



LEGACY PARK COMMUNITY ASSOCIATION, INC.

**DESIGN STANDARDS,
COMMUNITY RULES, REGULATIONS, AND
POLICIES**

2026 Comprehensive Revision

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Mission Statement

STRATEGIC MISSION, PURPOSE & COMMUNITY FRAMEWORK Strategic Mission Statement

Adopted January 26, 2021

The strategic mission of the Association is to align leadership vision by directing resources and decisions toward the following shared goals:

Protect the integrity of Legacy Park and ensure the collective rights and interests of all homeowners are respected and preserved.

Ensure accelerating property values by driving the community toward excellence.

Utilize best practices with absolute integrity, informed by real-world experience and community goals.

Control costs and develop efficient processes, tools, and teams to ensure prudent use of Association assets.

Enhance the appeal of Legacy Park through well-maintained landscaping, green spaces, walking trails, and amenities.

Strengthen resident satisfaction through consistent, transparent communication, active listening, and responsiveness to homeowner feedback.

Increase homeowner participation through openness, trust-building, conflict reduction, and expanded opportunities for involvement.

Maintain modern technology systems to provide quality service and easily accessible information.

Foster a partnership between management staff and homeowners to support community well-being, inclusivity, peace of mind in homeownership, and overall community excellence.

I. INTRODUCTION

1. Community Description

Legacy Park is a distinctive master-planned community designed with intentionality and care to support a high quality of life and a strong sense of place. The community blends natural features, traditional architectural styles, and a “hometown” character that reflects classic American design traditions.

Architectural styles throughout Legacy Park emphasize materials such as wood, stone, and brick, reinforcing a cohesive and timeless aesthetic. Site planning was carefully considered to preserve trees, enhance views, and maintain harmonious streetscapes. Driveway and garage placement was designed to emphasize architectural character rather than vehicle storage.

Landscape design throughout the community promotes continuity between individual lots and reinforces the overall visual cohesion of the neighborhood.

2. Purpose of Design Standards

The Declaration of Covenants, Conditions, and Restrictions for Legacy Park (“Declaration”) authorizes the Board to establish an Architectural Review Committee (“ARC”) and provides for the legal basis for its operation.

However, to provide greater guidance and flexibility to homeowners who wish to make improvements to their Units, the Board of Directors (“Board”) and the ARC have formulated these Design Standards (“Standards”). The Standards provide greater guidance and flexibility to homeowners who wish to make improvements to their Units.

The Standards are designed to preserve and enhance the aesthetic integrity of the community, maintain consistent architectural and landscape character, establish clear expectations for property improvements and maintenance, and provide a fair and uniform review process for proposed modifications.

Please note, however, that these Standards are not an all-inclusive list and generally apply to the more common improvements and exterior modifications to Units. Additionally, because each Unit in Legacy Park is unique, certain improvements or modifications suitable for one Unit may be inappropriate for another Unit.

All homeowners and occupants should remember that, unless otherwise expressly permitted by the Declaration, homeowners must FIRST request approval before beginning any exterior improvements or modifications.

If any local ordinance, building code, or government regulation imposes a more restrictive requirement than these Design Standards, the stricter requirement shall govern. If a government standard is less restrictive, these Design Standards shall govern.

3. Authority and Binding Nature of Standards

These Standards have been adopted pursuant to the authority granted to the ARC in Article XI, Section 11.2 of the Declaration and approved by the Association’s Board of Directors. The requirements of these Standards shall be in addition to and not in lieu of requirements and provisions in the Declaration.

All Owners and occupants in Legacy Park are legally bound by the Design Standards and acknowledge and agree to comply with them. Any exterior modification, alteration, change, or improvement to a Unit within Legacy Park is subject to review and approval through the ARC process.

4. Definitions

“ARC” shall refer to the Architectural Review Committee.

“Association” or “HOA” shall refer to Legacy Park Community Association, Inc.

“Association’s Governing Documents” shall refer to the Association’s Declaration, By-Laws, the Standards, and all rules, regulations, and policies in effect.

“Board of Directors” or “Board” shall refer to the Association’s Board of Directors.

“By-Laws” shall refer to the By-laws of Legacy Park Community Association, Inc., as amended.

“Community” or “Legacy Park” or “LP” shall refer to the Legacy Park development and all Units and Common Property located therein.

“Community-Wide Standard” shall refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Community and may be more specifically determined by the Board or the ARC.

“Declaration” shall refer to Declaration of Covenants, Conditions, and Restrictions for Legacy Park, as amended.

“Occupant” shall refer to any person that regularly occupies or resides at a Unit but is not an Owner as defined in the Declaration.

“Owner” or “Homeowner” shall refer to one or more Persons who hold the record title to any Unit but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

“Resident” shall refer to the Owner, Homeowners, or Occupants of a Unit within the Community.

“Standards” shall refer to these Design Standards or Design Guidelines as defined in the Declaration.

“Unit” shall refer to a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use and occupancy as an attached or detached residence for a single family. Unit is the equivalent to an Owner’s lot within Legacy Park.

Any capitalized term not defined herein shall have the same definition as provided for in Article I of the Declaration.

II. GOVERNANCE & COMMITTEES

1. Authority of Board of Directors

The Association is governed by a Board of Directors in accordance with the Declaration, as amended, and the By-laws of Legacy Park Community Association, Inc. ("By-Laws").

The Board's responsibilities include, but are not limited to, the following:

- Interpreting and enforcing the Declaration, By-Laws, Standards, and Rules and Regulations
- Adopting, amending, and publishing Standards and community rules
- Overseeing the Architectural Review Committee (ARC)
- Appointing and overseeing the Covenant Committee
- Establishing enforcement procedures, fines, and other sanctions
- Managing and protecting the Association's assets, amenities, and common property
- Ensuring the community-wide standard is maintained

The Board may modify the Association's Standards, Rules, and Regulations in accordance with the Declaration and By-Laws.

2. Architectural Review Committee (ARC)

A. Purpose and Scope

The ARC was created and authorized by the Board to oversee exterior modifications, additions, and alterations to any Unit in Legacy Park. The ARC plays a critical role in maintaining the architectural integrity, aesthetic consistency, and overall appearance of the Community. The ARC shall be the judge of a modification request and may withhold approval in its sole discretion, including based on purely aesthetic considerations.

B. Committee Composition

The ARC members may be appointed by and serve at the discretion of the Board. Members of the ARC are not required to be members of the Association and may include, but are not limited to, individuals with architectural, engineering, or related professional experience. Any compensation for ARC members shall be established and approved solely by the Board.

C. Committee Responsibilities

The ARC's responsibilities include, but are not limited to:

- Reviewing modification requests, plans, drawings, material samples, and specifications
- Ensuring proposed modifications conform to the Declaration, these Standards, and the community-wide standard
- Evaluating aesthetic compatibility with the home and surrounding properties
- Issuing written decisions approving, conditionally approving, or denying requests
- Requiring additional screening, corrections, or modifications when deemed necessary

D. Disclaimer

The ARC and the Board of Directors do not warrant or represent that their decisions constitute or should be interpreted as an approval as to compliance with any building code, regulation, ordinance, or any other code, regulation, ordinance or law, nor that their decision reflect upon the structural integrity of any proposed alteration or improvement. Owners must comply with all codes and standards and should refer to appropriate agencies for permits and guidance as necessary.

Please remember that, like these Guidelines, plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications, neither the ARC, the members thereof, nor the Association assume liability or responsibility therefore, nor for any defect in any modification or improvement constructed from such plans and specifications. Neither the Association, the ARC, the Board, nor the officers, directors, members, or agents thereof shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by the Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

E. Waiver

The approval of the ARC of any proposals, plans and specifications, or drawings, constitutes neither a precedent nor a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters later submitted for approval or consent.

F. Variances

The ARC may authorize variances from compliance with any of these Standards and procedures when circumstances such as topography, natural obstruction, hardship, or aesthetic or environmental considerations require. Variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the Declaration, or (c) prevent the ARC from denying a variance in other circumstances.

The inability to obtain approval of any government agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

The Standards and their enforcement may vary from time to time. These variances shall not constitute a binding precedent with respect to subsequent decisions of the ARC or Board. However, nothing in these Standards shall permit the ARC or Board to enforce retroactively its current Standards against an Owner whose architectural change has been approved under the standards of a previous ARC or Board.

3. Covenants Committee

A. Purpose and Authority

The Board created and duly authorized the Covenants Committee to review decisions of the ARC, to review violations of the Declaration, to notify Owners and Occupants of violations, and to take enforcement action on violations, including, but not limited to fines or other sanctions authorized under the Declaration.

The members of the Covenants Committee are appointed by and serve at the discretion of the Board.

The Covenants Committee may uphold, modify, or overturn decisions made by the ARC or management. In certain circumstances, the Covenants Committee may determine that an appeal is best addressed directly by the Board.

B. Composition and Meetings

The Covenants Committee shall consist of a Chairperson and volunteer Owners of Legacy Park. A quorum of at least three (3) members is required for the Covenants Committee to conduct business. A representative from the Association Office shall also attend each Covenants Committee meeting.

Covenants Committee meetings are generally held on the first Tuesday of each month, unless otherwise notified.

C. Homeowner Responsibilities

Each Homeowner is responsible for, but not limited to, the following:

- Maintaining their Unit in accordance with the Association's Standards and community-wide standard; and
- Obtaining written ARC approval of any modification requiring review PRIOR to commencing any construction or change; and
- Ensuring all contractors comply with approved plans and Association Rules and Regulations; and
- Staying informed of current Standards and Rules and Regulations; and
- Ensuring the safety, maintenance, and structural integrity of all improvements;
- Complying with any local or state ordinances, regulations, codes, or permitting requirements; and
- Complying with the Declaration, these Standards, and Rules and Regulations; and
- Promptly correcting any violating conditions noticed on the Unit and resolving any accrued fines or charges as a result of enforcement action.

Failure to meet these responsibilities may result in additional enforcement or legal action in accordance with the Association's Declaration and By-Laws.

III. MODIFICATION REQUEST PROCEDURE

1. Overview of ARC Authority

The Architectural Review Committee (ARC) has authority over all exterior modifications, additions, and alterations to homes and lots within Legacy Park. No work subject to ARC review may begin until written approval has been issued.

The ARC's role is to ensure that all exterior modifications:

- Maintain the architectural integrity and aesthetic character of the community
- Comply with the Design Standards and community-wide standard
- Preserve property values
- Are compatible with surrounding homes and streetscapes

2. Modifications Requiring ARC Approval

ARC approval is required for all exterior modifications, including but not limited to:

- Painting or repainting (including the same color)
- Additions, expansions, or structural changes
- Decks, porches, patios, pergolas, and similar structures
- Fences, walls, and gates
- Roofing replacements or material changes
- Window and door replacements or alterations
- Pools, hot tubs, and associated equipment
- Play equipment and recreational structures
- Landscaping changes that alter grade, drainage, visibility, or bed size
- Exterior lighting
- Driveway modifications
- Solar panels, satellite dishes, and antennas
- Any structure or improvement visible from neighboring properties or common areas

If there is any uncertainty as to whether a proposed modification requires approval, Homeowners should reach out to Association staff prior to commencing any work.

3. Modifications Not Requiring ARC Approval

The following items generally do not require ARC approval provided they are performed on a like-for-like basis and do not alter the exterior appearance of the Unit:

- Routine maintenance and repairs
- Replacement of up to two (2) shrubs on a like-for-like basis
- Seasonal annual flower plantings.

All modifications, regardless of whether ARC approval, must comply with the Standards and community-wide standard. If any of the above modifications are found to be inconsistent with the community-wide standard in the sole discretion of the ARC or Board, such modification may be considered in violation of the Association's Governing Documents.

4. Application Submission Requirements

All modification requests must be submitted through the Resident Center (Owner Portal) unless the Homeowner is unable to access the system, in which case assistance may be provided by the Association office.

A complete application must include the following:

1. A fully completed ARC Request for Modification Form;
2. Clear photographs of the project location and adjacent properties;
3. Drawings, surveys, plats, or diagrams showing location, dimensions, and setbacks;
4. Paint chips, physical color samples or the color number/code and brand of paint;
5. Manufacturer brochures or product specifications, where applicable; and
6. Any additional documentation necessary to fully describe the proposed modification.

