

## **Introduction**

### **A Welcome from Lake Shore Homeowners' Association, Inc.!**

Lake Shore is one of the finest residential communities in Chatham County. It features a 10-acre recreational lake with many facilities. The homes are beautiful and well kept. It is located in charming Port Wentworth, Georgia with quick access to major shopping and professional districts of Greater Savannah, Georgia. Lake Shore amenities are protected and regulated by Lake Shore Homeowners' Association, Inc.

The Mission of The Lake Shore Homeowners Association, Inc. is:

- To Serve Homeowners*
- To Protect Homeowner's Property Values*
- To Promote the Health, Safety, and Welfare of the Homeowners*
- To Provide a Fun, Creative, and Memorable Living Experience*
- To Support the Port Wentworth Community*

The facilities available for the homeowners are the clubhouse, which is almost 3000 square feet including a kitchen, the Junior Olympic swimming pool, a child's wading pool, a well-equipped tot park and a ten-acre lake. Social and seasonal activities are provided through the efforts of the Homeowner's Association.

This handbook has been compiled to provide you with information regarding your community. Included are answers to many questions, which you may have as a new resident. If you have further questions, please feel free to contact our staff during office hours at the phone number listed on the following page. The Lake Shore Homeowners' Association and staff members all look forward to meeting you.

**Welcome to Lake Shore!!**

## **BOARD OF DIRECTORS**

### **Chairman of Board**

Fred Williams

### **Board Members**

Rande Duke

Janice Williams

## **ARCHITECTURAL REVIEW BOARD**

### **Chairman**

Fred Williams

## **HOMEOWNERS ASSOCIATION MANAGEMENT**

Professional Management & Inspections, Inc.

(HIOA Manager)

## **LOCATION ADDRESS & PHONE NUMBER**

6 Laurel Lane

Port Wentworth, GA 31407

Fax (912)-961-1540

(912) 961-1544

## **ARTICLE I: SUMMARY OF DECLARATION OF COVENANTS**

### **Section 1: Architectural Guidelines**

The Declaration of Covenants sets certain rules for protecting the architectural harmony of the community. They are administered by the Architectural Review Board (ARB). Approval from the ARB must be obtained before making any exterior changes to any property or lot, or any type structure is erected. Plans and specifications for all proposed changes must be submitted in writing to the ARB. The ARB will review the request and approve or reject it. All variances and subdivision approvals must be submitted to the Board of Directors for final approval.

### **Section 2: Maintenance of Property**

The Declaration of Covenants imposes on each owner a duty to keep all property in Lake Shore free of debris and in good order and repair, including but not limited to seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the painting or other appropriate external care of all buildings and other improvements, all in a manner with such frequency as is consistent with good property management.

### **Section 3: Use of the Recreational Facilities**

The recreational and other community facilities are exclusively for the benefit of all Lake Shore residents who are current with their amenity payments. Guests of these members may use the facilities only if they are accompanied by a member or have special permission appointed by the Board of Directors.

### **Section 4: Changes to Rules, Regulations, and Guidelines**

The Board of Directors may change the rules, regulations and guidelines at any valid board meeting. The board will periodically publish the changes. It is incumbent upon the residents to ask for current rules, regulations and guidelines and not the responsibility of the Board to notify the residents of any changes.

## **ARTICLE II: HOMEOWNER'S AMENITY FEES**

### **Section 1: Homeowners Amenity Fees**

The Homeowners shall pay a rate of \$485.00 per year for membership in the Homeowners' Association. These fees shall be due whether the homeowner occupies his home or not, or whether the homeowner uses the facilities or not. These fees are in accordance with the Georgia Law and The Covenants and Restrictions for Lake Shore (see Section 4: Membership and Maintenance Assessment of this Manual.) Yearly fees shall be due January 1st of each year.

