



1350 NORTH MORNINGSIDE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

(CONSOLIDATED WITH AMENDMENTS AND ADDITIONS)

1350 NORTH MORNINGSIDE CONDOMINIUM
CONSOLIDATED DECLARATION OF CONDOMINIUM
Updated: February 2024

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GENERAL POLICY

The Rules and Regulations of the 1350 North Morningside Condominium Association are intended to provide standards and controls for the day-to-day life of the Association. The Association's Board of Directors is responsible for the enforcement of the Rules and Regulations as provided by the Association's Bylaws. In addition, the Board may implement new rules and regulations, or amend existing rules and regulations, in accordance with the Bylaws upon written notice to all residents. The Association may assess fines to owners or residents for failing to abide by the Association's Rules and Regulations.

When you purchased your home, or entered into an agreement to rent your home, you agreed to abide by the Association's Declaration of Condominium, Bylaws, as well as any rules and regulations established by the Association's Board of Directors, with the understanding that the intended purpose of your compliance with these items is to protect and increase the value of your home.

In addition, with following the Association's various rules and regulations, residents are asked to bear in mind that the Condominium is founded on the tenants of group effort and cooperation, among the more basic of which are the principles of courtesy and awareness of the sensitivities of others. In keeping with these principles, the residents may reasonably be expected to exercise appropriate restraint, moderation, tolerance, and taste in their conduct and living habits as these may affect their neighbors. Collaterally they may reasonably expect reciprocal consideration from their neighbors.

The Association's Declaration of Condominium provides effective remedies available to the Association and the Board of Directors where intercession may be necessary by reason of complaints from the residents. A copy of the Association's Articles of Incorporation, Declaration of Condominium, Bylaws, and adopted Rules (contained in the Declaration and any additional rules adopted by date of adoption) are attached for reference. All owners, and their lessees, should have a copy of these documents and be familiar with their contents. All rules and regulations contained in these documents are binding on each owner and resident of 1350 North Morningside Condominium Association.

RESTRICTIONS INCLUDED IN DECLARATION (AS AMENDED)

The following Rules and Regulations are taken directly from the 1350 North Morningside Condominium Association's Declaration of Condominium, "Article VI- Restrictions." Therefore, any references to other articles or sections herein will therefore refer to the association's Declaration of Condominium. For convenience, we have preserved the order and numbering system of rules as they appear in the Declaration. Additional rules adopted by the association as described in Section 3.05 of the Declaration (see Rule 6.15 below for reference) are simply appended to this list and numbered as their date of adoption or date in which the rule came into effect.

- 6.01 Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Property, except that the Owner or occupant residing in a Unit may conduct such business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (b) the business activity does not involve persons coming onto the Property who do not reside on the Property; (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

"Business" or "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, including, but not limited to, the following definitions: (i) employment of one or more persons for the purpose of earning a livelihood; (ii) any conduct or activities carried on for the purpose of earning a livelihood or contributing to a person's livelihood; (iii) any activities of a person carried on with the intent of improving that person's economic or financial condition; (iv) the occupation, work, or trade in which a person is engaged, including the giving or teaching of any kind of lessons, public or private, regardless of whether such activities or conduct are engaged in for profit and regardless of whether such activities require obtaining a license; and (v) any commercial, industrial, or professional dealings.

Notwithstanding anything to the contrary contained in this Section 6.01 or this Declaration to the contrary, Declarant may use one or more of the Units owned or leased by Declarant to conduct sales and rental activities, as models, and for storage and maintenance purposes.

- 6.02 Temporary Structures. No structures of a temporary nature, nor any trailer, tent, shack, shed, barn or other outside buildings shall be allowed on any portion of the Property at any time either temporarily or permanently.
- 6.03 Planting. No planting or gardening shall be done without the prior written approval of the Board of Directors.

