THE HIGHLANDS AT PARK BRIDGE
COMMUNITY-WIDE STANDARDS
v. Oct. 2026

DEVELOPMENT PHILOSOPHY

The Highlands at Park Bridge's Declaration of Protective Covenants and Easements (the Declaration) and the attached Community Wide Standards have been designed and implemented to protect homeowners and to preserve the value of their property through standardization of design integrity and architectural quality within the neighborhood.

IMPORTANT THINGS TO REMEMBER

Declaration Protects Neighbors
All property owners and tenants are subject to the Declaration and Bylaws of the Highland Homeowners Association, Inc. (the Bylaws) and have agreed to comply with them. In turn, they rely on their neighbors' obligations to comply. Most problems can be resolved and unnecessary complications avoided by a thorough understanding of the Declaration, the Bylaws and these Standards. Compliance with the Declaration, the Bylaws and these Standards by all neighbors will permit the Highlands property owners and residents to enjoy living and raising their families in a pleasing environment and an attractive community with sustained property values.

The Appropriate Standard
Many different kinds of changes and additions to a property can be made. The ones described on the following pages are the most common, but not all are described. If a project is not included on the following pages, refer to the standard closest in concept to it and use that standard as a guide for preparing an application to the Architectural Review Committee (ARC).

Don't Copy Your Neighbors
When you consider altering or improving your property, do not rely on what your neighbors have done or said regarding their property. It may have been permitted under a prior standard, may not have been approved, or it may have been disapproved and require modification. Section 6.03 of the Declaration provides that even though the ARC may have previously approved plans, work, etc., it does not justify a waiver to withhold approval or consent to any similar proposals, plans or work.

Changes by Previous Owners
Purchasers of a previously occupied property are sometimes surprised and disturbed when they discover or receive notice that the previous owner made an unapproved alteration or addition, which has placed the new owner in violation of the Declaration. Any owners who find themselves in this situation should submit an application for approval of the improvements with an explanation of the circumstances. Purchasers of a previously owned property should research existing violations prior to their purchase of a property, as they may be held responsible to correct outstanding violations.

DESIGN AND REVIEW AUTHORITIES

The Declaration
A Declaration of Protective Covenants and Easements for The Highlands at Park Bridge is recorded in the land records of Fulton County and is legally binding upon the owners and their occupants, tenants, and guests in The Highlands. The Declaration establishes a homeowner association to administer and enforce the Declaration, and committees of homeowners to administer and enforce the Declaration, and committees of homeowners to adopt and enforce building and land use standards. Every improvement or change to property must be approved and comply with the Declaration and applicable standards adopted under the authority of the Declaration.

Architectural Review Committee (ARC)
Members of the ARC are authorized by the Declaration to adopt and enforce standards governing property use, maintenance requirements, improvements, additions, and modifications to property. The Board or the ARC reviews applications for modifications, improvements, or additions to properties in their community. The Board or the ARC monitors the neighborhood for compliance with the Declaration and these Standards.

PLAN APPROVAL

Approval in Advance

The Declaration provides that no exterior construction, alterations, additions, or erections of any nature may be commenced or placed upon the property without the prior written approval of the ARC. Exterior construction, alterations, additions or erections include, among other things, building additions, exterior remodeling, exterior painting (color changes or not), landscaping improvements (other than seasonal flowers), decks, paving, patio structures, lighting, swimming pools, spas and storage buildings.

APPLICATIONS

Required Information

The following items must be submitted to the ARC with each application for plan approval. Missing information may delay review of an application.

- ❑ A completed application.
- ❑ Property sketch or survey showing the location of all existing and proposed improvements clearly drawn. Depending on the nature of the proposal a survey may be required.
- ❑ Construction Plans. The drawings must be to scale and show how the improvement is integrated to the existing home.
- ❑ Sample Materials. Color sample or chips are required for all painting applications and product samples may be required for roofing, siding, or other materials.
- ❑ Grading Plan. The application must contain a statement from the owner of the owner's agent certifying that the proposed improvement will not affect existing surface water flows at the lot boundaries. If existing flows are being altered at the lot boundary, the application must include a description of the changes in surface water flow that will result from the proposed improvement, and a statement from a licensed engineer that the changes in surface water flow will not cause significant adverse impact on adjacent properties.

Hold Harmless

It is the duty of the owner and any contractor or consultant employed by the owner to determine that the proposed improvement is structurally, mechanically, and otherwise safe, and that it is designed and constructed in compliance with the Declaration, these standards, applicable governmental regulations, and sound practices.

