

BARRINGTON HILLS CONDOMINIUM ASSOCIATION
Homeowner Manual
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Disclaimer: This Manual is intended to supplement the Declaration and By-Laws of the BARRINGTON HILLS Condominium Association. Any conflict between those documents and this Manual shall be determined in favor of the Declaration and By-Laws in that order. Homeowners and occupants are advised to review those documents carefully and completely.

Dear Barrington Hills Resident,

You have 100 neighbors with diverse backgrounds, professions, and personal interests with whom you share something in common – your residential community. We strongly encourage you to get to know your neighbors and become active in the community. We hope you are as happy with our community as we are.

To ensure comfortable living conditions and increase property values in our community, our Condominium Association is governed by Declarations/By-Laws and this Homeowner Manual ("Manual"). It is the responsibility of each resident to read these documents. Many misunderstandings can be avoided by becoming knowledgeable of the contents. As a homeowner or resident, you are expected to abide by these policies. This Manual will serve as an overview of Barrington Hills policies as well as amenities and services provided as part of your membership in the Association. By purchasing a residence unit at BARRINGTON HILLS, the homeowner automatically becomes, by operation of law (OCGA Section 44), a member of BARRINGTON HILLS (the "Association") and agrees to abide by the Official Documents and this Manual adopted by the Board of Directors ("Board"). Homeowners are responsible for the actions of their lessees. Homeowners and lessees are responsible for the action of their invitees, roommates, and houseguests.

The information in this Manual may be amended from time to time, and amendments become effective upon publication to the homeowners. The Declaration of Condominium, the By-Laws, and the Manual are enforceable by the Board through the imposition of fines, which are liens against the titleholder of the individual condominium homeownership unit.

The rules and regulations comprising this Manual are constructed to provide equity and equality of privileges, rights, protection, and safety for all homeowners and residents. The Manual does not replace the Official Documents; it supplements them. Violations of the Manual or any provisions of the Official Documents may result in a fine of \$25 or more per infraction.

We realize that there is always room for improvement, so the Board welcomes your ideas and solutions. Remember, we are volunteers elected to oversee the Association's business and ask that you approach us in the manner in which you would like to be approached if you were occupying this position. Please keep in mind that the Board oversees issues related to setting policies. Maintenance concerns should be forwarded to our property Management Company, Sharper Image.

Any action taken by a Board of BARRINGTON HILLS shall not be deemed to establish a precedent controlling the actions of any subsequent Board. Likewise, the inaction of any Board to enforce a rule or regulation shall not create a precedent for that Board or any subsequent Board; the rules and regulations remain in full force and effect notwithstanding any instance of non-enforcement.

This Manual has been adopted by the Board under its power to make and to enforce rules and regulations governing the use of the Condominium. The Manual is intended primarily to clarify the Declaration of Condominium and the By-Laws as well as rules set forth by the Board acting in the interest of the community.

Please feel free to contact us with additional concerns and questions.

Best regards,

The BARRINGTON HILLS Board of Directors

IMPORTANT PHONE NUMBERS*

EMERGENCY	911
Police Non-Emergency	770-551-6900
Fire Non-Emergency	770-551-6900
GA Poison Control.....	800-222-1222
County Animal Control.....	404-613-0358
UTILITIES	
Atlanta Gas Light (to report gas leak)	877-427-4321
Georgia Power (to report outage)	888-891-0938
MANAGEMENT COMPANY	
Sharper Image Management Consultants	
P.O. Box 6188	
Marietta, GA 30065-0158	
Office	770-973-5923
Fax	770-973-5911
Email	office01@comcast.net
Website	www.simcionline.com
ASSOCIATION'S INSURANCE	
Dreher Insurance (for copy of Certificate)	678-205-0224
NEIGHBORHOOD	
County Transit (MARTA)	404-848-5000
U.S. Post Office (Hightower)	770-649-0708
Sandy Springs Regional Library	404-303-6130
<u>PLUMBERS</u>	<u>Page 6</u>
Pipe Medic.....	770-733-3522
Hill Mechanical	770-792-1200

* Publication of these numbers in no way indicates you should use these companies/businesses exclusive of others. They are furnished as a convenience.