- 6.04 Clothes Drying. No drying or airing of clothes outside is permitted.
- 6.05 Architectural Standards. The Board of Directors or its designees shall be responsible for maintaining and enforcing the architectural standards of the Association. No Owner, occupant, lessee or lessor, or any-other person may make any exterior change, alteration, or addition, nor construct, erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any Common Element or any porches without first obtaining the written approval of the Board of Directors and Declarant as long as Declarant owns one or more Units primarily for sale. Application shall be in writing and shall provide such information as the Board of Directors may reasonably require. The Board of Directors may publish written architectural standards for exterior alterations or additions, and any request in substantial compliance with any such published standards shall be approved. In the event that the Board of Directors fails to approve or to disapprove such application within ninety (90) days after it has been submitted, the application shall be deemed approved and this Section 6.05 shall be deemed complied with; provided that even if the requirements of this section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration or the By-Laws or any building code or zoning ordinance or any other applicable law, ordinance or regulation. As a condition of approval for a requested architectural change, modification, addition, or alteration of the grounds or landscape affected to facilitate an architectural change, modification, addition, or alteration, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibility for maintenance, repair, and replacement and insurance to or on such change, modification, addition, or alteration. In the discretion of the Board of Directors, an Owner may be made to verify such condition of approval by written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The provision of this Section 6.05 shall not apply to the initial construction of any improvements by Declarant or to any exterior changes, alteration, or additions or any construction, erection, placing or posting of any sign, object, light or thing on the exterior of any buildings or any Common Element by Declarant.
- 6.06 Satellite Dishes. An Owner shall not install a satellite reception dish on the exterior of the Owner's Unit without the prior written consent of the Board of Directors.
- 6.07 Visible Areas. Nothing may be hung or displayed on the outside or inside of windows except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige, or light gray, or as otherwise authorized by the Board of Directors, or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. No awning, canopy, shutter or television or citizens, band or other radio antenna or transmitter, or any other device or ornament (except as set forth in Section 6.06), may be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board of Directors. Nothing visible to the exterior may be hung, placed, displayed, or maintained in Limited Common Elements unless approved, in writing, by the Board of Directors.

6.08 Animals or Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Condominium, except that dogs, cats or other common household pets may be kept by the respective Unit Owners in their respective Units provided (i) they are not kept, bred or maintained for any commercial purposes, (ii) the maintaining of pets shall be subject to such rules and regulations as the Board of Directors may from time to time promulgate, including, without limitation, the right to levy fines against persons who do not clean up after their pets, provided however, the Board of Directors shall not have the right to prohibit the right to maintain a pet then owned by a Unit Owner or occupying a Unit unless the Board of Directors determines that maintenance of the pet constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants; and (iii) when outside each pet must be on a leash or caged and be under the control of a responsible person.

6.09 Common Elements. All Occupants of Units and their guests shall have a non-exclusive right to the use of the Common Elements, other than the Limited Common Elements, for the purposes for which they are reasonably intended, subject, however, to the following:

- (a) No such use shall encroach upon the lawful rights of other persons;
- (b) The right of the Board of Directors to restrict the use and to govern the operation of the Common Elements by promulgating reasonable rules and regulations with respect thereto.

Those portions of the Common Elements described in this Declaration that are Limited Common Elements will be used and possessed exclusively by the Owners and occupants of the Unit or Units served by the same and may be used only for the purposes intended.

6.10 Leasing. In order to protect the equity of the individual Unit Owners at 1350 North Morningside, and to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes, leasing of Units shall be governed by the restrictions imposed by this Section. Except as provided herein, leasing of Units is prohibited.

(a) Definitions.

- (i) “Effective Date” means the date this Amendment is recorded in the Fulton County, Georgia land records.
- (ii) “Grandfathered Owner” means an Owner of a Unit who is lawfully leasing his or her Unit on Effective Date. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person (other than the Owner’s spouse), or (2) the date that all

current occupants of the Grandfathered Owner's Unit vacate and cease to occupy the Unit. Upon either event, the Unit shall automatically lose grandfathering hereunder.

- (iii) "Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.
- (iv) "Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than (1) the Owner or a parent, child, or spouse of an Owner, or (2) a person who occupies the Unit with the Owner or parent, child or spouse of the Owner occupying the Unit as his or her primary residence.

