

RULES AND REGULATIONS

for 330 McGill Place Condominium Association, Inc.

Living in a condominium, unlike living in a detached dwelling, carries with it a very specific set of responsibilities associated with community life. The proximity of neighbors requires us to be mindful of the quality of life that we all would like to have here at McGill Place. Toward that end, Sections 3.05 and 6.13 of the the Declaration of Condominium for 330 McGill Place, A Condominium (“Declaration”), authorizes the Board of Directors to adopt rules and regulations concerning the use of the Units and common elements.

These rules will govern the conduct of Condominium residents, guests and visitors to our community, in addition to all future owners upon the sale or transfer of ownership of each Unit.. We are all required to obey the rules and regulations in order to protect the rights of each member of the Association, and we are all responsible for making sure that anyone else residing in or visiting our Condominium does the same.

The board of directors has reviewed the Association’s governing documents and drafted these rules and regulations for easy reference. Please take the time to read and familiarize yourself with the rules governing life here at McGill Place

A special note:

ARTICLE II, SECTION 1, b: ***Because of the extreme fire hazard, any lighted or smoldering material (or the remnants thereof) including, but not limited to, matches, cigarette butts, and fireworks may not be thrown in ANY common element property. Due to the extreme danger to life and property involved, an immediate fine of \$1,000 per occurrence will be imposed for this violation.***

ARTICLE I: ASSOCIATION FEES AND SPECIAL ASSESSMENTS

Section 1:

Association fees are due on the 1st of the month

Section 2:

Late fees will be charged after the 10th day of the month

Section 3:

Special Assessments are payable on the announced due dates.

Section 4:

A late fee of 10% of the total Special Assessment will be charged beginning on the 15th day after the announced payment due date of any Special Assessment.

Section 5:

Personal checks for the payment of monthly association fees must be made to 330 McGill Place Condominium Association Inc. and must include your unit number and should include your payment coupon.

Section 6:

An individual account number must be obtained from the management company in order to make payments via on line banking through your personal bank.

Section 7:

Failure to pay association fees and special assessments by the due date will, at the discretion of the Board of Directors, result in fines, suspension of common element privileges, liens, judicial foreclosures and/or any other legal remedy available to the association.

ARTICLE II: COMMON ELEMENTS**Section 1: TRASH**

a) Trash, which includes, but is not limited to, food wrappers, soda cans, disposable cups, bottles, or any other item commonly described as trash may not be left in any common elements such as the Condominium lawn or parking areas.

b) Because of the extreme fire hazard, any lighted or smoldering material (or the remnants thereof) including, but not limited to, matches, cigarette butts, and fireworks may not be thrown in ANY common element property. Due to the extreme danger to life and property involved, an immediate fine of \$1,000 per occurrence will be imposed for this violation.

Section 2: PATIOS & BALCONIES

a) Patios and balconies may not be used for storage if the stored items are visible from the common elements.

b) Household trash (garbage) may not be left on patios, balconies, or by the front door of the Condominium or of the Unit.

- c) Bathing suits, towels, clothes, rugs, or other items may not be hung on balconies or patios or on the railings.
- d) In accordance with Georgia law, no open flame cooking (charcoal or propane) is allowed on any patio or balcony. Any cooking of this type must be done at a distance of at least 10 feet from any building.
- e) In accordance with Georgia law, propane tanks may not be stored on any patio or balcony or within 10 feet of any building or inside of any unit.

Section 3: POOL (see attached Fulton County pool rules)