Neither the Highlands Homeowners Association, its ARC, nor any officer, director, employee, or member thereof, shall be liable for damages or otherwise because of the approval or non-approval of any improvement, or because of any act or omission in connection with the construction of improvements on any lot. Each applicant for plan approval must execute a release of all such liability in a form acceptable to the ARC.

PLAN REVIEW

Application Deadlines

Applications for plan approval must be submitted a minimum of five (5) working days prior to the next regularly scheduled ARC meeting, which is scheduled for the second Tuesday of each month. Applications received after the deadline may be deferred until the next scheduled meeting.

Approvals

The approval process is intended to minimize hardship or undue delays, while preventing additions and modifications to property that would be costly to correct if done improperly or in violation of the Declaration or these standards. The Architectural Review Committee's' goal in the review process is not to tell the owner that changes cannot be made to property, but rather to assist in making the changes in a way which conforms to the character of the neighborhood and the natural beauty of the community.

- ❑ Standard Permit. All proposed improvements require a completed application form and ARC review for approval. Applications will be reviewed and acted upon at the next regularly scheduled meeting. Notice of

approval, conditional approval, or disapproval of each application will be returned to the Owner or applicant in person or by mail. Construction may proceed immediately following receipt of written approval.

- Automatic Approval. Every effort is made to review and act upon applications as soon as possible after they are received by the ARC. If a completed application accompanied by all supporting information has not been approved, conditionally approved or disapproved by the ARC within 60 days following receipt, it is automatically approved.

Variances
The Committee may grant variances to these standards when it can be demonstrated that strict compliance would create an undue hardship by depriving the owner of the reasonable utilization of the site, or where unusual circumstances or characteristics, which affect the site, make strict compliance impractical. No variance will be granted unless the general purposes and intent of the Declaration and standards are maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

INSPECTIONS

ARC Inspections
The Declaration gives the ARC the right at reasonable hours and upon reasonable notice to enter the property and make inspections to determine that the work is carried out in accordance with the Declaration, the approved plans, and these standards. Such inspections are for the sole and exclusive benefit of the ARC and no other person or entity is entitled to rely on the ARC inspections as any evidence of the safety of the improvements or their compliance with the Declaration, applicable laws, regulations, or these Standards.

Remedies
Additional enforcement rights exist under the Declaration. In addition to any other remedies provided in the Declaration, the Association has the right, after proper notice to the Owner, to go onto the property if a violation exists, fix or remove the violation, and collect any costs including reasonable attorneys fees actually incurred, from the Owner.

Contact Information
Any questions, concerns, or if you wish to report a violation should be directed to Julie Kiep of HMS at (770) 667-0595 or julie.a.kiep@hms-inc.net.

REQUIREMENTS FOR ALL IMPROVEMENTS

Access
If construction work requires access through adjacent property (e.g. an open space reserve, drainage easement, or vacant lot), written permission from the adjacent property owner and a pre-construction photo of the proposed access route must be included with the plan approval application.

Applicant's Lot
All improvements must be located entirely on the applicant's lot.

Architectural Compatibility
All improvements must be architecturally compatible. Architectural compatibility is an agreeable relationship with, and in some instances actual continuity of, architectural style, mass proportions, scale, materials, color, and design detail with existing and planned improvements on adjacent properties and in the neighborhood.

Building Setback Lines
All improvements (except for driveways and landscaping approved by the ARC) shall comply with applicable building setback requirements under applicable zoning laws.

Drainage
Georgia law requires that the Owner ensure that the placement of any improvement or landscaping does not halt or materially impede drainage flowing off of a neighboring tract, and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property owner(s).

Impact on Neighbors
All structures must be located so as to minimize impact on neighboring properties.

Neighborhood Character

Improvements must be consistent with and not adversely impact the neighborhood's existing character.
RESIDENT(S) IN VIOLATION OF THE ARCHITECTURAL AND USE REQUIREMENTS OUTLINED IN THE DECLARATION, BYLAWS OR ATTACHED STANDARDS ARE SUBJECT TO A FINE, OR FINES ACCORDING TO THE FOLLOWING SCHEDULE:

SCHEDULE OF FINES AND PENALTIES

FAILURE TO APPLY FOR ARC APPROVAL OF PROJECT $150.00

This violation does not receive a warning letter. The penalty is AUTOMATICALLY assessed.

First Notice/Letter

Any resident who is found to have a violation(s) will be notified by email if possible and US mail of the condition and will be given the opportunity (15 days) to correct the situation without incurring further penalties.

EXCEPTION: A penalty of $150.00 will be assessed for failure to obtain ARC approval before beginning a project that requires the submission of an ARC application form.

