

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF NEW HAVEN SUBDIVISION
PHASE 2, SECTION 1
THIS DECLARATION OF
PROTECTIVE COVENANTS made
and published this 3rd day of June 2019,
by WINGATE CUSTOM HOMES LLC,
(hereinafter referred to as
"Declarant.").**

WITNESS WITH THAT, WHEREAS, the Declarant is the owner of all of the lots in a subdivision known as New Haven, Phase 2, Section 1, and being shown on a plat of survey of said subdivision recorded in Plat Book 80, Page(s) 344, Clerk's Office, Houston Superior Court; and **WHEREAS**, it is to the interest, benefit and advantage of the undersigned, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be the covenants running with the land; **NOW THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Declarant, and each and every owner of lots in said subdivision, the Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant for a period of Twenty (20) years from the date hereof and said covenants may be extended for successive periods often (10) years unless an instrument signed by a majority of the then Owners of the lots have been recorded agreeing to change said covenants in whole

or in part as hereinafter provided, to-wit: **LOTS TO WHICH COVENANTS SHALL BE APPLICABLE**. These covenants shall be applicable to all lots shown on a plat of survey referred to herein above of New Haven Subdivision, Phase 2, Section 1. Declaration of Protective Covenants - New Haven, Phase 2

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No lot shall be used to carry on any commercial enterprises of any nature or kind. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than two (2) automobiles.

All structures shall be of conventional construction with vinyl siding exteriors. Mobile homes, modular homes, DCA homes, log homes or pre- assembled structures are prohibited. All roofs shall have a pitch of not less than 7/12, and Weathered Wood black or gray architectural shingles shall be allowed.

**ARCHITECTURAL CONTROL OF
OUTBUILDINGS, ADDITIONS, &
OTHER**

A. No temporary building, trailer, garage or building under construction shall be used temporarily or permanently as a residence on any lot and must have prior written authorization from the Architectural Control Committee prior to placement on the premises.

B. All temporary buildings shall be constructed of materials that are consistent with the quality, appearance and workmanship of the main dwelling. All room additions and added structures and additions of any type or nature whatsoever shall be required to conform

to applicable minimum City of Perry code requirements as well as the minimum code requirements of Houston County and the State of Georgia. All storage sheds or outbuildings used primarily for storage shall conform to all applicable code requirements and shall not exceed a maximum building size of 10° × 12' unless approved by the Architectural Control Committee. No structure, out building or storage building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

C. No fence or wall shall be erected, placed or altered any lot nearer to any street than the minimum building set-back lines unless similarly approved, but this requirement will be less strict for corner lots. As stated, no fence or wall of any kind shall be erected, maintained or altered on any lot without prior written approval of the ACC of plans and specifications for such fences and walls. No chain link fence shall be allowed. Proper maintenance of fences and gates is required and will be enforced by ACC. Proper maintenance shall include, but not be limited to, staining and/or sealing all fences at least bi-annually to maintain an attractive appearance and to protect fence from weathering.

D. Swimming Pools. Above ground swimming pools shall be allowed in accordance with the city, state, and county regulations. Refer to the City of Perry website for specific regulations.

E. Playground Equipment. To provide

uniformity and aesthetic appearance, all playground equipment shall be placed, maintained and confined to the backyard of the home site.

1. Only one basketball net is permitted per household.
2. Must be standing upright, at least ten feet from the curb, and backboards must be intact.
3. A basketball hoop may be laid down on its side if a severe weather watch/warning is issued but must be placed upright within 24 hours of the watch/warning ending.

F. Window air conditioning units shall not be permitted.

G. Clotheslines. No outside clothes lines shall be placed on any lot.

MINIMUM LIVING SPACE AREAS: No dwelling shall be constructed on any lot having less than a minimum of 1499 square feet of heated and cooled living space, exclusive of porches, basements, terraces, garages, carports, and other buildings, unless prior written approval of the same in secured from the Architectural Control Committee.

