the ARB. Awnings are not allowed on the front or side of the home.

A Form **must be submitted** for all awnings. Awnings or coverings must be either canvas or a structural extension of the home’s existing roofline. Colors and finishes must be compatible with the home’s primary and trim colors. Addition of awnings or coverings requires the following information to be submitted:

1. Picture or drawing of all windows/doors on which awnings will be installed and their location.
2. Picture depicting style of awning to be installed.
3. Color samples and materials list.

### ***Windows and Doors***

No foil or other reflective material shall be used on any window for sunscreens, blinds, shades, or any other purpose. All shades, blinds, drapery linings, and other window treatments visible from the portion of the house that faces the street shall be white, off-white, or natural wood color.

A Form **must be submitted** for all storm doors. Storm doors must be made of anodized bronze or anodized aluminum with baked enamel finish compatible with the home’s primary and trim colors. Storm doors on the front of the house must be full-view glass – no screen doors are permitted on the front. The addition of storm windows is not permitted and is unnecessary based on modern construction codes for the state of Georgia. Addition of storm doors requires the following information to be submitted:

1. Picture or drawing of all doors on which storm doors will be installed.
2. Picture depicting style of storm door to be installed.
3. Color of doors.

Use of plastic films as window or door coverings during cold weather months must be approved by the ARB. Such use is generally unnecessary in this region of the county and is discouraged.

### ***Clotheslines***

Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained on any portion of the property, nor shall any clothing, rugs, or any other item be hung on any railing or fence enclosing any balcony, deck, terrace, or patio.

### ***Detached Storage Buildings***

Detached storage buildings are not permitted in the townhome area of Wetherbrooke.

### ***Dog Houses***

Dog houses are not permitted in the townhome on the decks in the townhome area of Wetherbrooke. Dog houses may not be installed on the common area within the townhome area of Wetherbrooke. Dogs may not be housed on the decks of the townhomes.

### ***Air Conditioners***

No window air conditioners are permitted.

### **Guideline #2:**

Alterations from the original design are not permitted in the townhome area of Wetherbrooke. Regular maintenance such as cleaning, sealing and staining, using approved stain/colors, do not require approval.

### **Guideline #3: Patios / Walkways**

Alterations from the original design are not permitted in the townhome area of Wetherbrooke.

### **Guideline #4: Exterior Decorative Objects**

The Declaration of Covenants, Restrictions, and Easements requires ARB approval before any permanent object or item is erected or placed upon a lot. The ARB has the authority to regulate such objects within this Guideline.

### ***General Guidelines***

If any permanent decorative objects are placed in the front or side yards, a Form **must be submitted** for such exterior decorative objects, both natural and manmade. Exterior decorative objects include, but are not limited to bird baths, bird feeders, bridges, wagon wheels, sculptures, fountains, pools, antennas, benches, porch swings, free standing poles of all types, flag poles, and items attached to approved structures. Objects will be evaluated on criteria such as location, proportion, color, and appropriateness to the surrounding environment. Non-permanent objects may be subject to removal by ARB consensus if they are deemed to be inappropriate or offensive.

The only exception to this guideline that **does not require a Form to be submitted** is the placement of seasonal decorations. Seasonal decorations should be placed no more than 15 days before the date of the holiday and must be removed within 15 days after the holiday ends. End of year holiday decorations are allowed from the day after Thanksgiving and are to be removed by January 10<sup>th</sup> of the following year.



## ***Exterior Lighting***

A Form **must be submitted** for all exterior lights and lighting fixtures not included as part of the original structures of the home and that **do not meet** the following criteria:

1. Lighting does not exceed 12 inches in height.
2. The number of lights does not exceed 10.
3. Must be clear or white in color.
4. Holiday lighting is allowed. Holiday lighting should be placed no more than 15 days before the date of the holiday and must be removed within 15 days after the holiday ends. End of year holiday lighting is allowed from the day after Thanksgiving until January 10<sup>th</sup> of the following year.