- a) Pool privileges extend ONLY to those homeowners who are not delinquent in his or her assessments. Homeowners in arrears in their assessments to the Association AUTOMATICALLY have his or her (as well as any family members, renters, or guests) pool privileges suspended until such time as the issue is resolved.
- b) Pool hours shall be: 10:00 a.m. -- 10:00 p.m. from the week before Memorial Day through the week after Labor Day.
- c) There is no lifeguard on duty. HOMEOWNERS AND GUESTS SWIM AT THEIR OWN RISK!
- d) All residents must use their pool key to access and leave the pool area. If a key is not presented upon request by a board member, you will be asked to leave. The pool gate may not be propped open or manipulated in any way that prevents its closing automatically. Doing so will result in the loss of pool privileges.
- e) Guest(s) must be accompanied by a resident or be in possession of the pool entry key.
- f) In the interests of the health, safety, and welfare of the child, children 14 and under must be accompanied by an adult.
- g) Children in diapers must wear rubber pants.
- h) NO GLASS OR SHARP OBJECTS MAY BE BROUGHT INTO THE POOL AREA -- Anyone found with glass will be asked to leave the pool area and may have his pool privileges revoked.
- i) Everyone must shower before entering the pool.
- j) NO DIVING or JUMPING into pool and NO RUNNING or HORSEPLAY EVER!

- k) Anyone appearing to be inebriated will be asked to leave the pool area.
- l) Headphones must be used unless special arrangements have been made with the management company for a group function. During group functions, music must be kept at a reasonable level out of respect for the residents around the pool, and group functions may not extend beyond regular pool hours without written permission from the Board.
- m) All pool area functions must be cleared with the Board of Directors and the management company. Call the management company to schedule an event. A refundable deposit of \$100.00 and a signed agreement are required. **NO EXCEPTIONS WILL BE MADE!** No resident may be excluded from using the pool during pool area function.
- n) POOL AREA and BATHROOMS must be kept clean and tidy as you leave the pool area.
- o) No pets inside pool enclosure – ever
- p) Bathers with diarrhea, skin disease, open lesion, or other potentially hazardous condition, shall be excluded from the pool.
- q) Unattended solo bathing is prohibited
- r) No food or drink allowed within four feet of the pool edge.

Section 4: GARBAGE DISPOSAL & SANITATION

- a) ACCEPTABLE TRASH COMPACTOR ITEMS:
 - 1) Bagged household garbage ONLY
 - 2) Broken down flattened boxes ONLY
- b) Any items placed in the dumpster **MUST** be household garbage and **MUST** fit inside a standard KITCHEN (13 gallon) trash bag.
- c) NON-ACCEPTABLE TRASH COMPACTOR ITEMS:
 - 1) Appliances
 - 2) Bedding items
 - 4) Bulky items
 - 5) Carpet

- 6) Doors
 - 7) Electronic equipment
 - 8) Furniture
 - 9) Holiday trees
 - 10) Construction debris
 - 11) Appliance or furniture boxes
 - 12) Any similar items
- d) Residents MAY NOT place holiday trees, wreathes, lights, etc. IN or BESIDE the TRASH COMPACTOR or at any other location on the property.

Section 5: VEHICLES AND PARKING

- a) Two (2) resident parking decals are allowed for each unit (no exceptions). Decals have the McGill Place Mockingbird logo and an identifying number. Each decal is to be permanently affixed to the back of the rearview mirror on the right (passenger's) side. Decals are free.
- b) Decals MAY NOT be transferred to another vehicle or reproduced in any form.
- c) Two (2) visitor passes are allowed for each unit. Visitor passes must be properly displayed on the front dashboard on the right (passenger's) side. The 1st visitor pass is free. The 2nd is \$10.00. A visitor is defined as anyone who does not reside at 330 McGill Place.
- d) Visitor passes may not be used as a substitute for resident parking decals and may not be used to permanently park any vehicle on the property.
- e) Visitor vehicles on the property for more than one week (7 days) MUST make arrangements with the management company for an extended pass. Visitor vehicles using the property for over two (2) weeks must be approved by the board and registered with the management company.
- f) Each owner must provide proof of ownership at McGill Place to obtain decals and parking passes. Each renter must provide a copy of the lease. ALL residents must provide vehicle make, model, year, color, VIN number, and proof of insurance in order to obtain official resident decals and visitor passes from the management company. ALL VEHICLES MUST BE REGISTERED TO THE UNIT WHERE THE OWNER OR PRINCIPAL DRIVER OF THE VEHICLE RESIDES.
- g) Disabled and stored vehicles (even if displaying authorized decals or passes) are prohibited from being parked on the Condominium. For purposes

hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for fourteen (14) consecutive days or longer without prior written Board permission.