BUILDING LOCATION: No building shall be located on any lot nearer than the building lines recited on the plat of said subdivision recorded at Plat Book 80, Page(s) 344, Clerk's Office, Houston Superior Court. For the purpose of this covenant, eaves, steps, carports, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The restriction set out in this paragraph may be altered, varied or waived on an individual lot basis by approval from the Architectural Control Committee, if it

so decides to approve the same.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities which are reserved as shown on the aforesaid recorded plat of survey.

NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanent.

SIGNS. No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one square foot, one sign of any more than five (5) square feet advertising the property for sale or rent or signs by builder to advertise the property during the construction and sales period.

STREET LIGHTING. As a benefit to each of the owners of lots in said subdivision, public street lighting shall be furnished in said subdivision and the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corporation, its successors and assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

ANTENNAE, TOWERS, SATELLITE DISHES, ETC. No Satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals, shall be placed on any lot, unless the same shall be placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.

OIL AND MINING OPERATIONS. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Declaration of Protective Covenants - New Haven, Phase 2

ANIMALS, LIVESTOCK, POULTRY AND REPTILES. No animals, livestock, poultry or reptiles of any kind whatsoever shall be raised, bred or kept on any lot except that dogs, cats or other domestic household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. Nothing to the contrary notwithstanding, no owner or occupants of any residence shall at any one time have on the premises a total of more than three (3) dogs or three (3) cats, except if said dog or cat shall give birth to puppies or kittens whereupon the owner or occupants of said residence shall have a period of twelve weeks from the date of birth of said puppies or kittens during which this provision shall not apply in order that said puppies or kittens can be relocated in

an orderly and humane manner. No animals shall be kept on any lot in such a manner as to create a nuisance or disturbance to the other lot owners, or violate any law, ordinance or regulations of the State of Georgia, the City of Perry, Houston County or other applicable regulatory or governmental agency.

SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

CONDITION OF LOTS, All lots shall be maintained so that no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises. In the

event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects such as junked vehicles, then the Declarant or the Committee may enter upon said lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of Declarant or the Committee and against such lot for the full amount of said removal and shall be due and payable within thirty (30) days after the owner is billed therefore.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street within the subdivision or adjacent to the subdivision at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee. Declaration of Protective Covenants

VEHICLE PARKING & STORAGE. No vehicle shall be parked on any street in the subdivision or in any front or back yard. All vehicle tires must be on the concrete surface. No motorcycles, trailers of any sort, motor-homes, campers, boats, other recreational vehicles, and no trucks exceeding three-quarter (3/4) ton shall be kept or stored on any part of said lots except

(a) within an enclosed garage or
(b) at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such vehicles shall require the prior approval of the Architectural Control Committee.

CLUSTER MAILBOXES. The subdivision is serviced through a collection box unit ("CBU"). The land on which the CBU is located will be owned by declarant and, when Declarant decides to do so, by the Association. If the CBU unit which services the Lot undergoes maintenance or is repaired at any time, each Lot Owner agrees to pay to the ACC or the HOA or Declarant, whoever repairs or maintains the CBU, the quotient of the total cost of the repair or maintenance and the number of Lots serviced by the CBU ("CBU Maintenance Fee"). Said CBU Maintenance Fee shall be paid within thirty days of notice of the CBU Maintenance Fee. If any Lot Owner fails to pay the BU Maintenance Fee within thirty days of notice, the HOA, ACC, or Declarant, as appropriate, may take all available legal action to recover the fee including but not limited to, placing a lien on the Lot, which lien can include the CBU Maintenance Fee, filing fees, and reasonable attorney's fees. If Declarant, the HOA, or the ACC elect to take legal action without placing a lien on the Lot Owner's property, Declarant, the HOA, or the ACC may recover all filing fees and reasonable attorney's fees in addition to the CBU Maintenance Fee.