- (b) Leasing Permit and Restriction. No Owner of a Unit may lease his or her Unit unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

Non-Grandfathered Owners who want to lease their Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit". Such a permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. Unless otherwise agreed to in writing by the Board of Directors all leasing permits shall automatically expire two (2) years after the date they are issued to the Owner. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

An Owner's request for a leasing permit shall be approved if: (1) the Owner has owned and occupied the Unit as their principal and primary residence for at least 12 consecutive months at any point in time prior to requesting a leasing permit; (2) the Owner has not leased the Unit in the past twelve (12) months; and (3) the number of current, outstanding permits issued plus Grandfathered Units is less than four (4) Units in 1350 North Morningside.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Unit for sixty (60) consecutive days at any time after the issuance of a leasing permit. When a leasing permit expires or is revoked, the Owner may request another leasing permit or, if such leasing permit is not available, the Owner may request to be placed on a waiting list for a leasing

permit.

If the number of current leasing permits issued and Grandfathered Units is more than four (4) Units, then no additional leasing permits shall be Issued (except for hardship leasing permits) until that number falls below four (4). Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued a permit, if they so desire, when such number falls below four (4). The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

- (c) Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits In its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium If the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner’s ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A “hardship” as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Unit is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Unit within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

- (d) Leasing Provisions. When leasing is permitted under this Section, it shall be governed by the following provisions:
- (i) Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.
 - (ii) General. Units may be leased only in their entirety; no rooms or fractions

of Units may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, By-Laws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments: Compliance. 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 incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, By-Laws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, By-Laws and Association rules and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Section or if the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Unit paid for by the Association as a common expense, including water service to the Unit, subject to the provisions of this Declaration and the By-Laws.

If a Unit is leased or occupied in violation of this Section, the

Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, Including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities.

- (B) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee falls to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

- (e) Applicability of this Section. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or by any first Mortgagee who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Section.
- (f) Leasing Administration Fee. In addition to all other assessments and other charges provided for herein, an Owner who leases a Unit hereunder shall be officially assessed and required to pay to the Association a leasing administration fee (“Leasing Administration Fee”) upon issuance of a leasing permit or hardship leasing permit and for each new lease executed under that leasing permit or hardship leasing permit to offset resources and costs expended by the Association in administering leasing regulations and providing building maintenance related to the move ins and move outs of occupants.

The Leasing Administration Fee is due at the time any lease is executed or a new occupancy relationship is created hereunder. The dollar amount of the leasing Administration Fee shall be established and modified by the Board of Directors. The Leasing Administration Fee constitutes a specific assessment hereunder and is non-refundable.

- 6.11 Signs. Except as hereinafter provided for Declarant, no advertising signs of any kind, except one “For Rent” or “For Sale” sign per Unit of not more than nine (9) square feet placed only inside the enclosed Unit, shall be erected, placed, or permitted to remain on the Property without the written consent of the Board of Directors or its designee. The Board of Directors shall have the right to erect reasonable and appropriate signs. However, the foregoing covenant shall not apply to the business activities, signs and billboards of Declarant or its duly authorized agents, representatives, or employees while Declarant owns one or more Units primarily for the purpose of sale.
- 6.12 Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it deems appropriate. The provisions of this Section 6.12 shall not apply to Declarant or its duly authorized agents, representatives, contractors, suppliers, or employees.
- 6.13 Parking. Parking shall only be permitted within the areas designated for parking on the Common Elements.
- 6.14 No Repairs. No repairs or similar activity to boats, trailers, or vehicles of any nature shall be permitted to be performed on the Common Elements, except in the event of an

emergency.

