

**NORTHCLIFF ON THE RIVER**  
**Northcliff Homes Association, Inc. (“NHA”)**

**COMMUNITY-WIDE STANDARDS**  
**GUIDE**

Approved by the Board of Directors

July 15, 2024

*(Capitalized terms in this document, in addition to those defined below, are terms defined in the Covenants.)*

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## INTRODUCTION

The community of Northcliff Homes Association, Inc. (“Northcliff on the River”) is governed by its Bylaws and the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Northcliff Homes Association, Inc. (the “Covenants”). In 2009, the Owners voted to approve amended Bylaws and Covenants.

The Bylaws stipulate that a duty of the Board of Directors (the “Board”) is to “make, delete, and amend reasonable rules and regulations governing the use of the community” and that the Board may establish an Architectural Control Committee (the “ACC”) to administer the architectural controls as provided in the Covenants.

The Covenants stipulate that 1) the Board may adopt, amend and publish written community-wide standards for modifications that affect the exterior appearance of Lots, 2) these standards may vary for different parts of the Community based on street visibility and location of the proposed modifications on the Lot, and 3) no Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

In August 2014, the Board approved a Community-Wide Standards Guide (the “GWSG”). The purpose of the CWSG is to communicate clearly the architectural controls included in the Covenants and established by the Board. After Owner feedback, in March 2015 the Board amended the CWSG. In 2018, 2019, and 2024, the Board again amended the CWSG, to improve readability and to clarify certain standards.

The role of the ACC is to preserve, protect, and enhance the value of the properties in Northcliff on the River by ensuring compliance with the Covenants and working with the Owners and the Board.

We hope this booklet of community-wide standards helps to clarify what is required of all of us under the NHA Covenants. If you have any questions, please contact the ACC at <northcliffacc@gmail.com>.

***(The remainder of this page is intentionally blank.)***

## EXTERNAL MODIFICATIONS TO PROPERTY

No Owner, Occupant, or any other person shall, without written approval of the Board or ACC:

- construct any dwelling or other improvement on a Lot;
- make any change or alteration that affects the exterior appearance of the Lot; or
- erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.<sup>1</sup>

To obtain the written approval of the Board or ACC an Owner must submit an **APPLICATION FOR MODIFICATIONS BEFORE** making external modifications to a Lot.

### MODIFICATIONS THAT REQUIRE AN APPLICATION FOR MODIFICATIONS

*See the **Guidelines** section below for further details.*

#### SUMMARY

- Awnings or Coverings
- Decks
- Detached Buildings, Storage Buildings, and Sheds
- Drainage
- Fencing
- HVAC and Generators: Additional
- HVAC and Generators: Relocation
- Landscaping Projects
- Outdoor Fireplaces, Pits, and Kitchens
- Painting and Staining with New Colors
- Patios, Walkways, and Driveways: Additional
- Play Equipment, Playhouses, and Treehouses
- Pools
- Retaining Walls
- Signage
- Solar Energy Collectors
- Tree Removal (see Guidelines)

NOTE: Owners are advised that certain governmental regulations may affect their proposed modifications. These may include:

- Fulton County and City of Roswell building permits;
- tree removal permits from the City of Roswell's arborist;
- Atlanta Regional Commission ("ARC") restrictions on land use within 2,000 feet of the Chattahoochee River, i.e., tree removal, paving or construction on impervious surfaces, etc. *[The City of Roswell administers ARC regulations.]*

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<sup>1</sup> *Covenants, Section 8: Architectural Controls.*

**It is the Owner's responsibility to obtain all governmental permits, inspections, and approvals.**

If any governmental authority requires changes that alter a previously submitted **APPLICATION FOR MODIFICATIONS**, then the Owner must submit an amended **APPLICATION FOR MODIFICATIONS** to the ACC for its approval **BEFORE** commencing any modifications.

## **GUIDELINES**

### **A01 Awnings or Coverings**

**A01.01** All awnings or coverings should be made of a canvas type material or be a structural extension of the existing roof of the house.

**A01.02** Colors or finish should be compatible with the current colors of the house.

### **A02 Decks**

**A02.01** Deck extensions or construction should not extend past the sides of the house unless an exception is approved by the ACC.

**A02.02** All decking materials should be cedar, cypress, No. 2 grade or better pressure treated wood, or composite decking materials.

**A02.03** Natural wood tone stain is preferred. Opaque wood stain or paint that complements the colors of the house may be acceptable for use on deck surfaces.