Any incomplete or unclear ARC Request shall be considered automatically denied, but the Owner may resubmit with complete and clear information.

5. Submission Deadline & Review Timeline

- Modification requests must be submitted no later than midnight on the Sunday prior to the second Wednesday of each month.
- The ARC will review complete applications within thirty (30) days of the date of submission of the fully complete application. The thirty (30) days shall not begin to run unless the application received is fully complete.
- Written notification of the ARC's decision will be provided to the Homeowner and will provide the date of approval ("Date of Approval").
- In emergency situations, the Modification request can be expedited by contacting the Association office.

6. ARC Decisions

A. Approved as Submitted

The request is approved exactly as submitted. The Homeowner may begin work in accordance with and in strict adherence to the approved plans.

B. Approved with Conditions

The request is approved subject to specific conditions. All conditions must be met prior to commencing work.

C. Denied

The request does not comply with the Governing Documents or the Community-Wide Standard. The ARC will provide a written explanation and may but shall not be required to suggest alternative approaches.

7. Conditions of Approval

All approved work must:

- Be completed exactly as approved; and
- Use only approved materials and finishes; and
- Comply with all applicable building codes and governmental regulations; and
- Begin within one (1) year of the Date of Approval; and
- Be completed within ninety (90) days of commencing the approved work unless otherwise approved by the ARC.

Any deviation or change to the approved plans will be considered an unauthorized modification and requires the Homeowner to submit a new modification request prior to continuing or commencing the deviation or change.

8. Expiration of Approval

ARC approvals automatically expire if:

- Work does not begin within one (1) year of the date of the notice of approval; or
- Work is not completed within ninety (90) days of commencement; or
- The approved scope of work is materially altered without ARC approval.

If the ARC approval expires, the Homeowner must first submit a new modification for approval prior to commencing any work.

9. Inspections & Post-Completion Review

The ARC or its designee reserves the right to inspect completed work to verify compliance with the approved plans and Standards. Additional screening or corrective measures may be required if deficiencies are identified. Any ARC inspection is intended to confirm that the work complies with the aesthetics in the approval and is not intended to confirm the engineering or structural quality of the work.

IV. ENFORCEMENT, VIOLATIONS & APPEALS

1. Owner Responsibilities

Each Owner is responsible for maintaining their Unit, including all structures, all improvements, all exterior surfaces, parking areas, landscaping, and other improvements, in a condition consistent with the Association's Governing Documents.

The Association shall provide the owner with reasonable notice of any violation and an opportunity to cure, except in circumstances where immediate enforcement is permitted under the governing documents.

2. Violation Notice Process

Violations of the Association's Governing Documents are addressed using the following enforcement sequence, unless otherwise permitted by law or the governing documents:

A. First Notice

- Notifies the Homeowner of a violation or violations; and
- Notifies the Homeowner opportunity to correct the violations within 10 days of the date of the First Notice; and
- Notifies the Homeowner of the amount of fines to be imposed on the 11th day after the date of the First Notice if the violation is not corrected; and
- Notifies the Homeowner of their right to submit a written appeal within 10 days of the date of the First Notice.

Please note that an appeal may include a request for approval of a reasonable corrective timeline that is consistent with remedying the violation(s). Approval of any corrective timeline is at the discretion of the Association.

B. Violation Notice of Fines and/or Other Sanctions

- Notifies the Homeowner of the Homeowner's failure to correct the violation(s) and that the fines or sanctions specified in the First Notice are accruing.

C. Repeat Violation Notice

- Issued for repeat violations within 12 months of the date of the First Notice. Any recurrence of the same violation within a twelve (12) month period may result in immediate fines without requiring the sending of a new First Notice.

Depending on the circumstances and severity of a violation, the Association reserves the right to bypass any step in the notice process when authorized by the Association's Governing Documents or applicable law.

3. Additional Enforcement Rights

The Association's right to impose fines shall be in addition to, and not in lieu of, any other enforcement rights available under the Association's Governing Documents or applicable law, including, but not limited to the following:

- Suspension of amenity privileges; and/or
- Legal action; and/or
- Recovery of enforcement-related costs and fees.

In addition to fines, the Association may impose further sanctions or a combination thereof, including but not limited to:

- Suspension of voting rights; and/or
- Suspension of access to Association amenities; and/or
- Referral of the account to the Association's legal counsel; and/or
- Collection of delinquent fines and fees; and/or
- Filing of a lien against the Unit.

All costs associated with enforcement, including legal fees, court costs, and administrative fees, may be assessed to the Homeowner as permitted by the Association's Governing Documents and applicable law.

4. Right of Self-Help

The Association has the legal right to enter upon a Homeowner's Unit, correct the violation(s), and assess the costs of correction onto the Homeowner and the Unit. Prior to exercising the Association's Right of Self-Help, the Association shall provide the Homeowner ten (10) days' notice that the Association intends to exercise the right of Self-Help.

If the Association corrects the violation on behalf of the Homeowner, the homeowner shall be responsible for all related costs and expenses, including an administrative fee, as permitted by the Association's Governing Documents.

5. Appeals Procedure

A. Right to Appeal

Homeowners shall have the right to appeal any decision of the ARC, and/or the First Notice of a violation of the Association's Governing Documents, and/or the fines or other sanctions contained in the First Notice by submitting a written appeal to the Association Office within ten (10) days of the date of the ARC decision or the First Notice.

B. Covenant Committee Review

A properly submitted Homeowner appeal shall be submitted to the Covenants Committee for review. The Covenants Committee reserves the right and discretion to forward any appeal directly to the Board of Directors for their review.

During an appeal to the Covenants Committee, Homeowners may either appear in person or choose to waive the right to appear in person and rely on the written appeal. If the Homeowner wishes to appear in person, the Homeowner shall have ten (10) minutes to present their appeal and may present supporting documentation such as photographs, diagrams, receipts, testimony, or other evidence to the Covenants Committee.

The Covenants Committee generally meets on the first Tuesday of each month, unless otherwise notified. Homeowners will receive written notice of the date of the scheduled appeal.

The Covenants Committee will not announce its decision at the time of the appeal hearing. Written notice of the decision will be available through the Association Office on the next business day and confirmed in writing within ten (10) business days of the date of the appeal hearing.

C. Appeal to the Board of Directors

If a homeowner wishes to appeal the decision of the Covenants Committee, the Homeowner shall have a right to appeal the Covenant Committee decision to the Association's Board, provided that the Homeowner submits such appeal in writing within ten (10) days of the date of the Covenants Committee's written notice of decision.

Homeowners properly submitting an appeal will receive written notice of the date of the hearing before the Board and have the right to present evidence, testimony, statements, and witnesses on their behalf. The Board will not announce its decision at the hearing

Written notice of the Board's decision will be provided through the Association Office on the next business day and confirmed in writing within ten (10) business days of the date of the appeal hearing.

For questions regarding enforcement, violations, or the appeals process, Homeowners may contact the Association office by phone or email.

V. DESIGN STANDARDS

1. Exterior Paint & Colors

- If you wish to repaint your house, including, but not limited to, the siding, stucco, brick, trim, gutters, garage doors, or any other exterior surface or exterior addition, structure, or other improvement on your Unit, please be aware that ALL paint colors must be approved in advance by the ARC, even if you are repainting the surface with the existing color.
- A paint sample of color and sheen is required for approval. Failure to have paint approved in advance by the ARC may require you to correct the colors to an approved color at your own expense.

2. Exterior Additions/Renovations

- Any addition to your home requires prior written approval from the ARC. Any addition or change to the exterior must be composed of construction, design, and materials consistent with your home.
- Vinyl siding is not allowed.
- Awnings on the front and the rear of the house must have prior written approval from the ARC.

3. Exterior Doors

- Any addition or replacement of exterior doors, including storm doors and screen doors, requires prior written approval from the ARC. Front doors, the surrounding windows and trim, and any lighting fixtures must be in keeping with the traditional architectural theme.
- Storm doors must be full glass, full screen, or a combination of both. Both must be in the original factory finish.
- Prior ARC approval is required for any window coverings, textured glass, or films on front doors. Curtains are not allowed on front doors.
- All garage doors must be fully operational. Any broken or damaged garage door must be promptly repaired, repainted, or replaced. Any modifications to a garage door must align with the traditional architectural theme and receive prior written approval from the ARC.
- Carriage-style garage doors and decorative hardware require prior approval from the ARC. These features must complement the home's overall appearance, and the ARC reserves the right to decline applications that do not meet this standard.
- Garage doors are to remain closed while not in use.

4. Windows

- Front windows must display a uniform style: either all gridded windows, top-half grids with the bottom section grid-free, or all windows without grids. Gridded windows must feature a consistent grid type (e.g., interior grids, exterior grids, or grids embedded within the glass). All operable windows must be single or double-hung and open vertically.
- All window replacements require prior ARC approval. The ARC will evaluate each request based on the architectural style of the home.
- Window air conditioning units, venting/exhaust hoses, window fans, and any other items placed in windows are prohibited.
- Window treatments visible from streets or neighboring properties must have a white or off-white backing, including blinds, shutters, shades, drapes, or curtains. Natural

wood blinds are also acceptable. The use of foil, paper, plastic, towels, sheets, or other temporary coverings is strictly prohibited.

- Window film used for sun/UV control must receive prior written approval from the ARC. The film should not create a mirror effect and must complement the overall appearance of the home. It must be in good condition, and free from peeling, bubbles, distortion, or color change. If the film deteriorates, you may be required to remove it. Samples of film colors that align with the traditional architectural theme of Legacy Park homes are available in the HOA office.

5. Roof

- Roof replacement requires ARC approval.
- All roofs must be replaced in their entirety. Pre-approved architectural roofing colors are available for review at the HOA office.
- Roof maintenance and cleaning shall be the sole responsibility of the Homeowner. All roofs must be maintained in a clean, safe, and visually acceptable condition consistent with the overall appearance of the community and the community's architectural standards. Roofs shall be free from excessive dirt, debris, algae, moss, mildew, mold, or other organic growth that results in visible discoloration or an unsightly appearance when viewed from adjacent properties or from the street.
- When roof cleaning is required, the preferred method of washing shall be using manufacturer-approved, low-pressure methods designed specifically for roofing materials. Owners shall refrain from doing any roof cleaning using high-pressure or power washing, abrasive cleaning methods, scraping, wire brushing, grinding, or any cleaning method which involves damage to the shingles, removes protective granules, or forces water beneath roofing materials. Owners should refrain from any cleaning methods which could void a roofing manufacturer's warranty, including power washing, and are responsible for ensuring all roof maintenance is performed in keeping with the overall appearance of the community. All homeowners shall be solely responsible for repairing any damage to roofing materials, underlayment, or related components resulting from improper cleaning, and the Association shall not be liable for damage caused by improper roof cleaning on behalf of a homeowner, including any damage resulting from an owner's use of a power washer. Any repairs or replacements to any roof shall require the prior review and approval of the ARC.
 - Any cleaning solutions implemented by an Owner used should be:
 - Intended for use on residential roofing materials;
 - Applied in accordance with manufacturer instructions; and
 - Used in a manner that minimizes damage to landscaping and surrounding property.
- In the event a homeowner fails to maintain its roof in accordance with these standards, or if a homeowner performs cleaning using any methods which result in damage to the roof or roofing components, the homeowner will be notified and given a reasonable timeframe to correct the condition, in accordance with the Declaration. Failure to comply may result in enforcement action in accordance with the Declaration, Bylaws, and Section IX of the Design Standards and Community Rules & Regulations.

6. Decks & Porches

A. Decks

- Deck designs and colors require prior written approval from the ARC and must not negatively impact adjacent streets and properties. If lattice, or arbors or screening material are added to a deck, they must also receive prior written approval from the ARC and must match or complement the deck's color.

- Any items stored beneath a deck must be concealed from the view of streets and neighboring properties through approved screening or landscaping. Amenity lots are also subject to the restrictions outlined in Section IX.