- 6.15 Rules and Regulations. Subject to the approval of Declarant while Declarant owns any Unit primarily for the purpose of sale, which approval may be granted or withheld in Declarant's sole and unfettered discretion, the Board of Directors may adopt, and amend from time to time, rules and regulations, as provided in Section 3.05, concerning the use of the Property which rules and regulations may be in addition to, but not conflict with, the restrictions in this Declaration.
- 6.16 Nuisance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property, and no odor shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium. No nuisance shall be permitted to exist or operate upon any portion of the Condominium so as to be offensive or detrimental to persons using or occupying the portions of the Condominium.
- 6.17 Prohibited Activities. Noxious or offensive activities shall not be carried out in any Unit or in the Common Elements. Each Unit Owner, his family, guests, invitees, servants and agents shall refrain from any act in his Unit or on the Common Elements which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the Occupants of the Units or which may result in cancellation or increase in premium of any insurance on any Unit or any portion of the Common Elements, or which would be in violation of any law, code, or governmental regulations.
- 6.18 Discrimination. No action at any time shall be taken by the Association or its Board of Directors which in any manner would for reasons of race, creed, color, sex, religion, or national origin discriminate against any Unit Owner or Unit Owners in favor of any other Unit Owner or Unit Owners.
- 6.19 Heating of Dwellings in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to the Property, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum of fifty-five (55) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) during the months of October, November, December, January, February, March and April whenever the temperature is forecast to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Unit Owner or occupant shall immediately inform the Board of Directors of this failure of the equipment and of the time needed to repair the equipment. Notwithstanding any provision to the contrary, any Owner or occupant may be fined up to Five Hundred (\$500.00) Dollars for violation of this requirement by the Board of Directors, in addition to any other remedies of the Association, without a prior warning,

demand, or hearing. Any fine imposed pursuant to this paragraph shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for the collection of assessments.

- 6.20 Single Families. No Unit shall be occupied by more than a single family. As used herein, the term “single family” shall mean one or more persons, provided all persons occupying the Unit are interrelated by blood, adoption, or marriage, or, if persons occupying a Unit are not all interrelated by blood, adoption, or marriage, then the occupancy of that Unit shall be limited to a maximum of three (3) persons. The words “by blood” shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. “Occupancy”, for the purposes of this Declaration, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or non-consecutive, in any year.
- 6.21 Construction in Easements. No structure, planting or other material may be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines, or which may change the direction of the flow or drainage channels in the easement areas. The utility facilities within the easement areas will be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

ADOPTED RULES AND REGULATIONS

These rules supersede any previous notices related to this subject matter. To the extent that anything contained in these rules is inconsistent with the rules or regulations set forth in the Association's Declaration and Declaration Amendment(s), the Association's Declaration and Declaration Amendment will control.

1. Real Estate Agent Lockbox Rule

Adopted by the Board of Directors on January 11, 2018

Updated February 5, 2018

When a unit owner decides to sell his/her unit, that owner may engage a Real Estate Agent to assist in the sale of that unit. The Board of Directors fully understands and appreciates the need for that Agent to use a lockbox to facilitate the sale of that unit. However, the Board has an obligation to maintain the appearance of the property and not allow lockboxes to linger after the sale, thus causing an eyesore. Therefore, the Board of Directors has adopted this rule. Before an Agent can affix a lockbox to any part of the Association's common property (e.g., front door railings, or the like), it is the Owner's responsibility to fully inform the Agent of this Rule, including when the lockbox can be affixed to any part of the Association's common property and when it must be removed. The owner will be held responsible for any violations of this Rule and fees imposed for failure to fully comply with this Rule.

Before the Agent may affix a lockbox to any part of the Association's common property, the Owner must submit a \$50.00 deposit payable to the Association. If this deposit is not submitted before the lockbox is affixed to Association property, the Association may have the lockbox immediately removed and will not be liable for damage to the lockbox resulting from its removal. Removal of subsequently installed lockboxes will continue until the deposit is submitted, however such subsequent removals will each then require the Owner to pay the Association a \$50.00 violation fee. If the Owner submits the required deposit before the lockbox is affixed to any part of the Association's common property, the Association will hold the funds until the sale of the unit is completed. If the Agent removes the lockbox within five (5) calendar days after the sale is closed, the Owner's \$50.00 deposit will be returned. If the Agent fails to remove the lockbox within five (5) calendar days after the sale is closed, the Association may have it immediately removed, will not be liable for damage to the lockbox resulting from its removal, and will retain the Owner's \$50.00 deposit as a violation fee. All violation fees not paid in full prior to the sale being closed will be assessed to the Owner's Association account and reported to the closing attorney (along with all other arrears and relevant data). The closing attorney will deduct all amounts owed the Association from the sale proceeds and remit to the Association.

2. Non-Owner-Occupied Unit Management/Service Rule

Adopted by the Board of Directors on March 7, 2018

Unit Owners are reminded that Leasing Permits are administered by the Board and the

Board has the authority to establish conditions as to the duration and use of such Lease Permits consistent with the Association's Declaration, Declaration Amendment and any rules or regulations pertaining to the leasing of Units.