## ***Flag Poles***

A Form **is not required** to be submitted for a single flag pole staff attached to the front portion of a house. The maximum length of the flagpole cannot exceed 60" (inches). The size of any flag displayed may not be greater than 3' x 5' (feet). Any other flag poles (including free standing poles) will not be approved by the ARB. Deviations from any of these guidelines must be submitted to the ARB for consideration.

## ***Signage***

A Form **is not required** to be submitted for a single exterior sign provided the following guidelines are met:

- Only one sign per townhome may be displayed at any given time.
- Signs may only be displayed from inside a townhome.
- No sign may be larger than 2'x3' (feet).
- All signage must be maintained in "good" condition.
- Two For Sale or For Lease signs are permitted so long as both are displayed from inside a townhome. One may be displayed from the front of the home and one may be displayed from the back of the townhome.
- Signs may not be used for advertising purposes; a contractor sign during an approved modification or maintenance may be displayed while the work is in progress.
- Political signs are allowed only for state and national elections; political signs must be removed no later than one day following the election.
- Standard security system signs are allowed and do not count as a single exterior sign.

## ***Plants and Flower Pots***

Front door, entry area, deck, and patio decorative elements must be tasteful and keep with the style and colors of the house. Plants and flowerpots must always be kept neat and healthy. Neatly maintained front porch flowerpots that coordinate with exterior home colors and containing evergreens, flowers, or plants **do not require** submission of a Form.

## **Guideline #5: Exterior Landscaping and Maintenance**

### ***General Guidelines***

Exterior landscape alterations or in-ground plantings are not permitted in the townhome area of Wetherbrooke except as noted herein.

### ***Garbage Cans, Trash Bins, and Recycle Bins***

Outdoor storage of garbage cans, trash bins, and recycle bins must be stored inside the garage except during the collection hours noted herein. All waste must be contained within approved and provided waste receptacles. Waste receptacles are permitted to be in view and curbside after 7PM the day prior to collection. Waste receptacles must be stored inside the garage no later than 10a the day after collection.

### ***Vegetable Garden Plots***

Vegetable garden plots are not permitted in the townhome area of Wetherbrooke.

### ***Firewood, Grills, and Equipment***

All equipment, woodpiles, and solar equipment are not permitted on common property. Propane/gas grills are permitted if placed on the rear deck. Charcoal grills are not permitted.

## **Guideline #6: Play Equipment**

### ***General Guidelines***

A Form **must be submitted** for all play equipment. The following guidelines apply:

1. The play equipment must be located in the rear of the home.
2. The play equipment must be sized and located such that it will have minimal visual impact on adjacent properties.

Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) must be well maintained.

### ***Playhouses and Tree Houses***

Playhouses and tree houses are not permitted in the townhome area of Wetherbrooke.

### ***Basketball Goals***

A Form **is not required** for a portable basketball goal. No permanent basketball goals will be permitted. All of the following guidelines for basketball goals should be met:

1. Goal backboard must be perpendicular to the primary street.
2. Goal must be located in the driveway – not the street.
3. Goal must be stored in garage when not in use so as to conceal them from view of adjacent properties.

Negative impact related to time of use, lighting, and noise on adjacent properties must be avoided.

### **Guideline #7: Private Pools and Hot Tubs**

Pools and hot tubs of all types are not permitted in the townhome area of Wetherbrooke.

### **Guideline #8: Fences**

Private or single-owner fences are not permitted in the townhome area of Wetherbrooke.

