

EXHIBIT "C"

BYLAWS

OF

PIERCE POINTE COMMUNITY ASSOCIATION, INC.

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BYLAWS

OF

PIERCE POINTE COMMUNITY ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Pierce Pointe Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have one (1) class of membership, as is more fully set forth in that Declaration of Protective Covenants for Pierce Pointe (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

Association; Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) a notice of each annual or special meeting of the Association stating the time and place where it is to be held

and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of twenty-five percent (25%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Action Without A Formal Meeting. Any action to be taken at a meeting of the members or any action that may be taken at a meeting of the members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the

minutes of meetings of members filed in the permanent records of the Association.

Section 11. Action By Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of five (5) years after the date of the recording of the Declaration; (b) the date on which sixty-seven (67) Lots shall have been conveyed to Persons who have not purchased such Lots for the purpose of construction of a residence and resale of such Lot and residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or residents in the Community.

Section 3. Number of Directors. The Board shall consist of three (3) members.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Initially the term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors at a meeting. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of

business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

Section 17. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, or the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000.00) outstanding debt at any one time.

Section 21. Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend a member's right to use any part of the Common Area unless and until the following procedure is followed:

(a) Notice. Written notice shall be served upon the violator by first-class or certified mail sent to the last address of the member shown on the Association's records, specifying:

(i) the nature of the violation, the fine or suspension to be imposed and the date, not less than fifteen (15) days from the date of the notice, that the fine or suspension will take effect;

(ii) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine or suspension imposed;

(iii) the name, address and telephone numbers of a person to contact to challenge the fine or suspension;

(iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(v) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine or suspension shall be imposed prior to the date that is five (5) days after the date of the hearing.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in their judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V Committees

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. Amendment. These Bylaws may be amended by the Board of Directors (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation

or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) if such amendment is solely to Article III, Section 2(b) hereof changing the number of Lots referenced therein because the total number of Lots planned for the Community has changed. In addition, these Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote; provided, however, that the U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

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PIERCE POINTE HOMEOWNER'S ASSOCIATION
Post Office Box 930
Suwanee, Georgia 30024

March 1, 1999

To All Homeowners:

The following *GUIDELINES* were approved by a majority of the homeowners who attended the March 1, 1999 Homeowner's Meeting held at Old City Hall Suwanee.

The Architectural Committee will strongly enforce these provisions and urge all Pierce Pointe Homeowners to read and follow these guidelines.

Pierce Pointe Architectural Committee

DESIGN GUIDELINES FOR PIERCE POINTE

PURPOSE

The Declaration of Protective Covenants for Pierce Pointe ("Declaration") provides for a design review process through which all development in Pierce Pointe must be approved. This design review process is implemented by an Architectural Review Committee ("ARC"). The ARC is responsible for reviewing and monitoring the design of all new development within Pierce Pointe. The following Design Guidelines have been established by the ARC in order to create and maintain a community of high esteem and visual harmony. These Design Guidelines supplement and amplify the Declaration. Homeowners are urged to study these guidelines, as well as the Declaration. In the event of a conflict between the Declaration and these Design Guidelines, the Declaration controls. The ARC reserves the right to change these Design Guidelines from time to time.

PLAN APPROVAL PROCEDURE

No construction may begin until approval of the plans for such construction has been granted by the ARC. The approval process begins by submitting to the ARC two sets of the following items in acceptable form. One set will be retained by the ARC other set, when approved, will be returned to the owner.

1. Architectural plans (1/4" = 1'0"), showing the floor plan(s) and all front, rear and side elevations. All proposed changes must be clearly marked. All elevations must show the approximate finished gradelines derived from the actual topography of the lot. All garages shall have doors, and no carports shall be permitted.
2. Exterior finish schedule, indicating roofing materials, siding, brick, stucco, stone and all other exterior materials, finishes and textures. These may be noted on the architectural plans and elevations.
3. Site plan (1" = 20.0"), showing the location of all proposed structures, building setback lines, driveways, walks, retaining walls, and open space, all clearly indicated in their appropriate location and to scale. Indicate areas to be landscaped and areas to be left natural.