### **Section 3: Homeowners Late Fees**

If the bill is not paid by January 15<sup>th</sup> a \$25.00 late fee will be assessed, then legal action shall be taken in the small claims court against the homeowner, and the homeowner will be charged for collection cost, court fees, and legal fees. (See Article III "Collections")



## ARTICLE III: COLLECTIONS

### Section 1: Where to Pay

Payment is to be mailed to the following address:

**Lake Shore Homeowners Association, Inc.**  
**P. O. Box 789**  
**Pooler Georgia 31322**

### Section 2: Late Fees

The date payment is received by the Manager will determine whether the payment is late. If the payment is mailed then the postmark date of the envelope will determine the date received. If there is any questions, RE: Homeowners Association Fees, it is the responsibility of the homeowner to produce a receipt given by the Manager or Assistant with the date payment was received on the receipt, It is highly recommended for the homeowner to ask for a receipt when the payment is made at the office.

### Section 3: Late Fee

If the bill is not paid by January 15<sup>th</sup> a \$45.00 late fee will be assessed.

### Section 4: Last Resort

The Homeowners of Lake Shore need everyone to pay their fair share. Most of our monies go towards keeping the subdivision's grounds and facilities in a professional appearance, which increases the values of everyone's home. Please help us by paying your dues on time. We only want to go through a collection procedure as a last resort. Having a judgment against a homeowner does a great deal of damage to their credit rating as well as creates animosity from those homeowners who pay their dues on time.

## ARTICLE IV: CLUBHOUSE AND PAVILION

### Section 1: Clubhouse Rules for General Use

The Clubhouse and Pavilion are available to all Lake Shore residents who are current with their amenity payments. Persons other than homeowners may rent the Clubhouse and Pavilion provided they meet all of the established guidelines. However, failure to abide by the following rules may result in suspension, expulsion, or possible legal prosecution.

1. The Clubhouse will not be opened to the homeowners except for special occasions (i.e. Association Parties or Functions) or for rentals made with the Manager or Assistant of HOA.
2. The Facility has a limit of 100 guest counting Adults and Children that may attend the function per Clubhouse Rental. If the guests go over the 100 limit, then they will be asked to leave and the homeowner who rented the Clubhouse will forfeit their deposit.
3. The use of the Clubhouse phone is limited to emergency reasons only and not for personal use.
4. Members, residents, and guest must be dressed appropriately. Shirts and shoes must be worn in the Clubhouse at all times. Smoking in the Clubhouse is not permitted at any time. Special written permission by the Chairman of the Board is required for the consumption of alcoholic beverages in the Clubhouse.
5. Loitering after hours at the Clubhouse or Pavilion areas is not allowed. The Manager and/or Assistant are authorized to call police to enforce this rule. Residents are encouraged to do the same.
6. Placing food or beverages on any recreational equipment is not permitted.
7. If any member, resident, or guest damages Clubhouse or Pavilion property, the member, guest or resident will be responsible for replacement.
8. Children under the age of sixteen (16) years of age are not allowed in the Clubhouse without an adult guardian present.

9. Pets are not allowed in the Clubhouse area or pool area. However, pets are allowed in the common area as long as they are on a leash and controlled by their owner. The HOA Manager is required to report unattended animals to Animal Control of Chatham County. Pet owners are required to pick up after their pets.
10. All bikes must be stored clear of all walkways, entrances, and exits. Motor scooters, motorcycles, golf carts, and mopeds must be parked in regular parking spaces. Driving on the facilities grounds, other than on paved areas is NOT permitted at any time.
11. No adults shall sit on any recreational equipment.
12. Tables and chairs may NOT leave from the inside of the Clubhouse or be rented out for off-premise use.

## **Section 2: Clubhouse and Pavilion Rules for Rentals**

1. PMI will unlock the Clubhouse just prior to any scheduled function. At that time, PMI will conduct a walk-thru inspection with the Renter. Renters are responsible for the Clubhouse during the entire time of their rental. If the Clubhouse is left unlocked and unattended for any reason at any time, the entire deposit will be forfeited. When the scheduled function is over, PMI will inspect the Clubhouse and lock-up. If for any reason the Clubhouse needs to be unlocked the day before, such as decorating, there will be an extra \$25.00 rental fee.
2. Renters shall be responsible for the actions of their guests.
3. During rental the windows and doors should remain closed to prevent high air conditioning bills and to help prevent insects from entering the building. **ALL FIRE EXITS MUST REMAIN UNLOCKED** but closed during any function.
4. During Clubhouse rental members and guest may not use the swimming pool.

