

CH Clifton Heights

Rules, Regulations, and Restrictions
of the
Clifton Heights Condominium Association, Inc.

Adopted August 14, 2005
Revised February 1st, 2008

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1. DEFINITIONS

Except as otherwise defined herein, capitalized terms, as used in this document, shall have the meanings ascribed to such terms in the Declaration. The following terms, abbreviations and definitions apply throughout this document:

“Association” means the Clifton Heights Condominium Association, Inc., its successors or assigns.

“Board” means the Board of Directors of the Clifton Heights Condominium Association, Inc., its successors or assigns.

“Clifton Heights”, “Condominium” or “Community” means the Clifton Heights Condominium.

“Bylaws” means the Bylaws of the Clifton Heights Condominium Association, Inc.

“Common Elements” means all parts of the property of the Clifton Heights Condominium that are not located within the boundaries of a Unit as described in the Declaration of Condominium.

Community-Wide Standard": The standard of conduct, maintenance, and appearance generally prevailing throughout Clifton Heights, or the minimum standards which the Board, and the Architectural Control Committee may establish for Clifton Heights as set forth in the Use Restrictions, Rules, Design Guidelines, Board resolutions, and by examples set forth by the Board, whichever is a higher standard. Such standard may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as needs and demands change in response to, among other things, market factors and environmental concerns or pressures.

Condominium Documents means the Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Clifton Heights Condominium Association, Inc.

"Design Guidelines": The architectural, design, and construction guidelines and application and review procedures applicable to the Properties as promulgated and administered pursuant to Article IV of the Declaration, as they may be amended.

“Declaration” means the Declaration of Condominium for Clifton Heights, a Condominium.

“Lessee” means a person who resides in a Unit pursuant to a Leasing arrangement.

“Leasing” means the regular, exclusive occupancy of a Unit by any person other than the Owner with or without a written lease agreement, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes hereof, occupancy by a roommate of an Owner occupant shall not constitute Leasing.

“Management” means any management company retained by the Board to oversee the daily operations of the Association and its property.

“Member” of the Association means a Unit Owner.

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

“Resident” means any person residing in all or any portion of a Unit for a period of time, including, without limitation, any Owner and any family member or tenant of an Owner.

“Unit” means a portion of the Condominium intended for individual ownership and use, as defined in the Declaration.

2. GENERAL POLICY

This document sets forth the Rules and Regulations of the Association and key provisions of the Declaration and By-laws. These Rules and Regulations were adopted and issued by the Board in accordance with the powers granted under the Condominium Documents. They are established to promote enjoyment of the Condominium by Residents, to protect the value of the Condominium Units, and to assure adherence to the principles set forth in the Condominium Documents. The adoption and enforcement of these Rules and Regulations is based on a policy of non-discrimination on the basis of race, ethnic origin, sex, age, disability, religious affiliation, political affiliation or sexual orientation.

To assure a community of congenial Residents and to protect property values, the entire Condominium property, including the Units and Common Elements shall be subject to these Rules and Regulations. Because the quality of condominium living depends upon group effort and cooperation, Residents are expected to exercise restraint, moderation, tolerance, and consideration in matters of personal conduct and lifestyle that may affect their neighbours.

It is the responsibility of each Owner to assure that all Residents of their Unit and all guests, invitees and licensees of such Residents are familiar with this document.

3. ENFORCEMENT

3.1. General

Pursuant to the Condominium Documents, the Association is authorized to promulgate and enforce these Rules and Regulations and is empowered to employ all remedies afforded under the Condominium Documents and under applicable law for enforcement purposes.

The Association, through the Board, shall enforce these Rules and Regulations. As it deems fit, the Board may authorize any professional association management company it employs to carry out selected enforcement actions of the Board; however, authority to enforce these Rules and Regulations remains with the Board, which shall have final discretion and authority.

These Rules and Regulations shall be enforced fairly and uniformly. If any provision of these Rules and Regulations is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications. These Rules and Regulations are intended to be consistent with, and a further explanation of, the Condominium Documents. All provisions of the Condominium Documents remain in effect and, in case of conflict with these Rules and Regulations, shall prevail.

3.2. Notification of Violations

Any Resident may report a violation of these Rules and Regulations by completing the “Notification of Violation” Form and submitting the form to any Board member. The “Notification of Violation” form may be obtained from Management or downloaded from the Association’s web site. Violations may also be observed and recorded directly by Management.