**A02.04** As wood weathers, painted decks should be maintained to the same standard as the siding on the house.

**A02.05** All vertical supports for decks should meet Fulton County and City of Roswell standards for wood posts or metal poles.

**A02.06** Brick, stone, or stucco columns matching similar materials on the house are acceptable.

**A02.07** Exposed cinder block supports are not permitted.

### **A03 Detached Buildings, Storage Buildings, and Sheds**

**A03.01** The structure shall be located at the rear of the property and placement on the Lot should minimize the visual impact from adjacent properties and the street.

**A03.02** The building should not result in a disorderly, unsightly, obtrusive, or unkempt state.

**A03.03** The materials of the detached building should either match the exterior materials and colors on the house or utilize materials and neutral colors that blend with the environment.

**A03.04** Depending on the placement of the proposed structure, a buffer, screening, or plant barrier may be required to lessen the visual impact on neighboring properties and the view from the street.

### **A04 Drainage**

**A04.01** French drains, dry creek beds, and other erosion control measures should be completed in a fashion that does not cause a nuisance to neighboring properties.

### **A05 Fencing**

**A05.01** The maximum height of fencing shall not exceed six (6) feet.

**A05.02** The span between posts shall be no more than ten (10) feet.

**A05.03** The post size shall be at a minimum 4 X 4 inches and no larger than 6 X 6 inches.

**A05.04** Rails shall not be visible from the street, i.e., the finished side of the fencing should face outward from the Lot.

**A05.05** Natural wood tone stain is preferred. Opaque wood stain or paint that complements the

colors of the house should be used on fencing.

**A05.06** Fencing should come off the rear corners of the house on both sides, i.e., "canyon" or "double" fencing is not permitted.

**A05.07** Fencing should not interrupt natural and existing drainage. Space should be provided between the fence and the ground to allow water to pass underneath.

**A05.08** Fencing should not obstruct access to electric meters, gas meters, and utility easements.

**A05.09** Chain link, wire, and plastic fencing are not permitted; however certain types of wire fencing which is not adjacent to another Lot may be permitted upon Board approval.

**A05.10** Above ground electrical fencing is not permitted.

#### **A06 HVAC and Generators: Additional**

**A06.01** Additional exterior HVAC units should be located in near proximity to existing HVAC units.

**A06.02** Additional exterior HVAC units that cannot be located in near proximity to existing HVAC units should not cause a nuisance to neighboring properties.

**A06.03** Window air conditioners are not permitted.

#### **A07 HVAC and Generators: Relocation**

**A07.01** The relocation of existing HVAC units should not cause a nuisance to neighboring properties.

#### **A08 Landscaping Projects**

**A08.01** Plantings that are a danger to humans and animals are prohibited.

**A08.02** Structures and arrangements not in keeping with the neighborhood are not permitted.

**A08.03** Plants that may spread to the point of becoming a nuisance are not permitted, i.e., poorly maintained bamboo, kudzu, ivy, etc.

#### **A09 Outdoor Fireplaces, Pits, and Kitchens**

**A09.01** All exposed concrete blocks, foundations, and walls should be veneered with natural stone, brick, stucco, or painted to complement existing landscaping and structures on the Lot.

#### **A10 Painting and Staining with New Colors**

**A10.01** Exterior colors of walls, siding, shutters, doors, and the roof of the house should be compatible with the colors of other houses in the Community.

#### **A11 Patios, Walkways, and Driveways: Additional**

**A11.01** Driveways shall be of poured concrete.

**A11.02** Inlaid decorative stone or brickwork is permitted.

**A11.03** Asphalt, gravel, and dirt driveways are not permitted.

#### **A12 Play Equipment, Playhouses, and Treehouses "Equipment"**

**A12.01** Equipment should be located in the rear yard and within the extended side build lines of the house.

**A12.02** Equipment should be placed in locations that have a minimal impact on the neighboring properties.

**A12.03** Depending on the placement of the proposed Equipment, a buffer, screening, or plant barrier may be required to lessen the visual impact on neighboring properties and the view from the street.

**A12.04** Equipment that is environmentally and aesthetically compatible with the surrounding terrain is strongly recommended. Metal or plastic equipment generally requires greater screening or landscaping to shield it from neighboring Lots and street views. Painting may be required in

order to blend the Equipment into the surrounding environment.

**A12.05** Owner should remove Equipment that is no longer in use, is in a state of disrepair, or is past its useful life.

**A12.06** Building materials should complement existing materials of the house, blend with the environment, or be similar to exterior materials used within the Community.

