

EXHIBIT "D"

BY-LAWS

OF

STONEY BROOK COMMUNITY ASSOCIATION, INC.

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BY-LAWS
OF
STONEY BROOK COMMUNITY ASSOCIATION, INC.

Article I
Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Stoney Brook Community Association, Inc. ("Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in the Declaration of Protective Covenants for Stoney Brook, ("Declaration"). The provisions of the Declaration pertaining to membership are by this reference made a part of these By-Laws.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at another place convenient to the members as determined by the Board of Directors.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by Owners holding at least twenty-five (25%) percent of the total Association vote. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing of such notice or delivery of such notice by leaving at the residence located on the Lot in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than seven (7) nor more than thirty (30) days before a special meeting and not less than twenty-one (21) nor more than sixty (60) days before an annual meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and these voting rights are specifically incorporated in these By-Laws.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Owners holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove all members of the Board of Directors and all officers of the Association until such time as the first of the following events shall occur: (a) the expiration of five (5) years after the date of the recording of the Declaration; (b) the date on which fifty-four (54) Lots have been conveyed to Persons who have not purchased such Lots for the purpose of construction of a residence and resale of such Lot and residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant this authority to appoint and remove directors and officers of the Association. The directors and officers appointed by the Declarant need not be Owners or residents in the Community. The names of the initial directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. The Board shall consist of three (3) members during the period in which the Declarant has the right to appoint directors and officers as described in Section 2 of this Article and five (5) members after the expiration of this right.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if a committee is established by the Board. All candidates shall have a

reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Not later than thirty (30) days after termination of the Declarant's right to appoint directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect five (5) directors. The term of three (3) directors shall expire two (2) years after the first annual meeting following termination of the Declarant's right to appoint directors, and the term of two (2) directors shall expire one (1) year after that annual meeting. At the expiration of the first term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the membership, directors shall be elected to succeed those directors whose terms are expiring. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by Owners holding a Majority of the total Association vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and its purpose and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each director so selected shall serve the unexpired portion of the term of his predecessor.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days at the time and place determined by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of the meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as a director unless approved by a Majority of the Owners.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors or officers may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 17. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors participating by telephone shall be deemed to be present at such meeting for quorum and other purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting the assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than thirty (30) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for any lawful purpose including, without limitation, repair or restoration of the Common Property and facilities, without the approval of the members of the Association. However, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, or the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Notice. Written notice shall be served upon the violator specifying:

(i) the nature of the violation and the fine imposed;

(ii) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine imposed;

(iii) the name, address and telephone number of a person to contact to challenge the fine;

(iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(v) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(b) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the violator 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.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these By-Laws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the removal will serve the best interests of the Association.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V Committees

The Board of Directors is authorized to establish committees to perform those tasks and to serve for those periods that it designates. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Amendment. These By-Laws may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to the Declaration. However, any such amendment shall not adversely affect the title to any Owner's Lot unless any Lot Owner consents to the amendment in writing. Further, so long as Declarant has the right unilaterally to subject additional property to the Declaration as provided in Article IX, Declarant may unilaterally amend these By-Laws for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, these By-Laws may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of owners holding at least a Majority of the total Association vote and the consent of the Declarant (so long as Declarant has an option unilaterally to subject additional property to the Declaration as provided in Article IX of the Declaration). Amendments to these By-Laws shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of these By-Laws which reserves or grants special rights to the Declarant shall be amended without

the Declarant's prior written consent so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

Notwithstanding the above, VA and HUD shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of these By-Laws.

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DESIGN STANDARDS

1. AUTHORITY. This DESIGN STANDARDS document is promulgated pursuant to authority granted to the Architectural Control Committee (hereinafter referred to as the "ACC") of the STONEY BROOK DEVELOPMENT (hereinafter referred to as the "Development") under Article V of the Declaration of Covenants, Conditions and Restrictions for Stoney Brook, recorded in Deed Book 548, Page 194-199 and 200-255, Rockdale County, Georgia Records (hereinafter called the "Declaration"). The requirements of these Design Standards shall be in addition to and not in lieu of the requirements and provisions of the Declaration.