B. Porch Decorations and Flags

- Front door and entry area decorations and front porch furniture must be in good condition and repair, in keeping with the style and character of the house upon which it is located and meet the Community-Wide Standard as determined in the sole discretion of the Association. One front door decoration along with one other front porch decoration that meets the community-wide standard is permitted. Any decoration or alteration in addition to the two (2) aforementioned decorations requires the prior written approval of the ARC prior to installation or display.
- Flowerpots should be earth tone in color (such as clay or beige) or white or black and made of ceramic, concrete, or wood. All other colors and materials shall require the prior written approval of the ARC prior to installation or display. Empty pots or flower boxes are prohibited. Flowers and plants must be kept neat, healthy, and attractive in appearance. The use of faux or silk plants and flowers is prohibited.
- Owners, occupants, and residents may install or erect one of the following properly maintained flags or banners, not greater than three (3) feet by five (5) feet in size, on either a customary mast not longer than five (5) feet in length, on the exterior of the dwelling adjacent to an exterior door or by a bracket attached to the dwelling:
 - (i) An unaltered and official American flag; or
 - (ii) An unaltered and official Georgia State flag; or
 - (iii) A Customary, appropriate, and timely Seasonal and Holiday Flag; or
 - (iv) A Customary and appropriate Patriotic flag; or
 - (v) An official and customary current United States military branch flag; or
 - (vi) An unaltered and official school flag.

7. Technology

A. Satellite Dishes & Antennas

- Satellite dishes and antennas must be in working order or removed if no longer in use. They must not exceed one meter (approximately 39 inches) in diameter. Roof-mounted exterior television antennas may not extend more than 12 feet above the roofline.
- Satellite dishes or antennas must be placed in the least visible location that allows for clear reception. The ARC may require landscaping, painting, or screening to minimize their visual impact.

B. Solar Panels

- Solar Panels require prior written approval from the ARC. Panels should not be visible from the front of the home, street, or sidewalk.
- All panels must be aesthetically pleasing and align with the roof materials and structures.
- Panels cannot negatively impact any neighboring properties.
- Upon removal of the panels (by sale or no longer the desire to own), the roof must be returned to its original condition.

8. Driveways, Sidewalks & Walkways

Approval Required

All driveway repairs, extensions, or additions require prior written approval from the ARC.

Materials and Finishes

- Colored concrete stains are not permitted on driveways or front walkways.
- Driveways may be sealed with clear sealants only.
- Stamped concrete driveways are prohibited.

Maintenance Responsibility

Driveways must be maintained in good repair and kept clean, free of stains, mold, and color-altering agents, in accordance with the Association's Governing Documents.

Conditions Requiring Repair

The Association may require driveway repair when any of the following conditions exist:

- Concrete separation resulting in distinct sections with an elevation difference greater than **1 inch**.
- Cracks with a separation of **1/2 inch or more** extending continuously for **three (3) feet or longer**.
- Multiple large cracks that are clearly visible from the street.

Cleanliness Standards

Driveway cleanliness will be evaluated by the Architectural Control Committee, and/or the Managing Agent. Cleaning may be required at their discretion.

Sidewalks and Walkways

All walkways on a Unit must meet the same cleanliness and maintenance standards as driveways.

9. EV Charging Stations

Charging Stations cannot be visible on the exterior of the Unit. Approval must be granted by the ARC.

10. Tree Removal

Trees posing an imminent danger may be removed. However, in all other circumstances, any tree thought to be diseased or dead, having a diameter of three inches (3") or more, as measured two (2) feet from the natural grade, CANNOT be destroyed or removed from the property without prior written approval from the City of Kennesaw. Once the City of Kennesaw approves, they will notify Legacy Park and we will record the approval on your account. Tree permits are obtained at: <https://www.kennesaw-ga.gov/download/kennesaw-tree-cutting-permit>.

Homeowners may remove fallen trees without prior approval from the ARC. All cut trees must be removed from the Unit or be properly cut up and stored for firewood.

Arborist report and replacement requirements may apply and may be requested by the ARC.

11. Play Equipment

- All permanent play equipment, including trampolines, requires prior written approval from the ARC before installation. Play equipment should be placed in the backyard or at the rear of the house. Metal play equipment must be painted to blend with the surrounding environment. Trampolines must be screened from the view of the street and neighboring properties.
- Freestanding playhouses and treehouses are not permitted. Semi-permanent play equipment of any material larger than 4' x 4' x 4' requires prior written approval from the ARC. Play equipment/playhouses must be located in the backyard and screened from view, using approved plantings, if visible from the street. The species, number, and placement of plantings must be included on the Home Modification Form for ARC approval. Portable play equipment should be removed when not in use. Amenity lots are subject to additional restrictions as outlined in Section IX.
- Permanent basketball goals require the prior written approval of the ARC and should be mounted on black poles with standard white, gray, or clear backboards. Basketball goals or backboards cannot be attached to the home. Portable basketball goals must be kept adjacent to the house or positioned within 15 feet of the garage when not in use. If goals are used on the street they must be returned to their proper location by the end of the day. All basketball goals must be painted and properly maintained.

12. Fencing

- All fencing, including replacement requires the prior written approval of the ARC which will review submissions on a case-by-case basis. Backyard fences should generally start within the rear third of the house. On corner lots, fencing into the side yard adjacent to the roadway may be subject to additional restrictions as determined by the ARC.
- Fences not for privacy purposes must be three (3) rails, split rail, or cedar up to four feet (4') in height. These fences may have 2" x 4" wire mesh stretched and stapled on the inside face of the fencing. Privacy fencing may be approved with a cedar design up to a maximum of six feet (6') in height.

Approved Fence Styles: 3-rail ranch, solid cedar, solid pressure treated, shadowbox, wrought iron, picket, or ornamental.

- The only approved fence for amenity lots is the four foot split rail.
- Wrought iron and black aluminum fences will only be approved by the ARC for pool security and other life safety situations such as the rear of driveways where there is a three-foot (3') or more drop and a fence or barrier is required by code. These will be considered as special circumstances by the ARC.
- All fences must be well maintained. Repairs to fences must be consistent in appearance with the entire fence. Fences must be stained one uniform approved color when aging and not piecemeal. If a fence is aging, it may have to be completely removed and replaced based on the age and condition of the fence.
- A new fence must be a transparent natural wood finish and may not be painted, coated, or textured. Semi-transparent stains may be approved on a case-by-case basis when needed to extend their service life and achieve a cohesive appearance.
- The finished side of the fence must face the neighboring streets and properties on all sides ("Finished Side Out" rule). Fenced dog runs or pens are not permitted. Chain link fencing is not permitted.
- The ARC reserves the right to review submissions, which MUST include a plot plan, on a case-by-case basis. Amenity lots are subject to additional restrictions as set forth in Section IX.

13. Pools & Spas

- Installed pools of any size and design must have prior written approval from the ARC. Submissions must include detailed contractor plans, including a plot plan. These must demonstrate that pool equipment such as pumps, etc. will have no visual or noise impact on neighboring homes.
- Exterior hot tubs, spas, or pools require prior written approval of the ARC and must be screened in areas visible from the street, sidewalk, or neighboring homes. All pumps, filters, equipment, etc. must also be screened from view from neighboring properties.
- **No above-ground pools shall be allowed.**
- Small wading pools less than 18" in height and 8' in diameter that are of a temporary nature with minimum visibility from the streets are allowed. Such items must be removed during the off-season (October to April).

14. Landscaping Generally

All landscaping must be designed, installed, and maintained in a manner that is consistent with the **Community-Wide Standard** and the established character of Legacy Park.

Landscaping must be:

- Manicured and well maintained
- Appropriate for the plant's growing zone
- Pruned and cared for in accordance with each plant's specific maintenance needs.

All landscape must relate to the existing terrain and natural features of the Unit. The amount, style, and character of landscaping must conform to the standards established for each neighborhood within Legacy Park. Landscaping shall not obstruct the appearance of the home or create visibility concerns.

Homeowners are responsible for maintaining their yards in a neat, healthy, and attractive condition at all times. Maintenance requirements include, but are not limited to:

- Regular weeding, mulching, edging, and debris removal; and
- Grass must be mowed every 7-10 days during the growing season; and
- Foundation plantings, hedges, and shrubs located in front of windows must be maintained so that their height does not exceed the midpoint of the window they are adjacent to, unless otherwise approved in writing by the ARC; and
- All grass clippings must be bagged and placed at the curb no earlier than the evening prior to scheduled pickup.

15. Additions or Changes to Landscaping

Any changes or additions to landscaping require prior written approval from the ARC except for the following:

- Annuals
- Perennials
- Replacement of up to two (2) shrubs on a like-for-like basis

If there is any uncertainty as to whether approval is required, Homeowners are strongly encouraged to contact the HOA office before proceeding.

16. Planting Requirements

A. Evergreen Rows

Evergreen rows must consist of plants that are a minimum of three (3) gallons or larger and of substantial size at installation.

- A minimum of two (2) rows is required.
- Three (3) rows may be required for larger areas where space allows.

Homeowners must obtain the written approval of the ARC prior to planning or installation.

B. Tropical Plants

Tropical plants may be considered on a case-by-case basis as a single accent plant only and require the approval of the ARC prior to planting or installation.

- Plants such as agave, elephant ears, and similar tropical species are not consistent with the architectural character of Legacy Park and are prohibited where visible from the street.
- Palm trees in the front yard are prohibited.

17. Mulch, Ground Cover & Landscape Borders

Mulch and ground cover must complement the natural appearance of the community.

- Dark brown, black or earth-tone mulch is recommended
- Red mulch is not permitted

Landscape borders must:

- Be constructed of natural materials and colors
- Be no more than four (4) inches in height

Plastic edging is not permitted, except for continuous, heavy-duty black plastic edging installed in accordance with manufacturer specifications.

Rock, Stone & Similar Materials

Gravel, pebbles, stone, slate, rock, lava, or similar materials may only be used to address an approved drainage or erosion issue.

- Materials must blend with the surrounding landscape
- White or light-colored materials are not permitted under any circumstances
- Any use of rock or stone, including using as a border, requires prior written ARC approval

All ground cover, with the exception of pine straw, must be manufactured, color-enhanced mulch or wood chips.

18. Turf Requirements

A. Front Yards

Front yards must be sodded either entirely with Bermuda or entirely with Zoysia grass. Owners may not combine grass types.

B. Side and Rear Yards

Side and rear yards may be sodded, seeded, or treated naturally, provided they:

- Are maintained in a tidy manner; and
- Do not negatively impact the adjacent properties.

19. Grading, Drainage & Landscape Bed Modifications

All grading, landscaping changes, retaining walls, or drainage work require prior written ARC approval.

Approval is generally granted when the sole purpose of the work is to prevent water from flowing across one lot to another. All work must:

- Comply with City of Kennesaw ordinances and applicable state and federal codes; and
- Not negatively impact adjacent properties.

Drainage Requirements

- All drainage must flow to the front or rear property lines or to an approved drainage easement or structure; and
- Sheet flow across adjacent lots is prohibited; and
- Homeowners are responsible for maintaining proper grades at all times.

Any increase or decrease in landscape bed sizes, including changes around trees from the existing footprint, requires prior written ARC approval.

20. Right-of-Way Encroachment & Maintenance (City of Kennesaw)

In addition to the Association's Design Standards, all homeowners must comply with applicable City of Kennesaw ordinances related to public rights-of-way and easements.

21. Yard Contents

A. Yard Structures

- **Freestanding Structures:** Freestanding storage buildings or prefabricated structures of any kind are not permitted.
- **Pet Houses:** Pet houses require prior written approval from the ARC. Exterior colors and materials must match the exterior of the home. Pet houses must be screened from view from surrounding streets and adjacent properties. Fenced dog runs or pens are not permitted.
- **Decorative Structures:** Trellises, arbors, pergolas, and similar structures may be permitted provided their style, size, location, and quantity are consistent with the architectural character of the home and community-wide standards. Prior written approval from the ARC is required for all such structures.