**A12.07** Playhouse and treehouse floor space shall not exceed sixty-four (64) square feet.

**A12.08** Equipment shall not exceed a twelve (12) foot maximum structure height from ground level to its highest point.

**A12.09** Equipment should be maintained at the same community-wide standard that is set for all structural improvements.

**A12.10** Equipment deemed unsafe should be removed.

### **A13 Pools - Above Ground**

**A13.01** All types of above ground pools are prohibited.

### **A14 Pools - In Ground**

**A14.01** Fencing enclosing the entire pool area shall meet the fencing guidelines.

**A14.02** Lighting should not cause a nuisance to neighboring properties or nearby streets.

**A14.03** Landscaping shall meet the guidelines for landscaping projects.

**A14.04** Building materials should complement existing materials of the house, blend with the environment, or be similar to exterior materials used within the Community.

### **A15 Hot Tubs and Spas**

**A15.01** Hot tubs and spas should be completely screened and out of view from neighboring Lots and streets.

### **A16 Retaining Walls**

**A16.01** All exposed concrete blocks, poured concrete foundations, and retaining walls shall be veneered with natural stone, brick, stucco, or painted to complement existing landscaping and structures on the Lot.

**A16.02** Retaining walls should not interfere with existing drainage.

**A16.03** Retaining walls made of railroad ties or wood shall use plant material to cover a majority of the wall exposed to the street.

### **A17 Solar Energy Collectors**

**A17.01** All solar energy collection installations shall be approved by the ACC.

### **A18 Tree Removal**

**A18.01** The removal of any tree, including dead trees, larger than three (3) inches in diameter, as measured 4 1/2' above the ground, requires approval by the ACC.

**A18.02** The City of Roswell tree removal ordinance states, "No person may remove, poison, damage, trim, or transplant any tree with a trunk diameter of three (3) inches in diameter at breast height, which normally attains a mature height of fifteen (15) feet or more without first obtaining a permit from the City of Roswell. There are exceptions and the ACC is available to assist Owners in complying with the ordinance.

**A18.03** The stump of any tree in a front or side yard should be removed, generally by grinding.

**A18.04** Downed and fallen trees, as well as large limbs, regardless of their location on the Lot, shall be removed as soon as possible.





## **MAINTENANCE AND OTHER STANDARDS THAT DO NOT REQUIRE AN APPLICATION FOR MODIFICATIONS**

Although maintenance of the objects below does NOT require the submission of an **APPLICATION FOR MODIFICATIONS**, Owners should consult the Guidelines below as they are Community-Wide Standards that must be followed. Any object to be placed in a Lot on a permanent or semi-permanent basis not permitted below or which does not meet the requirements below may be approved by the Board upon written application of the Owner.

### **OWNER OBLIGATIONS UNDER THE COVENANTS**

Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition, and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls, and other improvements on the Owner's Lot. Such maintenance shall be performed consistent with this Declaration and the community-wide standards established pursuant hereto.<sup>2</sup>

### **GUIDELINES**

#### **B01 Landscaping Maintenance**

**B01.01** Owners should maintain their Lot and all landscaping in good order and repair consistently throughout the year.

**B01.02** Owners are responsible for the removal of debris, grass clippings, bush and tree trimmings, etc. from the front and sides of their property up to the centerline of the street.

**B01.03** Regular mowing and edging should be performed along lawn, walkway, driveway, landscape beds, and curb areas.

**B01.04** Leaves and grass clippings should be removed from yards adjacent to streets, landscape beds, and the streets themselves.

**B01.05** Pruning and trimming of all shrubs and trees should be performed with prompt removal of debris.

**B01.06** Grass growing into the planting and bedding areas, including the mailbox area, should be removed. Suitable edging or trenching may be necessary to prevent some grasses from growing into the beds.

**B01.07** Replenish or replace pine straw, mulch, and bark in all landscaped bedding areas as required.

**B01.08** Seasonal flowers, plants, and small shrubs and bushes may be planted in beds without ACC approval.

#### **B02 House and Structure Maintenance**

**B02.01** Repairing, painting, power washing, and other suitable external care of houses and structures on the Lot should be performed regularly to maintain the structure, landscaping, and appearance of the property.

**B02.02** The house and other structures should be kept clean and free of exterior mold and mildew.

**B02.03** It is desired that replacement roofs use an "architectural style" shingle or other upgraded

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<sup>2</sup> *Covenants, Section 7: Maintenance Responsibility, Paragraph (a).*

material.