Second Notice/Letter

Failure to correct a violation or acknowledge with a written plan and definitive timeline within (15) days after the first notice is issued will be sent a second notice by email if possible and certified/registered US mail, stating that fines of $25.00 per day will begin if the violation has not been corrected within (15 days) of the second notice's issuance, and informing owner of hearing options.

Fines of $25.00 per day, plus legal and other association costs, will be levied by the Association if the violation is not resolved. The Association may also file a lien against the property for all fines and assessments. Violations that create a dangerous or hazardous condition as determined by the Board of Directors will begin at $150.00 for the violation.

Third Notice/Letter

Failure to correct a violation or acknowledge with a written plan and definitive timeline within (15) days after the second notice is issued will be sent a third notice by email if possible and certified/registered US mail from legal counsel. This notice will include fines to date plus all other associated costs assessed to the property owner.

Fines may increase to $50.00 per day plus legal and other association costs for regular violations. Fines for dangerous or hazardous violations may double upon any additional occurrence.

RIGHT OF ABATEMENT

When a resident has failed to respond to the notices of violation after the third notice the Board may exercise its Right of Abatement as provided for in the Declaration for The Highlands and can move forward to correct the cited condition at the cost of the homeowner.

FAILURE TO PAY ASSESSED FINES OR ABATEMENT EXPENSES COLLECTIONS/SUIT

If the assessed penalties are unpaid or the Association incurs ANY costs, including costs associated with exercising the Right of Abatement procedure, they may be sent to a Collection Agency.

At $700.00 fine level plus legal or other associated costs, a Suit may, at the sole discretion of the Board of Directors, be filed against the homeowner by the Association. All associated legal and other costs will be assessed against the homeowner.

FAILURE TO PAY ASSESSED FINES OR ABATEMENT EXPENSES PROPERTY LIEN

If the assessed penalties are unpaid or the Association incurs ANY costs, including costs associated with exercising the Right of Abatement procedure, a lien may be filed against the property.

DETACHED BUILDINGS *(Declaration, Article VI, Section 6.03)*

- Detached buildings must be approved by the ARC in writing prior to commencement of construction.
- A proposed detached building may include, but is not necessarily limited to the following structures: a utility or storage building, greenhouse, screened enclosure, cabana or gazebo.
- Utility buildings must not exceed 9' in height measured from the natural grade.
- Other detached buildings may not exceed 10' in height from the natural grade.
- Detached buildings must be located in the rear yard.
- The applicant must be the primary viewer of all detached buildings.
- Detached buildings may not extend beyond the platted building setback lines.
- Detached buildings (except screened enclosures) must be screened from view at ground level from adjacent property by a six-foot solid fence.
- No metal storage buildings are allowed.

AIR CONDITIONING UNITS *(Declaration, Article VI, Section 6.20)*

- No window air conditioning units may be installed, except as may be approved by the ARC in writing.

DOG HOUSE, KENNELS AND RUNS *(Declaration, Article VI, Section 6.03)*

- All dog houses, kennels, runs and other enclosures must be approved by the ARC in writing prior to commencement of construction and located in the rear yard.
- No chain link fences for dog runs or other enclosures for animals will be permitted.

DRIVEWAYS, DECKS AND PAVING *(Declaration, Article VI, Section 6.03)*

- All decks, patios, walkways or improvements or modifications thereto must be approved in writing by the ARC prior to commencement of construction.
- Decks, patios and walkways may not extend beyond platted building setback line except where a walkway extends from the dwelling to the street or drive.
- Elevated decks (30" or higher) must be designed and located to minimize the visual impact on adjacent properties.
- Plans and specifications submitted for decks must address any potential drainage problems. Drainage beneath a deck must be provided for prior to construction so that water is not trapped under the deck.
- Driveways, sidewalks and patios must be concrete. In some cases, other materials will be considered if architecturally compatible with the existing home.
- Decks must be weather and insect resistant and natural in color.
- No asphalt paving is permitted.

FENCES *(Declaration, Article VI, Section 6.18)*

- All fencing must be approved by the ARC in writing prior to the commencement of construction.
- Staking by all utility companies is encouraged prior to construction.
- It is the owner's responsibility to obtain any permits, which may be required by the city or county.
- Fencing within drainage, sanitary sewer or water line easements must be approved by the county in addition to the ARC.

