

WARREN CREEK HOA - ACC STANDARDS

The following are the Warren Creek Homeowners Association Architectural Control Committee (ACC) community standards. These standards were developed to maintain property values and to preserve the architectural appearance of the neighborhood in accordance with **Article II, section 1 through section 2 (pages 4 & 5) of the Warren Creek Subdivision Covenants**.

Arbors/Trellises/Etc

Arbors, trellises, and the like are permitted but their location must be approved by the ACC.

Basketball goals, recreational/playground equipment, swing sets, etc.

In accordance with the covenants, all basketball goals, recreational/playground equipment, swing sets, etc. must be approved in writing by the ACC prior to installation. Portable/roll-a-way basketball goals must be stored out of site when not in use. Basketball goals may not be placed in or next to the street at any time. [Ref. Article VIII, Section 8 – page 15 of the covenants]

Birdbaths, figurines, etc

No birdbaths, figurines, statues, fountains, etc will be permitted in the front of a home without written approval by the ACC

Clutter

Excessive personal effects in the front of the house and yard shall be avoided.

Fences

In accordance with the covenants, all fences must be approved in writing by the ACC prior to installation. Please provide detailed plans regarding materials, appearance, and placement to the ACC. [Ref. Article VIII, Section 6 – page 14 of the covenants]

Garbage Cans

Garbage cans shall be screened by adequate planting or fencing so as to conceal them from view from the street as best as possible. Garbage cans may not be stored in a drive way (beyond the scheduled trash pick up day) or in front of a garage.

Hoses and Garden Equipment

Garden hoses and gardening equipment should be concealed out of view from the street

Landscape Islands

Islands may be covered with pine straw or mulch only (no white rocks). Cover materials in islands and flowerbeds shall be refreshed as needed. Island flowerbeds and driveways are to be kept debris free. Debris include, but is not limited to, grass clippings, leaves, weeds, and trash.

Landscaping

Major landscaping projects should be submitted to the ACC for approval. Please note: this does not include seasonal planting of flowers.

Lawns

Lawns shall be maintained and edged regularly. Please note: the strip of grass between the street curb and sidewalk in front of a home is the responsibility of the home owner to maintain.

If you have lawn maintenance questions/concerns, please contact the ACC.

Maintenance

Each home owner shall keep and maintain each lot and structure owned by him, as well as all landscaping, in good condition and repair, including, but not limited to:

1. The repairing and painting (or other appropriate external care, including pressure washing to remove mildew) of all structures;
2. The seeding, watering, and mowing of all lawns; and
3. The pruning and trimming of all trees, hedges, and shrubbery so that the same are not obstructive of a view by the motorist or pedestrians of street traffic;

The maintenance required shall also extend from the boundary of a lot to the curb.

Painting

If you plan to change the exterior color of your home from the existing color, you must receive written approval from the ACC.

Parking

1. No motor vehicles or recreational vehicles/equipment may be parked on the grass at any time.
2. No motor vehicles, recreation equipment, trailers, motor homes, campers, etc. may be parked in the pool parking lot for more than 48 hours. If extended time is needed, please contact the HOA or ACC for approval.
3. Recreational vehicles, trailers, campers, trucks (except pickups and vans), watercraft, travel buses or any such equipment are not permitted on any lot for a period of time in excess of forty-eight (48) hours. [Article VIII, Section 7 – page 15 of the covenants]
4. No inoperative vehicle shall be parked on any lot for any period of time in excess of fourteen (14) days. [Article VIII, Section 7 – page 15 of the covenants]
5. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility. [Article VIII, Section 7 – page 15 of the covenants]
6. Special Note: The City of Powder Springs has an ordinance in place regarding street parking. Leaving vehicles parked on neighborhood streets on a regular or extended basis could result in a parking violation. This does not include temporary parking by visitors for special events.

Pets

All pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors unless in an approved containment area. Feces left upon any common grounds or any lot by pets must be removed by the owner of the pet or the person responsible for the pet.

Pools & Spa Equipment

In accordance with the covenants, plans for proposed swimming pools, hot tubs, surrounding decks, fencing, and screen must be submitted for approval before any clearing, grading, or construction is commenced. Above ground pools are strictly prohibited.

Prefabricated Structures

Prefabricated factory built sheds/storage buildings shall not be permitted within the development. Per the covenants, any detached accessory structure must match the housing materials exactly (i.e. siding, trim, roof, door, etc) and must receive ACC approval. [Ref. Article VIII, Section 9 – page 15 of the covenants]

Signs

No signs are permitted on any lot for those required for legal proceedings, for sale, for rent, or directional signs for vehicle or pedestrian safety. [Ref. Article VIII, section 5 – page 14 of the covenants] Temporary signage outside of those permitted in the covenants must be approved by the ACC.

Special note: If you plan to have a yard sale, you need to have a permit for signage from the City of Powder Springs.

Notices and Penalties for non-compliance with Covenants and Standards

The following is a list of procedures that will be followed when a homeowner is in violation of the covenants.

1st Notice

Homeowner will be notified in writing regarding non-compliance with the covenants and standards and will have ten (10) days from the postmarked date of the letter to correct the problem or to supply notice to the ACC as to when the violation will be corrected, provide an explanation for why the violation cannot be corrected immediately (i.e. extenuating circumstances) or to contest the notice to the ACC. The first notice is meant as a friendly neighborhood reminder to simply ask our neighbors for attention in an area of concern. We ask that if you receive one, you accept it as a reminder.

2nd Notice

Homeowner will be notified by certified mail regarding non-compliance with the Covenants and will have ten (10) days from receipt of the letter to correct the problem or to supply notice to the ACC as to when the violation will be corrected, provide an explanation for why the violation cannot be corrected immediately (i.e. extenuating circumstances) or to contest the notice to the ACC. Once again, the homeowner is given an additional reminder to address an area of concern.

Violation

Beginning on the eleventh (11th) day following the 2nd notice, the homeowner will be deemed in violation of the covenants and/or standards and will be assessed a penalty of twenty-five (\$25.00) PER DAY until said violation is corrected. Beginning on the twentieth (20th) day, **pursuant to Article IX, Section 1(b), of the Warren Creek Subdivision Covenants**, the ACC shall have the right of abatement. This means that the ACC, through its agents and employees, shall have the right to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such actions specified in the notices to the Owner to remove or repair the violation, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. The cost of the abatement may be assessed to the homeowner.

ACC Statement

It is the sincerest hope of the ACC and HOA board that no 2nd Notices or Violations will ever have to be sent or assessed. There is no reason for any violation of the covenants to ever reach these two (2) levels when everyone should have the same goal – to keep the integrity, beauty and safety of the Warren Creek neighborhood intact.