2. PURPOSE. Plans and specifications must be submitted to and approved by the ACC pursuant to the Declaration and these Design Standards for the sole exclusive purpose of assuring that all Structures within the Development are in conformity and harmony of external design and general quality and in conformity and harmony with existing standards of the neighborhood. The Architectural Control Committee shall be the only judge of the plans with regards to the design submitted and in its sole opinion may approve or may withhold approval for any reason, including purely aesthetic considerations.

3. DEFINITIONS. The word "Owner" and "Lot", as used herein shall have the same meaning as such words have in the Declaration.

4. SUBMISSION OF PLANS AND SPECIFICATIONS.

A. Plans and specifications for the construction or placement of any Structure on any Lot shall be submitted to and reviewed by the ACC in accordance with the requirements of Article X of the Declaration. Each Owner shall submit to the ACC two (2) complete sets of plans and specifications clearly designating which Lot is covered by such plans and specifications.

B. All plans and specifications required to be submitted to the ACC shall be delivered to the following address, unless otherwise notified:

~~Cohn Communities, Inc.
1927 Lakeside Parkway, Suite 692
Tucker, Georgia 30084~~

Stoney Brook HOA
PMB 274
1041 Honey Creek Rd
Conyers, GA 30613

5. CONSTRUCTION.

A. After approval by the ACC of plans and specifications for any Structure, and prior to the commencement of any construction or grading on the Lot for which such plans and specifications were approved, the location of such Structure shall be clearly marked on such Lot. After such

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marking, the owner or the Owner's contractor shall request in writing that a representative of the ACC inspect the proposed location of the Structure as marked on the Lot to determine whether such location is consistent with the guidelines for location of buildings contained in Section 7A of these Design Standards. After receipt of such written request, the ACC shall have ten (10) working days in which to:

1. inspect the proposed location of the Structure as marked on the Lots, and
 2. notify the Owner in writing of its approval or disapproval of the proposed location of the Structure. In any case in which the ACC shall disapprove the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was taken. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable location may be marked and submitted for approval. In no event shall the Owner allow any grading or cutting of trees on the Lot prior to approval of the proposed location by the ACC.
- B. During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveway as approved in the plans and specified by the ACC. All vehicles shall be parked at the Lot in such a manner as to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot or adjacent Lots.
- C. All stumps and brush should be removed from the surface of the Lots prior to foundation construction. Construction debris shall be removed as often as necessary to keep the Lot and structure thereon attractive. Such debris shall not be dumped in any area of the Development unless approved in writing from the ACC.
- D. Lots shall be graded in such a manner so as not to block any natural or man-made swales, drainage easements, ditches or drainage structures. Earth berms, hay bales, silt fences, mulch, boards, grassing, gravel blankets and any other approved siltation and erosion control measures, shall be installed prior to grading of all Lots to prevent mud and silt from running off the Lot onto streets and other adjoining property. Whenever possible, Lots shall drain independently from, rather than to adjoining Lots.

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6. DESIGN DETAILS.

- A. Minimum House Sizes. Not more than one (1) single-family dwelling shall be erected on any Lot unless otherwise approved, in writing, by the ACC. Residence shall comply with minimum zoning requirements of Rockdale County under the zoning classification for this tract on the day building permits are purchased. No residence shall exceed 2 1/2 stories in height and shall have a garage for not more than 2 cars.
- B. Set Backs. In no event shall the set backs be less than those required by the Rockdale County Subdivision Ordinance.
- C. Garages and Carports. No carport shall be permitted in the subdivision. Materials and colors for garage doors shall be specified on the plans and specifications submitted to the ACC. All homes will have a minimum of a one car garage.
- D. Windows and Doors. Silver-finish aluminum doors (including sliding doors), windows, storm windows and storm doors shall not be approved. A factory painted or anodized finish aluminum may be used, the color of which shall be specified in the plans and specifications submitted to the ACC for approval and shall be subject to the color guidelines in Section 8B of these Design Standards.
- E. Exterior Colors and Materials. All exterior colors and materials of all Structures shall be specified in the plans and specifications submitted to the ACC for approval and shall be subject to the color and material guidelines contained in Section 8 of these Design Standards. An Owner wishing to make changes in these scheduled colors, may do so only by consulting with the ACC in order to achieve a well-coordinated color scheme throughout the community.
- F. Roof. Roofing material and color shall be specified in the plans and specifications submitted to the ACC for approval, and shall be subject to the color and material guidelines contained in Section 8 of these Design Standards. No plumbing or heating vents shall penetrate roof surfaces which face the street or streets adjacent to the Lot. All plumbing, heating, skylight frames and flashing (unless made of copper), that penetrate the roof surface shall be painted to blend with the roof color.
- G. Driveways. Driveways shall be constructed with concrete, provided however, that other hard surface material such as asphalt may be approved by the ACC if an exception is