Effective on the earlier of October 1, 2018, or the next lease renewal (for units with leasing permits) all Unit Owners of non-owner-occupied Units must retain the services of a local professional property management/service company, at that Unit Owner's sole expense. The Unit Owner's contracted management/service company must be available on a 24/7 basis and possess the resources needed to timely respond to issues that may arise while the Unit Owner's Unit is not occupied by the Unit Owner, including but not limited to issues caused by or related to the Unit Owner's Unit that have the potential to cause, or have already caused, damage to that Unit Owner's Unit or other Unit(s) on the Property.

By way of example, the Unit Owner's contracted management/service company would be responsible for addressing all water leaks within the Unit Owner's Unit. The Unit Owner's contracted management/service company's service personnel must be prepared to respond to the Unit Owner's Unit in a timely manner to assess the source and cause of the water leak and take necessary actions to effect repair. In the event such service personnel's assessment of the Unit Owner's Unit results in the determination that the water leak is coming from a neighboring unit, that service personnel must notify the offending Unit Owner and the Association's Board of the water leak and the offending Unit Owner will be responsible for all damage repairs. Conversely however, in the event such service personnel's assessment of the Unit Owner's Unit results in the determination that the water leak is coming from the Unit Owner's own Unit, and has caused, or has the potential to cause damage to other Unit(s) on the Property, the service personnel must immediately notify the other Unit(s) on the Property, the Association's Board, and the Unit Owner.

In such an event, that Unit Owner and/or their contracted management/service company will be responsible for all damage repairs. Unit Owners of non-owner-occupied units must provide the Association's Board with a copy of the written agreement between the Unit Owner and the Unit Owner's local professional property management/service company within seven (7) days of signing such agreement. Additionally, Unit Owner's must provide to the Association's Board in writing their contracted management company's name, and contact information (e.g., email contact information and 24/7 telephone contact).

3. Trash Removal Rule

Adopted by the Board of Directors on March 7, 2018

The Association contracts trash removal for the convenience of the residents. Appropriate trash containers are located on the property near the entrance/exit for the parking lot. All items being disposed of by residents must fit easily into these trash containers. Bulkier items that do not fit easily into the trash containers must be broken-down by the residents to fit easily into the trash containers. All items being disposed of must be placed in the

trash containers; no items should be left on the ground as items left outside of the trash containers will not be collected.

In the event a resident desire to dispose of an item that cannot be broken-down to easily fit in the trash containers, the resident may submit a request to the Board in writing for the Board to make arrangements on the resident's behalf for the removal of their over-sized items. Residents must make these requests and have them approved by the Board in writing before the resident may dispose of the over-sized item on the property. Upon the Board's approval of the resident's request, the resident will be required by the Association to pay 100% of the additional cost incurred by the Association for the arranged oversized item pick-up. "Oversized items" include, but are not limited to furniture, appliances, mattresses, etc.

No solid waste materials that are classified as medical, hazardous, highly volatile, explosive, radioactive, or otherwise described as unacceptable solid waste as defined by all federal, State, and local authorities may be placed in the trash containers that are on the property. If such solid waste materials are found in the trash containers, the Association will be subject to a fine and the Association will then fine the resident who violated this rule 150% of the fine levied against the Association. In the event the Board cannot determine which resident violated this solid waste materials rule, the Association will have no choice but to pay the fine from Association operating funds which results in all owners sharing in that expense. Owners should be mindful of this.

In the past, residents have placed items such as furniture on the curb outside of the property for people who may drive by and want to collect the item(s). Advertising items on the curb as available for free pick-up is encouraged through avenues such as nextdoor.com, etc. Residents are permitted to continue this practice; however, the resident's item(s) may only remain on the curb in front of the property for five (5) consecutive calendar days. Residents must arrange for proper disposal of any remaining item(s) left on the curb outside of the property for longer than five (5) consecutive calendar days. If a resident fails to properly dispose of their remaining item(s) within the specified time period, the Board will make arrangements for the items to be disposed of and the resident will be required by the Association to pay 100% of the cost incurred by the Association for such disposal arrangement. In the event the Board cannot determine which resident violated this curb pick-up rule, the Association will have no choice but to pay the cost of disposal from Association operating funds which results in all owners sharing in that expense. Owners should be mindful of this.