When any person observes a violation that, in their reasonable judgment, threatens personal injury or property damage, the usual requirement of notifying a Board member is waived and a verbal report may be made immediately to Management.

3.3. Penalties

For any violation, the Board will impose a reasonable monetary fine against the offending party as provided in the Georgia Condominium Act and the Condominium Documents and such fines shall constitute a lien against the party’s Unit until paid.

The Board has established the following schedule of increasing monetary fines to address infractions of the Condominium Documents and these Rules and Regulations:

- First Violation in a 12-month period. A warning letter will be sent with a description of the violation and a reminder of applicable covenants or Rules and Regulations.
- Second violation in a 12-month period. A Notice of Violation will be sent and a \$100 fine assessed.
- Additional violations in a 12-month period. For each additional violation, a notice of violation will be sent and a \$200 fine assessed.
- Continuing Violations. A Notice of Violation will be sent and (except in emergencies that threaten life or property) the Owner/Resident will be given seven (7) days to correct the

violation. A fine of \$25.00 will be assessed for each additional day during which the violation reoccurs or remains uncorrected.

In addition to the penalties listed above, for any violation, the Board, in its discretion, a exercise all other remedies provided for in the Declaration, including, without limitation, the right to bring legal action against the violating Owner/Resident, the right to exercise self-help to correct and abate violations, the right to suspend voting rights and the right to use certain Common Elements.

Any resident receiving a notice of violation may request a hearing in front of the Board of Directors at its next regularly scheduled meeting, provided the request for the hearing is made within 15 days from the receipt of the notice of violation. At such hearing, the violator shall have the opportunity to present any defenses to the alleged violation, and the Board shall thereafter take any appropriate action(s) on the matter.

If it becomes necessary for the Association to take legal action to enforce or remedy any violation, the Owner/Resident will be responsible for any and all cost(s) thereby incurred by the Association, including, but not limited to, court costs and the cost of reasonable attorneys' fees actually incurred.

4. USE RESTRICTIONS & RULES

4.1. Animals and Pets

No Resident may keep more than two (2) household pets per Unit. Household pets include dogs, cats, birds, or fish; the Board must approve other animals in writing. Animals may not be kept or bred for any commercial purpose. Pets that are permitted to roam free, endanger the health or safety of others, make objectionable noise, or constitute a nuisance or inconvenience to other Residents shall be removed upon the Board's request. If the Owner/Resident fails to honor such request, the Board may cause the pet to be removed. The Association may assess Owners/Residents for damages caused by their pets to the Common Elements or facilities.

Leashes

Pets must be on a leash at all times when on any portion of the Common Elements. Pets shall be controlled to prevent them from annoying, disturbing or endangering other Residents.

Pet Feces

Residents shall remove any pet feces left by their pets in the Common Elements immediately. The Board or Management will assess fines against Residents who violate this Rule.

4.2. Balconies/Terraces/Entrances

Residents shall keep the Unit's balconies, terraces, and entrances neat, tidy and clean at all times. Residents shall not store, hang or drape on any balcony or terrace any household items

that are visible from the outside of the building. Additionally, no towels, clothing or similar items shall be hung or draped over any porch, balcony or terrace.

4.3. Decorations

No portion of the Common Elements shall be decorated or adorned in any way except with the prior written approval of the Board. This includes the placing of furniture in entranceways to units.

4.4. Garage Doors

As stated in the Condominium Documents, Garage doors must remain closed at all times except for entry and exit by vehicles and except for periods not to exceed two (2) consecutive hours for normal and customary household maintenance activities.

4.5. Garbage and Trash

As stated in the Condominium Documents, no garbage or trash shall be placed or kept on the Properties, except in plastic covered containers. Furthermore trash containers must be 25–40 gallons in size or as required by the applicable governmental authorities, and subject to any Rules promulgated by the Association. Trash containers may be placed in front of Units for collection, with lids securely fastened, no earlier than the day (24 hours) before scheduled trash pick-up and must be removed no later than the day (24 hours) after scheduled trash pick up.

4.6. Household Activities

Resident shall not sweep or throw dirt, trash, rubbish, etc., in such a way as to cause said dirt, trash rubbish, etc., to fall onto the property or ground below. No Resident shall throw or permit to be thrown any substance from windows, balconies, decks or doors of his/her Unit.