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requested when plans and specifications are submitted to the ACC for approval. Driveways should be curved when possible taking into consideration existing trees and landscape planting.

- H. Landscaping. A drawn landscaping plan must be submitted to the ACC prior to installation of any materials; this plan should include a drawing to show location, variety and size of all plant materials, as well as location and description of all "hardscape" items such as fences, sidewalks, driveways, walls, patios and so forth. Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after; 1) final inspection of the residential structure by the Rockdale County building inspector, or 2) occupancy of the residential structure, whichever is earlier. Front yards must be sodded with Bermuda, Centipede or Zoysia sod. When corner lot, the side yard nearest the intersection must be sodded.
- I. Mailboxes. Mailboxes and posts designs must be approved by the ACC.
- J. Front Porches and Front Decks. All front decks and porches if constructed of wood shall be painted so no natural finish is exposed to the street. This does not include stair treads, but it does include risers.

7. SITE PLANNING AND DESIGN.

- A. Location of Structures. All structures together with related paved and open areas, shall be located on each Lot to:
 - 1. minimize changes in the existing topography;
 - 2. preserve existing trees and vegetation to the maximum extent possible;
 - 3. control damage and prevent erosion as stated in Section 5D of these Design Standards; and
 - 4. create prime views and conceal unsightly areas.

8. HOUSE DESIGNS, COLORS AND MATERIALS GUIDELINES.

A. House Designs.

- 1. Must be presented to the ACC for approval in the form of a detailed drawing showing elevation of all four sides of the house.

B. Materials.

- 1. A minimum of exterior materials shall be used on Structures to avoid a cluttered appearance. Where

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two materials are used (in addition to glass), one shall be dominant.

2. Recommended materials include:

- (a) wood siding, painted or stained wood, bevelled hardboard;
- (b) brick - there shall be no weeping or black mortar. Samples of all bricks used must be submitted for approval. Old used brick will be accepted in special areas, as will be the painting of brick;
- (c) stone - shall be Tennessee or Arkansas Field Stone with gray mortar (no black mortar);
- (d) cedar shakes and shingles;
- (e) asphalt/fiberglass shingles which are very dark gray, black, shadow black and other trade names of the same hues;
- (f) wood, hardboard or painted steel garage doors of simple design; and
- (g) stucco or synthetic plaster material from an approved manufacturer and meeting required specifications.

3. Unacceptable materials include:

- (a) artificial brick, stone or wood;
- (b) color coatings which simulate natural materials;
- (c) unnatural tones of brick and stone;
- (d) exposed concrete block foundations - all visible concrete block foundations must be veneered with brick, dry-stack stone or stucco;
- (e) visible silver finish and aluminum flashing;
- (f) unfinished standard concrete block or poured concrete walls; and
- (g) no window air conditioning unit may be used on the front or side elevations. Furthermore, on lots that expose the rear of the structure to any street these units will not be allowed.

4. The exterior materials of all Structures on all Lots shall be harmonious and complimentary.

C. Colors.

- 1. The exterior colors of the walls and roof of a single-family residential Structure shall be compatible and harmonious with the colors of nearby single-family residential structures.
- 2. A minimum of exterior colors shall be used. When more than one color is used, one shall be clearly dominant. ACC shall approve all exterior color schemes.
- 3. Secondary colors must be compatible with the first color and limited to architectural details as presented, such as fascia frames and other contrasting designs for building trim.