**B03 Antennas and Satellite Dishes**

- B03.01** A satellite dish shall be no larger than 36 inches in diameter and should be placed in a location that is least visible to public view.
- B03.02** Satellite dishes should be installed on the rear of the house within the side build lines of the house so as not to be visible from the street.
- B03.03** If it is determined that the satellite dish cannot receive an acceptable quality signal in the location stated above, the Owner shall supply the ACC with written documentation from the satellite company stating the reasons the dish installation could not be so placed.
- B03.04** Owner should replace a dish whose exterior surface becomes worn, disfigured, or deteriorated.
- B03.05** Owner should remove unused satellite dishes in a timely manner.
- B03.06** Ground mounted satellite dishes are not permitted.
- B03.07** Only one satellite dish per house is permitted.

**B04 Basketball Goals**

- B04.01** To maintain the sense of uniformity within Northcliff on the River, basketball goals that are attached to the structure of the house are not permitted.
- B04.02** The goal post should be installed in the ground near the driveway or in the backyard.
- B04.03** Goal posts shall be painted black and backboards should be esthetically colored or clear.
- B04.04** The goal and post should be maintained in a clean and neat manner and should be in working order.
- B04.05** Basketball goals should have nets that are in good condition.

**B05 Clotheslines**

- B05.01** Clotheslines of any sort, including retractable lines, are not permitted.

**B06 Decorative Objects**

- B06.01** Decorative objects include, but are not limited to, the following items: bridges, fountains, birdbaths, wagon wheels, benches, sculptures, bird feeders, porch swings, and statues.
- B06.02** Front door or entry area decor should be attractive and in keeping with the style and colors of the house.
- B06.03** Plants and flowers in the front of the house, in window boxes, and in flowerpots should always be neat and healthy.

**B07 Driveways**

- B07.01** Driveways shall be of poured concrete.
- B07.02** Inlaid decorative stone or brickwork is permitted.
- B07.03** Asphalt, gravel, and dirt driveways are not permitted.
- B07.04** Requires cleaning.

**B08 Dumpsters and Porta Potties**

- B08.01** The ACC recognizes that as the neighborhood ages, Owners may wish to renovate the interior of their house. Renovations usually require some amount of demolition and the contracting of labor. Consequently, the parking of a dumpster and placement of a porta potty on the Lot often becomes necessary.
- B08.02** Dumpsters shall not be parked on the public right of way.
- B08.03** Dumpsters should be parked, if possible, where they will be the least obtrusive.

- B08.04** Porta potties should be placed, if possible, out of sight from the street and neighbors.
- B08.05** The ACC should be advised when dumpsters and porta potties are expected to be on the Lot for more than 4 months.

#### **B09 Exterior Lighting**

- B09.01** Exterior lights, including security lights and floodlights, should be white or clear and of a no glare type.
- B09.02** The location of exterior lights should cause minimal visual bearing on adjacent Lots and streets.
- B09.03** Landscape accent lighting and solar pathway lights used to enhance walkways, vegetation, and architectural features cannot exceed eighteen (18) inches in height.

#### **B10 Firearms**

- B10.01** The NHA adheres to the City of Roswell regulations regarding the use of firearms, which states, "It shall be unlawful to discharge any firearm air gun, BB gun, bow, or crossbow projecting lead or any missile, except as authorized by permit secured from the city administrator or his designee. The city administrator or his/her designee shall issue permits for the discharge of firearms, air guns, BB guns, bows or crossbows to ensure the safety of the public. This section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his duty, nor any citizen from discharging a weapon when lawfully defending person or property."<sup>3</sup>

#### **B11 Flagpoles - Freestanding**

- B11.01** Freestanding flagpoles are not permitted.

#### **B12 Flagpoles - House Mounted**

- B12.01** The size of the flag shall be no larger than 3 X 5 feet.
- B12.02** The flagpole shall be no longer than 7 feet.
- B12.03** The flagpole shall only be attached to the front of the house.
- B12.04** All flags should be maintained and in good condition.
- B12.05** Removal of a flag may be requested if the flag is deemed to be inappropriate or in poor condition.

#### **B13 HVAC and Generators: Replacement in Same Location**

- B13.01** Landscaping that buffered or screened the former installation should be replaced in an equivalent manner after installation of the replacement unit.

#### **B14 Mailboxes**

- B14.01** All mailboxes shall be maintained in good condition and painted semi-gloss black.
- B14.02** Replacement mailboxes shall be the uniform custom style mailbox, post, and number plaque established by the ACC.
- B14.03** For repairs, replacement parts, or full replacement, contact the ACC.