4.7. Obstruction To Modes of Ingress & Egress

Sidewalks, entrances, roadways, stairways and the like shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

4.8. Parking & Vehicles

No Parking on Common Areas

Parking on Common Elements is limited to the designated guest parking spaces only. There are three (3) guest spaces located within the gates of the property: one space along the eastern wall near Unit #794; one space next to Unit #750; one space next to Unit #837. Parking on Common Elements in front of Units is not permitted.

Use of Designated Guest Parking Spaces

Visitors must display a visitor's tag in their vehicle when parking in guest spaces. Vehicles that do not display this tag are subject to towing. Additionally, guests are asked not to park in guest parking spaces for more than 5 days at a time. Residents are asked not to park in guest parking.

Vehicles must be parked completely within the painted lines or boundary of the designated guest parking spaces. Any vehicles not parked completely within the lines of the guest parking spaces are subject to towing, booting and/or fines.

Parking Passes

A guest parking pass must be displayed prominently on any vehicle parked in a designated Guest parking space (except for commercial service vehicles), including resident-owned vehicles. Management will be responsible for distribution of guest parking passes.

Deliveries, Commercial Service Vehicles, Construction Equipment

Delivery, commercial service vehicles, or construction equipment may use the Common Areas as needed to complete their work. However, if these vehicles are blocking Residents' ingress or egress to their units, these vehicles must move immediately upon request to allow Residents access to their Units. *For example, if a Resident has furniture delivered and the delivery truck temporarily blocks the garage of another Resident, the delivery truck must be moved immediately upon request of the blocked Resident to allow the blocked Resident access to his/her garage.*

Any delivery, commercial service vehicle, or construction equipment, that constitutes a nuisance or inconvenience to other Residents shall be removed upon the Board's request. If the Owner/Resident fails to honor such request, the Board may cause the offending vehicles or equipment to be removed. The Association may assess Owners/Residents for damages caused by offending commercial service vehicles or construction equipment to the Common Elements or facilities.

Towing

Vehicles in violation of these Rules or the restrictions contained within the Condominium Documents may be towed or booted at the vehicle owner's expense. Violations that may subject vehicles to towing include, but are not limited to, vehicles parked improperly on Common Elements and misuse of guest parking spaces by guests or Residents. The owners of such vehicles shall be responsible for any cost incurred in such towing or booting and any subsequent storage of the vehicle and shall bear the risk of any damage to the vehicle. Under no circumstances shall the Association or its officers, directors or agents be responsible or liable for any loss or damage arising out of or in connection with the towing and/or booting of any vehicle parked in violation of the Condominium Documents or these Regulations. In addition, the Board or the Management may assess fines for infractions of these Rules.

Declarant Exemption

All vehicles owned by the Declarant or the Declarant's agents are exempt from the restrictions described in section 4.9, provided however, that all vehicles owned by the Declarant or the Declarant's agents comply with all applicable state, county, and local laws, ordinances, codes while on Association property.

4.9. Personal Items on Common Elements

No Resident shall place, store, or maintain objects of any kind (including trash, bikes, toys, building materials, convenience carts, moving boxes, plants, etc.) on any part of the Common Elements except when special written permission from the Board is obtained.

4.10. Quiet Enjoyment

Every Resident is entitled to the quiet enjoyment of his or her Unit. Residents and their guests are required to refrain from interfering with their neighbor's quiet enjoyment of their premises. Nothing shall be done or maintained on any part of a Unit or the Common Elements that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace, quiet, safety, comfort, or serenity of the Residents and guests of other Units.

Residents are responsible for advising all guests of parking restrictions. No party or gathering shall be so noisy as to disturb other Residents. Residents are responsible for all damages to the Common Elements or other Units caused by their guests. Parties must be confined to the Resident's Unit. Residents are responsible for all damages to Common Elements or other Units caused by themselves or their guests.

4.11. Maintenance of Units in Conformance with Community-Wide Standards

Pursuant to Article IV and Article V of the Declaration, each Owner shall maintain his or her Unit in a manner consistent with the Governing Documents and the Community-Wide Standards, unless some or all of such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration. All areas of a Unit visible from the exterior shall be maintained by the Owner in a neat and attractive condition.