### **Guideline #9: Vehicles, Parking & Garages**

The following guidelines apply to vehicles and parking within the community:

1. No boat, trailer, camper, or recreational vehicle may be parked or stored in open view on residential property for longer than a 24-hour period.
2. No commercial vehicle displaying signage may be parked or stored in open view on residential property servicing the property.
3. All vehicles parked and not in a garage must be operable, registered, and may not be unsightly.
4. No vehicle maintenance may be conducted outside of a garage.
5. No vehicle may be parked on any yard.
6. Parking of vehicles on the street is prohibited. Temporary parking for overnight guests is allowed if not a nuisance to neighbors or does not impede traffic flow or emergency vehicle access. Homeowners are responsible for guest parking and must ensure that guest park in a safe manner and do not impede access to other driveways and traffic. Additional temporary parking is available at the community pool. Limited, time restricted guest parking at the pool area is free,

with a guest-parking permit. Additional long-term pool parking is available at an additional cost to the homeowner. Contact the association management for details.

7. Parked vehicles **must not block** sidewalks for pedestrians.
8. Garages are not intended for storage and cars should be parked in garages. Garages doors must be kept in good condition.

The Board of Directors hereby resolves that in the interest of the safety of our community, any motor vehicles parked in violation of the Covenants or any Rules, Regulations, or Standards of the Community may be fined or towed at the owner's expense as directed by the Board of Directors.

## **Guideline #10: Antennas and Satellite Dishes**

This guideline applies to installation, attachment, and maintenance of direct broadcast satellite (“DBS”) dishes or antennas and multi-channel, multi-point distribution services (“MMDS”) dishes or antennas (herein collectively called “Satellite Dishes”, which definition shall include the supporting mast, cabling, and all other components or accessories thereof).

Satellite dishes may be installed for reception, but not transmission, in accordance with these guidelines. No other antennas or similar devices may be installed in the community without the approval of the ARB.

A Form **is not required** to be submitted for the installation of a satellite dish as long as the following guidelines regarding size limits, location, and installation are followed.

### ***Satellite Dish Size Limits***

Satellite dishes shall be no larger than one meter in diameter. Satellite dishes or antennas may be mounted on masts up to twelve feet in height where necessary for reception of an acceptable quality signal and within the total size limit provided. Concealed cabling shall not count toward this total size guideline.

### ***Location***

Without approval of the Board or ARB, satellite dishes may be installed in the following locations, in order of priority:

1. Satellite dishes must be mounted in or on the rear of the home within the sidelines of the home so as not to be visible from the street.
2. If ground mounted, satellite dishes must be screened from view by natural landscaping – no lattice. Any cables must be buried.

3. Rooftop mounting of satellite dishes is allowed only on the rear of the home.
4. Mounting of masts from trees is allowed, however, mounting masts are limited to twelve feet.

The satellite dish must be placed in the location that is **least visible to public view**. If it is determined that the satellite dish cannot receive an acceptable quality DBS or MMDS signal in any of the pre-approved locations designated above, then, prior to installation in an alternate location, the owner or occupant must submit to the ARB a written request to install the satellite dish in an alternate location, along with specific, written documentation as to why the pre-approved locations are not acceptable.

### ***Installation***

Wiring or cabling shall be installed with minimal visual impact and blend into the material to which it is attached. No cabling shall be allowed on the roof surface, or on the surface of the exterior siding or brick of any home. The owner or occupant shall be responsible for the maintenance and repair of the satellite dish including, but not limited to, (i) reattachment of the satellite dish, and any components thereof, within forty-eight (48) hours of dislodging, for any reason, from its original point of installation; (ii) replacement, if for any reason the exterior surface of the satellite dish becomes disfigured or deteriorated.

### **Guideline #11: Business Use**

Each Lot in the community shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling.
2. The business activity conforms to all zoning requirements for the Property.
3. The business activity is consistent with the residential character of the Development.
4. The business activity does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.
5. The business activity does not involve visitation of the Lot by employees, clients, customers, supplies, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery

services (UPS, Federal Express, etc.).

6. The business activity does not increase traffic in the Development.

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: (i) such activity is engaged full or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required thereof. Notwithstanding the above, the leasing of structure on the Lot, and the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

## **Guideline #12: Pet Waste Pickup**

It is the responsibility of the pet owners to clean up any of your pet’s feces immediately after deposited by your pet. *Cobb County’s Official Code, Chapter 10 Animals, Article 5 Miscellaneous Offenses, Section 10-138 Sanitation* prohibits feces from being deposited and a fine of up to \$100 may be assigned to the pet owner.