5. The Clubhouse may not be engaged for profit earning functions, unless the Chairman has granted special written permission.
6. There shall be no products in or around the Clubhouse grounds that may do any kind(s) of harm to the Clubhouse or the Grounds. Example: Paintball guns, water balloons, birdseed on the inside grounds or rice on the outside grounds.
7. All tables and chairs should be folded, stacked, and put away. All trash, decorations, food, and drink items must be removed from the Clubhouse, including the main hall, kitchen, entryways, restrooms, and grounds, to the designated containers. The Clubhouse must be cleaned (I.E. vacuumed, swept, mopped, and appliances, countertops, and restrooms cleaned). All bottles, cans, papers, and other debris resulting from the function must be removed from the outside areas as well. Any excess should be hauled off.
8. A Limit of 100 guests counting Adults and Children may attend per Clubhouse Rental Function. If the guest go over the set 100 limit they will be asked to leave and the homeowner will forfeit their deposit.
9. Renter is responsible for providing all cleaning supplies necessary to clean floors, bathrooms, counters, stove, oven, and microwave.

Any complaints concerning violations of the Clubhouse rules will be heard by the Manager of the Homeowners' Association, and a decision shall be rendered as to whether the deposit shall be returned to the renter. If the violation is found to be of serious nature, the President, with the support of the Lake Shore Board of Directors, may suspend a resident or guest from future use of the Clubhouse for up to one year.



### Section 3: Clubhouse Rental Procedures & Fees

1. Clubhouse rental will be scheduled through PMI (Professional Management and Inspections, Inc.). The contact number is 912-961-1544.
2. Amenity fees must be current at the time of scheduling clubhouse rental, and must stay current through the contracted date. If not kept current, the rental will be cancelled and the deposit will not be returned.
3. Office hours are 8:00 AM – 5:00 PM Monday – Friday. All functions must be booked (fees paid and Rental Agreement signed along with the Release of Liability Form signed) at least ten (10) working days in advance. We encourage you to book functions as far in advance as possible.
4. The Clubhouse may be rented on any day, **Excluding Holiday Weekends**. There will be **NO** Holidays booked for any reasons unless approved in writing from the Manager. Rental time is 9:00AM to 10:00PM. One rental total per weekend.
5. The clubhouse must be signed for and accepted within 15 minutes Prior or 15 minutes after the contracted time or deposit will be forfeited.
6. Clubhouse rentals will be limited to three (3) times per year.
7. **All renters must:**
  1. Sign the Clubhouse Rental Request Form.
  2. Sign a Release of Liability Form.
  3. Payment of the Clubhouse rental fee and the refundable deposit is required before the event will be scheduled on the Clubhouse Calendar.

8. Fees for Clubhouse rental are as follows:

**A. RESIDENTS (Guest limit 100):**

The Clubhouse rental fee for residents with more than 50 guests is \$75.00 per session, and a \$100.00 refundable deposit. (Use of pool is NOT included)

**B. NON – RESIDENTS (Guest limit 100):**

The Clubhouse rental fee for non-residents is \$300.00 per session, and a \$100.00 refundable deposit. (Use of pool is NOT included)

**Any resident or non-resident who assumes the responsibility of the Clubhouse for a function in which he/she is not in attendance will be charged a fee of \$300.00. Any check received for the use of the Clubhouse must come from the party who signs the Release of Liability Form.**

Resident or non-resident renting the facility must be present to sign in when the Manager or Assistant turns the facility over, and to sign out with the Manager or Assistant when the event is over. This will assure both parties of the condition of the center both before and after the event. Discrepancies in the condition of the Clubhouse will be noted on the "sign-out" form and reviewed the following business day by the Manager.

9. A ten (10) day notice of cancellation must be given or the rental fee will be forfeited.

10. A refund check will be mailed from the Homeowners' Association Office within two (2) weeks after your scheduled event, ONLY if the clubhouse is cleaned to satisfaction, and all rules and regulations have followed.