The Board of Directors, at its sole discretion, may determine whether any construction, alteration, or other work done on a Unit meets the Community-Wide Standard. If the Board of Directors determines that any construction, alteration, or other work done does not meet the Community-Wide Standards, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such non-conformance to the satisfaction of the Board of Directors or restore the property or Unit to a condition that is consistent with the Community Wide Standard.

Should an Owner fail to remove and restore as required, the Association or their designees shall have the right to enter the property, remove the violation, and restore the property to a condition that is consistent with the Community-Wide Standards. All costs, together with the interest at the rate established by the Board (not to exceed the maximum rate then allowed by law), may be assessed against the benefited Unit and collected as a Specific Assessment unless otherwise prohibited in this Declaration or by the Georgia Condominium Act.

The Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted regulations

4.12. Sale, Lease, or Mortgage of a Unit

The sale, lease, or mortgage of a Unit is subject to the restrictions of the Condominium Documents and these Rules and Regulations.

Units may be leased only in their entirety; no fraction or portion of a Unit may be leased. All leases shall be for a minimum lease term of not less than six (6) months. All leases shall be in writing, and each Owner shall deliver a copy of each lease to the Board within ten (10) calendar days after its execution.

At least ten (10) calendar days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease, the name, address, home and business telephone number of the proposed Lessee, and such other information as the Board may reasonably require. No Lease shall be effective unless and until the form of the Lease has been submitted to and approved by the Board of Directors. Once the lease has been submitted to the Board of Directors, the Board shall have seven (7) calendar days to notify the unit owner of any objections. If the Board does not provide objections to the homeowner within (7) calendar days from the date the lease is received by the Board, the lease shall be considered to be approved.

Subsequent to the execution of an approved lease, the Owner shall provide the Management and Board with a copy of the executed lease. The Unit Owner must make available to the Lessee copies of the Declaration, By-Laws, and the Rules and Regulations. It is the Owner's responsibility to inform the Lessee, prior to the execution of the lease, that compliance with the Condominium Documents and these Rules and Regulations is required. The Association shall have the same remedies against a Lessee for violations that it has against the Owner.

Any Lessee, by occupancy of a Unit, agrees to the applicability of these Regulations. Any lease shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be deemed to be incorporated into the lease by this reference:

- “Lessee agrees to be personally obligated for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the Lessee or which become due as a consequence of Lessee's activities, including, but not limited to, activities that violate provisions of the Georgia Condominium Act, the Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto. This provision shall not be construed to release the Unit Owner from any obligation, including the obligation to pay assessments, for which he or she would otherwise be responsible.”
- “Upon request by the Board, Lessee shall pay to the Association all unpaid assessments payable during the term of the lease and any other period of occupancy; provided, however, Lessee need not make such payments to the Association in excess of or prior to the due dates for monthly lease payments unpaid at the time of the Board's request. If

Lessee fails to comply with the Board's request to pay assessments, Lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the Owner of the premises during the term of the Lease and any other period of occupancy by Lessee.”

- “Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other occupants, guests, or invitees in order to insure compliance with the foregoing. Lessee acknowledges that any violation by Lessee or by any occupant or guest of these Rules and Regulations shall constitute a default under the lease.”

Owner shall cause all occupants of his or her Unit to comply with the the provisions of the Declaration, By-laws, and Rules and Regulations and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such Occupants of a Unit are also fully liable and may be sanctioned for any violations.

In the event that the Lessee, or a person living with the Lessee, violates a rule and regulation for which a fine is imposed, such fine shall be assessed against the Lessee; provided, however, if the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Board of the Lessee's failure to pay the fine. Unpaid fines constitute a lien against the Unit, pursuant to sections 44-3-76 and 44-3-109 of the Georgia Condominium Act. Any Lessee charged with a violation of the Rules and Regulations is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Lessees and Owners are jointly and severally liable for fines assessed against Lessees.

Any violation of the Condominium Documents and these Rules and Regulations by Lessee, any occupant, or any person living with Lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the Lessee in accordance with Georgia law.