B. Garden Objects and Yard Items visible from the street

- **Decorative Items:** Garden objects, including but not limited to pots, birdbaths, barrels, statues, sports mascots, bird feeders, wind sticks, yard art, and similar items, require prior written approval from the ARC.
- **Benches:** All benches must receive prior written approval from the ARC and must complement the architectural style of the home. Benches may be approved for placement within ten feet (10') of the front door and must be maintained in pristine condition.
- **Woodpiles:** Woodpiles must be located to the rear of the home and have minimal visual impact on neighboring streets and properties. Any tarp covering a wood pile must be a neutral color, such as dark green, brown, or black.
- **Water Hoses:** Water hoses must be neatly stored adjacent to the water source when not in use. If stored in the front yard, hoses must be a neutral color and screened from view.
- **Vegetable and Herb Gardens:** Vegetable and herb gardens must be located between the rear of the dwelling and the rear lot line and must have minimal visual impact on neighboring streets and properties. Gardens must be properly maintained year-round, including removal of dead plants at the end of the growing season.

C. Flags (Yard and Garden)

In addition to the flag permitted under the Porch section, Owners, occupants, and residents may install one (1) yard or garden flag or banner, not to exceed 12.5 inches by 18 inches, mounted on a pole or stake no taller than three feet (3'), limited to the following:

- (i) An unaltered and official American flag; or
- (ii) An unaltered and official Georgia State flag; or
- (iii) A customary, appropriate, and timely Seasonal or Holiday flag; or
- (iv) A customary and appropriate Patriotic flag; or
- (v) An official and customary current United States military branch flag; or
- (vi) An unaltered and official school flag.

Seasonal and Holiday Flags are defined as flags that celebrate the four seasons (spring, summer, fall, and winter) or federally recognized U.S. holidays. Holiday flags may be displayed no earlier than thirty (30) days prior to the holiday and must be removed no later than fifteen (15) days after the holiday.

Patriotic Flag is defined as flags expressing general love of country that do not convey partisanship, political parties, political candidates, political leaders, or offensive or inappropriate viewpoints.

In the event of ambiguity or disagreement regarding flag definitions or permitted flag types, the Association's Board shall have sole discretion to determine compliance, excluding the unaltered official American flag. The Board may require removal of any flag or banner deemed inappropriate, offensive, in poor taste, intended to incite conflict, or not properly maintained in accordance with Community-Wide Standard.

22. Prohibited Items, Flagpoles, Outdoor Lighting, Mailboxes & Holiday Displays

A. Windsocks

Windssocks of any kind are prohibited.

B. Permanent Flagpoles

Owners, occupants, and residents may install one (1) permanent, in-ground metal or fiberglass flagpole for the sole purpose of displaying an unaltered, official American flag. Flagpoles may not exceed twenty feet (20') in height and require prior written approval from the ARC. Applications must include the flagpole material and proposed location. If approved, the flagpole and flag must be properly maintained and kept in good condition and repair.

C. Clotheslines

Clotheslines are not permitted.

D. Outside Lighting

- Landscape lighting must be standard outdoor landscape lighting and in keeping with the architectural style of the home. Landscape lighting and lighting hardware must be approved in writing by the ARC prior to installation. Please include the style, number, and placement of lights. Lighting must impose minimal impact on surrounding areas, including homes and streets.
- Exterior lighting must be of a low-level, non-glare type, located to cause a minimum visual impact on adjacent properties and streets.
- Colored lights are not permitted, except for decorative holiday lights and ornamentation used during the holiday season, from Thanksgiving through the weekend following New Year's Day.
- Permanent accent lighting (such as programmable LED systems) is permitted with approval, with restrictions on location of lighting, wattage, and holiday dates for displaying colors.
- All outdoor landscape lighting must be well maintained.

E. Mailbox

- Mailboxes including post and house numbers must conform to the approved Legacy Park design and color (high gloss black) for its specific neighborhood. Numbers may be retained in the original bronze color (until faded), or painted silver or gold (in accordance with the individual neighborhoods).
- No additional decoration or information is allowed on the mailbox, with the exception of vining flowers around the mailbox post or approved landscape, which must be properly pruned and maintained. No major shrubs around the mailbox and any that are currently there must be pruned significantly or removed and area resodded or ground cover if sod is not a viable option.
- The source for purchasing mailbox posts may be obtained from the HOA Office. It is the responsibility of each homeowner to maintain the appearance of the mailbox. All damaged mailboxes must be repainted (high gloss black) or replaced with the same style as the original. Proper installation must be completed within thirty days of damage.
- Mailboxes must be the same size, style including flag and handle if broken pull brand/style.

F. Holiday Displays

- Holiday displays must not create a nuisance for adjacent property owners and should not result in increased traffic flow to the area. All decorations, including lighting displays, should be considerate of the surrounding community.
- Holiday season displays may only be used from November 10 through January 9th.

- Decorations for other holidays may only be displayed up to two (2) weeks in advance of the occasion, or the month of the occasion, whichever is longer, and must be removed no later than seven (7) days following the holiday.

23. Signage

- The Association and its duly authorized agents shall have the right to remove any signage in violation of the requirements set out below and are not responsible for damage or replacement of property.
- Signage shall include, but not be limited to, signs, advertising posters, political placards, banners, displays, or billboards of any kind.
- No signage of any kind shall be erected on any Common Area without the prior approval of the Association except for signs required by legal proceedings.
- No signage of any kind shall be erected on any portion of the Properties, including, but not limited to yard signs, window signs, tree banners, etc., without prior written approval from the ARC, except for:
 - a. such signs required by legal proceedings;
 - b. one professional security sign not greater than 64 square inches in size;
 - c. Such signs as are expressly authorized in Paragraphs below.

A. Political Signs:

The Association shall allow the display of up to three, unaltered, official campaign, yard signs featuring the name of a candidate or candidates, the office for which the candidate(s) are running, and the election date or year of the election, provided that the signage or display is:

- (i) less than 2 feet by 2 feet in size; and
- (ii) installed, erected, or placed by using removable metal stakes to minimize the impact to the yard of the Property; and
- (iii) is erected, installed, or placed on the Property not more than 30 days prior to an Election Day, as such date is determined by federal, state, or local law officials and in which the candidate(s) on the signage is on the ballot, and must be removed no later than 48 hours after the polls close on that Election Day.

The Association's Board of Directors shall have sole discretion in determining whether any signage, with the exception of the signage allowed by the Declaration, may be displayed and may require the removal of any signage reasonably considered by the Board to be inappropriate, offensive, in poor taste, intended to incite conflict, or not maintained properly and in accordance with the community-wide standard.

"Election Day" shall be defined as the day set by federal, state, or local law for the election in question and shall be the last and final day for in-person voting in each duly set election. "Election Day" shall not be construed or understood to include any early voting, absentee voting, mail-in voting, or election season generally. Wherein any ambiguity in this rule is found, the rule shall be construed in favor of the Association and clarified in the sole discretion of the Association's Board of Directors. In any association elections, "Election Day" is defined as the final day of voting.

B. Maintenance and Graduation Signs:

- Maintenance signs less than 2'x 2' may be erected on individual properties but may only remain while the maintenance company is actively working on that property.

- The Association shall allow the temporary display of graduation signage such signage is displayed only during the month of graduation and is removed within three (3) weeks thereafter.

C. Real Estate Signs:

- Only one (1) "Home for Sale" or related signage shall be allowed on each individual Unit.
- Open House / Directional signs are prohibited. Any signs will be discarded and the owner fined.
- Homes for sale by an owner shall display the approved Legacy Park "Home for Sale" sign. These signs shall be rented from the HOA office for a fee of \$40.00. No other "For Sale by Owner" signs are permitted.
- "For Lease" or "For Rent" signs are prohibited.
- The Association's Board of Directors shall have sole discretion in determining whether any signage, with the exception of the signage allowed by the Declaration, may be displayed and may require the removal of any signage reasonably considered by the Board to be inappropriate, offensive, in poor taste, intended to incite conflict, or not maintained properly and in accordance with the community-wide standard.

24. Trash & Recycling

- All garbage containers and recycling bins, including those issued by the City of Kennesaw, must be stored inside the garage or at the side or rear of the house. Should the garbage not be stored inside the garage, it must be screened from the street utilizing shrubbery or a fence type structure. All screening must be approved by the ARC. Garbage cans must not be placed in front of the house. They may be placed curbside the evening before or on the scheduled collection day but must not obstruct the sidewalk, gutter, or traffic flow. Containers must be removed from the curbside by the evening of the scheduled collection day.
- The city also has a weekly schedule for the collection of yard debris. Again, this may be placed curbside on the previous evening or on the scheduled day of collection, but must not obstruct the sidewalk, storm drain, or the free movement of traffic.
- Storage pods, dumpsters, and any other type of large receptacles for trash disposal cannot be stored on the property for more than seven (7) days; otherwise, you must have prior written approval from the HOA office.

25. Yard Sales

No garage, yard, moving, estate or other outdoor sales are permitted other than the HOA-designated Spring and Fall community-wide garage sales.

VI. NEW MATERIALS & EQUIPMENT

1. Innovation

Homeowners are encouraged to explore new materials and technologies, such as synthetic mulches, synthetic grass, or other innovative solutions. The ARC is open to considering these options if they align with the neighborhood's overall appearance. However, homeowners must obtain prior written approval from the ARC for any such initiatives. The review process for new technologies may require additional submissions and extended review time.

VII. SPECIAL LOT DESIGNATIONS

1. Amenity Lots

Amenity lots are properties with either a side or rear building line adjacent to Legacy Park Circle, Lake Legacy, Legacy Park Boulevard, or neighborhood parks. Due to their high visibility, these lots are subject to additional restrictions. The following guidelines apply specifically to amenity lots. A complete list of amenity lots is provided in Appendix A.

- Fencing: In addition to the general fencing requirements, no side yard fence may be installed adjacent to the Legacy Park Circle or Entry Boulevard right of way. All fences must be installed on the house side of any tree buffer or landscape easement adjacent to Legacy Park Circle, Boulevard, or Lake Legacy. All fencing must be comprised of split rail which may then have 2"x4" wire mesh stretched and stapled on the inside face of the fence to a maximum of 4' in height.
- The only approved fence for amenity lots visible to the circle is a 4-foot split rail to maintain the integrity and continuity of the amenity lots.
- Decks: In addition to the general deck requirements, all posts must be a minimum of 6" x 6" wood, or they may be steel posts wrapped with wood, brick, or stucco.
- All homes that back up to the lake, park, or boulevard and circle have an undisturbed buffer as shown on the recorded plan of the individual Legacy Park neighborhood. No clearing activity is permitted.
- Owners are required to maintain amenity lots and rear yards to the same standards of care, appearance, and upkeep as front yards when such areas are visible from neighboring properties or common areas.
- No land disturbance of any type can take place within these buffers. No resident is permitted to construct a dock or any other type of structure on the lakefront. No fencing can encroach within the buffer area. Any structure including play equipment needs prior written approval from the ARC. Play equipment of any construction (plastic, metal, wood) larger than 4x4x4 must be natural in color and complement and blend into the natural surrounding areas. All play equipment smaller than 4x4x4 must be removed when not in use.

The following items are prohibited on Amenity lots:

- Rear/side signage of any kind.
- Rear entry garages.
- Exterior floodlights or spotlights that produce a glare on Legacy Park Circle or Entry Boulevard.
- Vehicle access to Legacy Park Circle.

2. Corner Lots

On corner lots, fencing into the side yard adjacent to the roadway may be subject to additional restrictions as determined by the ARC. Visibility and side-yard fencing rules apply.

3. Waterfront/Buffer Lots

No land-disturbing activities, including clearing, can be performed on any property adjacent to or backing up to, a stream, creek, or drainage area without prior written approval from the ARC and the City of Kennesaw. A land disturbance buffer - including silt fencing as specified by City codes - is required by the City of Kennesaw, and changes within this area must have a land disturbance permit issued by the City of Kennesaw.

VIII. RULES AND REGULATIONS

1. Amenities Access and General Rules

Use of any and all amenities and LP property or Common Area shall be at your own risk. Improper use of any amenity, equipment, LP property, or Common Area is prohibited.

A. Owners and Authorized Occupants

ID Cards

Each owner and authorized occupant (“Resident” or “Residents”) of a Legacy Park (“LP”) household that is in good standing with the Legacy Park Community Association, Inc. is required to have a Legacy Park–issued photo identification card (“LP ID”).