#### **Section 4: Playground Equipment**

1. There is a 70 lb. weight limit on playground equipment.
2. Infants and toddlers must be supervised by an adult.
3. Causing undue disturbance in or about the facility will not be permitted.

### **ARTICLE V: SWIMMING POOLS**

#### **Section 1: Pool Rules for General Use**

1. All residents and guests swim at their own risk.
2. Children under the age of (14) must be accompanied by a parent or guardian over the age of eighteen at all times or they must be a Red Cross approved swimmer.
3. Children unable to swim the width of the pool or tread water for one minute will not be allowed in the deep end without a responsible adult at poolside in close proximity.
4. Bentley belts, life jackets, and swimmies may be used only when the adult is in the water with the child. No other flotation device is allowed.
5. Infants and toddlers must wear water resistant swim diapers in the pool. No regular diapers are allowed.
6. If any child or adult does not obey the rules of the pool, or endangers themselves or others because of disobeying the pool rules they will be asked to leave the pool area. Pool privileges may be suspended. Parents of children suspended for more than one day must contact the Homeowners Association Manager or Assistant before the child will be readmitted to the pool.
7. No spitting, horseplay, running, or foul language is allowed in the pool area.
8. No diving is allowed.

9. No glass containers are permitted in the pool area. No food or drinks allowed in pool. **No alcohol allowed in pool or pool area.**
10. No littering. Please place trash in the receptacles provided.
11. No pets are allowed in the pool or pool area.
12. No one with open sores or band-aids will be allowed in the pool.
13. Guests are limited to four per household, and must be accompanied by resident, unless permission is granted prior to the guest arrival, in writing by the Manager or Assistant of the Association. This exception will only be granted in rare and special situations.
14. When residents rent the clubhouse pool use is not allowed.
15. Anyone under the influence of drugs or alcohol will be asked to leave and suspended from the pool until approved by the Homeowners Association Manager or Assistant.
16. In the case of a possible storm, the pool will close for 30 minutes after the sound of thunder, and for one hour after lightening.
17. Any individual may be asked to leave if the above criteria is not met.
18. Pool Hours: May 1<sup>st</sup> to September 27<sup>th</sup> 8am-10pm

## **Section 2: Pool Locks**

1. Each Household will be assigned a separate 6-digit security code and issued a HOA Pool Pass. Resident must have their pass and a valid ID when visiting the pool.
2. Sharing of Security Codes is not permitted.
3. Enter 6-digit code into the keypad to gain entry.
4. Amenities must be current or the 6-digit code number will not open the gate.

If you need further assistance please call 912-961-1544.



## ARTICLE VI: LAKE USAGE

### Section 1: Watercraft

1. Only boats under sixteen (16) feet in length will be allowed in the lake.
2. No internal combustion engines are allowed in or on the lake, only electric motors are allowed.
3. No watercraft of any kind may be left in the lake over night.
4. Only Association Members and their guest are allowed to use watercraft on the lake, a member must accompany all guests.

### Section 2: Lake Hours

1. Lake hours will be from ½ hour before sunrise to ½ hour after sunset.

### Section 3: Limits

1. The initial stocking has been completed, the lake will be catch and release only.

### Section 4: Boundary

1. All of the lots around the lake are owned by the homeowners that live on the lake, when using the lake you must restrict your actives to the dock area, the ramp area, and the waters surface.

## **ARTICLE X: ARCHITECTURAL GUIDELINES**

### **Section 1: Purpose**

In order to protect property values, insure aesthetic quality, and preserve natural amenities, the Lake Shore Architectural Review Board (hereinafter referred to as the "ARB") has established certain guidelines, which complement the Declaration of Covenants and any Supplementary Declarations. While the Guidelines establish minimum standards, their scope is limited to criteria that will allow housing to be produced at a reasonable cost and to reflect the varying taste of a heterogeneous community.

These guidelines may be supplemented by amendments, or by additional restrictions for specific parcels. If there is a conflict of requirements among these Guidelines, the Declaration of Covenants, or the Supplementary Parcel Guidelines, then the most restrictive requirement shall govern. Each case shall be reviewed on its own merits, and precedent shall not bind the ARB. Variances and amendments to these standards and restrictions may be obtained through procedures outlined at the end of this document.