Each Owner who leases his or her Unit shall be obligated to evict the Lessee upon written request by the Association if such Owner's Lessee has committed three (3) or more separate violations of the Condominium Documents or these Rules and Regulations within any twelve (12) month period for which sanctions (including, but not limited to, fines) are imposed. The Owner shall be required to commence the eviction process within ten (10) days after receipt of said notice from the Association, and shall be further required to diligently and continuously pursue the eviction process up to and through its final resolution or disposition. Upon the request of the Association, the Owner shall provide the Association with assurances, including, if requested, supporting documentation, showing evidence of the Owner's compliance with his or her obligations as provided for herein. Upon the final resolution or disposition of the eviction process, the Owner shall inform the Association of the same by written notice. In the event the Owner fails to comply with his or her obligation to evict the Lessee as provided for herein, the

Owner shall be subject to fines (and other sanctions), and such fines shall be deemed an assessment and lien against the Unit as provided in the Declaration. The Owner, and not the Association, shall be solely responsible for evicting the Lessee as provided for herein and shall solely bear the costs and expenses, including attorneys' fees, associated therewith.

4.13. Soliciting

Soliciting is strictly forbidden on the Properties. Unsolicited circulars, advertisements, products or other materials may not be affixed to or placed under the doors of Residential Units, may not be affixed to automobiles on the premises, and none may be left in Common Areas unless expressly permitted by the Association. This Rule does not apply to notices from the Board of Directors or Management to the Residents.

4.14. Signs

No sign shall be erected within the Properties without the Board's written consent, except those required by law, including posters, circulars, and billboards. Owners may not post "For Sale" or "For Rent" signs on or in their Unit or on the Common Elements; provided, however, the Association may maintain a master sign or informational box for such purposes at the Community's entrance and promulgate rules and regulations regarding its use. "For Sale" and "For Rent" flyers may be posted in the master information box outside the front entrance of the Community.

Declarant Exemption

The Declarant is exempt from the restrictions on signs contained in Section 4.14.

4.15. Suspension of Right to Use Common Elements.

Upon written notice from the Board, any Owner who is more than thirty (30) days delinquent in payment of any assessment or any other fee owed to the Association shall have their right to use the Common Elements suspended; as further provided in the Declaration.

5. GENERAL MAINTENANCE

Each Owner shall keep his/her Unit and any Limited Common Elements assigned to the Unit in good condition in accordance with the Condominium Documents and these Rules and Regulations.

Paint Colors

When painting the exteriors of their Units, Homeowners must match these colors currently applied to the Units. Listed below are the colors currently applied to the exteriors of the Units:

- Exterior trim: Duron exterior white for trim

- Doors, railings and shutters: Duron black semi-gloss
- Stucco: this is a custom color that needs to be matched by a stucco or paint professional

Process for Maintenance

Management will inspect the grounds and building exteriors on a regular basis to determine requirements for repairs and maintenance.

If Management determines that a Unit or a Limited Common Element requires maintenance or repair (e.g. a damaged garage door), Management will contact the homeowner via US mail asking that the homeowner make the repair. Management will continue to observe the property to determine if the repair has been made, and Management will continue to send written notices regarding the need for repair.

Upon receipt of the third letter, Management warns that the Homeowner must contact Management within ten (10) calendar days of the date of the letter to discuss when and how they plan to make the repair. If the homeowner fails to contact Management they are assessed a fine of \$25.00 per day starting on the eleventh (11th) calendar day after the date of the letter, until the repair is made. Once the fines commence, Management sends another letter alerting the resident that Management is now making arrangements for the repairs to be completed at the homeowners expense.

The fine is stopped once the repair has been made. This is a minimum of 10 days fine or \$250.00 as there is a 10 day notice required prior to Management being able to begin repairs. There is currently no cap in place for fines. (if it takes a repair company 3 months to make the repair the homeowner is still fined \$25.00 per day.)

If the homeowner is able to have the repair completed earlier than the date that Management's repair person is available, then it is up to the homeowner to alert Management (IN WRITING) that the repairs have been made. Fines are stopped once Management is Alerted.

6. ASSOCIATION POWERS AND RESPONSIBILITIES

6.1. Security and Safety

As stated in the Condominium Documents, the Association is not a provider of security and safety and each Resident is solely responsible for the safety and security of his or her person and property.

Use of the Common Area is at each Resident's or Guest's own risk. The Association and its Board of Directors shall not be held responsible or liable for any loss, damage, or injury sustained on or in connection with the use of any portion of the Common Areas.