## **Covenant Enforcement Procedures**

The enforcement power of the association is set forth in within the Declaration of Covenants, Restrictions, and Easements for the Wetherbrooke Community Association and the Wetherbrooke Townhome Association. The Board of Directors will follow the procedures outlined in the Architectural Enforcement Rules Addendum (**see Addendum B**) regarding enforcement of the guidelines, rules, and restrictions set forth in this document.

## **Summary**

It is hoped that these guidelines serve their intended purpose of providing assistance in understanding our community standards. If you are unsure of the need to submit a Modification Request Form for a project not specifically referenced by these guidelines, please call the management company, or any member of the ARB for assistance.

Also, please remember that these are guidelines that should be applicable in most situations. If you feel that you have a unique situation that bears consideration, submit a request to the ARB. The ARB will make every effort to approve the request given there is neither a direct violation of the covenants nor any negative impact on the community as a whole.



## Addendum A - ARCHITECTURAL MODIFICATION REQUEST FORM

**EMAIL, MAIL, FAX OR HAND DELIVER THIS REQUEST TO:**

Wetherbrooke Townhome Association  
 c/o Community Management Associates, Inc.  
 Attn: Brooke Kearney  
 1465 Northside Drive, Suite 128  
 Atlanta, Georgia 30318  
 404.835.9114 Phone  
 404.835.9200 Fax  
[bkearney@cmacommunities.com](mailto:bkearney@cmacommunities.com)

**\*\*\*IMPORTANT\*\*\***

Please always include pictures and other supporting documents when submitting your request.

**\*\*\*INCOMPLETE SUBMISSIONS WILL NOT BE CONSIDERED\*\*\***

expedite your request, include all pieces of supporting documentation relevant to your Architectural request. If you have questions, please contact the HOA manager, Richard Maritt at 404.835.9217

Submittal Information	
Homeowner:	
Address:	
Home Telephone:	Daytime Telephone:
E-mail:	
Details of Proposed Change/Repair/Maintenance	Supporting Documentation
***Specify whether your request involves areas of exterior maintenance that are the responsibility of the HOA. Attach additional pages as necessary.***	***Check each item submitted***
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.1; font-size: 4em; pointer-events: none;">Wetherbrooke Townhome Association</div>	Site Plan showing size, shape, and location of improvement to residence and to adjoining properties
	Manufacturer's Brochure
	Color Samples
	Architectural Plans/Drawings
	Grading Plan
	Photographs of existing structure to be changed/repared ( <b>Required for all submissions</b> )

All fees incurred by HOA in reviewing an ACR will be the responsibility of the homeowner submitting the ACR.  
 Initial \_\_\_\_\_

The homeowner is solely responsible for any damage to adjoining or common property that results from carrying out the work described in this request. Initial \_\_\_\_\_



**ACKNOWLEDGEMENT OF ADJOINING HOMEOWNERS VISUALLY IMPACTED BY  
ARCHITECTURAL CHANGE REQUEST**

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I have reviewed the attached Architectural Change Request to be submitted by \_\_\_\_\_  
(Homeowner) and am aware that I may submit comments in support or against this proposal to the Architectural  
Change Committee for consideration.

Signature	Date
Signature	Date
Signature	Date
Signature	Date

<b>For ACC/HOA Use Only</b>			
ACR Submitted By:			
Date Received by CMA	Decision Due Date –	Date Discussed by ACC	Date Decision Sent to Homeowner
Decision – Circle One:  Approved as Submitted  Conditional Approval (See Notes)  Rejected  Rejected – Incomplete Application (See Notes)		Notes:	

## ***Addendum B – Architectural Enforcement Rules***

### **WETHERBROOKE TOWNHOME ASSOCIATION INC.**

#### **ARCHITECTURAL ENFORCEMENT RULES ADDENDUM**

In accordance with the powers granted to the Board of Directors (the “Board”), in the Governing Documents, the Board has decided to ADD the following enforcement procedures to help ensure compliance with our Covenants and to promote a steady growth of property values throughout the Community. Throughout this document, the term “Homeowner” shall include both single family detached home residents and town home residents.