Before clearing or construction can commence on any lot, the homeowner must stake the modifications in its proposed location. It is the homeowner's responsibility to check for all setbacks and conform to the approved site plan and government building codes.

4. Exterior color schedule, indicating roofing colors, stucco colors, brick and mortar selections, siding and trim colors must be approved. The ARC may require samples of the above selections to be furnished by the homeowners. A representative of the ARC is available to consult on exterior color selection at no expense to the homeowner.

Important Note:

No cutting of trees, clearing, ditching, storing of materials, construction or other work shall begin on any lot until the following steps have been completed:

1. Homeowner has submitted a site plan to the ARC.
2. ARC has approved the request.

ARCHITECTURAL GUIDELINES

1. All roofing materials shall be a minimum of a 20-year asphalt or fiberglass shingle in colors and textures approved by the ARC. Samples may be required. Roof pitches shall be 8 in 12 minimum unless approved otherwise.

2. Siding materials shall be wood, vinyl, hardiboard, or hardboard lap siding. All wood exteriors must be painted and maintained in uniform color. All color changes must be approved by ARC.
3. All brick and mortar selections must be approved by the ARC. Samples may be required.
4. All stucco and synthetic stucco colors and textures must be approved by the ARC. All stucco must be painted.
5. All exposed concrete block or poured concrete foundations and retaining walls must be painted, veneered with natural stone, brick, siding, or stucco to compliment the house. If the siding is not stucco, stucco cannot be used to cover just the exposed front foundation. No retaining wall shall rise above the finished grade elevation of the earth embankment so retained.
6. All sheet metal work (roof caps, flashing, vents, chimney caps) must be painted to match the roof. Metal gutters and downspouts must be painted in approved colors. Place all roof stacks and plumbing vents on rear slopes of roofs.
7. No exterior antennas of any kind will be allowed on any house. Any satellite dish must be at maximum of 24" in diameter and must not be visible from the street elevation. Written consent must be granted by the ARC prior to installation.
8. The location and design of all solar heat collectors must be approved by the ARC.
9. All proposed improvements, additions or alterations must be submitted to the ARC for approval, and written approval given before work is begun.
10. The homeowner shall confine any and all construction, construction materials, and debris to his/her lot. Clearing debris (i.e., stumps, trees and rocks) and construction materials shall be regularly removed in order to keep house and lot in an accessible and saleable condition. The homeowner must maintain the house and lot in an attractive manner until the house is sold and closed. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate.

LANDSCAPING GUIDELINES

1. No trees larger than 4" in diameter shall be removed without the prior written consent of the ARC except for diseased or dead trees, or for safety reasons as determined by the homeowners.
2. Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. Front yards must be sodded with grass. A minimum road shoulder of sod 6' - 10' wide is required running from lot line to lot line. Preserve large natural areas to minimize the amount of sod required. Rear yards may be seeded or treated naturally.
3. All driveways and parking areas must be paved with materials approved by the ARC.
4. No chain link or barbed wire fence is permitted without approval by the ARC. Any wood fence shall not extend closer to the street than the rear of the house without approval of the ARC.
5. All mailboxes shall be of a similar style approved by the ARC.
6. All clotheslines, garbage cans, and woodpiles shall be screened.
7. No window air conditioners shall be installed except as may be permitted by the ARC.
8. All above ground swimming pools, hot tubs, and spas must be approved by the ARC.

9. No play equipment may be located other than between the rear dwelling line and rear lot line without the prior written consent of the ARC.
10. A tennis court shall not be constructed on any lot without the prior written approval of the ARC.
11. Exterior sculpture, i.e. bird baths, fountains, art, flags or banners, and similar items visible from the street, must be approved by the ARC. No artificial vegetation of any kind shall be allowed on the exterior of any lot.
12. All signs, except real estate signs, must be approved by the ARC.
13. Yards must be maintained regularly.
 - 1) Grass must be cut at least once every two (2) weeks during the active growing season.
 - 2) Yards must be edged at least once per month during the active growing season.
 - 3) All property must be maintained in a like manner to the community standards.
 - 4) Failure to follow these guidelines will subject the homeowner to maintenance by the association at the homeowner's expense.