Structures constructed prior to the date of these Guidelines are not required to change in order to conform to these standards set forth herein. However, any modification or addition to these structures or lots may not be started until these standards are met and ARB approval is obtained for any desired change to existing structures and lots.

### **THE REGULATIONS AND REVIEW PROCEDURES ARE AS FOLLOWS:**

#### **Section 2: Construction Guidelines**

##### **A: Approval**

All building, elevation, drainage plans, materials, color samples, landscaping plans, exterior dimensions, and other items pertaining to construction shall be submitted to the ARB thirty (30) days prior to commencement of construction. The ARB shall meet to approve, modify, or reject any application, and respond in writing within (30) days from the date of receipt. Plot plans shall be submitted with the site of construction designated there on. No construction or clearing of lots shall begin prior to approval of the ARB.

## **B: Site Planning**

1. Side yards shall be at least 10 feet except where the recorded plats require otherwise. Side yards shall be measured from the side of the lot line to the nearest vertical wall of the building.
2. Trees at least six (6) inches in diameter at breast height that are five feet or more from the building foundation (and are not in the driveway location) shall not be removed unless dead, damaged severely, or dying unless permission is granted by the ARB.
3. Trees at least four (4) inches in diameter at breast height shall not be removed without prior permission from the ARB. Anyone violating provisions of numerals two or three shall pay a fine of \$100.00 for each tree removed without permission.
4. Finished floor elevation and lot drainage plans for each proposed house must conform to the "Neighborhood Grading and Drainage Plan" on file at the ARB office.
5. Off street parking of at least 400 square feet must be provided for each house.
6. Minimum building square footage requirements for each as set forth in the Covenants and Restrictions of Lake Shore must be met (see also Article VI, section 5).
7. Walks and patios shall be made of wood, stone, brick, or concrete only.
8. Driveways and parking pad extensions shall be paved with concrete only. The parking pad extension must not encroach upon another lot.
9. Landscaping plans for approval by the ARB shall meet or exceed the U.S. Department of Housing and Urban Development Standards, and must reflect that a lot will be planted with at least 15 pieces of shrubbery and/or trees visible from public view (existing trees on lot frontages are excluded in this number.) Sodding of the front yard extending from the front elevation of the house to the street is required. Houses built on corner lots must also have sod on the side yard that faces the street or roadway. The sod will extend from the side elevation of the house to the street. The backyard is not required to have sod.

**IMPORTANT:** Builders, Please be aware that failure to comply may result in work stoppage or Legal action.

### C: Review Procedure

For all new construction, the following documents must be submitted

In duplicate:

NOTE: The ARB recommends that ARB approval of plans be  
Obtained before plans are submitted to FHA and  
VA offices.

a. **Site plan, drawn at 1" = 20" or larger, including:**

Drainage Plan

Building Plan

Grade elevations at all corners of the lot

Location of curb cuts

**Location of side walks, patios, driveway, including:**

Material

Foundation Plans

Areas to be landscaped and approximate number of  
plantings

Service yard location and fencing specifications

Location of secondary buildings

b. **Floor plan, drawn at a scale of ¼" = 1' 0",  
including:**

All exterior dimensions

Delineation of heated and non-heated areas

Window and door symbols

c. **Building elevations, including:**

Front, side, and rear views for primary and secondary  
buildings

Specifications of exterior materials

d. **Details:**

**Fences and free standing wall samples, including:**

Color and materials, unless they have been pre-  
approved by the ARB, in which case reference must  
be made to particular colors and materials.

**NOTE:** The ARB will review plans and specifications and may make some  
recommendations on how to meet minimum standards, but the Board's functions  
do not include the designing or redesigning of structures and lot improvements.



### **Section 3: General Guidelines**

#### **A: Approval**

All plans should be submitted to the ARB. The ARB will notify the resident of the ruling within thirty (30) days after the receipt of the plans.

#### **B: Accessory Structures**

The term accessory structure, as used herein, is defined as any structure built to provide protection from the elements of weather and is not permanently attached to the principle residential structure in the lot. Accessory structures are structures that are customarily incidental and subordinate to the principle residential use. Accessory structures include but are not limited to primary and incidental storage, doghouses, animal pens, tool sheds, boathouses, green houses, etc....