LP IDs are issued by the HOA to all Residents twelve (12) years of age and older. LP IDs remain the property of the HOA and must be presented upon request to authorized personnel, as defined below.

Authorized Personnel

The following individuals (“Authorized Personnel”) are empowered to enforce the rules and regulations of Legacy Park:

- HOA staff
- Members of the Board of Directors
- Lifeguards
- Security personnel
- Pickleball Pro, Tennis Pro or any other HOA contractor
- Designated Representatives
- City of Kennesaw Police officers

Authorized Personnel may:

- Request that a Resident present a valid LP ID
- Require individuals to vacate Legacy Park property or amenities if they are unable to produce a valid LP ID
- Require individuals to leave if they are found to be in violation of Legacy Park rules and regulations

Identification credentials will be issued to all Authorized Personnel, with the exception of City of Kennesaw Police officers, and will be displayed accordingly.

Use of LP Identification Cards

- LP IDs are issued for use only by the individual to whom the card is assigned.
- Residents may not lend, share, or allow another person to use their LP ID for any reason
- No person may steal, misuse, or improperly use an LP ID
- Residents must promptly report a lost or misplaced LP ID to the HOA

Enforcement & Sanctions

Misuse of amenities or violations of community rules may result in fines, suspension of amenity privileges, or both.

B. Guests

The Common Area and amenities are for the enjoyment of residents and their accompanied guests only. Unless prior written approval is obtained from the HOA, residents 18 and over are allowed to have up to two (2) guests when using the Trails, Town Green, Playgrounds, Amphitheater, Bandstand, Outdoor Fitness Center, Baseball Field, Swimming Pools, Tennis Courts, Volleyball Court, and Basketball Court. Residents ages of 12 to 17 are allowed one (1) guest while on LP property and when using the amenities, except as otherwise provided herein. No guests are permitted in the indoor Fitness Center. Neither the Amphitheater nor the Bandstand shall be used as sports fields without prior written approval from the HOA. Guests are considered to be non-LP residents. LP residents who have had their privileges revoked cannot come as a guest of another resident.

Residents must accompany guests while on the LP properties or while using any of the amenities. Long-term guests (persons visiting for more than two weeks) may obtain a guest pass from the HOA office. As a reminder, residents are responsible for ensuring that their guests are informed of the rules of LP and that these guests follow the rules at all times. The ASSOCIATION reserves the right to suspend privileges, prosecute an individual, Resident, or guest, for destruction, abuse, or misuse of property, and assess the costs and expenses of any damage to LP property to the Resident responsible.

C. General

Noise

No sound devices that are audible to occupants of other Units, other than those exclusively used for security purposes, are permitted.

Parking and Towing Procedures

Parking on Legacy Park Circle will be on the inside of the circle only while also adhering to City of Kennesaw guidelines (e.g., within 12 inches of the curb, not in a curve, not on a hill, with the flow of traffic).

The following situations may be subject to towing a vehicle at the owner's expense:

- Vehicles parked on the grass around Legacy Park Circle.
- Vehicles illegally parked.
- Vehicles parked overnight in any of the Legacy Park parking lots.

See also Parking Policy in Appendix

2. Pet Rules

A. Control and Restraint of Animals

In accordance with the City of Kennesaw Control of Animal Ordinance, Section 10-11, it is unlawful for the owner of any animal to permit such animal to:

- Be out of the owner's immediate control or restraint
- Be left unattended off the owner's premises

- Be present on the property of another person without the permission of the owner or lawful occupant

All animals must be restrained and controlled at all times to prevent:

- Property damage
- Harassment or physical threat to pedestrians, bicyclists, or passersby
- Interference with motorized or non-motorized vehicles
- Attacks on persons or other animals

Whenever an animal is outside of its owner's lot, the animal must, at a minimum:

- Be secured on an appropriate chain, leash, or tie not exceeding six (6) feet in length, and
- Be under the control of a person who possesses the physical ability to restrain the animal

B. Use of Community Amenities

Pets, other than service animals, are not permitted within any fenced area owned and maintained by Legacy Park, including but not limited to:

- Ball fields
- Tennis courts
- Pickleball courts
- Pool areas
- Basketball courts
- Playgrounds

C. Pet Waste & Sanitation

Residents are responsible for the immediate pickup and prompt, proper disposal of their pet's waste at all times.

- Trash receptacles are located throughout Legacy Park to assist with waste disposal
- Failure to comply with this requirement may result in:
 1. Suspension of amenity privileges, and/or
 2. Assessment of costs associated with cleaning and disposal

This policy is enforced in accordance with the Association's governing documents and applicable municipal ordinances.

3. Rules for Use of Common Areas and Amenities

The following information contains rules for the LP properties and common areas. These rules have been created to preserve the natural beauty and community atmosphere within LP. Owners are responsible for ensuring that their Residents and guests follow these rules at all times. Failure to do so may result in the suspension of amenity privileges. LP Common Area and amenities are for the enjoyment of residents and accompanied guests only. The ASSOCIATION reserves the right to suspend privileges, prosecute an individual for destruction, abuse, or misuse of the Common Area and amenities, or assess the cost of any damage against the Owner or Lot responsible.

- Use of the amenities, equipment, LP property, and Common Area is at your own risk.
- Improper use of any amenity, equipment, LP property, or Common Area is prohibited.
- All Residents and their guests shall be respectful of others in their conduct when using the Common Area and Amenities.
- The LP Common Area and Amenities are open daily from 6 am until 10 pm unless otherwise noted. During inclement weather, LP Common Area and Amenities are closed.
- Residents must carry their LP ID card while on LP property.
- Residents must accompany guests while on LP property.
- The use of profanity is prohibited.
- No loud music or music with explicit or offensive lyrics may be played or broadcast on the Common Area or in any portion of the Amenities.
- No littering, no excuses. All trash must be properly disposed of in trash cans. If trash cans are full, trash should not be placed next to the trash cans and should be removed from the common area and properly disposed of elsewhere.
- No glass containers, sharp objects, or hazardous materials are allowed.
- No vehicles of any kind or motorized toys of any kind, including, but not limited to, bicycles, skateboards, skates, scooters, hoverboards, or ATVs are allowed on the courts, ball field, amphitheater, pool areas, or playgrounds.
- Motorized vehicles are not permitted on the walking trails or Town Green. This includes motorized scooters, motorbikes, mopeds, electric/gasoline hybrid vehicles or bicycles, etc. Non-electric or gas-powered bicycles and other man-powered vehicles are permitted. The HOA reserves the right to approve the limited use of motorized vehicles, but such use requires prior approval and notice to other residents, before such motorized use may be authorized.
- No group, organization, or team may use any of the LP amenities or common property without first obtaining permission from the HOA.
- Unless otherwise properly reserved as provided herein, use of the amenities shall be shared equally with all residents. For information on reserving space for a party or event, please refer to the Amenity Reservation Policies or contact the Association office. See Amenity Reservation Policy to reserve any common areas or amenities.

4. Pool Rules

The hours for LP swimming pools will be posted annually during the swimming season.

- Use of the swimming pools and surrounding pool decks and areas is at your own risk. Swimmers swim at their own risk.
- All people using the pools should do so with the utmost care and caution to avoid accidents and injuries to themselves and others.
- The pools may occasionally operate under 'Swim at Your Own Risk' (SAYOR) conditions, during which no lifeguard will be on duty.
- The lifeguard's decision will be final regarding the enforcement of pool rules. Any subjects not covered by the rules will be handled by the best judgment of the Pool Manager, or the lifeguard on duty.
- Safety Break: Every hour, pools will undergo a brief closure, clearing out ALL individuals for 10 minutes. These breaks will occur precisely 10 minutes before the start of the next hour and begin when the last person is out of the pool. Throughout this interlude, lifeguards will not be available on duty, the pool will be temporarily closed, and neither the lifeguards nor Swim Atlanta will assume responsibility for individuals utilizing the pool during this time.
- All residents must have a current LP ID to enter the pool area. Periodic checks may be performed to ensure pool usage is restricted to residents and their guests only.
- Guests must be accompanied by an LP Resident at all times.

- All swimmers must shower before entering the pools.
- All swimmers must wear appropriate swim attire; the HOA and/or the lifeguards have sole discretion in determining appropriate swim attire.
- Any individual who does not have complete control of their bodily functions must wear a swim diaper or swim pants that adequately protect from leakage (regular disposable and cloth diapers are not allowed).
- Solo swimming is not permitted.
- Individuals under the age of 12 must be accompanied by an adult over the age of 16 at all times. Individuals between the ages of 12-15 may be unaccompanied during lifeguard hours only. Each pool will have hours posted.
- No risky, obnoxious, or offensive conduct, including, but not limited to, running, pushing, bullying, wrestling, boisterous conduct, jumping in or on top of others, dunking, or holding others underwater is permitted in or near the pool.
- No games or activities that require extended breath-holding.
- No glass, sharp objects, or hazardous materials are allowed in the pool area.
- Water-squirting or shooting toys, including but not limited to water guns, are not permitted in the pool area.
- No floats larger than 36 inches are permitted.
- No hard objects are permitted to be thrown in the pool area. (No footballs, baseballs, tennis balls, basketballs, or similar type items). Beach balls are allowed.
- No person under the influence of alcohol or drugs should use the pool.
- No animals other than service animals, are allowed in the pool area.
- Absolutely no profanity of any kind is permitted. No loud music or music with explicit or offensive lyrics.
- Spitting, spouting water, blowing the nose, etc., are strictly prohibited in the pools.
- No smoking or smoking devices, including, but not limited to vaping devices, allowed in the pool or inside the fenced area.
- No pool furniture shall be removed from the pool area.
- No one, other than the lifeguard or Authorized Personnel, is permitted on the lifeguard stands at any time.
- People who have an infectious or communicable disease that can be transmitted by water, shall be excluded from the pool. People with open sores or cuts are not permitted in the pool. People should not use the pool at any time who have diarrheal illness.
- Any Resident or guest of a Resident, who is observed by Authorized Personnel, breaking these rules is subject to having their pool privileges suspended.
- **In the event of an emergency, dial 911.**

Please note that the pools may close periodically for swim team meets, practice, and other scheduled LP activities.

5. Sports Courts

Tennis & Pickleball Courts

- Courts are open daily from 7:00 am (or sunrise, whichever is later) to 10:00 pm.
- All players play at their own risk.
- LP tennis facilities are for the use of homeowners, Residents, and their accompanied guests only. Non-resident players who are on an LP team may take lessons from the LP tennis pro during the same season only. Residents and their guests may participate in tennis drills. Each Resident is allowed two guests and must be a participant in the drill.
- The courts are for tennis and pickleball use only as other activities are damaging to the court surface. No other activities are allowed on the tennis court other than tennis. No other activities are allowed on the pickleball court other than pickleball.

- The use of loud or profane language is prohibited. No loud music or music with explicit or offensive lyrics.
- Animals, other than service animals, are not permitted in the courts.
- Proper tennis shoes and attire are required at all times.
- Smoking and smoking devices or the use of tobacco products are not permitted inside the fenced area.
- Chairs are not allowed on the courts other than those owned and maintained by LP.
- Courts may be reserved on ReserveMyCourt.com.
- Please visit the LP website at www.legacypark.org for additional rules, and restrictions and for tennis league, lessons, and drill information.
- Tennis Club dues are to be paid by each non-resident playing on an LP-sanctioned team.
- An annual racquet sport fee of \$40 will be assessed to each resident participant in a league.

Basketball Court

- Use at your own risk.
- The basketball court is available for recreational use by LP residents and accompanied guests during the hours of 6 am to 10 pm.
- No organized team practices or games, other than LP leagues, are permitted.
- The basketball court is on a first-come, first-served policy, except for LP-scheduled leagues or events.
- LP leagues wishing to use the basketball court must submit a game and practice schedule for approval by the HOA prior to the start of the season.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited. Including music with explicit language.
- Hanging from the rims, backboards, or goals is not allowed.
- Pets, other than service animals, are not allowed on the court.
- Smoking and smoking devices are not permitted inside the fenced area.
- The use of motorized vehicles, skateboards, rollerblades, bikes, or scooters on the basketball court is prohibited.
- Prior approval, reservation, and deposits are required through the ASSOCIATION to reserve the court for groups of 15 or more people.