4. Large Object Moving Through Common Areas Rule
Adopted by the Board of Directors on August 26, 2018

The Common Area of the Condominium includes the interior hallways and stairwells of the main building accessible by residents of Units 3 through 18. To maintain the appearance of these hallways and stairwells, the Association's Board of Directors has set forth the following requirements of the residents of Units 3 through 18. These residents must:

- Use care to not damage the Common Area while moving through the hallways and stairwells;
- Notify the Board in writing a minimum of 48 hours before the delivery, disposal, or movement of large items through the hallways or stairwells;
- “Large items” include items not easily carried by one person in their arms (e.g. appliances, furniture, electronics etc.);
- Notify the Board in writing a minimum of 48 hours before moving in or out of their Unit.

The above referenced 48-hour notice periods are to allow the Board time to inspect the hallways and stairwells before the delivery, disposal, or move occurs, and note the condition of the walls, floor, doors, etc. After the delivery, disposal, or move is completed, the Board will complete a follow-up inspection and note any damage to the Common Area believed to be caused by the delivery, disposal, or move (e.g. scuffs, gouges, scratches, chips, etc.). Any damage observed by the Board during the follow-up inspection will be communicated in writing to the Unit’s owner responsible for the damage (whether the damage was caused by the owner or owner’s tenant).

The Unit owner must correct the damage to the Board’s satisfaction within two (2) weeks of the Board’s notice to the Unit owner. If paint is required to repair the damage, the Board can, upon request, inform the owner of the appropriate paint color, but the Board will not supply materials or reimburse owners for the cost of materials needed for the repairs. In the event the damage is not corrected to the Board’s satisfaction within the two-week period, the Board may have a contractor perform all the necessary repairs and assess the owner responsible for the damage 150% of the cost incurred by the Association for repairing the damage. If the damage was caused by the Unit owner’s tenant, it is the responsibility of that Unit owner to pay the Association directly for the cost of repairs and then recoup those costs from their tenant at their sole discretion.

5. Basement Storage Rule

Adopted by the Board of Directors on August 28, 2018
Effective October 1, 2018

The Common Area of the Condominium includes the basement areas of both the main building and the duplex building. For the purpose of this Rule, the term “resident” shall mean the Unit’s owner and/or tenant. Residents of Units 1 through 18 have access to the main building basement, and residents of Units 19 and 20 have access to the basement of the duplex building. The Association’s Board of Directors has set forth the following requirements of all residents using these basement areas for storage. All residents must:

- Consolidate their use of space in the basement to make room for their neighbors;
- Clearly identify all items stored in the basement with their Unit number;
- Keep their storage area of the basement neat and orderly;
- Not obstruct access to building utilities (i.e., phone, electrical, & cable connection boxes, plumbing valves, etc.
- Not store flammables in the basement;

- Not store mattresses/box springs in the basement; and,
- Disassemble bicycles and other non-motorized modes of transportation stored in the basement to conserve space.

The Board and its fire protection contractor may make periodic inspections to assure compliance with these storage conditions. Items found to be improperly stored in the basements must be corrected by the resident responsible for the improperly stored items immediately upon the Board’s written notice to that resident. In the event a resident or owner fails to correct their improperly stored items, the Board may have the items removed and discarded, and charge the resident responsible 150% of the cost incurred by the Association for removing and discarding their items. If the Board cannot identify the resident responsible for the improperly stored items, the Board will publish the description of the items to all residents and set forth a deadline for the resident responsible to correct the improperly stored items. In the event the items remain improperly stored after the deadline set forth by the Board, the Board may have the items removed and discarded, and charge all residents equally for 100% of the cost incurred by the Association for removing and discarding the items. The Board, nor its fire protection consultant or removal contractor, may not be held liable for removing and discarding items that are improperly stored.

6. Enforcement and Compliance Rule

Adopted by the Board of Directors on January 29, 2024

Effective February 1, 2024

- 6.1 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.

- 6.2 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.

6.3 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, may 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.