VIOLATION FINES

1st offense- written warning and 10 days to comply with covenants
2nd offense- \$50 fine and 30 days to pay

fine
*18% fee charged if fine is not paid within 30 day time period
3rd offense- Additional \$75 fine and 30 days to pay fine
*18% fee charged if fine is not paid within a 30 day time period. Additional offenses non-payment previous fines will result in a lien upon the property

POND AND BOATING RESTRICTIONS.

(a) In General. The pond as shown on Plat Book 80, Page 344, shall be subject to the provisions.
(b) Reservation of Right in Developer to Change Water Elevation in Pond. Declarant reserves to itself and its successors and assigns, the right to raise and lower the elevation of the Pond for maintenance purposes or flood prevention, but neither the Declarant nor any successor or assign of the Declarant shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said Lake to an elevation above that indicated on said Development plats.
(c) Docks. Piers, Boathouses, etc. No pier, dock, boathouse or other structure may be constructed on or contiguous or adjacent to the Pond without the prior written consent of the Declarant and approved by the Architectural Control Committee.
(d) Boats. There shall be no gasoline operated motorboats or recreational equipment on the lake.
(e) There shall be no hunting or discharge of firearms allowed on the Pond and no person not a member of the Association shall be allowed to fish on the Pond except in the

presence of an Association member.

(f) No more than two (2) visitors may fish with a member at any time. There shall be no commercial fishing allowed on the Pond and no netting or seining of fish shall be allowed.

(g) It is the intent of the Declarant to maintain the abundant wildlife and waterfowl on the lakes and, in particular, their nesting facilities, and Declarant hereby directs the purchasers to continue to maintain the natural habitat and nesting areas.

(h) Limited Access. Access to and use of the Drainage and Pond Access Easement, shown on Plat Book 80, Page 344, Clerk's Office, Houston Superior Court, shall be limited to the following: Lots A54, A55, A56, A57, and A58. Said owner(s) of said lots must accompany any guests of owners) of the above lots or resident at any time they are on the Pond.

ARCHITECTURAL CONTROL COMMITTEE.

(a) *MEMBERSHIP.* The Architectural Control Committee is composed of one HOA Board Member with 2 non-board member residents. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant and because of such lack of compensation shall not be accountable to other lot owners in the subdivision while acting in their official capacity as a member of the committee. The Homeowners Association shall appoint the members.

(b) *PROCEDURE.* All plans must be submitted to the committee for approval.

The plans must be to scale, include all elevations and must be larger than 8.5" x 11". A list of all finishes, (interior and exterior), must be submitted to the committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specification have been submitted to it, or in the event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

DECLARANT'S RIGHT TO AMEND.

In addition to any waivers and variances hereinbefore provided for, Declarant reserves the right to amend, alter, or modify any of said restrictions in these protective covenants and to resurvey and portion thereof at his sole discretion.

REMEDIES FOR VIOLATIONS.

For a violation or a breach of any of these protective covenants by any person claiming by, through, or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce anyone or more of the protective covenants shall not bar their enforcement at a later date.

SEVERABILITY. Invalidation of any of these covenants by judgment, court order, or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

COVENANTS FOR ASSESSMENTS.

The Declarant for each lot, tract or parcel of land owned by it within the New Haven Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to the covenant to pay to the New Haven Phase 2 HOA, Inc., (the Association), a corporation organized and existing under the Code of the State of Georgia such assessments as hereinafter set forth. The Association shall be the entity responsible for management, maintenance, operation, and control of the common areas. The Association shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its Declaration of Protective Covenants - New Haven, Phase 2 functions in accordance with the Governing Documents and the laws of the State of Georgia. Every Owner shall be a Member of the Association. There shall be only one membership per lot. When the Declarant becomes a minority owner of the entire subdivision the individual lot owners shall assume responsibility for the application of said Association. The following general and special assessments to wit shall be managed by Declarant until the Declarant becomes the minority owner;

(a) VOTING RIGHTS. The Association shall have two classes of voting membership: Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such a lot shall be prorated and exercised equally between owners unless they among themselves determine

otherwise, but in no event shall more than one vote be cast with respect to any lot. Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals 95 percent of the total number of lots within all sections of the subdivision of which the subject property is a part, when fully developed.