1. Upon receiving any notice of a violation of the Covenants or Community Standards, the Property Manager shall send the Homeowner written notice of the violation (the “Initial Violation Notice”). The Initial Violation Notice shall be in the form attached hereto as Exhibit A. The purpose of this letter is to notify the Homeowner of the violation and the steps that the Homeowner must take to correct the violation. The Initial Letter shall include a grace period of ten (10) business days for the Homeowner to comply or to respond with a plan of action. A copy of this letter shall be provided to the Board and the Architectural Review Board (the “ARB”).
2. Should the Homeowner fail to correct the violation within the grace period provided by the Initial Violation Letter, the Property Manager, shall send the Homeowner a second letter advising the Homeowner of the continuing violation (“Second Violation Notice”). The Second Violation Notice shall be in the form attached hereto as Exhibit B. This letter shall advise the Homeowner of the violation and the steps that the Homeowner must take to correct the violation. Further, the Second Violation Notice shall advise the Homeowner that if the violation continues after an additional grace period of ten (10) business days, the Homeowner is subject to a fines and any costs, including attorney fees, incurred by the Association to bring the Property into compliance. A copy of this letter shall be provided to the Board and the Architectural Review Board (the “ARB”).
3. Should the Homeowner still fail to correct the violation within the additional grace period provided by the Second Violation Letter, the Property Manager shall immediately notify the ARB of the continuing violation. The ARB shall recommend to the Board if a fine should be imposed. If the Board determines that a fine is appropriate, the Property Manager shall send the Homeowner a Notice of Fine, in the form attached hereto as Exhibit B, advising the Homeowner of the following:
  - a. The Homeowner’s Property is in continued violation of the Covenants and/or Townhome or Community Standards. Two written Notices, as described above, were served on the

Homeowner by first class mail to the Property address. Those Notices provided the Homeowner ample opportunity to bring their Property into compliance. The Homeowner has failed to correct the violation.

- b. The Board and the ARB have determined that a fine is appropriate in a specified amount. The Board will impose the fine on a date certain, which must be not less than fifteen days from the date of the Fine Notice letter.
  - c. The Homeowner has a right to due process. The Homeowner may request a hearing before the Board. The Homeowner must exercise their right to a hearing within ten days from the date of the Fine Notice. Failure to exercise this right constitutes a waiver thereof.
  - d. The Fine Notice will identify the following information:
    - i. The nature of the violation and the steps needed to return the Property to compliance.
    - ii. The amount of the fine.
    - iii. The name, address and telephone numbers of a person to contact to challenge the fine; and
    - iv. That any statements, evidence, and witnesses may be produced by the violator at the hearing.
  - e. Should a hearing be requested, it shall be held before the Board in executive session, and the Homeowner shall be given a reasonable opportunity to be heard .The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior such hearing is completed.
4. The fine for any continuing violation shall be \$25.00 per day.
5. The fine for any single event, such as littering, shall be \$250.00.

## ***Initial Notice Letter***

Wetherbrooke Townhome Association, Inc.  
c/o Community Management Associates  
1465 Northside Drive, Suite 128  
Atlanta, GA 30318  
(404) 835-9100

### **Notice of Violation**

Name and address of Property Owner

Location of Property

(Date)

Dear (Property Owner):

On behalf of the Board of Directors, I hereby advise you that your Property is in violation of the Covenants and/or Community Standards of the Wetherbrooke Community as follows:

**[Describe violation]**

In order to remedy the violation, please take the following corrective action within ten (10) business days:

**[Describe corrective action needed]**

In an effort to protect the aesthetic and financial value of your Property and our Community, please accept this letter as a friendly notice that your Property needs your attention.