#### **B15 Nuisances**

- B15.01** Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the

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<sup>3</sup> Roswell, Georgia - Code of Ordinances, Section 13.1.3 - Discharge of Weapons, Section (a).

## **Community.**

### **B16 Pets**

**B16.01** Owner or Occupant may keep a reasonable number of recognized household pets in the Community, as determined in the sole discretion of the Board of Directors.

**B16.02** No Lot shall be used for keeping or breeding any pet for commercial purposes.

**B16.03** When not enclosed by fencing, pets should remain on a leash and under the physical control of a responsible person while outdoors.

**B16.04** The pet owner is responsible for promptly removing waste deposited by their pet.

**B16.05** No potbellied pigs are permitted in the Community.

**B16.06** No animals that the Board determines to be dangerous may be brought into or kept in the Community.

### **B17 Painting and Staining with Existing Colors**

**B17.01** ACC approval is not required.

### **B18 Play Equipment, Playhouses, and Treehouses**

**B18.01** Owner should perform routine maintenance on play equipment, slides, poles, climbing rungs, swing seats, trampolines, etc.

### **B19 Portable Children's Pools**

**B19.01** An ACC application does not need to be submitted for a children's portable wading pool, provided however, that it is the type that can be emptied in the evening, does not exceed 18 inches in depth, and the total size is less than 36 square feet.

**B19.02** Portable pools should be stored out of view from the street and neighboring Lots.

**B19.03** Portable pools should be emptied when not in use.

**B19.04** Unsupervised pools should be emptied or located in a fenced backyard.

### **B20 Roofs**

**B20.01** Roofs and gutters should be in good condition and free from debris and stains.

### **B21 Roof Replacement**

**B21.01** Owners replacing their roofs for the first time are encouraged to install an upgraded shingle as most houses were originally built with builders' grade materials.

### **B22 Seasonal Decorations**

**B22.01** Lighting, flags, and other decorations should be removed within ten (10) days following the celebrated day.

**B22.02** After the winter holiday season, exterior lighting and decorations should be removed by January 15.

### **B23 Signage**

**B23.01** Two (2) professional security signs that are no larger than 10 X 10 inches are permitted.

**B23.02** Temporary yard signs of less than 24 X 36 inches may be placed in the yard during the day of a yard or garage sale.

**B23.03** Temporary yard signs of less than 24 X 36 inches may be placed in the yard for a total of 30 days surrounding a birth or graduation.

**B23.04** Only one (1) "For Rent" or "For Sale" sign may be placed on a Lot. The sign should be the same size and style as those used by commercial real estate companies. These signs should be

- professionally lettered and not handmade. The sign may not be more than 36 X 36 inches.
- B23.05** Any sign that is required by law for legal proceedings may be posted.
  - B23.06** There should be no more than three (3) political signs posted on the Lot at a time. Political signs can be posted for thirty (30) days prior to the Election Day and should be taken down within five (5) days after the election. The sign may not be more than 36 X 36 inches.
  - B23.07** Construction and permit signs should be posted only while the project is active. Once the project is completed, the signs should be removed.
  - B23.08** Flags supporting institutions, i.e., universities, sports teams, etc., may be hung in conjunction with specific events. They should be removed within a reasonable time after the event and may not be permanent.
  - B23.09** All other signage is prohibited.

#### **B24 Storage of Tools and Other Objects**

- B24.01** Tools, hoses, and similar items should be stored in a manner that does not cause a visible nuisance to neighbors.

#### **B25 Trash**

- B25.01** No portion of the Lot shall be used as a dumping ground for rubbish, trash, or garbage; nor shall trash or garbage be permitted to accumulate upon the Lot.
- B25.02** Garbage containers should be screened on each Lot so that they are not visible from the street.
- B25.03** No burning of rubbish, trash, or garbage is permitted.
- B25.04** Trash receptacles should be removed from the curb no later than 9 PM on collection day.

#### **B26 Vegetable Gardens and Compost Piles**

- B26.01** Vegetable gardens and compost piles should not be placed in a front or side yard.
- B26.02** Freestanding greenhouses and greenhouse like structures are subject to the regulations governing Detached Buildings, Storage Buildings, and Sheds (at A03).
- B26.03** Compost piles should not be larger than 6x6 feet and no higher than 4 feet.
- B26.04** Compost piles should be placed in locations that have a minimal impact on the neighboring properties.
- B26.05** Compost piles should be placed in a manner that does not cause a visible or noxious nuisance to neighbors.