1. All accessory structures must conform to the following general guidelines:
  - a. The design and appearance must maintain a harmonious relationship with principal residential structure on the lot.
  - b. Accessory structures shall not exceed the height of the principle residential structure on the lot.
  - c. The cumulative square footage of the primary and any accessory structures located on any residential lot shall not exceed maximum lot coverage allowed by the Chatham County Code.
  - d. Accessory structures shall be in the rear yard only and shall comply with the rear and side yard setback requirements established in the appropriate subdivision's Covenants and Restrictions.
2. No carports are allowed.
3. An accessory structure should be constructed in the same style and of the same material and color as the principle residential structure on the lot. All portable accessories shall be fully enclosed by a privacy fence of not less than six feet in height.
4. Accessory structures shall comply with all appropriate municipal codes and shall be maintained to the same standard as the principle residential structure on the lot.

## C: Restrictions on Further Subdivisions

No lot upon which a dwelling has been constructed shall be further subdivided or separated into smaller lots by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

## D: Exterior Equipment

### 1. Fences:

- a. All fence construction within Lake Shore shall be unpainted pressure treated wood, built in "shadow box" design. All fencing must be at least fifteen feet from the front elevation of the primary structure on the lot.
- b. All fencing on lake front lots must taper down to four feet at or around the rear patio. Consult ARB for placement.
- c. Fences shall not extend to the front of a lot from the front elevation of the principle residential structure on the lot. Exceptions to this guideline may be granted by the ARB for fence segments designed for decorative or ornamental use.

2. Mailbox stands shall conform to the standard for the subdivision.
3. Play equipment shall be permitted in the rear yard of the house only with the exception of basketball goals, which are permitted in driveways
4. Parking of boats, trailers or recreational vehicles shall be in an enclosed garage or in the backyard enclosed by a fence built to the required height.
5. No commercial vehicle over  $\frac{3}{4}$  ton shall be parked overnight within Lake Shore.
6. No vehicle or motor vehicle shall be parked in back yards unless concealed by a fence. No motor vehicle may be parked in the front yard of any residence unless upon a paved driveway leading directly from the roadway to the resident's garage. No parking will be allowed upon any unimproved surface, including but not limited to grass and dirt surfaces.
7. Window air conditioning units shall not be permitted.
8. Visible antennas shall not be permitted.

9. Satellite dishes shall not be permitted unless approved in writing by the ARB. In considering a property owner's request to install a satellite dish, the ARB shall consider such factors as the size of the dish, its proposed location, the presence of a privacy fence or natural buffer concealing its presence, its propensity to block a neighbor's views, and any other factor which, in the opinion of the ARB, relates to the aesthetic acceptableness of the dish. Any satellite dish installed on property prior to the establishment of this guideline must be removed upon a change of ownership of such property unless the property owner complies with this guideline beforehand.

#### **E: Nuisances**

No nuisance shall be permitted to exist or operate upon any property, which may be detrimental to any other property on the vicinity thereof or to its occupants.

1. **Animals:** The prevailing Port Wentworth City Leash Laws will apply, and Port Wentworth City Enforcement Resources shall be utilized for enforcement thereof.
2. **Business Activity:** The prevailing Port Wentworth City Zoning Ordinance shall apply to the restriction of any business activity in a Planned Unit Development District.
3. **Maintenance of Vehicles:**
  - a. Any motor vehicle which has been left unattended on a public street for at least five days shall be removed to a garage or other place of safety if it is reasonably determined that the person who left such motor vehicle unattended does not intend to return and remove such motor vehicle. Further, any motor vehicle, which has been left unattended on a public street, shall immediately be removed to a garage or other place of safety when such motor vehicle poses a threat to public health or safety.
  - b. **Maintenance of Vehicle:** Extended maintenance of vehicles, abandoned vehicles or trailers, trash, or any other practice, which constitutes a disruption of the intent and harmony of the community, shall be prohibited.
  - c. Any motor vehicle which has been left unattended on any common property of the Association for a period of not less than thirty days without anyone having made claim thereof shall be removed to a garage or other place of safety.