IMPORTANT NOTE:

The purpose of requiring submission and approval of plans is to achieve harmony and aesthetic coordination of the development and to secure compliance with the recorded Declaration. The contents of these guidelines, and any actions of the ARC or its agents, are not intended to be, and should not be construed to be, an approval of the adequacy, reasonableness, safety, or fitness for intended use, of submitted plans, materials or construction.

FENCE RULES

All fences shall be constructed in a similar fashion as shown on exhibit "A" attached hereto and made a part hereof by this reference. Any variation must have written consent of the Architectural Review Committee (ARC) before installation. In no event may a chain link or barbed wire fence be installed without ARC approval.

At no time shall any fence exceed a height of 6 (six) feet from ground level.

Any owner who wishes to paint a fence must first have the color approved by the ARC.

PRIVACY FENCES

Fence posts shall be 4" x 4" and fence boards shall be 1" x 6". Any surface visible from the street must show the smooth side out and the frame side must face the interior of the lot. This also helps as a security precaution. Adjacent lot owners may agree to a two sided fence in which case there should be 3 to 4 inches between each board. Each owner is responsible for maintaining their portion of the fence. Owners will have there choice of Ceder, Redwood, or pressure treated Pine boards. The top of each board shall be either flat, scalloped, or rounded.

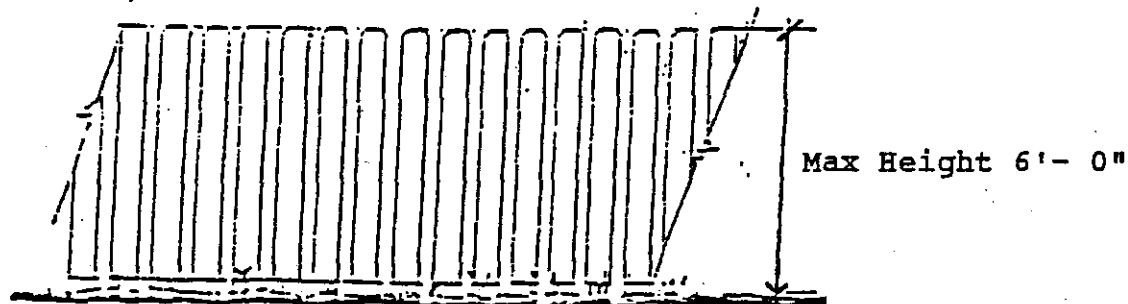
SPLIT RAIL FENCES

Owners may choose from either 2 or 3 rail fence. Wood may be Ceder or Pressure treated pine.

Exhibit "A"

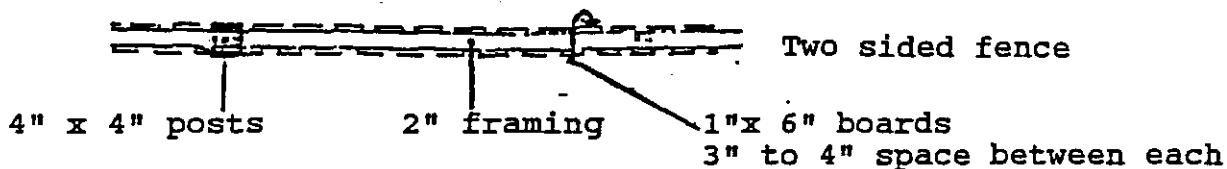
PRIVACY FENCE

Fence tops to be flat, rounded, or scalloped.



Max Height 6'- 0"

Space shown as two sided fence.

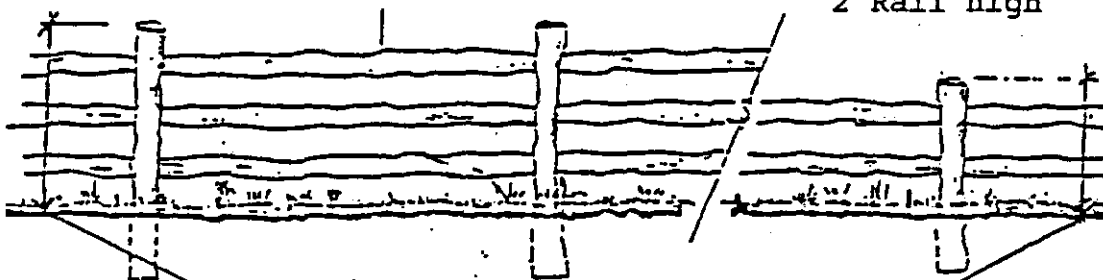


Two sided fence

SPLIT RAIL FENCE

3 Rail high

2 Rail high



Approx. height 48"