h) Boats, trailers, jet-skis and trailers for same, panel trucks, buses, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, **and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited** from being parked on the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the common elements during normal business hours for the purpose of serving any Unit or the common elements; provided, however, no such vehicle shall remain on the common elements overnight or for any purpose unless prior written consent of the Board is first obtained.

i) NO PARKING will be allowed along curbs, in driveways, or in grassy areas of the Condominium property.

j) If any vehicle is parked on any portion of the Condominium in violation of the Declaration or this Section of the rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

k) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately. If a vehicle is towed or booted in accordance with this section, neither the Association nor any director, Officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

- l) Parking is considered to be a common element amenity, and parking privileges may be suspended for Owners that are delinquent in his or her assessments. Suspension of parking privileges will result in the deactivation of gate entry devices and the removal of the resident's name from the call box. Pedestrian gate entry will still be allowed.
- m) Speed limits must be observed AT ALL TIMES.
- n) Vehicle stereos of both residents and visitors MUST be played at a level that cannot be heard by residents in their homes.
- o) Gate entry devices must be obtained from the management company. Gate entry devices are not transferable to other vehicles or residents. Gate entry devices may not be "loaned" to neighbors or friends. The unauthorized use of gate entry devices by subject the Owner of the gate entry device to fines.
- p) Residents MAY NOT use McGill Place as a rendezvous point for the parking of more than two allowed vehicles so that the group can ride together.
- q) In the event of a get together at the home of a resident of McGill Place, the resident must contact the management company or a board member to ensure that the excess vehicles (above the two-vehicle limit) are not towed.
- r) Any vehicle seen accessing the gate without authorization will be subject to IMMEDIATE towing.
- s) Due to the increasing numbers of "scooters" being driven in cities today. Residents may have up to two (2) "scooters" IN THE PLACE OF ONE (1) AUTOMOBILE. BOTH "scooters", however must be parked in ONE of the two parking spaces available to the unit and must be registered and have an official McGill Place decal. "Scooters" will be subject to all rules and regulations governing vehicles at McGill Place.

Section 6: VEHICLE WASHING

- a) McGill Place DOES NOT permit the use of INSIDE or OUTSIDE FAUCETS to wash vehicles.
- b) Outside water faucets may not be used for ANY PURPOSE unless specifically approved by the Board of Directors.

ARTICLE III: PETS

Section 1:

McGill Place permits only recognized DOMESTIC common household pets. Residents must obtain a pet registration form from the management company and complete a form for each pet.

Section 2:

Breeding or maintaining any pet for commercial purposes is not allowed.

Section 3:

The maximum number of pets per unit is 2 with the exception of fish in an aquarium. Offspring of any permitted pet may remain on the property temporarily until the offspring have been weaned.

Section 4:

As of the date of the publication of this document, the maximum weight of any permitted pet is 35 pounds. Any homeowner presently owning a pet that exceeds 35 pounds must, upon the death or removal of the pet from the property, replace the pet (if they choose to replace the pet) with one whose adult weight will not exceed 35 pounds.

Section 5:

Pets may not be left unattended outdoors (this restriction includes cats) in common elements including patios, balconies, and outside of front doors.

Section 6:

Dogs must be kept on a leash and under physical control at all times while on the common elements.

Section 7:

Pet owners MUST pick-up and properly dispose of pet feces in the dumpster or in household garbage. Pet waste may not be disposed of in any storm drain, sewer, or any other location on the property.

Section 8:

No pet enclosures or pet restraints are allowed on common elements, patios, or balconies without the written approval of the Board of Directors.

ARTICLE IV: LEASING

Section 1:

No owner in Restricted Leasing Status may lease his or her unit if twenty percent (20%) or more units in the condominium community are leased, except in the case of a Board-approved undue hardship.

Section 2:

The Board must approve hardship requests in advance of the issuance of any lease agreement.

Section 3:

Since McGill Place is at the twenty percent (20%) leased unit threshold, an Owner in Restricted Leasing Status may apply to the Board in writing to be placed on the waiting list for conversion to the Open Leasing Status in order to lease his or her unit.

