

Centennial Commons



Design Standards and Rules & Regulations

Updated: May, 2021

Introduction

In order to ensure a friendly, efficient and well-maintained community, Centennial Commons has a Homeowners Association, a Board of Directors, a “Declaration of Covenants, Conditions, Restrictions and Easements”; Bylaws and an Architectural Control Committee with a set of Design Standards and Rules & Regulations. Our governing documents bind us all and each Owner is responsible for knowing the content of these documents.

The Centennial Commons Board of Directors (“the Board”) and Architectural Control Committee (“ACC”) will make every effort to be fair, consistent and objective in the enforcement of the Covenants and the Design Standards and Rules & Regulations. The complete Declaration of Covenants is available on our community website, www.centennialcommonshoa.org.

Objectives of the Homeowners Association and the Board of Directors

The primary objectives of the Homeowners Association are 1) to protect the property value of all homes by ensuring that the Common Property is maintained, 2) to ensure that all owners maintain their properties and conduct their behavior in compliance with the governing documents and 3) to ensure that the Association is financially sound at all times. The Common Property includes the pool, clubhouse, playground, tennis courts, basketball court and landscaping at the entrance and various green spaces throughout the community. These must all be maintained in order to protect the property values in the neighborhood. Funds must be accrued to cover all the maintenance, repair and operating costs of the Common Property.

Relationship between the Covenants and the Design Standards and Rules & Regulations

The Design Standards expound upon the guidelines that are listed in the Covenants for installation, construction and alteration of any structure on any lot, which if there is a conflict, the Covenants shall prevail. Additionally, should a conflict exist between the Design Standards or the Covenants, and the Georgia Non-Profit Corporation Code, the Georgia Non-Profit Corporation Code shall prevail.

Rules & Regulations are additional guidelines for behavior of Owners and their guests. If a conflict exists between the Rules & Regulations and the Covenants, the Covenants shall prevail. If a conflict exists between the Rules & Regulations and Cobb County Ordinances, Cobb County Ordinances shall prevail.

Architectural Controls (Covenants; Article VII and VIII)

The ACC is responsible for the review and approval of any proposed installation, construction or alteration of any structure or lot. The ACC is appointed by and reports to the Board. All plans shall be submitted to the ACC for approval as to whether the proposal conforms to the external design and general quality within the existing standards of the Community and with the standards of the individual property. (Covenants; Section 7.2)

The homeowner is responsible for the general upkeep and maintenance of any structures, patio, driveway, landscaping and fences upon his lot. This includes their overall cleanliness; annual pressure washing is recommended. ACC approval is required prior to the installation of any roof, doors, windows, siding, patio, fences, etc. Note; all roofs within Centennial Commons are within the same general color pallet and must remain so. Approved color choices can be found on the Architectural Modification Request Form. Exterior colors can be changed with prior approval of the ACC provided they are in keeping with colors already used throughout the community.

Seasonal plantings in your flowerbeds and holiday decorations are encouraged and do not require ACC approval. They must be maintained by the homeowner and removed within fourteen (14) days of the end of the season or holiday.

Architectural Control Modification Request Procedure

1. Definition of a Modification

Any alteration or change of any kind to the exterior of your home or lot requires prior approval of the ACC. Modifications requiring approval shall include, but are not limited to the alteration, addition or deletion of one or more of the following:

- a. structure including roof, doors and windows
- b. exterior paint, siding, shingles, colors and lighting
- c. removal or replacement trees and sod
- d. fences, sidewalks, patios and driveways
- e. hot tubs and ponds
- f. storage sheds and green houses
- g. antennae and satellite dishes

Any project that is commenced or completed without prior approval by the ACC may be removed by the HOA and the cost assessed to the homeowner.

2. Architectural Modification Request Form

An Architectural Control Modification Request Form must be completed and delivered to the property management company or the Board, who shall then submit it to the ACC for their review. No modifications shall be deemed approved until such approval is received by the owner in writing. A valid request should include drawings, pictures, sizes, colors, materials or any other

descriptive information that is necessary for the committee to conduct the review. The ACC shall take action within twenty (20) days of the receipt of the form, plans & specifications. It is the homeowner's responsibility to contact the property management company if they have not received a response within thirty (30) days. Failure of the ACC to act within forty-five (45) days shall be deemed as approval. Forms are available on our community website, www.centennialcommonshoa.org.

