

# Rules and Regulations of Colony Park Citihomes II Condominium

The purpose of this document is to provide a convenient reference to the Rules & Regulations of Colony Park Citihomes II to resident owners, their guests, tenants and occupants. Since the individual homeowners are responsible for their guests, tenants and occupants, copies of this document must be made available to said tenants by the homeowner. Copies of this document can also be obtained from Community One Associates (Office # 678-624-9453). Copies are also available on the Colony Park Citihomes II website. [www.colonypark2.com](http://www.colonypark2.com)

Colony Park Citihomes II is a condominium building and, as such, each residence is individually owned, with common areas jointly owned by all residence owners. Use of the individual residences is reserved for homeowners, their guests and tenants. Use of the services, facilities and common areas is open to all homeowners and, with certain exceptions and restrictions, their guests and tenants.

Rules and Regulations have been adopted by the Board of Directors of the Association to enhance the enjoyment of the condominium way of life for owners, their guests, occupants and tenants. The Rules and Regulations detailed include but are not limited to those contained in the sections below:

## TABLE OF CONTENTS

- I. **PARKING.....2**
- II. **SECURITY PRACTICES.....3**
- III. **CORRIDORS AND LOBBIES .....3**
- IV. **TRASH AND GARBAGE DISPOSAL .....4**
- V. **ELEVATORS/MOVE-IN & MOVE-OUT .....4**
- VI. **PETS.....5**
- VII. **CONSTRUCTION AND REPAIRS WITHIN RESIDENCES .....5**
- VIII. **EXTERIOR APPEARANCE OF RESIDENCES.....6**
- IX. **STORAGE UNITS .....6**
- X. **GENERAL AND LEASING.....6**
- XI. **SIGNS .....7**
- XII. **SWIMMING POOL .....7**
- XIII. **MANOR HOUSE .....8**
- XIV. **GYM/EXERCISE FACILITY .....8**
- XV. **GRILLING .....9**
- XVI. **REAL ESTATE AGENTS & SELLING YOUR RESIDENCE .....9**
- XVII. **SURVEILLANCE CAMERAS & RECORDING DEVICES .....9**
- XVIII. **AUTHORITY AND ENFORCEMENT .....10**

## I. PARKING

1. Each one-bedroom residence (as depicted on the original property records) shall be entitled to one single parking space.
2. Each two-bedroom residence shall be entitled to one tandem or two single parking spaces.
3. In order to access the owner's parking area, the Association provides, at the owner's expense, electronic gate openers which shall remain the property of the Association. To obtain replacement garage openers, please contact Community One Associates.
4. Residents shall park only in their assigned spaces. No owner shall park or shall permit his tenant, guests, or occupants to park in an unauthorized space or in such a manner as to block any other parking space, driveway, or other portion of the common elements. Residents shall park only in their assigned spaces and must display the CPII authorized resident's parking permit in clear view.
5. No one is allowed to park or leave a vehicle in front of the building, along any yellow curb, in a fire lane or a tow-away zone. Cars in violation of this rule are subject, without notice, to immediate removal from the property at the expense of the vehicle operator.
6. Visitors to Colony Park II may park in the visitor parking area (both CPI and CPII lots) and **MUST** display a current visitor parking permit. Each residence has two visitor parking permits. Visitor parking is for occasional visitors and is not to be used as a permanent parking area for continual guests of residents or as additional resident parking. Visitors may park in the secured area/space assigned to the residence being visited if permitted by the residence occupant, and the appropriate signage is displayed clearly identifying the vehicle as a "visitor" or "resident" of Colony Park CitiHomes II. Any vehicle parking in visitor parking **NOT** displaying a current visitor parking permit will be subject to immediate towing at the owners expense.
7. In addition to any fine imposed by the Association for violation of this rule, any owner who violates any portion of this rule or who permits their tenants, guests or occupants to violate any portion of this rule shall be liable for all expenses of towing away any offending vehicle.
8. The Association maintains two parking spaces that are available for rent on a "first-come, first served" basis. For information on pricing, please contact Community One Associates.
9. Bicycles should not be stored on balconies, but should be parked in the designated area or stored in the resident's storage space. All bicycles should be locked appropriately.
10. Securing of all vehicles including bicycles, scooters and motorcycles is the responsibility of the vehicle owner. The Association, Board of Directors and Community One Associates are not responsible for any damage, theft, or injury resulting from permitting vehicle parking within the common elements.

11. Violations of any of the above stated parking rules may result in substantial fines levied against the residence owner. Any owners who violate any portion of these rules or who permits their tenants, guests or occupants to violate any portion of these rules shall be liable for all expenses of towing away any offending vehicle.

Please note that any owner who is more than 30 days delinquent in payment of their monthly assessments and/or other charges from the Association shall have all parking privileges suspended until such assessments and other related fees are collected in full. The Board may enforce parking suspension by towing unauthorized vehicles off of any portion of the Condominium property at the vehicle owner's expense.