Section 4:

All leases must be submitted to the Association Board of Directors for approval prior to the entering of a lease agreement. Any unit owner failing to file a copy of any CURRENT lease with the management company within ten (10) days after entering into the lease of a Unit may result in a fine against the Owner for each day that the information is not provided to the Board.

Section 5:

Leases must be for no less than a term of 1 year.

Section 6:

The lease will include the language as stated in Article VI, Section 6.08(d)(iii).

Section 7:

The owner MUST make available to the lessees copies of the Declaration, Bylaws, and official rules and regulations. The lease shall provide that the Owner has made available to the lessee copies of the Declaration, By-laws, and rules and regulations.

Section 8:

Sale of the unit will AUTOMATICALLY remove the unit from Open Leasing Status, and the new unit owner must re-apply in order to lease the unit again. NO UNIT MAY BE SOLD AS A RENTAL UNIT. RENTAL STATUS IS NOT TRANSFERABLE TO A NEW OWNER.

Section 9:

Individuals who rent their units in violation of the Declaration and these rules and regulations will be subject to any and all remedies available to the Association in law or in equity. These remedies include, but are not limited to, fines, suspension of use of common elements (including parking), and eviction of the unauthorized tenants.

Section 10:

The owner of any leased unit shall be personally responsible for the actions of his tenant(s), and their guests. Any and all fines and/or legal actions shall be the ultimate responsibility of and applied to the homeowner.

Section 11:

If at any time, the unit owner becomes 30 days delinquent in his or her account with the Association, the Owner consents to the assignment of rent received from the lessee during the period of delinquency.

Section 12:

HOUSE SITTING. An owner whose unit is not in Open Leasing Status and who chooses not to occupy his or her unit may not have "house sitters" for a period longer than 30 days. After 30 days, "house sitters" will be considered renters.

ARTICLE V: BUILDING CONFORMITY

Section 1:

All curtains, drapery materials, window shades or other window treatments visible from the exterior of a unit shall be white or off white in color and shall not be of a reflective material. It shall be the option of unit owners or occupants of units whether or not to provide window treatments, but where they do so, all windows of the unit shall have interior window coverings or treatments, which meet this requirement.

Section 2:

All replacement windows and doors must conform to the size, shape, style, and color of those in the other units in the complex. Mullions in the windows must also conform in the same manner.

Section 3:

No awning, shades, or screens (other than those screens that are a standard part of the windows themselves) shall be attached to or used on the exterior of any door, window, patio, or balcony of any unit without the written consent of the Board of Directors.

Section 4:

No signs other than "FOR SALE" and security signs may be placed in the window of any unit.

Section 5:

"FOR SALE" signs must be of a size that will fit in either the upper or lower section of a standard single window and are limited to one sign per side of the building.

Section 6:

FOR RENT OR LEASE signs **may not be displayed on the property.**

Section 7:

Individual window type air conditioning units MAY NOT be placed in any window. Any existing window units (as of the publication of these Rules and Regulations) in the three-level town homes where the bottom level DOES NOT have duct work connected to the existing HVAC system must be removed and replaced with conventional interior HVAC units at the sale of the unit or the replacement of the HVAC unit itself, pursuant to requisite approval by the ARC.

Section 8:

Gates may not be cut into patio railings.

Section 9:

Proposals for all glass and screen enclosures must be submitted to the Architectural Review Committee (and meet the specifications set forth in writing by that committee) and approved by the Board of Directors.

Section 10:

No items may be stored in any common elements including landings and ground level areas outside of the owner's unit.

Section 11:

No structures of any type may be built or installed in any common element or limited common element without express written permission from the ARC.

Section 12:

All replacement exterior light fixtures must be of the same style, size, and material as like fixtures in the community, subject to written approval of the ARC

Section 13:

All doors must be uniform in style, material, and color throughout the community.

Section 14:

Storm doors must be approved by the ARC and of the same style color, and materials as used throughout the community.