(b) GENERAL ASSESSMENT. Each lot owner shall be assessed a prorated-portion of the actual cost by the Association and/or Declarant for the maintenance of the entrance sign, fence, landscaping, light posts and lighting expense, and any amenity areas. The annual assessment shall not exceed \$125.00 per lot unless otherwise approved by a majority of the then owners of the lots within the New Haven Subdivision.

SPECIAL ASSESSMENT ON SALE. A special assessment in the amount of \$175.00 shall be paid by the Purchaser, upon each conveyance of each lot in the subdivision, beginning with the conveyance from the Declarant to any purchaser. There shall be exempt from this assessment any conveyance to a general contractor engaged in the business of residential construction who does not intend to occupy the property conveyed. Thereafter, upon each conveyance of any lot, there shall be a special assessment due in the amount of \$175.00. The assessment shall be held and invested by the Declarant/Association for the purposes and uses hereinafter set forth.

PURPOSE OF ASSESSMENT. The assessment levied and collected by the Association. Declarant shall be used

exclusively for the purpose of promoting the comfort, safety and welfare of the owners of lots in the New Haven Subdivision, and for the payment of the costs of maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts and lighting expense, landscaping and fence maintenance, and any amenity areas, the playground and the parking area.

DUE DATE OF ASSESSMENTS. The general assessment shall be due and payable in annual installments beginning the first January after the initial sale of the finished home. The general assessment shall be due and payable annually on the 15th day of January and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Association.

OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The assessments provided herein shall be the personal and individual debt of the owners) of the property covered by such assessments. In the event of default in the payment of any such assessment, the owners) of the property shall be obligated to pay interest at the rate of fifteen percent (15.00%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this paragraph but unpaid, shall, together with interest as provided in sub paragraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property

covered by such assessment, which shall bind such property in the hands of the owners), and their heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition on improvement of the property in question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owners) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owners) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power

to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

EXEMPTIONS. The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of or improvements to the subject lot, tract or parcel, whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of the security deed or is made by the mortgagee who has acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure. All properties owned by the Declarant shall also be exempt. Per the New Haven Phase 2 HOA Conditions, Covenants and Restrictions, Article 17,

MAINTENANCE/CONDITION OF LOTS.

All owners are responsible for the following:

- A. Removing all litter, trash, dead vegetation, refuse and waste.
- B. Lawn mowing so the lawn is no higher than 6”.
- C. Tree and shrub pruning.
- D. Watering landscaped areas.
- E. Maintaining Flower Beds.
- F. Keeping exterior lighting in working order.
- G. Keeping lawn and garden areas alive, free of weeds, and attractive.
- H. Keeping driveways in good repair.

I. Repairing exterior damage to all improvements (home, garage, outside storage, etc.).

J. Keeping right of way areas on the front and side streets of individual lots maintained.

*For full text, refer to the Covenants, Conditions and Restrictions of the Circle New Haven Phase 2 Subdivision, Article VI,

MAINTENANCE. “Design Guidelines” shall mean and refer to standards, restrictions or specifications for NHP2 that are published from time to time by the Architectural Control Committee. These guidelines shall establish standards for the construction, placement, location, alteration, maintenance or design of any improvements to the Property. The following guidelines are set to assist the NHP2 Homeowners Association and its members in maintaining their front yard property in an attractive manner, as required by the NHP2 HOA. The guidelines are legally non-binding; they are used to provide assistance to members of the NHP2 HOA and enforcers of the NHP2s suggestions and direction for front yard maintenance items.

RESPONSIBILITIES: Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto, in a well-maintained, safe, clean and attractive condition at all times. Required maintenance includes, but is not limited to the following:
Removing all litter, trash, dead vegetation, refuse and waste.