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4. High contrast colors when used on Structures shall be limited to major architectural elements such as entry doors, etc.

9. SCREENING GUIDELINES.

A. Screening. Screening shall be used within the Development to define private spaces or to attract or divert attention to or from particular views.

B. Objects to be Screened. In every case, screening shall be used in connection with the following:

1. Exterior, ground-level machinery visible from the streets, such as air conditioning and heating, swimming and whirlpool equipment, etc.
2. Outside storage and service areas for equipment and supplies, woodpiles, refuse containers and related storage areas.

C. Methods of Screening. Subject to approval by the ACC, the following methods of screening may be used:

1. Earth banks and berms with a maximum slope of 2:1 from grade level and covered with an acceptable ground cover of grass suited for the slope area.
2. Planting screens which shall be:
 - (a) composed of plants approved by the ACC;
 - (b) installed at a minimum height of 3 feet, with an expected 3 year height of 6-8 feet; and
 - (c) spaced at a density which will create an effective year-round visual screen.
3. Fences and walls which shall:
 - (a) compliment the design, texture and color of all Structures on the same Lot;
 - (b) be a maximum of 8 feet in height;
 - (c) include planting as an integral component; and
 - (d) not attract attention as separate and distinct architectural elements.
4. Prohibited screening - fencing will not be allowed beyond the front of any Structure or if a corner lot, fencing will not be allowed beyond the side structure.

10. AMENDMENT. These Design Standards may be amended from time to time by a majority vote of the members of the ACC.

11. OBLIGATIONS OF THE BUILDER.

A. Builder shall keep the property and the street and all gutters in front of the property in a clean and orderly manner. Upon commencement of site work on the property, builder shall install silt fence and shall thereafter

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maintain the silt fence and any other silt or erosion prevention measures to prevent silt from leaving this Lot.

- B. Builder shall unload all loaders on the property and not in the street. Builder shall be responsible for any damage to curbs, storm drains or street surfaces caused by him, his employees, agents and contractors.

12. EXCEPTIONS. Exceptions to these Design Standards may be allowed by majority vote of the members of the ACC, but only in cases where the ACC determines that 1) an exception is necessary in a particular case to avoid undue hardship or to deal with unique, unusual or extraordinary conditions encountered on a particular lot; and 2) the exception will serve the spirit of these Design Standards and not be to the detriment of the Development. Such exceptions shall be in writing. No exception allowed hereunder shall have any precedental or other effect on any other situation in which an exception is requested of, or considered by the ACC.

13. APPROVAL OF ANY STRUCTURE BY THE ACC IN NO WAY IS A CERTIFICATION THAT THE STRUCTURE HAS BEEN BUILT IN ACCORDANCE WITH ANY GOVERNMENTAL RULE OR REGULATION OR THAT THE STRUCTURE COMPLIES WITH SOUND BUILDING PRACTICES OR DESIGN. THE ACC SHALL BE HELD HARMLESS BY ANY PERSON OR ENTITY SUBMITTING PLANS TO THE ACC FROM ANY AND ALL LIABILITY FOR ANY ACTION TAKEN OR ANY FAILURE TO ACT WITH REGARD TO THE IMPROVEMENT OF ANY LOT OR CONSTRUCTION OF ANY STRUCTURE IN THE DEVELOPMENT.

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STONEY BROOK

Architectural Control Committee
Approval

TO: _____

FROM: _____

RE: Lot _____ Block _____ Unit _____

Contract Dated:

In accordance with the Lot Sale Contract between you and COHN COMMUNITIES, INC. and Article V of the Declaration of Covenants, Restrictions for Stoney Brook, the Architectural Control Committee hereby approves the plans you submitted for the basic exterior elevation of the home proposed on the above-referenced lot.

You will be required to submit detailed specifications of materials, color scheme, lighting, landscaping and other details affecting the exterior appearance of all proposed structures and alterations to existing structures. This requirement pertains to roofs, siding, masonry and all paints, stains, etc.