## **II. SECURITY PRACTICES**

1. The lobby door shall be locked at all times.
2. All stairwell doors shall remain closed at all times and shall not be propped or otherwise left open.
3. All hallway fire doors shall remain open at all times unless closed automatically by the fire alarm system.
4. Owners shall not make any copies of any master key issued to such owner, nor shall such owner distribute security codes or permit anyone other than such owner's family members, tenants or occupants to use such master key or security code. Door security codes are not to be given to delivery personnel, repair or construction contractors or occasional visitors.
5. Any owner who installs a personal security system shall report the installation to the Association. This will allow the Association to contact any company monitoring the system in the event the Association must gain emergency access to a residence. In addition, any such security system which includes an audible alarm shall be regularly maintained in such a manner that the other residents will not be unnecessarily disturbed by "false alarms" sounded by the system.

## **III. CORRIDORS AND LOBBIES**

1. Smoking is not permitted in the lobby, hallways or other interior common elements of Colony Park Citihomes II.
2. Littering is not allowed anywhere on Colony Park Citihomes II property.
3. Bicycles, baby carriages and any other conveyances are not allowed to sit in hallways, entry passages or in undesignated storage areas.
4. No decorating or painting on walls, foyers or corridors is allowed. Doors to units should be closed except when in use.
5. Doormats are not allowed in the hallways.
6. Nothing is to be attached to any door or door frame that would damage them in any way such as "nails or glues".
7. Proper "street attire" is required in all common areas such as the lobby or hallways.

#### **IV. TRASH AND GARBAGE DISPOSAL**

1. Only household garbage is to be disposed of in the dumpster. All trash, except for boxes and other large objects, is to be placed in plastic bags which are securely fastened and deposited in the trash chute. Under no circumstances are bottles or discarded items to be thrown down the chute without being bagged.
2. Recycling containers are located in the garage for recyclable items. Recycling bins are provided for plastic, glass, aluminum and newspapers, magazines, catalogues, junk mail and office paper. Recyclable containers should be rinsed out prior to placing in the appropriately-labeled recycling containers. Cardboard is not accepted by our recycling vendor.
3. The trash chute empties into a dumpster and is removed by the garbage collection service. Do **not** throw lighted materials into the trash chute at any time. Coat hangers should be securely bundled and not thrown down the trash chute separately.
4. Boxes, large objects, and other articles which could clog or damage the trash chute are not to be placed into the chute. Such objects are to be taken to the dumpster.
5. Do not, under any circumstances, leave trash in any common element or in the trash chute room. This is in violation of the Fulton County Fire Code. Under no circumstances are bottles to be thrown down the chute without being bagged.
6. No resident shall keep or store any trash or garbage on any balcony or patio. If trash is spilled accidentally by anyone, it is, of course, expected that it will be wiped and pick it up, properly bagged, and put it in the trash chute. Ensure that all kitty litter is properly bagged before deposited into the trash chute.
7. No construction materials/renovation debris or industrial and hazardous materials, including carpet and tile are to be placed in the trash chute, dumpster and/or stored in any common area including the hallways and/or garage area. Items such as these are to be removed by the owner at their own expense. Owners, occupants and/or tenants in violation of this rule will be fined and will pay the cost of any and all amounts to properly dispose of such materials.

#### **V. ELEVATORS/MOVE-IN & MOVE-OUT**

1. No smoking is permitted in elevators.
2. If the elevator is to be used to move furniture, appliances, renovation debris or other large objects in or out of any residence, the resident shall give prior notice thereof to the Association and shall pay the Association a damage deposit of \$300. It is the responsibility of the resident to coordinate with Community One Associates so that the elevator is properly padded to protect against damage. Any moving shall be only between the hours of 9:00 am and 5:00 pm, Monday through Friday excluding holidays. Residents and owners are strictly prohibited from utilizing the front door and lobby for any moving or delivery purposes. Exceptions must have prior Board approval.

3. Damages resulting from an owner or resident moving-in or moving-out will be deducted from the damage deposit. Any remaining amounts will be refunded. Damages exceeding \$300 will be billed to the residence owner and shall be immediately due and payable.