#### **B27 Vehicles and Parking of Vehicles<sup>4</sup>**

- B27.01** Owner or Occupant may not keep or bring into the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board.
- B27.02** Vehicles shall not be parked unattended on Common Property, except during use of the Community facilities.
- B27.03** Overnight parking in the Common Property parking lots is not permitted.
- B27.04** Boats, trailers, campers, and recreational type vehicles shall not be parked or stored in open view on residential property for longer than a 48-hour period.
- B27.05** Commercial vehicles shall not park overnight on a Lot.
- B27.06** Vehicles parked in open view and not in a garage shall be fully operational, have a valid tag and registration, and not be unsightly.
- B27.07** Vehicles shall not be parked on unpaved areas, yard, grass, sidewalk, or right of way.

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<sup>4</sup> More detailed vehicle and parking regulations may be found in Section 8 of the Covenants.

**B28 Window Treatments**

**B28.01 All window treatments visible from the street or other Lots should be customary, appropriate, and be maintained in good repair.**

**B29 Windows, Doors, and Garage Doors: Replacement**

**B29.01 All replacement windows and doors should be compatible with the house trim.**

# ENFORCEMENT OF COVENANTS AND STANDARDS

## RECOGNITION OF VIOLATIONS

Alleged covenant or standard violations may be submitted to, or determined by, the ACC or its agent.

When the ACC has confirmed that a violation exists, including the failure to submit an **APPLICATION FOR MODIFICATIONS** as required, the Owner in violation will be notified, explained the nature of the violation, and required to take corrective action within a reasonable period. Upon such notice, the Owner may remedy the violation or request an appeal hearing before the Board.

## NOTICES TO OWNERS OF VIOLATIONS

### 1. First Reminder

**Why** A routine inspection of the neighborhood from the public right of way has discovered that one or more violations of the CWSG may exist.

**When** Upon confirmation by the ACC that a violation exists.

**What** A neighborly letter (attached as Exhibit A) from the ACC accompanied by a list of CWSG violations for the given lot.

### 2. Second Reminder

**Why** The violation noted in the First Reminder has not been resolved to the satisfaction of the ACC.

**When** As deemed appropriate by the ACC.

**What** A neighborly letter (attached as Exhibit B) from the ACC accompanied by a copy of the First Reminder, including any attachments.

### 3. First Official Notice

**Why** The violation noted in the Second Reminder has not been resolved to the satisfaction of the ACC.

**When** As deemed appropriate by the ACC (generally fourteen (14) days after delivery of the Second Reminder).

**What** An official letter (attached as Exhibit C) from the ACC, via certified mail, stating:

- the Owner's failure to remedy the violation;
- a time limit of ten (10) days from receipt of the First Official Notice to remedy the violation;
- the maintenance, repair, or replacement deemed necessary by the Board;
- the NHA's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense;



- the specific fine(s) to be assessed and their effective date(s); and
- the Owner’s right to request a hearing to contest the violation, remedies, and fines.

**4. Second Official Notice.**

**Why** The Owner has not requested a hearing and the violation noted in the First Official Notice has not been resolved to the satisfaction of the ACC.

**When** Ten (10) days after receipt by Owner of the First Official Notice.

**What** A letter (attached as Exhibit D) from the NHA Treasurer:

- referencing an enclosed copy of the First Official Notice;
- notifying the Owner that Owner has not requested a hearing and has forfeited the right to challenge any actions by the ACC or Board;
- stating that the fines noted in the First Official Notice have been posted to the Owner’s account;
- stating that interest at a legally acceptable rate will accrue for failing to pay the fines; and
- stating the pending placement of a lien on the property.

**FINES, PENALTIES, AND OTHER ACTIONS**

If the violation is not rectified within the period set forth under Notices above, including the period established after an appeal has been denied, the NHA may impose fines and penalties and take other actions. Fines, penalties, and other actions may include, but are not limited to, the following.

**Fines**

- The assessment of up to a \$300 fine per violation, including failure to submit an **APPLICATION FOR MODIFICATIONS** and failure to receive ACC approval prior to commencing construction or modifications.
- The assessment of up to a \$300 fine per tree for failure to receive ACC approval prior to removing any tree.
- The assessment of up to a \$300 fine per day for an ongoing violation not rectified in a timely manner.

*[The operative phase above is “up to”. The amount of a specific fine will be determined by the circumstances of the violation and the Board will strive for consistency and fairness in their application.]*

**Penalties**

- The suspension of the Owner’s right to vote on NHA matters.
- The suspension of the right to use NHA recreational facilities or Common Property.