Chairman, Architectural Control Committee

D. Lewis
6/6/94

ARCHITECTURAL CONTROL COMMITTEE

APPLICATION FOR REVIEW AND APPROVAL OF PLANS

BUILDER _____ PHONE (Day & Night) _____

SUBDIVISION _____ LOT # _____ BLOCK _____

STREET ADDRESS _____

CITY, STATE AND ZIP CODE _____

PLAN NAME/# _____ DESIGNER NAME/FIRM _____

SQUARE FOOTAGE: FIRST FLOOR _____ SECOND FLOOR _____ TOTAL _____

EXTERIOR FINISHES: DESCRIBE MATERIAL/BRAND/COLOR/STYLE/TEXTURE,
ETC. BUILDER MUST PROVIDE SAMPLES OF ALL MATERIALS, COLORS AND
TEXTURES USED.

FRONT ELEVATION MATERIAL _____

SIDE ELEVATION MATERIAL _____

REAR ELEVATION MATERIAL _____

ROOFING BRAND/STYLE/WEIGHT/COLOR _____

TRIM COLORS: PRIMARY COLOR _____ WHERE USED _____

SECOND COLOR _____ WHERE USED _____

OTHER ACCENTS _____ WHERE USED _____

GARAGE DOOR DESCRIPTION AND FINISH _____

SITE CONSIDERATIONS: DO YOU ANTICIPATE ANY ALTERATIONS TO THE
NATURAL OR DESIGNED DRAINAGE, OR THE REMOVAL
OF ANY TREES OTHER THAN THOSE REMOVED FOR THE
ACTUAL FOUNDATION SITING?

NO _____ YES _____ IF YES, EXPLAIN

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I HEREBY SUBMIT THESE PLANS, SPECIFICATIONS AND SITE PLAN AS BEING IN FULL COMPLIANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS AS PROMULGATED BY THE ARCHITECTURAL CONTROL COMMITTEE FOR THIS COMMUNITY. I UNDERSTAND THAT IF I SHOULD VIOLATE AT ANY TIME THESE PROMULGATED STANDARDS, THE DEVELOPER, _____, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OTHER AGGRIEVED LOT OWNER, SHALL JOINTLY OR SEVERALLY HAVE THE RIGHT TO PROCEED AT LAW FOR THE RECOVERY OF DAMAGES, OR FOR INJUNCTIVE RELIEF, OR BOTH.

AUTHORIZED SIGNATURE _____ DATE _____

ACC REVIEW SECTION

DATE PLANS RECEIVED _____ DATE PLANS REVIEWED _____

	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>COMMENTS</u>
SITE PLAN	_____	_____	_____
FLOOR PLAN	_____	_____	_____
ELEVATIONS	_____	_____	_____
EXTERIOR FINISH	_____	_____	_____
EXTERIOR TRIM	_____	_____	_____
ROOFING SELECTION	_____	_____	_____
GARAGE DOOR	_____	_____	_____
ANTICIPATED ACC VARIANCE AS SUBMITTED	_____	_____	_____
OTHER ITEMS	_____	_____	_____

() YOUR PLANS AND SPECIFICATIONS HAVE BEEN APPROVED AS SUBMITTED. YOU MAY PROCEED WITH CONSTRUCTION AS PLANNED.

() YOUR PLANS AND SPECIFICATIONS HAVE BEEN APPROVED WITH THE FOLLOWING CONDITIONS:

1. _____
2. _____
3. _____

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6/6/94

() YOUR PLANS AND SPECIFICATIONS HAVE BEEN DISAPPROVED BY
THE ACC. PLEASE MAKE THE NECESSARY CHANGES OR
MODIFICATIONS AND RESUBMIT WITHIN 10 DAYS.

WITHIN THE AUTHORITY GIVEN TO US, WE HAVE MADE THE ABOVE
DECISION REGARDING THE PLANS AND SPECIFICATIONS SUBMITTED FOR THE
SPECIFIC PROPERTY HEREIN NOTED.

COMMITTEE CHAIRMAN _____ DATE _____

D. Lewis
6/6/94