## VI. PETS

1. No resident may keep more than two dogs and two cats in a residence and no such pet shall weigh more than thirty-five pounds. ***Please note, pets registered with the Association prior to February 9, 2005 are not subject to the thirty-five pound limitation. No further variations from this weight limit will be granted.***
2. A yearly non-refundable pet fee in the amount of \$50.00 is required for each dog. Failure to pay the pet fee will result in a fine of \$150.00 per pet per year.
3. While in common areas (not including limited common elements), all dogs are required to be leashed with the person in control of the dog holding the leash at all times. Cats are to be transported in carriers.
4. Pets are not allowed to be left unattended on any deck and/or patio which is considered a "limited" common element. Decks and patios are not to be used as an area for pets to "relieve" themselves.
5. Please note--pet relief is not permitted on the grounds of Colony Park Cithomes II or Colony Park Master Associations except in designated areas. Pet owners should curb pets in the designated area on 13<sup>th</sup> Street, 14th Street inside the property or other appropriate areas off-property. If pet relief inadvertently occurs on the property, the pet's owner will be held liable to the Association for clean up and / or an appropriate fine will be levied against said owner for this violation.
6. No pets are allowed in the courtyard, pool area or inside the Manor House or gym.

## VII. CONSTRUCTION AND REPAIRS WITHIN RESIDENCES

1. Application to perform construction and/or repair to residents should be made to the Architectural Control Committee of the Board of Directors. No construction or repair should commence prior to the approval of the Architectural Control Committee. For forms and requirements, please contact Community One Associates.
2. Except in case of emergency, construction and/or repairs may be performed only between 9:00 am and 5:00 pm, Monday through Friday excluding holidays. No resident shall cause or permit noises which disturb other residents outside of these hours and 24 hours per day during the weekends.
3. Any construction or repair that necessitates water being shut off must be clearly communicated to all residences that it impacts. Each residence's water is controlled via a "stack" that is shared with 1 or 2 other residences. When shutting off water for repairs or renovations, the other residences that will be impacted must be given 24 hour prior written notice.

4. Construction and/or repair items may not be brought through the front door or lobby area at any time.

## **VIII. EXTERIOR APPEARANCE OF RESIDENCES**

1. No unsightly or offensive objects or materials shall be kept or stored on patios or balconies.
2. All window treatments visible from the exterior of any residence shall be white or off-white in color. Window air conditioner units and fans are not permitted.
3. Signs, visible from the exterior of the residence, are not permitted.

## **IX. STORAGE UNITS**

1. Each residence is assigned one storage unit, for which no fee is charged.
2. Additional storage units are available on a "first come, first served" basis at a charge of \$20.00 per month. To obtain additional storage units, please contact Community One Associates.

## **X. GENERAL AND LEASING**

1. Quiet time is from 11:00 pm until 8:00 am. No resident shall cause or permit noises which disturb other residents during these hours.
2. No resident shall engage in or permit any obnoxious or offensive activities on any portion of the common elements or within the residence in a manner disturbing to any other resident at any time.
3. No personal objects of any resident shall be kept or stored in the common elements other than in areas specifically designated for such storage. No resident shall block hallways, sidewalks, stairwells or other passageways in the common elements at any time.
4. Smoking is prohibited in all the indoor common elements. This includes but is not limited to the lobby, hallways, elevator, stairwells, Manor House, fitness facility and meeting rooms.
5. Carts for transport of normal household items from the garage parking area to the residences are located in the garage near the elevator entry. Carts should be returned to the garage level within 20 minutes for use by other residents. Carts are not to be used by construction or repair contractors to transport materials and/or equipment.
6. Colony Park Citihomes II has clearly outlined limitations on residence leasing. No residence shall be leased for less than 1 year. The lease must be approved by the BOD and will be subject to the percentage of total rental residences within the building as outlined within the Declaration. Leasing for the purpose of corporate apartments, vacation

rental and/or sub leasing is prohibited. Detail on the leasing process can be found in the Colony Park CitiHomes II governing Declaration. The process to apply for leasing as well as the forms necessary to complete can be obtained from Community One Associates. Occupancy limits are governed by the City of Atlanta Ordinances. Residences may be leased to no more than 2 "adults" per bedroom as established in the original floor plan. (One bedroom residence can accommodate no more than 2 adults – 2 bedroom residence can accommodate no more than 4 adults – one bedroom den/study residence can accommodate no more than 2 adults). Modifications made to any residence do not change these original occupancy requirements. No leasing application will be approved/considered if there are any delinquent/outstanding assessments (monthly or otherwise) on record attached to the unit.

## **XI. SIGNS**

1. Signs of any nature are prohibited from Colony Park CitiHomes II property without prior Written permission of the Board of Directors. Included are "For Sale", "For Rent", "Open House "and any signs visible from the exterior of any unit.