**Other Actions**

- The filing of a lien against the property.
- The filing of a lawsuit against the Owner.
- The assessment of Owner for all costs incurred by the NHA to correct the violation.

Transfer of ownership of a property shall not void an outstanding violation.  
A violation follows the property, not the Owner of the property.

## **REQUEST FOR AN APPEAL HEARING**

Upon denial of an APPLICATION FOR MODIFICATIONS by the ACC or notice of a violation by the ACC, the Owner has the right to appeal the decision of the ACC and any related fines, penalties, and other actions.

An Owner's request for an appeal hearing shall be submitted in writing by certified mail and received by the Board within fourteen (14) days of the date that the Owner received the First Official Notice or the ACC's decision will become final and binding on the Owner.

Upon receipt of the Owner's request for an appeal hearing, the Board will schedule the date, time, and duration of a hearing at which the Owner may present information on their behalf. The Board will determine the format and rules of conduct for the hearing and such rules may include, but are not limited to, determining the names of witnesses that will be permitted to attend all or part of the hearing. Minutes of the hearing will be taken down and made available. Failure to request a timely hearing will result in the loss of the Owner's right to challenge the decision of the ACC and any violation, fines, penalties, and other actions.

Within 45 days of receipt of a timely request for an appeal hearing, the Board shall rule on the Owner's appeal and such ruling will be final and binding on the Owner. Any fines and penalties previously assessed shall be rescinded if the board rules in favor of Owner's appeal.

**During the appeal process, no work shall begin on the project.**

***(The remainder of this page is intentionally blank.)***

**Exhibit A**  
**First Reminder**

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**Northcliff Homes Association, Inc.**  
**Architectural Controls Committee**  
**1205 Northcliff Trace**  
**Roswell, GA 30076**

<Date>

<Last>

<Address>

Roswell, GA 30076

Dear <Last> Family,

One of the features that make Northcliff on the River such a great community is our collective efforts to maintain the appearance of our properties. Nevertheless, sometimes it is easy to overlook the possible unsightliness of things we see and take for granted every day, and consequently, the overall aesthetic of the community is degraded.

As a service to the residents of Northcliff on the River, the volunteers of the Architectural Control Committee (the "ACC") are tasked with periodically reviewing the neighborhood from the public right-of-way for issues that compromise our property values and need attention to comply with Northcliff on the River's Community-Wide Standards Guide (the "CWSG"). *(The most recent version of the CWSG can be found at <<https://www.northcliffhomes.com/forms-documents>>).*

On \_\_\_\_\_ the ACC reviewed the community. During the review the ACC noted \_\_\_ issues with the CWSG by \_\_ (\_\_\_%) homeowners.

We have attached a list of issues with your lot that appear to be in violation of our CWSG. For your benefit, we may have added comments that we hope will be helpful. If any of these issues were of a temporary nature, e.g., you had an issue because you were working on a project on the day of our review or you have addressed the issue in the meantime, please email us at the address below so that we can strike the issue from the records.

The ACC respectfully requests that you address any issues as soon as possible, if you have not already done so. Your neighbors will appreciate your efforts.

This process requires considerable effort by the ACC, including the manual entry and manipulation of data. Therefore, if you believe we have erred, or if you have any questions or comments, please email us at <[NorthcliffACC@gmail.com](mailto:NorthcliffACC@gmail.com)>.

Thank you,

Architectural Controls Committee  
of the Board of Directors  
Northcliff Homes Association, Inc.

**Exhibit B**  
**Second Reminder**

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**Northcliff Homes Association, Inc.**  
**Architectural Controls Committee**  
**1205 Northcliff Trace**  
**Roswell, GA 30076**

<Date>

<Last> Family  
<Address>  
Roswell, GA 30076

Dear <Last> Family,

The Architectural Control Committee (the “ACC”) recently sent you a reminder noting that you had one or more issues regarding your property’s compliance with Northcliff on the River’s Community-Wide Standards Guide (the “CWSG”). Unfortunately, upon our recent re-review of the community on \_\_\_\_\_, we observed that some or all of the issues with your lot have not been addressed.

As with our earlier letter, we have once again attached a list of issues on your lot that are a contravention of our CWSG. For your benefit, we may have added comments that we hope will be helpful.

Please correct any issues or contact us. Failure to do so will obligate us to initiate an enforcement action that will include an official notice setting forth the consequences of your failing to address these issues.

We would very much like to avoid moving to the enforcement stage and your neighbors will appreciate your efforts.