- Fencing that is stained or finished on only one side must be constructed with the stained/finished side facing outward from the lot and toward the adjacent street or lot. The unfinished side of the fence must not be visible from any street or neighboring lot.
- The maximum fence height is 6'.
- Absent the written agreement of the neighboring property owner, all portions of the fence must be on the owner's property line or lot.
- Wood fences must be constructed of treated wood post and allowed to weather naturally. Any stain that substantially alters the original or weathered color of the wood must be approved.
- Fencing on the rear or side property lines of certain lots which adjoin a street right-of-way or open space may be restricted by the standards to a single design in the interest of overall architectural street continuity.
- No chain link fencing is allowed.
- Fencing must originate no further forward than the rear corner of a residence. Exceptions to this will be considered on a case-by-case basis.

LANDSCAPING, YARD STRUCTURES AND TREE REMOVAL *(Declaration, Article VI, Sections 6.03, 6.12, 6.13, 6.14, 6.15, 6.27)*

- The ARC must approve all alterations or additions to the existing landscaping on a property, including vegetable gardens, with the exception of seasonal color.
- The property owner must ensure that the placement of any improvement or landscaping does not halt or materially impede drainage flowing off of a neighboring tract, and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring lot.
- Permanent underground irrigation systems do not require approval, but it is the owner's responsibility to make sure the system does not encroach upon any neighboring lot. Temporary sprinklers must not be left in the same position for more than 48 hours.
- Yard structures such as statuary, arbors, trellises, benches, fountains, flags and similar items must be in good taste and compatible with and appropriate in scale, color and mass to the architectural character of the dwelling and the neighborhood. All must receive prior approval of the ARC.
- Barbecue grills are not permitted in the front or side yards.
- Woodpiles must be located or screened so as to be concealed from view of neighboring streets and property.
- Garbage cans and recycle bins must be stored in the garage or in an area that is not visible from the street or neighboring homes within 24 hours of the pickup date/time. Yard/landscape waste must not be placed in the street for pickup more than seven (7) days in advance.
- Seasonal decorations may be displayed for a period not to exceed 6 weeks.
- No trees larger than 6" in diameter measured 12" above the natural grade and no flowering trees shall be removed without the prior written consent of the ARC. Removal of damaged trees, which present an immediate hazard to the home or homeowner occupants, shall not require prior written approval of the ARC (i.e. storm damage).
- Edging for flowerbeds should be limited to natural materials and natural or earth tone in color. Edging should not exceed 6" above the natural grade.
- No exterior clotheslines of any type shall be permitted upon any lot.
- No artificial vegetation shall be permitted on the exterior of any property.

LIGHTING *(Declaration, Article VI, Section 6.21)*

- Except as may be approved in writing by the ARC, exterior lighting visible from the street shall not be permitted except for: 1) Approved lighting as originally installed on a lot, 2) Street lights in conformity with an established street lighting program for the community, 3) Seasonal decorative lights at holidays.
- Decorative post lights must be an integral and compatible part of the architecture of the dwelling.
- No lighting fixture may create glare or a level of illumination that is offensive or inappropriate when viewed from adjacent property. Lights mounted on buildings, pole or trees to provide general lot illumination must be

mounted in fixtures, which shield visibility of the lamp from the street or adjacent property and direct the illumination upward or downward.

- Gaslights are acceptable for exterior applications if they do not exceed 8′ above natural grade.
- No colored lights are allowed except as seasonal decorations.
- Seasonal decorative lighting may be displayed for a period not to exceed six weeks.

PLAY STRUCTURES *(Declaration, Article VI, Section 6.25)*

- No recreational or play equipment may be placed on or constructed in the front or side yard of any lot without prior approval of the ARC. In addition all recreational or play equipment must comply with the following:
- Basketball goals in the front yard must be mounted on freestanding poles on the side of the driveway and at least 20 feet from the street pavement edge.
- Freestanding basketball goals, including portable goals, must be located at least 20 feet from the pavement edge. Basketball goals may not be placed on a side yard.
- Permanent basketball goals are not permitted to be placed or used in any street
- Play structures must be located so that the applicant is the primary viewer.
- Permanent play equipment should be natural materials and muted earth tone colors.
- Play structures must be no more than 12′ in height above natural grade.
- Skateboard ramps may not be permanently affixed to the ground and must be stored where not visible from streets or adjacent property when not in use.
- Trampolines must be in the backyard and screened from view of neighboring streets.
- Play equipment must be stored out of sight of other homeowners when not in use.