## **XII. SWIMMING POOL**

1. No lifeguard is on duty. YOU SWIM AT YOUR OWN RISK.
2. The pool area is open from 9:00 am to 10:00 pm.
3. Children under twelve must be accompanied by a responsible adult.
4. Children in diapers must wear rubber diaper covers in the pool area.
5. No pets are allowed in the pool area.
6. Horseplay, running and playing games are not permitted in the pool area.
7. No food or glassware is permitted and all beverages must be in non-breakable containers.
8. Each resident is allowed two guests in the pool area and must accompany guests. The resident is responsible for guest's conduct and any damages caused by guests.
9. Proper attire and footwear must be worn when going to and from the pool area.
10. Proper swimming attire must be worn at all times.
11. Pool furniture and equipment are not be removed from the pool area.
12. There is no grilling of any type allowed in the pool are

### **XIII. MANOR HOUSE**

1. The Manor House of Colony Park CitiHomes is available for resident rental. You need to contact Community One Associates to check availability and sign a rental contract. There is a \$250.00 refundable damage deposit and a \$200.00 non-refundable rental fee.
2. Each resident is entitled to use the Manor House two times per year without any rental fees. Contract and damage deposit remain requirements. The kitchen is available when the Manor House is rented as is access to the bathrooms in the lower area of the Manor House. Rental of the Manor House does not include the pool area, exercise facilities and any adjacent common elements.

### **XIV. GYM/EXERCISE FACILITY**

1. Colony Park CitiHomes has an exercise facility and gym equipment available to owners, tenants and occupants who have submitted a signed release form to Community One Associates. This facility is not supervised and is to be used at the sole risk of the individual using the facility. This facility is for your personal use and is not permitted to be used as a training facility by non residents.
2. Proper exercise attire should be worn at all times in the exercise facility.
3. Colony Park II and Colony Park Master Association are not responsible for lost or stolen property.
4. Immediately report equipment malfunctions to Community One Associates. Do not use malfunctioning or broken equipment.
5. Keep the exercise facility clean and free of trash. Please utilize the trash receptacles. Machines should be wiped down after use with the spray and paper towels provided.
6. No food or beverages, other than water, should be consumed in the exercise area.
7. The exercise facility is designed for exercise only. The lower level of the Manor House, including the exercise areas, is not to be used for any social functions, parties or social gatherings.
8. Removal of exercise equipment from the exercise facility is prohibited.
9. Electrical outlets in the exercise area and Manor House are not to be accessed for use in the pool area.
10. No pets are allowed in the gym/exercise area.

Any use of the exercise facility by any person constitutes a waiver, release and discharge of any and all claims for damages arising from personal injuries sustained in connection with such use. This release discharges Colony Park CitiHomes Master Association, Colony Park I and Colony Park II Board of Directors (past, present and future) and their agents from and against any and all liability arising out of or connected in any way with any use of this facility.



## **XV. GRILLING**

1. Gas and charcoal grills are strictly prohibited pursuant to City of Atlanta Ordinances. This includes each balcony or patio. Grilling is also not permitted in the courtyard, pool area, or any common element.
2. Association-sponsored grilling events occur from time to time and fully comply with City of Atlanta Ordinances.

## **XVI. REAL ESTATE AGENTS & SELLING YOUR UNIT**

1. Signs are not allowed on Colony Park Citihomes property at any time without the prior written consent of the Board of Directors.
2. Realtor lockboxes are to be located in the realtor's closet to the left of the lobby door (left as seen from the lobby). Lockboxes are not to be attached to the door of the residence or the exterior fencing at any time.
3. Realtors should not post a residence's entry code in any notice, sign, or real estate listing.

## **XVII. SURVEILLANCE CAMERAS & RECORDING DEVICES**

1. Surveillance cameras that record activity in certain locations are in use in and around the common elements of Colony Park Citihomes II.
2. Owners or residents may request to view the video recordings if the owner or resident needs the video for an investigation into a crime or property damage that may have occurred while the owner or resident's property was on the common elements. A written request to review the video or to have a copy made of the video must be submitted to Community One Associates indicating the concern, the time period desired and any other pertinent facts.
3. In cases involving law enforcement, the Association will work with such agencies to comply with any and all requests.

## **XVIII. AUTHORITY AND ENFORCEMENT**

The Board shall have the power to impose reasonable fines for any violation of the Declaration, Bylaws or Association rules. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis and without further notice to the violator. If any enforcement action taken by the Association, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant.

### **Fine list below but not limited to the following:**

<b>V. ELEVATORS/MOVE-IN &amp; MOVE-OUT</b>	
- Failure to schedule move-in/move-out or delivery	\$300.00
<b>VI. PETS</b>	
-Above pet weight limit restriction	\$50.00 plus \$25.00 day until resolved
-Failure to pay annual pet fee of \$50.00 per dog	\$150.00
-Failure to clean up after pet	\$25.00 1 <sup>st</sup> occurrence \$50.00 each occurrence after
<b>VII. CONSTRUCTION AND REPAIRS WITHIN RESIDENCES</b>	
-Construction/Alterations to a unit w/o prior approval	\$150.00
<b>X. GENERAL AND LEASING</b>	
-Leasing w/o prior approval	\$150.00 plus \$25.00 day until resolved

**NOTE:** Please be advised that in no way do the above fines listed include all possible fines nor negate the Board's right to assess further fines.