3. Commencement and Completion of Approved Project

Whenever possible, approved projects should be completed within ninety (90) days following receipt of approval by the ACC but in no instance should the projects completion be more than twelve (12) months following approval by the ACC.

4. Appeal

If the ACC disapproves a modification request, the homeowner has fourteen (14) days to submit a written appeal to the Board. The Board then has thirty (30) days to consider the appeal and make their decision. (Covenants; Section 7.3)

5. Limitation of Liability

Review and approval of any modification request may be made on any basis, including solely on the basis of aesthetics. Neither the HOA, the Board nor the ACC shall be held liable for ensuring the design, quality, structural integrity or soundness of any project or for ensuring compliance with building codes, zoning regulations and other government requirements. (Covenants; Section 7.4)

6. Enforcement

Any construction alterations or other work done in violation of the Covenants, the Bylaws, the Design Standards or any applicable zoning regulations shall be deemed to be nonconforming. The Board will provide the Owner with written notice and require the nonconforming issue(s) be corrected within thirty (30) days at the owner's expense. (Covenants; Section 7.6)

Use and Restrictions (Covenants; Article VIII)

All owners should carefully review Article VIII of the Covenants which addresses all of the conditions and restrictions relating to external design standards for Centennial Commons. A summary of a few of these follows:

1. Exterior Colors

All roofs are within the same general color pallet and must remain so. Approved color choices can be found on the Architectural Modification Request Form. Shutter and siding materials and exterior colors can be changed with prior approval of the ACC provided they are in keeping with colors already used throughout the community.

2. Landscaping & Tree Removal (Covenants; Sections 8.19 & 8.20)

The HOA shall be responsible for mowing, edging, weed control and fertilizing of the front lawns as well as replenishing the pine straw in the front beds semi-annually.

Except for responsibility for maintenance otherwise assumed by the HOA, all landscaping and landscaping improvements shall be the responsibility of the Owner. Trees in both the front and back yards, in excess of six inches in diameter and two feet above ground shall not be intentionally removed or destroyed without prior approval in writing by the ACC. If trees are removed in front yards all stumps must be ground down and replaced with sod or approved plants.

All trimming of trees should be removed from the property.

Replacement of the front lawn grass must be Bermuda grass. Any modifications of the front grass areas must be approved by the ACC.

Lot boundaries do not end at the back fence, but include all land recorded on the plat filed with the Clerk of the Superior Court, Cobb County. The owner is responsible for maintaining that area beyond the back fence which is part of the Owners lot

3. Fences (Covenants; Section 8.5)

White polyurethane and wooden privacy fences are the acceptable standard. All fence installations must be approved by the ACC. It is the sole responsibility of the homeowner for the maintenance, repair or replacement of the fences within their property.

4. Additional Structures (Covenants; Section 8.26)

A detached additional structure may be placed on any lot with the approval of the ACC. As much as possible, the structure needs to be at the rear of the property, not visible from the front and be of a construction, shade or color to best match the dwelling and community standards.

5. Signs

Only "For Sale" signs may be posted on any lot. A temporary "Open House" sign may be posted at the Community entrance on the day of the actual event but must be removed at the conclusion of the event. Any other sign must be approved by the Board. "For Rent" and "For Lease" signs are prohibited in the subdivision.

6. Garbage & Recycle Cans

Garbage cans can only be out for a 12-hour period before and after pick-up time and must be put away the day of pick-up out of sight of your neighbors. The side of your house is acceptable if it is pushed against the house and placed behind a bush so it's less visible.

7. Mailboxes & Lamp Posts

Mailboxes and Lamp Posts shall be maintained by the Owner. Their appearance must be consistent with others in the community.

8. Pools

Above ground and in ground swimming pools may not be installed on any lot. All hot tubs and spas must be approved by the ACC. Temporary baby pools of 18 inches depth or less and "Slip & Slides" may be erected in the rear of the lot on a seasonal basis.