Approx. height 38"

Parking Guidelines effective 6/1/2002:

- Garage spaces are to be used first.
- If a home has more vehicles than garage spaces, up to 4 non-commercial cars/trucks may be parked on the driveway. These cars/trucks may not block a walkway. And no portion of the vehicles should extend into the street. Effort should be made to ensure the vehicles are in an orderly fashion. If you need to use more driveway spaces, please contact the board.
- No street parking is allowed.

COMMERCIAL VEHICLES:

Any of the following types of vehicles are considered commercial vehicles and are not to be parked outside of a garage in Pierce Pointe:

- Trucks or other large vehicles with a gross vehicle weight over 9,000 pounds
- Any vehicle with commercial writing
- Any vehicle with work equipment on it's exterior (ladders, pipes, etc.)

Procedure for parking violations:

1. The designated Covenants Compliance Official or Board Member will notify parking violators of their infractions, or a notice will be placed on the vehicle.
2. After notice has been given via any of the forms mentioned in item #1 above:
 - Any vehicle parked in the street will be towed at the owner's expense.
 - Any commercial vehicle on a driveway will have a daily fine assessed to the homeowner.
 - Any excess non-commercial vehicles on a driveway will have a daily fine assessed to the homeowner.

PIERCE POINTE HOMEOWNER'S ASSOCIATION
Post Office Box 930
Suwanee, Georgia 30024

March 1, 1999

To All Homeowners:

The following *GUIDELINES* were approved by a majority of the homeowners who attended the March 1, 1999 Homeowner's Meeting held at Old City Hall Suwanee.

The Architectural Committee will strongly enforce these provisions and urge all Pierce Pointe Homeowners to read and follow these guidelines.

Pierce Pointe Architectural Committee

DESIGN GUIDELINES FOR PIERCE POINTE

PURPOSE

The Declaration of Protective Covenants for Pierce Pointe ("Declaration") provides for a design review process through which all development in Pierce Pointe must be approved. This design review process is implemented by an Architectural Review Committee ("ARC"). The ARC is responsible for reviewing and monitoring the design of all new development within Pierce Pointe. The following Design Guidelines have been established by the ARC in order to create and maintain a community of high esteem and visual harmony. These Design Guidelines supplement and amplify the Declaration. Homeowners are urged to study these guidelines, as well as the Declaration. In the event of a conflict between the Declaration and these Design Guidelines, the Declaration controls. The ARC reserves the right to change these Design Guidelines from time to time.

PLAN APPROVAL PROCEDURE

No construction may begin until approval of the plans for such construction has been granted by the ARC. The approval process begins by submitting to the ARC two sets of the following items in acceptable form. One set will be retained by the ARC other set, when approved, will be returned to the owner.

1. Architectural plans (1/4" = 1'0"), showing the floor plan(s) and all front, rear and side elevations. All proposed changes must be clearly marked. All elevations must show the approximate finished gradelines derived from the actual topography of the lot. All garages shall have doors, and no carports shall be permitted.
2. Exterior finish schedule, indicating roofing materials, siding, brick, stucco, stone and all other exterior materials, finishes and textures. These may be noted on the architectural plans and elevations.
3. Site plan (1" = 20.0"), showing the location of all proposed structures, building setback lines, driveways, walks, retaining walls, and open space, all clearly indicated in their appropriate location and to scale. Indicate areas to be landscaped and areas to be left natural.

Before clearing or construction can commence on any lot, the homeowner must stake the modifications in its proposed location. It is the homeowner's responsibility to check for all setbacks and conform to the approved site plan and government building codes.

4. Exterior color schedule, indicating roofing colors, stucco colors, brick and mortar selections, siding and trim colors must be approved. The ARC may require samples of the above selections to be furnished by the homeowners. A representative of the ARC is available to consult on exterior color selection at no expense to the homeowner.