Section 15:

No owner, occupant, lessee or lessor or any other person may replace carpeting with a tile or hardwood floor on the interior of a unit without first obtaining the written approval of the board. To obtain the approval of the board, the owner, occupant, lessee or lessor or any other person seeking to make the change must demonstrate that such replacement will not cause noise to the unit below the unit to which the change is to be made in excess of the average noise

level in units below units with carpeted floors. The Board of Directors will consider the installation of a cork noise reduction sub floor and other specifications, as set forth by the industry, in determining whether to grant approval. Violation of this regulation may result in per day fines until the unauthorized flooring is removed. The replacement of any currently existing wood floors must conform to this regulation.

Section 16:

Construction/renovation debris may not be placed in the common element dumpster.

Section 17:

Homeowners are responsible for making sure that contractors remove all debris from the property resulting from any remodeling or repair work done to their unit. **Failure to comply will result in the homeowner's being fined \$500 for the first offense and \$1000 for subsequent offenses and/or charged for the removal of the debris from the property.**

Section 18:

Any and all plantings, pathways, stepping stones, or modifications of any kind to common elements must be submitted to the Landscape Committee in writing and approved by the Board of Directors.

Section 19:

In accordance with the Resolution of the Board of Directors regarding satellite dishes and MMDS antennas, as adopted in 1999, the location for the installation of satellite dishes shall be as follows, in order of priority:

- (i) on the floor of the deck or patio, inside of the railings;
- (ii) on the wall of the interior of the deck or patio, inside of the railings;
- (iii) on the vertical support running between the floor of the patio and the ceiling of the patio; or
- (iv) on the deck or patio railing.

ARTICLE VI: DISTURBING THE PEACE

Section 1:

No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(i) Any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit(s);

(ii) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Unit at any time or within a Unit if such sounds can be heard or vibrations felt in the normal course of activities in any other Unit(s);

(iii) Any threatening or intimidating conduct towards any resident, guest or pet at the Condominium;

(iv) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Condominium or which creates any threat to health or safety of any other resident or pet;

(v) Any excessively loud play or playground activities either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit (s);

(vi) Any conduct which creates any noxious or offensive odor either outside of a Unit at any time or within a Unit if such odors can be detected in the normal course of activities in any other Unit (s);

(vii) Any smoking in a Unit or on the Condominium that results in second-hand smoke transferring or spreading into other Units;

(viii) Any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the normal course of activities in any other Unit;

(ix) Any construction or similar activities in a Unit that can be heard in other Units between the hours of 9:00 p.m. and 7:30 a.m.; or

(x) Any similar action or activity outside of a Unit on the Condominium, or which occurs inside a Unit but which interferes with the peaceful use and enjoyment of other Units or the Common Element by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(xi) The use of the Unit or the Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

ARTICLE VII: GUESTS

Section 1:

Homeowners shall be responsible for the actions of their guests at all times, whether or not the resident is actually present. In the case of rental units, the homeowner shall be responsible for the actions of his renters and their guests.

ARTICLE VIII: INSURANCE

Section 1:

It is the sole responsibility of the unit owner to obtain appropriate homeowners' insurance to cover the contents and improvements of his unit. This coverage is commonly known as an "HO6" policy. Each owner is encouraged to contact his or her individual insurance agent to insure that the unit is adequately insured.

Section 2:

The Association has a master policy covering the structure of the building. The Association does not insure contents of the units or any improvements made by the owner within the unit.

ADDENDUM

The rules and regulations of 330 McGill Place Condominium are designed to protect the rights and safety of the residents and to maintain and improve the value of the property in the community. The rules and regulations are binding on all residents and homeowners of 330 McGill Place Condominium and may be amended from time to time. Any and all such amendments will be published to the community.

Unless otherwise specified, first violations will receive a letter of warning with a specific time limit given in which the violation must be corrected. The second violation will result in the violator receiving notice of a fine of \$25.00 per

violation with a specific time limit given in which the violation must be corrected. Subsequent instances of the same violation within a twelve (12) month period will result in a fine in the amount of \$25 per day per violation until the violation is cured without notice to the violator. The Association is authorized to enforce its lien rights against any Unit whose Owner is delinquent in his or her account resulting from unpaid fines.

Approved by the Board of Directors
October 19, 2006