Volleyball Court

- Use at your own risk.
- The volleyball court is available for recreational use by Legacy Park residents and accompanied guests during the hours of 6 am to 10 pm.
- No organized team practices or games, other than LP leagues, are permitted.
- The volleyball court is on a first-come, first-served policy except for LP-scheduled leagues or events and resident reservations through "Reserve My Court". These leagues receive priority for court use.
- LP leagues wishing to use the volleyball court must submit a game and practice schedule for approval by the HOA prior to the start of the season.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited; this includes music with explicit language.
- Hanging from the nets or poles is not allowed.
- Pets, other than service animals, are not allowed on the court.
- Smoking or smoking devices are not permitted on the court.
- Prior approval, reservation, and deposits are required through the Association to reserve the court for groups of 15 or more people.

6. Parks

Town Green

- Organized team practices or games, other than LP Leagues, are not allowed.
- **The Town Green is closed to team sports from November 15 – March 1 of each calendar year.**
- Facilities are on a first-come, first-served policy except for LP-scheduled leagues or events. These leagues receive priority for field use.
- LP leagues wishing to use the Town Green must submit a game and practice schedule for approval by the Association prior to the start of the season.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited.
- No loud music or music with explicit or offensive lyrics may be broadcast.
- Vehicles are not permitted on the Town Green or walking paths.
- The LP pet policy and Kennesaw City leash laws must be observed when pets are in this area.

Amphitheater & Bandstand

- The LP Amphitheater & Bandstand are available for use by LP residents and accompanied guests during the hours of 6 am to 10 pm.
- The use of motorized vehicles, skateboards, rollerblades, bikes, or scooters is not permitted on the amphitheater stage, stairs, sidewalks, or the bandstand.
- The LP pet policy and Kennesaw City leash laws must be observed when your pets are in the Amphitheater and/or Bandstand area.
- Prior approval, reservation, and deposits are required through the Association to reserve the Amphitheater and/or Bandstand area for groups of 15 or more people.

Ball Field

- Use at your own risk. Improper use of the ball field is prohibited.
- The ball field is available for recreational use by LP residents accompanied guests during the hours of 6 am to 10 pm.
- **The baseball field is closed to team sports from November 15 – March 1 each calendar year.**
- Organized team practices or games, other than LP Leagues, are not allowed.
- Facilities are on a first-come, first-served policy except for LP-scheduled leagues or events. These leagues receive priority for field use.
- LP leagues wishing to use the baseball field must submit a game and practice schedule for approval by the Association prior to the start of the season.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited.
- No pets, other than service animals, are allowed inside the fenced area.
- Smoking or smoking devices are not permitted inside the fenced area.
- Balls are not to be thrown or hit into the fence. No hitting the fence with the bat.
- The ball field is to be used for playing 'base' sports only. Other activities, such as soccer, are not permitted.
- The use of motorized vehicles, skateboards, rollerblades, bikes, or scooters on the ball field is prohibited.
- Prior approval, reservation, and deposits are required through the ASSOCIATION to reserve the field for groups of 15 or more people.

7. Neighborhood Playgrounds & Picnic Grove

- Use at your own risk. Improper use of playground equipment is prohibited.
- The neighborhood playgrounds and picnic grove are available for use by LP residents and accompanied guests between dawn and dusk.

- These areas cannot be exclusively reserved at any time and are on a first-come, first-served policy.
- Pets, other than service animals, are not allowed at the playgrounds.
- The LP pet policy and Kennesaw City leash laws must be observed when pets are in the Picnic Grove Area.
- The use of motorized vehicles, skateboards, rollerblades, bikes, or scooters within the playgrounds or at the Picnic Grove is prohibited.
- No individual under the age of 12 is permitted to use the playground unless supervised by an individual of suitable discretion and maturity.

8. Outdoor Fitness Center

- Use at your own risk.
- The outdoor fitness center is available for recreational use by Legacy Park residents over age 14 and accompanied guests during the hours of 6 am to 10 pm.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited.
- You assume all risk and responsibility for the use of the exercise equipment at this facility.
- No loud music or music with explicit or offensive lyrics.
- You must be at least 14 years old to use this equipment.
- Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- Consult your physician prior to starting any physical fitness training program.
- Legacy Park does not provide any supervision for the use of the equipment.
- Any potential users with known adverse health conditions should not use this equipment.
- Before using the equipment, check for loose parts, breaks, cracks, or other conditions needing attention. If any abnormalities are noticed, do not use the equipment and report any issues or abnormalities to the Association staff or call 770-919-2556.
- Perform exercises according to instructions on each piece of equipment.
- Breathe normally during physical activity.
- Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- Keep a safe distance from exercise equipment when in use by others. Legacy Park shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.

9. Clubhouse

See Clubhouse Rules and Rental Guidelines available at www.legacypark.org.

10. Fitness Center Rules

- The fitness center, located in the Clubhouse, is available for use by LP residents from 4 am – 10 pm daily.
- Entry to the exercise room is by card access only.
- Users must be at least 16 years old to use the equipment.
- All users must sign a release prior to equipment usage. Residents under the age of 18 must have a guardian sign the release.
- No guests are permitted in the Fitness Center.

- Use of the fitness center and its equipment is at your own risk.
- All equipment must be used in accordance with manufacturer specifications.
- Proper athletic attire must be worn at all times. Tennis shoes must always be worn, absolutely no sandals, open-toe shoes, or bare feet.
- Keep breakable objects out of the fitness center.
- No alcoholic beverages.
- Be respectful; please keep noise levels to a minimum. The use of profanity is prohibited. This includes music with explicit language.
- Pets, other than service animals, are not allowed in the building.
- Smoking or smoking devices are not permitted inside the building or on the deck.
- Users must comply with all posted rules in the fitness center.

The Association reserves the right to change and update these rules and regulations at any time without prior notice.

IX. CAMERA SURVEILLANCE POLICY

**RESOLUTION OF THE BOARD OF DIRECTORS OF
LEGACY PARK COMMUNITY ASSOCIATION, INC.
CAMERA SURVEILLANCE POLICY**

WHEREAS, pursuant to Article IV, Section 4.3 and Article XII, Section 12.2(a) of the Declaration of Covenants, Conditions, and Restrictions for Legacy Park, as amended, (“Declaration”) and Article III(C), Section 3.17(f) and (i) of the By-Laws of the Legacy Park Community Association, Inc. (“By-Laws”), the Association, acting through its Board of Directors (“Board”), has the right and authority to make and to adopt reasonable rules and regulations governing the use of Properties, including, but not limited to the Common Area and individually owned units, located within the Association’s development and to enforce the provisions set forth in the Declaration, By-Laws and rules and regulations of the Association (the "Governing Documents"); and

WHEREAS, the Association is installing and operating certain surveillance cameras, including but not limited to Flock cameras, in various locations throughout the Legacy Park community; and

WHEREAS, the Board has determined it to be in the best interest of the Association and all owners and occupants to establish and adopt a policy regarding the use of the Association’s surveillance cameras and the related footage, recording, and data gathered within the Legacy Park community; and

NOW, THEREFORE, that the Board of Directors for Legacy Park Community Association, Inc., having duly sent notice by mail to all Owners with at least five (5) business days’ notice of the Board’s intent to adopt this resolution at a duly called Board meeting and having afforded Owners the opportunity to be heard at such Board meeting, hereby adopts and sets forth its Camera Surveillance Policy established in Exhibit A to this resolution and incorporated by reference, effective as of the date set forth below, which represents the Board’s current Camera Surveillance Policy, as may be amended from time to time at the Board’s direction and supersedes any previously adopted policies on the same subject matter.

RESOLVED AND ADOPTED by a majority of the Board of Directors of Legacy Park Community Association, Inc. this 27th day of August 2024.

**LEGACY PARK COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS:**

By: _____

President

By: _____

Secretary

EXHIBIT A
LEGACY PARK COMMUNITY ASSOCIATION, INC.
CAMERA SURVEILLANCE POLICY

The Association has installed and operates certain surveillance cameras throughout the Legacy Park Community, which may capture and record both video and audio as well as recognizing and recording license plate information. The Association installed the cameras, including, but not limited to Flock cameras, in an effort to both deter criminal behavior and assist law enforcement in pursuing and solving crimes occurring within the Legacy Park Community.

While these cameras may deter some criminal activity, the cameras are not regularly monitored and do not ensure or guarantee the protection or safety of owners, occupants, tenants, guests, licensees, or invitees on any portion of the Properties located within the Legacy Park Community. The Association is NOT a provider of safety, security, or law enforcement. Each owner, occupant, tenant, guest, licensee, and invitee in the Legacy Park Community is responsible for the protection and security of his/her own person and property.

The Board adopts the following policy regarding the use and review procedures of the Association's surveillance cameras within the Legacy Park Community:

- All recordings and data gathered from such cameras or systems are the exclusive property of the Association;
- The Association may use the recordings and data to aid the Association in enforcing Association rules and regulations;
- The Association shall provide recordings and data to local law enforcement to aid in the investigation of a suspected crime, traffic offense, or suspicious activity;
- **Access to the camera equipment, all recordings, and data captured by the cameras will be limited to the Association's Board, managing agents, and such local law enforcement personnel as are authorized by the Board for access to the cameras, recordings, and data;**
- Any other access to the recordings and data, including, but not limited to requests for access by individual owners, occupants, tenants, guests, invitees, and licensees, must be pursuant to a subpoena or court order;
- The cameras, recordings, and data will not be regularly or constantly monitored, and the Board may delete the recordings and data after a reasonable period of time determined solely by the Board. The data is stored for a rolling 30-day period until it is no longer available.

Please note that the Association may, but shall not be required to, provide measures or take actions that directly or indirectly improve security in the community. Each owner, for himself/herself and his/her occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and that the Association has no duty to provide security in the community. Furthermore, the Association does not guarantee that owners, occupants, and other people will not commit criminal acts in the community or that unauthorized people will not gain access to the community. It shall be the responsibility of each person in the community to protect his or her person and property, and all responsibility to provide such security shall lie solely with each such person. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

The police, law enforcement, and the courts have the exclusive authority to handle criminal conduct in the Legacy Park community. Each owner, occupant, tenant, guest, licensee, and invitee should contact the police directly if he/she witnesses any unusual or concerning conduct or activity, or if he/she is concerned for his/her personal safety.

X. LEGACY PARK CIVILITY POLICY

**RESOLUTION
BOARD OF DIRECTORS
LEGACY PARK COMMUNITY ASSOCIATION, INC.**

CIVIL CONDUCT AT LEGACY PARK

The Board of Directors of Legacy Park Community Association, Inc. adopts this Resolution on the date noted below.

WHEREAS, Article II, Section 2.1(c) of the Declaration of Covenants, Conditions, and Restrictions for Legacy Park, as amended (“Declaration”), grants the Legacy Park Community Association Inc. (“Association”), acting through its Board of Directors (“Board”), the authority to adopt rules regulating the use and enjoyment of the Common Area; and

WHEREAS, Article III, (C), Section 3.17(f) and (i) of the By-Laws of Legacy Park Community Association, Inc. (“By-Laws”) further grants the Board of Directors the authority to make and amend rules and regulations and to enforce by legal means the provisions of the Declaration, By-Laws, and the rules and regulations adopted by it; and

WHEREAS, Article XII, Section 1.2(a) of the Declaration provides that the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial use restrictions set forth on Exhibit “C” to the Declaration; and

WHEREAS, Paragraph 2(d) and (f) of Exhibit “C” to the Declaration prohibits any activity which violates local, state, or federal laws or regulations and any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units; and

WHEREAS, civility towards others is a fundamental necessity in: (1) the peaceful use and enjoyment in a residential community; and (2) the successful operation of the community and the Association; and

WHEREAS, the Board has determined it to be in the best interest of the Association, its members, officers, directors and agents, the Legacy Park residents, and their respective guests, to establish this policy requiring civil conduct towards all others at and/or related to the Association; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Legacy Park Community Association, Inc., having voted in accordance with the By-Laws and proper procedures, in a duly authorized manner, hereby adopts the Legacy Park Civility Policy attached as Exhibit “A” hereto and incorporated herein by reference, which shall be effective immediately upon execution by the Board below and publication to the Association Membership and which may be duly amended from time to time and supersedes any previously adopted policies.