Important Note:

No cutting of trees, clearing, ditching, storing of materials, construction or other work shall begin on any lot until the following steps have been completed:

1. Homeowner has submitted a site plant to the ARC.
2. ARC has approved the request.

ARCHITECTURAL GUIDELINES

1. All roofing materials shall be a minimum of a 20-year asphalt or fiberglass shingle in colors and textures approved by the ARC. Samples may be required. Roof pitches shall be 8 in 12 minimum unless approved otherwise.

2. Siding materials shall be wood, vinyl, hardiboard, or hardboard lap siding. All wood exteriors must be painted and maintained in uniform color. All color changes must be approved by ARC.
3. All brick and mortar selections must be approved by the ARC. Samples may be required.
4. All stucco and synthetic stucco colors and textures must be approved by the ARC. All stucco must be painted.
5. All exposed concrete block or poured concrete foundations and retaining walls must be painted, veneered with natural stone, brick, siding, or stucco to compliment the house. If the siding is not stucco, stucco cannot be used to cover just the exposed front foundation. No retaining wall shall rise above the finished grade elevation of the earth embankment so retained.
6. All sheet metal work (roof caps, flashing, vents, chimney caps) must be painted to match the roof. Metal gutters and downspouts must be painted in approved colors. Place all roof stacks and plumbing vents on rear slopes of roofs.
7. No exterior antennas of any kind will be allowed on any house. Any satellite dish must be at maximum of 24" in diameter and must not be visible from the street elevation. Written consent must be granted by the ARC prior to installation.
8. The location and design of all solar heat collectors must be approved by the ARC.
9. All proposed improvements, additions or alterations must be submitted to the ARC for approval, and written approval given before work is begun.
10. The homeowner shall confine any and all construction, construction materials, and debris to his/her lot. Clearing debris (i.e., stumps, trees and rocks) and construction materials shall be regularly removed in order to keep house and lot in an accessible and saleable condition. The homeowner must maintain the house and lot in an attractive manner until the house is sold and closed. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate.

LANDSCAPING GUIDELINES

1. No trees larger than 4" in diameter shall be removed without the prior written consent of the ARC except for diseased or dead trees, or for safety reasons as determined by the homeowners.
2. Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. Front yards must be sodded with grass. A minimum road shoulder of sod 6' - 10' wide is required running from lot line to lot line. Preserve large natural areas to minimize the amount of sod required. Rear yards may be seeded or treated naturally.
3. All driveways and parking areas must be paved with materials approved by the ARC.
4. No chain link or barbed wire fence is permitted without approval by the ARC. Any wood fence shall not extend closer to the street than the rear of the house without approval of the ARC.
5. All mailboxes shall be of a similar style approved by the ARC.
6. All clotheslines, garbage cans, and woodpiles shall be screened.
7. No window air conditioners shall be installed except as may be permitted by the ARC.
8. All above ground swimming pools, hot tubs, and spas must be approved by the ARC.

9. No play equipment may be located other than between the rear dwelling line and rear lot line without the prior written consent of the ARC.

10. A tennis court shall not be constructed on any lot without the prior written approval of the ARC.

11. Exterior sculpture, i.e. bird baths, fountains, art, flags or banners, and similar items visible from the street, must be approved by the ARC. No artificial vegetation of any kind shall be allowed on the exterior of any lot.

12. All signs, except real estate signs, must be approved by the ARC.

13. Yards must be maintained regularly.

1) Grass must be cut at least once every two (2) weeks during the active growing season.

2) Yards must be edged at least once per month during the active growing season.

3) All property must be maintained in a like manner to the community standards.

4) Failure to follow these guidelines will subject the homeowner to maintenance by the association at the homeowner's expense.

IMPORTANT NOTE:

The purpose of requiring submission and approval of plans is to achieve harmony and aesthetic coordination of the development and to secure compliance with the recorded Declaration. The contents of these guidelines, and any actions of the ARC or its agents, are not intended to be, and should not be construed to be, an approval of the adequacy, reasonableness, safety, or fitness for intended use, of submitted plans, materials or construction.