It is possible that you are aware of the violation and intend to correct it immediately. We hope that is the case because the Board of Directors, the Architectural Review Board, and the Property Manager do not desire to create a confrontational relationship with our members and neighbors. However, our Community's governing documents authorize and obligate the Board of Directors to enforce the Covenants and other restrictions, such as the Community Standards, that are contained in your Deed.

Should you have any questions about this Notice or the information contained therein, please feel free to contact me directly at (404) 835-9100.

On Behalf of the Board of Directors

Property Manager

cc: Board of Directors  
Architectural Review Board

## ***Second Notice Letter***

Wetherbrooke Townhome Association, Inc.  
c/o Community Management Associates  
1465 Northside Drive, Suite 128  
Atlanta, GA 30318  
(404) 835-9100

### **Second Notice of Violation**

Name and address of Property Owner

Location of Property

(Date)

Dear (Property Owner):

On behalf of the Board of Directors, I hereby advise you that your Property continues to be in violation of the Covenants and/or Community Standards of the Wetherbrooke Community as follows:

**[Describe violation]**

On [date], I wrote to you explaining the above violation and advising you to take the following corrective action within ten (10) business days:

**[Describe corrective action needed]**

You failed to heed our friendly warning. Accordingly, you are hereby advised that if you do not correct the above violation within five (5) business days, the Board of Directors will assess a fine for this violation. This is your final warning notice.

As I stressed in the initial Notice of Violation, our Community's governing documents authorize and obligate the Board of Directors to enforce the Covenants and other restrictions, such as the Community Standards, that are contained in your Deed. The Board of Directors intends to fulfill this obligation and you will be responsible for any fines imposed, costs incurred as a result of such fines, including attorney fees, and/or any other costs incurred in bringing your property into compliance.

Should you have any questions about this Notice or the information contained therein, you may contact me directly at (404) 835-9100.

On Behalf of the Board of Directors,  
Property Manager

cc: Board of Directors  
Architectural Review Board

## ***Fine Notice Letter***

Wetherbrooke Townhome Association, Inc.  
c/o Community Management Associates  
1465 Northside Drive, Suite 128  
Atlanta, GA 30318  
(404) 835-9100

### **Notice of Fine**

Name and address of Property Owner

Location of Property

(Date)

Dear (Property Owner):

Your Property is in continued violation of the Covenants and/or Community Standards of the Wetherbrooke Community. You have received two notices advising you of the violation and the steps you need to take to correct such violation. You have failed to correct the(se) violation(s). Further, you have not notified the Property Manager or the Board of Directors of any intention to correct the(se) violation(s).

Consequently, the following violation remains outstanding:

**[Describe violation]**

Within fifteen (15) days of this Notice of Fine, you will begin incurring a fine of \$25.00 per day until your Property is in full compliance with the Covenants and/or Community Standards of the Wetherbrooke Community (or a \$250.00 flat fine, if a single occurrence violation).

You have the right to request a hearing before the Board of Directors regarding this fine. You must exercise this right within ten (10) days of the date of this Notice of Fine. You should contact Brooke Kearney at Community Management Associates at 404-835-9114 or via email, [bkearney@cmacommunities.com](mailto:bkearney@cmacommunities.com) to request a hearing. Should you elect to have the Board of Directors conduct a hearing, you may bring with you any statements, evidence, and witnesses and you will have an opportunity present your position at that hearing. All rights to have the Board of Directors reconsider your fine are *waived* if you do not request a hearing within the ten (10) days of the date of this Notice of Fine.

The Board of Directors is authorized by the governing documents to pursue all legal avenues available to obtain compliance with the Covenants and/or Community Standards of the Wetherbrooke Community. Any costs resulting from your failure to comply with these governing documents, including legal fees, will be charged to your account and can be recoverable in any court action.

On Behalf of the Board of Directors,  
Property Manager

cc: Board of Directors  
Architectural Review Board