RESOLVED AND ADOPTED by the Board of Directors of Legacy Park Community Association, Inc. this 12th day of November, 2024.

LEGACY PARK COMMUNITY ASSOCIATION, INC.

By: _____ (Seal)
President

Attest:  _____ (Seal)
Secretary

Every owner, resident, occupant, guest, vendor, licensee and invitee at Legacy Park is expected and required to treat all other people in the Legacy Park community or related to the Legacy Park community or the Association with civility. Specifically, the following are minimum requirements and standards of conduct applicable to all people while at the Legacy Park community and/or in all interactions with Association officers, directors, committee members, managers, agents, staff and vendors:

- While within the Legacy Park community, every person shall treat all other people with respect, civility, and courtesy.
- Every owner, resident and guest shall treat Association directors, officers, committee members, managers, agents, staff and vendors with respect, civility and courtesy in all interactions with such individuals, whether in person, by phone, text or email, or otherwise.
- No person shall engage in disruptive conduct or demonstrate inappropriate, offensive, hostile, threatening or intimidating behavior: (i) at Association or Board of Directors meetings; (ii) in interactions or communications with or regarding Association directors, officers, committee members, managers, staff, or vendors; or (iii) at any Association events or activities.
- No person shall use inappropriate, abusive or foul language or curse in any communications to or with Association directors, officers, committee members, managers, staff, or vendors, or at any time while on the Legacy Park Common Area.
- No person shall engage in any fighting, raucous behavior or insobriety: (i) at any time on the Legacy Park Common Area.
- No person shall threaten physical or emotional harm or engage in conduct which threatens physical or emotional harm towards any Association director, officer, committee member, manager, staff member, or vendor or towards any Association resident or guest.
- No person shall engage in any unlawful conduct at the Legacy Park community, or any conduct, action or activity which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to Legacy Park Common Area or the personal or real property of any other person, or creates any threat to health or safety of any owner, resident or guest.
- No person shall engage in any conduct, action or activity at the Legacy Park community which unreasonably interferes with the peaceful use and enjoyment of other Units or use of the Common Area by any other owner, resident, or guest.

The Board of Directors may enforce this policy through all or any enforcement remedies available under the Declaration, By-Laws, and/or Georgia law, including, but not limited to, levying fines of up to \$1,000.00 per incident of violation, assessing the costs of any damage to the Common Area against the owner responsible for such damage, suspending voting rights, suspending Common Area use rights, obtaining injunctions and/or protective orders, restricting communications with Association representatives, and/or specifically assessing enforcement costs and attorneys' fees, in accordance with the Declaration and Georgia law.

XI. FINING SCHEDULE AND POLICY

**RESOLUTION OF THE BOARD OF DIRECTORS OF
LEGACY PARK COMMUNITY ASSOCIATION, INC.
FINING SCHEDULE**

WHEREAS, pursuant to Article IV, Section 4.3 and Article XII, Section 12.2(a) of the Declaration of Covenants, Conditions, and Restrictions for Legacy Park, as amended, ("Declaration") and Article III(C), Section 3.17(f) and (i) of the By-Laws of the Legacy Park Community Association, Inc. ("By-Laws"), the Association, acting through its Board of Directors ("Board"), has the right and authority to make and to adopt reasonable rules and regulations governing the use of Properties within the Association's development and to enforce the provisions set forth in the Declaration, By-Laws and rules and regulations of the Association (the "Governing Documents") by imposing sanctions, including, without limitation, reasonable monetary fines; and

WHEREAS, the Board of Directors of Legacy Park Community Association, Inc. has determined it to be in the best interest of the community to provide Owners and Occupants with notice of sanctions to be imposed for common violations of the Association's Governing Documents, sanctions to be imposed for repeat violations of the Association's Governing Documents, and procedures that the Board of Directors typically uses to address such violations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for Legacy Park Community Association, Inc., having duly sent notice by mail to all Owners with at least five (5) business days' notice of the Board's intent to adopt this resolution at a duly called Board meeting and having afforded Owners the opportunity to be heard at such Board meeting, hereby adopts and sets forth the fining schedule for violations established in Exhibit A to this resolution and incorporated by reference, which schedule shall be effective as of the date set forth below, which represents the Board's current violation fining schedule, as may be amended from time to time at the Board's direction, and supersedes any previously adopted policies on the same subject matter.

RESOLVED AND ADOPTED by a majority of the Board of Directors of Legacy Park Community Association, Inc. this 23 day of June, 2020

**LEGACY PARK COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS:**

By: _____ (Seal)

President

Attest: _____ (Seal)

Secretary

[Corporate Seal]

Exhibit A
LEGACY PARK COMMUNITY ASSOCIATION, INC.
FINING SCHEDULE

Fines for violations of the Association's Governing Documents, including, without limitation, the Declaration, By-Laws, and rules and regulations, will be issued by the Board of Directors of Legacy Park Community Association, Inc. ("Association") as set forth herein below. Any fine(s) occasioned by an Occupant of a Unit will first be assessed against the violating Occupant. If the violating Occupant does not pay such fine(s) within a time period set by the Board, then, upon notice from the Association, the Owner of the Unit shall pay for the fine(s) imposed. All fines must be paid within thirty (30) days from when they were first imposed. Fines not paid within this thirty (30) day period shall be collected as a past due specific assessment pursuant to the Declaration. Unpaid fines will constitute a lien against the violator's Unit and shall be collected as a specific assessment pursuant to Article X, Section 10.8 of the Declaration.

The violations listed below are intended as a guide for common violations and this Fining Schedule is *not* an exhaustive list of all possible violations. **Each day a Unit is in violation of the Governing Documents is treated as a separate violation and fineable offense, and fines may be imposed on a per diem basis without further notice to the violator.** Depending on the circumstances of a violation, the Association reserves the right to issue fines for lesser or higher amounts than listed in this fee schedule at the Board's sole discretion. The imposition of fines shall comply with all provisions set forth in the By-Laws. In the event of a continuing violation of the Governing Documents with ongoing daily fines, each violating Unit Owner and Occupant shall immediately contact the Association's Board of Directors after curing a violation to schedule an inspection with the Association to confirm the violation has been cured to cease accruing daily fines.

1) Continuing Violations Generally (i.e. failure to maintain a Unit, continuing Unit use restriction violations, etc.)

Notice of Violation: Up to \$50.00 fine per day per violation.

2) Non-Continuing Violations Generally (Noise/nuisance, unapproved yard sale, etc.)

Notice of Violation: Up to \$250.00 fine per violation per occurrence.

3) Unapproved Architectural Modification Violations

Notice of Violation: Up to \$250.00 as a one-time fine and then \$25.00 fine per day per violation for each and every day that the unapproved modification violation exists.

4) Civility Policy Violation

Notice of Violation: Up to \$1,000.00 fine per violation per occurrence.

5) Unapproved Tree Removal Violation

Notice of Violation: Up to \$1,500.00 fine per violation per occurrence.

6) Unapproved Placement of Signs on Common Areas Violations

Notice of Violation: Up to \$25.00 fine per flag per occurrence.

7) For Rent/Lease Sign Violations

First Notice of Violation: Up to \$250.00 as a one-time fine and then \$25.00 fine per day per violation for each and every day that the violation is continuing.

Second Notice of Violation: Up to \$500.00 as a one-time fine and then \$25.00 fine per day per violation for each and every day that the violation is continuing.

8) Unauthorized Use of Motorized Vehicles on the Trails at Town Green

First Notice of Violation: Up to \$100.00 as a one-time fine and at least 30-day suspension of violator's amenities access per occurrence.

Second Notice of Violation: Up to \$200.00 as a one-time fine and at least 30-day suspension of household's amenities access per occurrence.

9) Misuse of Amenities

First Notice of Violation: Up to \$250.00 as a one-time fine and at least 30-day suspension of violator's amenities access per occurrence.

*Second Notice of Violation
Within 12-month Period of First
Notice of Violation:* Up to \$500.00 as a one-time fine and at least 30-day suspension of household's amenities access per occurrence.

10) Fecal Contamination and/or Improper Attire at Pool Violations

First Notice of Violation: \$100.00 fine per occurrence for failure to use swim diaper or swim pants and/or fecal contamination of pool.

Please note the Board reserves the right to specifically assess the costs of cleaning the pool after such contamination against the violator.

Nothing herein shall prohibit the Association from enforcing the Governing Documents by other means permitted in the Governing Documents and/or under Georgia law, including, but not limited to suspending use rights, exercising its right of abatement and/or filing a lawsuit against the violating Owner and/or Occupant. The Association reserves the right to specifically assess any attorneys' fees incurred in connection with enforcing the Governing Documents against a violating Owner and his or her Unit, in accordance with Article X, Section 10.7 of the Declaration.

XII. PARKING AND TOWING POLICY

**RESOLUTION OF THE BOARD OF DIRECTORS OF
LEGACY PARK COMMUNITY ASSOCIATION, INC.
PARKING AND TOWING POLICY**

WHEREAS, pursuant to Article IV, Section 4.3 and Article XII, Section 12.2(a) of the Declaration of Covenants, Conditions, and Restrictions for Legacy Park, as amended, (“Declaration”) and Article III(C), Section 3.17(f) and (i) of the By-Laws of the Legacy Park Community Association, Inc. (“By-Laws”), the Association, acting through its Board of Directors (“Board”), has the right and authority to make and to adopt reasonable rules and regulations governing the use of Properties, which includes the individual Units and the Common Area, within the Association’s development and to enforce the provisions set forth in the Declaration, By-Laws and rules and regulations of the Association (the "Governing Documents"); and

WHEREAS, Article IV, Section 4.1 of the Declaration provides that the Association manages and controls the Common Area and all improvements thereon, including, but not limited to the Common Area parking areas throughout the Properties; and

WHEREAS, Paragraph 2(a) of Exhibit “C” to the Declaration provides that “parking of any vehicle on public or private streets, or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored or inoperable vehicles in places other than enclosed garages or other designated areas, if any; provided, construction and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas;” and

WHEREAS, the Board of Directors of Legacy Park Community Association, Inc. has determined it to be in the best interest of the community to establish rules and regulations regulating the parking of vehicles within the Properties, on the individual Units, and the Common Area and to provide enforcement procedures for handling such parking violations; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for Legacy Park Community Association, Inc., having duly sent notice by mail to all Owners with at least five (5) business days’ notice of the Board’s intent to adopt this resolution at a duly called Board meeting and having afforded Owners the opportunity to be heard at such Board meeting, hereby adopts and sets forth the fining schedule for violations established in Exhibit A to this resolution and incorporated by reference, which schedule shall be effective as of the date set forth below, which represents the Board’s current violation fining schedule, as may be amended from time to time at the Board’s direction, and supersedes any previously adopted policies on the same subject matter.

DULY RESOLVED AND ADOPTED, by a majority of the Board of Directors of Legacy Park Community Association, Inc. and so certified this 23 day of June, 2026.

**LEGACY PARK COMMUNITY
ASSOCIATION, INC.**

By:  _____ (Seal)
President

Attest:  _____ (Seal)
Secretary

[Corporate Seal]



EXHIBIT "A"
PARKING AND TOWING POLICY

The following policy of the Legacy Park Community Association, Inc. ("Association") was adopted by the Board of Directors ("Board") to provide a set of guidelines for the Owners and occupants pertaining to the parking of vehicles in the Properties by Owners, occupants, and their guests ("Parking Policy"). The following restrictions apply to all Owners, occupants, invitees, guests, and any other persons parking on Common Areas. These rules are in addition to any regulations or restrictions set forth in the Declaration.

1. PERMITTED PARKING

- a. **Primary Parking in Garage and Driveway on Units:** All Owners, occupants, and guests shall first utilize all parking spaces available in their Unit's garage and on their Unit's driveway.
- b. **Street Parking:** If, after first utilizing the parking spaces in the driveway or garage of the respective Unit, additional parking is needed, then, Owners, occupants, and guests may park on the Association's private streets provided that: (1) the vehicle or vehicles do not obstruct the flow of traffic, prevent emergency vehicle access, or block driveways, parking spaces, or other vehicles; and (2) the vehicle is parked facing the same direction as the flow of traffic on the road.
- c. **Amenity Parking:** Owners, occupants, and guests may park in the pool and amenity area parking located on Common Areas for the sole purpose of the Owner, occupants, and guests' use of the pool and amenities and only for so long as the Owners, occupants, and guests are using the pool or amenities. Permitted Amenity Parking is on a first-come, first-served basis.