SIGNS AND FLAGS *(Declaration, Article VI, Sections 6.04 and 6.22)*

- No sign shall be placed or erected on any lot with the exceptions of the following:
    - Political signs are allowed one (4) weeks prior to an election and must be removed one (1) day following the election.
    - One "For Sale" or "For Rent" sign is allowed to be installed per property.
    - Yard sale (see USE OF LOT below) and baby announcement signs.
- Signs must be consistent with community standards. Under no circumstances may any sign be installed on common property including the entrances to the community.
- All exterior decorative flags must be a maximum of 4 feet by 6 feet and require prior approval of the ARC.

ANTENNAE AND SATELLITE DISH ANTENNAE *(Declaration, Article VI, Section 6.11)*

- Satellite dishes must be less than one meter in diameter and, of such a color to blend to the greatest possible degree with the area of installation and be as unobtrusive as possible.
- Satellite dishes must not be installed any further forward than the rear corner of the house. Exceptions may be granted due to location and line of site.

SWIMMING POOLS, HOT TUBS AND SPAS *(Declaration, Article VI, Section 6.24)*

- No above ground pools permitted.
- Prior written approval of plans and specifications, and inspections is required for all swimming pool, hot tub and spa installations. Owner is required to obtain all permits from the county or city and provide a copy to the ARC before final approval will be given.
- All swimming pools, hot tubs and spas must be provided with a security barrier (fencing), which complies with county codes. Application for such fencing must be submitted with the application for approval for the pool or spa.

MAILBOXES *(Declaration, Article VI, Section 6.26)*

- All mailboxes must be of a similar style installed initially by the original homebuilder and approved by the ARC. The ARC must approve replacement mailboxes in writing in advance.

USE OF LOT *(Declaration, Article VI, Sections 6.01, 6.02 and 6.07)*

- All lots in Highlands at Park Bridge shall be used exclusively for residential purposes.
- Leasing or renting a residential building shall not be a violation of the Declarations or these standards as long as the lease is for not less than the entire building, is solely for residential purposes, is for a term of at least six (6) months, and is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board. All leases shall be required to be in writing, and prior to the commencement of any such lease, the owner shall provide the Secretary of the Association with a copy of such lease.
- Leases shall require that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, Rules and Regulations of the Association. The lease shall obligate the tenant to comply with the foregoing, and shall provide that in the event all noncompliance the Owner may evict the tenant.
- Garage and yard sales are permitted. Signs advertising the sale may be installed the day of the sale and must be removed by midnight the same day.

HOME MAINTENANCE *(Declaration, Article V, Section 5.02)*

- Each owner shall maintain his or her lot and all structures, landscaping and other improvements thereon in a safe, clean and attractive manner which is consistent with the Community standard, the Declaration, the Standards and all Rules and Regulations of the Association.
- Such maintenance shall include: removal of litter, trash, refuse and waste, lawn mowing and edging of all sidewalks and curbs on a regular basis, tree and shrub pruning, weeding and watering of landscaped areas, removal of grass clippings, keeping all exterior construction in good repair. If it is determined by ARC that said maintenance is not performed in a manner consistent with the community standard, the Owner will be given ten days written notice to perform needed maintenance. After ten days, the Association may provide such maintenance at the owners expense and all costs thereof shall be treated as a specific assessment against the property and shall become a lien against the lot.

PETS *(Declaration, Article VI, Section 6.08)*

- No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the property. Generally recognized house pets such as cats and dogs may be kept by Owners in a reasonable number, as determined by the Board, provided that such pet or pets are kept or maintained solely as a domestic pet.
- No pet shall be allowed to make an unreasonable amount of noise or become a nuisance, at the discretion of the Board.
- Pets shall be on a leash at all times when walked or exercised in any portion of the community.
- No pet shall be permitted to leave its waste on any portion of the Common Property and the Owner of such pet shall immediately remove the same.
- All pets shall be registered, licensed and inoculated as required by law.

VEHICLES, TRAILERS AND BOATS *(Declaration, Article VI, Section 6.05)*

- The term "vehicle" shall include, without limitation, motor homes, boats, trailers, motorcylces, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.
- Trailers, recreational vehicles, mobile homes and boats may not be stored or habitually parked on any lot. Habitually parked means parked without movement for 24 hours or more. Periodic movement of the vehicle for the purpose of circumventing this requirement does not comply with this standard.
- All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available.

- Trailers, recreational vehicles, mobile homes and boats may be stored in a garage providing that such storage does not result in the displaced automobile(s) being parked outside the boundary of the lot. Also, garages shall not be used for storage or otherwise so that garage space becomes unavailable for parking cars.
- No vehicle may be parked along any street for a period longer than 24 hours. After such 24-hour period, such vehicle shall be considered a nuisance and may be removed from the Community, at the expense of the owner of such vehicle. Notice will be given prior to towing.