9. Unsightly or Unkempt Conditions (Covenants; Section 8.14)

The pursuit of hobbies or other activities tending to cause unsightly, or unkempt conditions, shall not be undertaken on any part of the Property, including, without limitation, major assembly and disassembly of motor vehicles or other mechanical devices. Assembly and disassembly of motor vehicles and other mechanical devices for routine and regular maintenance and repairs will be allowed, but all disassembly and assemble must be completed and cleaned up in twenty-four (24) hours.

10. Exterior Sculpture

Statuary of concrete, plastic or other No material shall be placed or erected from the rear of the home to the front of the lot. Any exterior sculpture, birdbaths, fountains, flags or other items must be approved by the ACC.

No Statuary of concrete, plastic or other material shall be placed or erected in front of homes.

Rules and Regulations

Residential Use (Covenants; Section 8.1) - Each lot shall be used for residential purposes only and no trade or business of any kind may be conducted in or from a Lot or any part of the Community.

- An owner may conduct ancillary business activities within the dwelling so long as:
(1) the existence or operation of the business is not apparent; (2) the business activity does not involve visitations by employees, clients, customers or suppliers
(3) the business activity meets zoning requirements; (4) the business activity does not increase traffic in the Community; (5) does not increase insurance premiums paid by the Community; (6) is consistent with the residential character of the Community; (7) does not create a nuisance or hazardous conditions or threatens the security or safety of other residents.

Vehicles and Parking (Covenants; Section 8.3) - Vehicles may only be parked in garages and driveways. Vehicles shall not be parked on any lawn, yard or street. Disabled and unlicensed vehicles must be parked in the garage or are not permitted in the Community.

Large commercial vehicles are not permitted within the Community except when on premises to conduct a brief business transaction such as moving, delivery and trash pick-up.

Fireworks - The use of fireworks on the Common Property is prohibited.

Weapons – The term “weapon” includes without limitation. B-B Guns, Pellet Guns, Sling shots. Carrying, storing or using weapons on Common Property is Prohibited.

- . Shots, Bows, Firearms and other similar devices and knives not commonly considered a kitchen utensil.

Animals and Pets - All pets must be kept on a leash when walked outside the fenced areas of a lot. Pet owners are responsible for cleanup when walking their pets. Any animal which constitutes a nuisance or unsanitary condition shall not be kept on any lot.

Recreation Vehicles and Trailers (Covenants; Section 8.3) - Mobile home, recreational vehicle, camper, boat, trailer or similar equipment shall not be permitted on any lot on a permanent basis.

Nuisance & Noise (Covenants; Section 8.10) – Loud, prolonged, noxious, destructive, offensive or unsanitary activity shall not be carried on within the Community.

Clubhouse, Fitness Room, Swimming Pool, Playground, Basketball Court and Tennis Courts:

- Any homeowner who is delinquent in their HOA Dues will be denied access to these amenities until they have corrected this condition.
- Homeowners shall use their own swipe card to gain entrance to the community amenities.
 - Do not share or lend your access card.
 - Do not allow others to enter with you if they are not your family member or guest.
- Homeowners are asked not to prop open any gates or doors as this could lead to unsafe conditions.
- No pets are allowed within these amenities.
- No Smoking within any structure or fenced area. If you smoke in the parking lot, please do not discard your butts in the pine as this greatly increases the risk of fire.
- No glass within fenced pool area.
- The consumption of alcoholic beverages is discouraged on any community common property. Homeowners or their guests, who are thought to be inebriated, may be asked to leave; the police will be called if necessary.
- Homeowners will be liable for damages caused by themselves, their children or their guests.
- Pool Area:
 - Homeowners may have no more than four (4) guests per household in the pool area. Guests are not permitted if the homeowner isn't present.
 - Children under 14 years of age must be accompanied by an adult (18 years or older) at all times.
 - Children 14 to 17 years old may use the pool without adult supervision and are limited to two (2) guests at a time.
 - Children who are not potty trained must wear swim diapers. Children wearing non-swim diapers are not permitted inside the fenced pool area.
- **Fitness Center**
 - You must be at least 15 years of age to enter the fitness center.
One guest per household.
Guests must be at least 15 years of age and accompanied by a homeowner.