2. PROHIBITED PARKING

- a. **No vehicle may be parked anywhere in the Properties or on any Unit or on Common Area in such a manner that creates a hazardous condition, obstructs the flow of traffic, or blocks other driveway or parking spaces, other vehicles, any landscaped or grassy area, sidewalk, or street.**
- b. **Prohibited Amenity Parking:** Owners, occupants, and guests may only park in the amenity parking areas located on Association's Common Areas when actively using the amenities. Owners, occupants, and guests shall NOT use the Common Area amenity parking areas for parking after that amenities' published use hours or overflow parking unless approved in writing by the Board.
- c. **Disabled and Stored Passenger Vehicles:** A vehicle shall be considered "disabled" if it does not have a current license plate or is inoperable. A vehicle shall be considered "stored" if it remains on a Unit or on Common Area for three (3) consecutive days or longer without being moved and without the prior written consent of the Board. Stored and disabled passenger vehicles are prohibited from being on the Properties, except in enclosed garages or on the paved driveway located on such Unit.
- d. **Non-Passenger, Large, or Commercial Vehicles and Trailers:** Commercial vehicles shall include, without limitation, eighteen-wheel trucks, the cabs of eighteen-wheel trucks, buses, taxis, hearses, limousines, any standard passenger vehicle, vehicles of three or more axels, pick-up trucks or vans with no more than two (2) axels which bear any indication of commercial use, and vehicles containing visible evidence of commercial use. Indications of commercial use may be writing or logos on the exteriors, ladders, ladder racks, signage of a commercial or business nature, vehicles not primarily used for transportation as determined by the Board. Commercial vehicles, boats, jet-skis, watercraft, motorcycles, go-carts, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, mobile homes, campers, eighteen wheel trucks, the cabs of eighteen wheel

trucks, panel trucks, trucks with a cargo-load capacity of three-quarters of a ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (except for law enforcement vehicles marked as such) are prohibited from being parked, stored, kept or repaired at any Unit, on the Common Areas, or any other part of the community, except: (i) in enclosed garages with the garage doors closed; (ii) with written Board approval; or (iii), in the case of service vehicles, on a temporary basis, during normal business hours as is reasonably necessary or during emergencies for the purpose of serving a Unit or the Common Areas.

Trucks with mounted campers that are otherwise permissible and which are used as a primary means shall not be considered a recreational vehicle provided that the camper is removed and stored out of view from the street and neighbors.

3. ENFORCEMENT

- a. If an Owner, occupant, invitee, guest, or any Common Area in a manner inconsistent with this Parking Policy, the Declaration, or other rules and regulations, such action shall be deemed a violation of this policy, and the Association, through its Board, representatives, or agents, may place a twenty-four (24) hour towing notice on the violating vehicle. Such towing notice may be in the form of an adhesive sticker placed upon a window surface of a vehicle. The written notice will include the violating conduct; a statement that, after twenty-four (24) hours (unless in the event of an emergency warranting immediate towing), the vehicle may be towed; the name and telephone number of the person or entity that will do the towing; and the name, telephone number, and email address of the Board, its member, representative or agent. If twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the Board or any representative or agent of the Association may have the vehicle towed without further notice to the Owner or user of the vehicle.
- b. **In an emergency, which includes but is not limited to, a vehicle being parked in a fire lane, blocking another vehicle, obstructing the flow of traffic, blocking a driveway, or otherwise creating a hazardous condition, the Board may, but shall not be obligated to, have the vehicle towed immediately without providing 24-hour notice.**
- c. The Association, by and through the Board of Directors, shall designate an authorized towing company to be used in the event there is a violation of this Parking Policy or the Declaration.
- d. The Association has posted signage to be conspicuously displayed stating that vehicles may be towed at the expense of the owner of the vehicle, the name and telephone number of the person or entity that will do the towing, the name and telephone number of a person to contact regarding the alleged violation of this Parking Policy, and any other information as may be required by law.
- e. If a vehicle is towed in accordance with the Declaration, this policy, and applicable law, the Association, their respective affiliates, directors, officers, employees, representatives and agents shall not be liable to any person for any claim of damage in any way as a result of the towing activity. Additionally, the vehicles in violation of this policy shall be towed at the expense of the owner of the vehicle.
- f. All costs of towing, damages due to the use of adhesive stickers or towing, storage of vehicles after towing, retrieval of vehicles, or other applicable and/or appropriate charges shall be the responsibility of the violating vehicle owner in question. Any Unit Owner or occupant who exceeds

the authority granted herein and whose vehicle is properly towed shall be liable for all related expenses.

- g. Nothing herein shall prohibit the Association from enforcing the Declaration, Bylaws, or this Parking Policy by other means permitted in the Declaration, Bylaws and/or under Georgia law, including, but not limited to assessing fines against the Owner or occupant, suspending an owner's right to vote, and/or filing a lawsuit to enforce the Declaration and seek to recover all costs, including attorneys' fees and court costs, reasonably incurred in such action. The Association reserves the right to specifically assess any fees incurred in connection with enforcing compliance with the Declaration, Bylaws, or this policy against a violating Owner and his or her Unit, in accordance with the Declaration.
- h. Only the Board of Directors or the Association's community association manager shall be authorized to make a request to the designated towing company that any vehicle in violation of this Parking Policy or the Declaration be towed. Owners and occupants must contact the Board or the Association's manager to request towing. No individual Owner or occupant has the right to have a vehicle towed based on a violation of the Parking Policy.

4. GENERAL

- a. Owners and occupants are solely responsible for informing their guests and visitors about this Parking Policy.
- b. Each Owner, for himself/herself and his/her occupants and invitees and guests, acknowledges and agrees that the Association is not a provider of security, and that the Association has no duty to provide security on the Properties. Furthermore, the Association does not guarantee that Owners, occupants and other people will not commit criminal acts on the Properties or that unauthorized people will not gain access to the Properties. It shall be the responsibility of each Owner, occupant, invitee, and guest to protect his or her person and property, and all responsibility to provide such security shall lie solely with each individual. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken in connection with guest/visitor parking on Properties.
- c. If an Owner, occupant, or guest feels there are special circumstances such that they may not be able to comply with this Policy, then the Board encourages the owners to email those concerns to the Association's office at HOAoffice@LegacyPark.org.

APPENDICES

Appendix 1: Special Lot Addresses

Amenity lots are those lots, which have either a side or rear building line adjacent to Legacy Park Circle, Lake Legacy, Legacy Park Boulevard, or the neighborhood parks:

Annandale

4000 Annandale Main, 4001 Annandale Main, 2553 Fairlawn Downs, 4139-4151 Havenwood Court, 4025-4047 Willowmere Trace

Bellingrath

3947-3975 Bellingrath Main

Carillon

4222-4250 Carillon Trace

Gramercy

2694-2700 Claredon Trace, 4179-4190 Gramercy Main, 4244-4247 Piedmont Landing, 2683-2684 Steeplehill Court, 4188-4190 Steeplehill Drive

Highcroft

4321-4322 Brighton Way, 4201 Cornell Crossing, 4210-4222 Highcroft Main, 4256-4259 Revere Walk, 4305-4308 Sentinel Place

Kentmere

4151-4163 Berkeley Landing, 3000-3001 Fairhaven Ridge, 4101-4130 Kentmere Main, 4248-4250 Sheffield Court, 4181-4198 Winthrop Downs

Lullwater

3629 Bancroft Main, 3000-3002 Cranbrook Walk, 3796 Harris Boulevard, 3089 Kirkwood Drive, 3841 Kirkwood Run, 3951 Lullwater Main, 3989-3992 Mapleton Downs

Madison

3995-3999 Madison Main, 3954-3957 Marquette Way

Olmsted

2409-2479 Brookgreen Commons, 2307-2311 Holden Way

Palisades

4092-4094 Mill Creek Gate, 3969-4092 Palisades Main, 3956-3958 Springtide Grove

Revere

3520 Brandywine Road

Winterthur

2691-2695 Blairsdan Place, 3897 Greensward View, 3731-3733 Somerset Ridge, 2602 Winterthur Main

Appendix 2: Forms

The following forms are available from the Association office, the document section of your Resident Portal or at www.legacypark.org:

- Modification Request Application
- Modification Request Instructions (Quick Start Guide)
- Amenity Reservation Form

Appendix 3: Approved Colors

Approved colors by category:

Roof Colors

Pre-approved architectural roofing colors are available by manufacturer at the Association office.

Fence Colors/Stains

Natural wood finish only. Fences may not be painted or stained with a solid stain.

Appendix 4: Rental Rates

Amenity Rental Rates:

Amphitheater - Usage Fee: \$400.00 - Maximum Usage: 4 hours

Bandstand Areas - Usage Fee: \$200.00 - Maximum Usage: 2 hours

Baseball Field - Usage Fee: \$50.00 - Maximum Usage: 2 hours

Town Green (groups of 50+) - Usage Fee: \$50.00 - Maximum Usage: 4 hours

The Board of Directors reserves the right to change fees, terms, and conditions.

Appendix 5: Quick Reference Card

Key Contacts:

Association Office: 770-919-2556

Website: www.legacypark.org

Resident Portal: www.residentcenter.com

Court Reservations: ReserveMyCourt.com

Important Deadlines:

- Violation response: 10 days
- Appeal submission: 10 days from notice
- ARC review period: Up to 30 days
- Project completion: 90 days from commencement

Hours of Operation:

- Common Areas & Amenities: 6 am - 10 pm
- Fitness Center: 4 am - 10 pm
- Tennis/Pickleball Courts: 7 am (or sunrise) - 10 pm
- Playgrounds & Picnic Grove: Dawn to Dusk

Appendix 6: Tree Removal Compliance Form

Tree removal applications must include:

- Property address
- Location of tree(s) on property
- Species and diameter of tree(s)
- Reason for removal
- Arborist report (if applicable)
- Replacement plan (if required)
- City of Kennesaw permit (required for trees 3"+ diameter)

Appendix 7 - Legacy Park Amenity Reservation Policy

The amphitheater, bandstand, and baseball field are the only amenities that may be reserved for exclusive use within LP. The resident/guest ratio must be adhered to for all reservations. A usage fee will be charged for each reserved activity and must be paid in full to the Association office at least 10 days prior to the scheduled event. A portion of these fees are non-refundable and are used for maintaining the area(s). Based on the size of the private activity, additional restrictions or requirements may be set (i.e. additional security).

The Clubhouse may be rented, and those rules, regulations, and costs may be located at www.legacypark.org.

The swimming pools, neighborhood playgrounds & picnic grove may not be exclusively reserved for private resident activities except by official LP groups or organizations. However, small gatherings of no more than 20 people are permitted within these amenities during normal operating times. Residents wishing to use one of these areas should contact the Association office for additional details and to check availability.

Residents wishing to hold a gathering at any of the Common Areas or amenities of more than 15 people must submit a formal request to the Association Office at least 10 days prior to the scheduled event. The Board, or its appointee, will review all amenity reservation requests and ensure no conflicts exist.

Only one event per amenity, per day, can be scheduled and is on a first-come, first-served basis. The property manager, Association Board, or its appointee reserves the right to set a limit on the usage of each amenity. No reservation may interfere with any LP-sanctioned function.

The resident(s) making the reservation request must complete and sign a reservation form, and usage agreement, and must be in good standing with the Association. The resident shall be fully and wholly responsible for all activity at the event and must be in attendance at the event.

LP-owned equipment is not to be used for any non-sanctioned LP groups or events. The LP Board of Directors reserves the right to change fees, terms, and conditions on the above policy.

Special note for swimming pool functions: Gatherings cannot be scheduled during peak weekend pool hours, those being from 10:00 am to 6:00 pm. Gatherings can be scheduled at the Main Pool or Lullwater Pool only.