Of course, please email us at <[northcliffACC@gmail.com](mailto:northcliffACC@gmail.com)> if you have any questions, comments, or believe we have erred.

Thank you,

Architectural Controls Committee  
of the Board of Directors  
Northcliff Homes Association, Inc.

**Exhibit C**  
**First Official Notice**

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**Northcliff Homes Association, Inc.**  
**Architectural Controls Committee**  
**1205 Northcliff Trace**  
**Roswell, GA 30076**

**OFFICIAL NOTICE**

<Date>

<Last>

<Address>

Roswell, GA 30076

Dear <Last> Family,

The Architectural Control Committee (the “ACC”) previously sent you two letters noting issues with your property’s compliance with Northcliff on the River’s Community-Wide Standards Guide (the “CWSG”). Because our most recent review of the community on \_\_\_\_\_ indicates that the issue(s) has not been corrected and because we have not received a reply from you or the reply we received was unsatisfactory, we are now obligated to undertake official action.

Therefore, please be advised that this letter is an official notice that the Board of Directors (the “Board”) of the Northcliff Homes Association, Inc. (the “NHA”) has decided that the violations set forth below constitute violations of the CWSG and that failure to correct any violation subjects you to fines, penalties, and other actions:

**Violation**

*<state the issue>.*

**Corrective action required**

*<State the corrective action required>.*

**Fine, penalty, and other action for failure to take corrective action.**

- The fine is \_\_\_\_\_ DOLLARS AND 00 CENTS (\$\_\_\_\_.00) per month.

*<Repeat the above section for each individual violation.>*

**Additional information regarding fines.**

- Fines will be assessed thirty (30) days from the date of this Official Notice.
- Fines will be assessed for each month in which the violation exists for one day or more.
- Fines are payable on the last day of each month.
- Interest will accrue at a legally acceptable rate for failure to timely pay fines.
- A fine will continue to be assessed until you notify the Board that the violation has been corrected and the Board has verified such correction.

- The Board reserves the right to change the amount of a fine at any time and will provide you notice of any such change.

**Other actions that the Board has enacted.**

- The suspension of your right to vote on NHA matters.
- The suspension of your right to use the NHA recreational facilities or Common Property, including the pool and tennis courts.

**Other actions that the Board may enact.**

- The filing of a lien against your property.
- The filing of a lawsuit against you.
- The necessary correction of the violation(s) by the NHA, who has the right to do so at your sole cost and expense.

As Owner of the Lot, you have the right to appeal against the decision of the Board. To request an appeal hearing submit your request in writing by certified mail to the Board at the above address within ten (10) days of the date of this letter. Upon receipt of your request for an appeal hearing, the Board will schedule the date, time, and duration of a hearing at which you may present information on your behalf. The Board will determine the format and rules of conduct for the hearing and such rules may include, but are not limited to, determining the names of witnesses that will be permitted to attend all or part of the hearing. Minutes of the hearing will be taken down and made available. Failure to request a timely hearing will result in the loss of your right to challenge the decision of the Board, including any fines and penalties. Within 45 days of receipt of an appeal hearing, the Board will rule on your appeal and such ruling will be final and binding upon you. Any fines and penalties previously assessed shall be rescinded if the board rules in favor of your appeal.

The Board wishes to settle this matter in an amicable way and very much regrets having to issue this official notice as it is the least desirable approach to resolving these violations. Please contact us at <northcliffACC@gmail.com> so that we can avoid further unpleasantness.

Sincerely,

The Board of Directors  
Northcliff Homes Association, Inc.

**Exhibit D**  
**Second Official Notice**

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**Northcliff Homes Association, Inc.**  
**Architectural Controls Committee**  
**1205 Northcliff Trace**  
**Roswell, GA 30076**

**SECOND OFFICIAL NOTICE**

<Date>

<Last>

<Address>

Roswell, GA 30076

Dear <Last> Family,

The Board of Directors (the “Board”) of the Northcliff Homes Association, Inc. (the “NHA”) recently sent you an Official Notice (attached) setting forth issues with your property’s compliance with Northcliff on the River’s Community-Wide Standards Guide. You have not requested a hearing and the violation(s) noted in the Official Notice has not been resolved to the satisfaction of the Board.

Consequently, the fines set forth in the Official Notice will be posted to your account, interest will accrue at a legally acceptable rate for failure to timely pay the fines, and the NHA will place a lien on your property.

Sincerely,

<SIGNATURE>

<NAME>

Treasurer

Northcliff Homes Association, Inc.