- d. Any motor vehicle parked on private property, which does not have affixed a valid, current state motor vehicle tag, must obtain from the Chatham County Inspection Department a permit and decal for the possession of said motor vehicle. No property owner shall allow more than one such vehicle on his/her property at any given time. This restriction does not apply to vehicles, which are in an enclosed building on private property.

#### **F: Maintenance of Property**

1. All property in Lake Shore shall be kept in good order and repair and free of debris including, but not limited to, the painting or other appropriate external care of all buildings and other improvements in a manner with such frequency as is consistent with good property management.
2. No property owner shall allow any weeds and/or rank vegetation to exist on his/her property, which endangers the public health or welfare of the other property owners of the Association. The words "weeds and/or rank vegetation" as used herein shall specifically include, but not limited to, weeds and grasses causing hay fever; those plants which serve as breeding places for mosquitoes or as a refuge for snakes, rats, or other vermin, or as a hiding place for filth; and any growth that creates a fire or traffic hazard or an annoyance due to unsightliness. Whenever there exists on any lot, tract, or parcel of land any weeds and rank vegetation which measures one foot in height and within 150 feet of any building, structure, or dwelling or recreational area, the Association shall notify the property owner or occupant of such property to cut or remove such weeds and/or rank vegetation. If the property owner or occupant receiving notice fails to have the weeds and/or rank vegetation cut or removed from his/her property within ten (10) days after such notice, the Association shall effect the cutting and removal of such weeds and/or rank vegetation and charge the expense thereof, including labor and equipment costs, to the owner or occupant. Charges and expenses entailed in the cutting and removal of such vegetation shall be assessed against the owner, occupant, or other person as may be liable therefore. Such assessments are due immediately after such work is completed and the Association shall file and have recorded a lien in the office of the Clerk of the Superior Court of Chatham County, Georgia, against the property in question which may be foreclosed upon for the collection thereof.



#### **Section 4: Resubmissions**

Any modifications or additions to approved plans and specifications must be submitted to the Chairperson of the ARB for approval. If any part of a previous submission was disapproved, then the corrected items shall be submitted to the Chairperson of the ARB for board review.

If resubmissions are not rejected within fifteen (15) days of the time all documents are delivered to the Chairperson, then any resubmissions shall be deemed approved.

#### **Section 5: Special Powers of the Chairperson**

If a matter set forth herein requires action set forth by a quorum of the ARB, and the Chairperson is unable to assemble a quorum of the Board within thirty (30) days for initial plan approval, or fifteen (15) days for resubmission approval after giving proper notice to all members, then the Chairperson and any other members he/she is able to assemble within twenty-four (24) hours by phone quorum shall have the power to rule on the matter at hand.

#### **Section 6: Meetings**

The ARB shall meet as needed. If there are submissions or resubmissions requiring review, the Chairperson shall notify members at least twenty-four (24) hours before the meeting. Special meetings shall be called at the Chairperson's discretion between the hours of 9:00 AM and 9:00 PM Monday thru Friday by giving all members two (2) days notice.

#### **Section 7: Variance**

A variance to any Architectural Guideline, restriction, or procedure can only be obtained by ARB approval of a written petition to the ARB.

The petition shall state the nature of the variance, which guideline, restriction, or procedure the petitioner wishes waived, and a short statement as to why the variance should be granted.

## **Section 8: Amendments**

These guidelines may be amended by a two-thirds vote of the ARB and a two-thirds vote of the Board of Directors. In the event the Board of Directors fails to approve, modify, or disapprove within thirty (30) days after submission, approval shall be deemed granted.

## **ARTICLE XI: MANAGEMENT**

The Lake Shore Homeowners' Council has contracted with Professional Management & Inspections, Inc. (PMI) to manage the organization at the direction of the council.

The phone number is given for contacting the Management. All complaints, questions, or comments should be made to the Management. If there are any questions concerning issues other than what the Management service has contracted for they will be forwarded to the proper individual.

**The 24-hour phone number 912-961-1544.**