Design Guidelines for litter, trash, dead

vegetation, refuse and waste: Obvious trash, garbage and debris, unused construction materials, brush, yard trimmings, discarded items, items that are broken or beyond repair. Pots that are empty, cracked, contain dead plants. A. Lawn mowing on a regular basis (Maximum grass height for developed properties—6”)

Design Guidelines for Tree and Shrub pruning. A. Shrubs against foundations shall be pruned to allow visibility of the first-floor windows; the ideal is visibility of at least 2/3 of the front window surface. B. Dead wood and branches in shrubs and trees should be removed. Tree canopies should be lifted to a height that pedestrians can walk underneath. Tree branches located in the right of way of the lot shall adhere to City of Perry regulations.

Design Guidelines for Watering Landscaped Areas: A. All residents must follow the City of Perry Water Conservation Ordinance which specifies watering days and hours. As long as the City of Perry allows outdoor watering as part of the Water Conservation Ordinance, owners are expected to supply water to their front yard landscape vegetation, and keep their landscapes alive

The Design Guidelines for Lighting. A. Replacing light bulbs that have gone bad with new bulbs. Need to have matching color temperature.

Design Guidelines for Keeping Lawn and Flower Beds Alive, Free of Weeds, and Attractive: New Haven Phase 2 HOA had an original landscape plan that was approved by the Architectural Control Committee through the builder at the time of home construction. Substantial variations

The plan requires a new approval from the Architectural Control Committee. A. Areas that are required to be landscaped are front yards, side yards, and Flower Beds. Flower beds must be properly maintained every year. Must not have the bottom of flower beds showing or a weed barrier visible. B. Potted plants may not be used for foundation screening or utility box screening. C. Foundations shrubs and utility box screening shrubs are required to be evergreen shrubs, planted no further than 36” on center and able to create a solid screen within one growing season. D. Bare spots in grass should be replaced. Keeping front yards attractive is often a subjective standard. In order to comply with neighborhood standards front yards should appear neat, uncluttered and maintained. E. Owners are encouraged to move statuary, unused or excessive pots, and personal items to the back yard. Owners with excessive numbers of pots, objects, and yard art that visually obstruct the permanent landscape and/or attempt to substitute for permanent landscaping shall be subject to plan submission and review by the Architectural Control Committee.

Design Guidelines for Front Yard Patios: require a written approval from the Architectural Control Committee.

Design Guidelines for Signage: Signage should follow the requirements of the NHP2s. A. No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one square foot, one sign of any more than five (5) square feet advertising the property for sale or rent or signs by builder to advertise the property during the construction and

sales period.

B. No signage should be nailed or otherwise attached to trees and must be in flower beds not Front yard. Exceptions HOA yard of the month sign.

The Design Guidelines for Driveways:

A. Driveways should be cleaned to remove mold, mildew, weeds, and excessive stains.

B. Driveway joints should be properly maintained with wood strips that are not cracked, split or removed.

C. All vehicles must be parked on the driveway (all tires on concrete) or in the garage. Motor vehicles parked in the yard are prohibited. (No Exceptions).

D. Vehicles must be operable, registered, and insured, or covered as not to be a distraction from the home.

Design Guidelines for Government Health and Police Requirement: Complying with all government health and police requirements: There are no Design Guidelines for government health and police requirements.

The Design Guidelines for repair of exterior damages.

A. Exteriors of all houses and fences should be clean and free of mold and mildew.

B. Wood, and siding surfaces should be cleaned and painted to replace chipping, peeling and faded paint.

C. Fence pickets should be in good condition, not warped, cracked or missing. If you are replacing your side and rear fence with the same fence, ACC approval is not required. If the property backs to a common area and your fence abuts a major boulevard, please check the fence guidelines and submit your proposed fence for review. Changes in type or height of fence requires written approval from the Architectural Control Committee.

D. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Replacement screens of a different color must be reviewed by the Architectural Control Committee.

Approved by the New Haven Phase 2 HOA Board on Friday, April 4, 2025.