GENERAL INFORMATION

THE ASSOCIATION

BARRINGTON HILLS Condominium Association ("Association") is composed of all homeowners, in good standing, at Barrington Hills. Our goals are to preserve, protect and improve the community's image and the property values of its members by providing for effective planning and management of the property and the Association's finances.

THE BOARD

The Board ("Board") consists of at least three, but no more than five homeowners from the community. Eligible homeowners are elected at the Annual Homeowners' meeting to serve two-year terms. Terms are staggered so that no more than three Directors' terms will expire in any one year. Board Membership is a volunteer position and Board Members do not receive any financial compensation or reduction in Association fees for their contribution to the community.

The Board is responsible for managing the affairs of the Association in accordance with the Declaration(s) and By-Laws as well as stated rules and policies. The Board makes decisions as related to the Association's finances, awarding contracts, setting policies, and directing the Management Company.

Board meetings are open to all homeowners and residents. However, you must provide seven (7) days' notice to the Association's Management Company or contact a Board Member of your intent to address a specific issue. This will allow us to schedule the meeting location and agenda accordingly. A portion of the Board meetings may be limited to Board Members only to discuss sensitive Association business and the financial accounts of individual homeowners. A portion of the Board meeting minutes will be available to homeowners and residents upon request.

ASSOCIATION BY-LAWS AND DECLARATION

Homeowners who were not given a copy of the By-Laws and Declaration at their closing may obtain a copy for a \$25 charge from Sharper Image Management ("Management Company"), 770-973-5923. If you would like to print the documents, you can find them at www.simcionline.com under Documents.

AUTHORITY AND ENFORCEMENT

The Board has the authority to impose fines against owners and their tenants or occupants that constitute a lien upon the unit. In the event of a violation, the Board will send written notice to the owner and/or tenant/occupant, if applicable, allowing ten (10) days to resolve the violation. If the violation is not resolved, the Board may impose fines, suspend parking privileges, and/or bring legal action against the homeowner to ensure compliance with the Declaration, By-Laws, rules and regulations of the Association.

Any homeowner may submit a written statement to the Board, requesting a hearing on the alleged violation. Requests must be submitted within 10 days of the notice of the violation. Homeowners will be given a block of time (approximately 15 minutes) to state their case after which the homeowner will be notified in writing of the Board's decision. No ruling will be rendered at the meeting.

Depending on the severity of the violation, a fine may immediately be imposed.

If you wish to report a violation, please submit the details in writing to the Management Company.

VIOLATIONS / DISPUTES

Violations should be reported in writing to the Management Company, and include the following information:

- Unit number and/or name of person(s) in violation
- Description of the violation
- Date(s) and time(s) of the violation
- A photo if applicable
- Name, unit number, and telephone number of the person reporting the violation(s).

Anonymous reports of violations may not be acted upon. The Management Company is empowered by the Board to respond appropriately to all reported violations. Civil Violations, such as burglary, vandalism, trespassing, disorderly conduct, excessively loud neighbors, or dogs running loose should be reported to the local authorities first, and followed up with written notice to the Management Company or member(s) of the Board. The Board and the Management Company are not police officers. The Board may, however, become involved as needed to protect the interests of the community as a whole.

Resolving Disputes with Neighbors

Disagreements and problems between residents should be resolved in a civilized and peaceful manner. Residents who feel that a neighbor is disturbing them should approach the neighbor in a calm and reasonable manner or leave a note indicating their concern. The Board, via the Management Company, should be called upon when there is an impasse. The resident(s) should submit his/her/their complaint or concern in writing to the Management Company who will forward it to the Board. After a review by the Board, and on behalf of the Association, the Management Company will, if necessary, send a letter to the person (homeowner and/or tenant) explaining the violation to them and any resulting consequences. Residents who feel they have been falsely accused or who dispute the allegation should submit, in writing, their rebuttal or concern. Residents can also attend Board meetings to state their cause during the open forum session of the meeting and ask the Board to review the matter. Even then, however, the matter may be beyond the authority of the Board to resolve. In most cases neighbors work out their differences in harmony and cooperation.

ANNUAL HOMEOWNERS' MEETING

The annual homeowners' meeting is open to all homeowners and residents of the community. Scheduled in the fall, this meeting provides an overview of the projects completed as well as the budget and goals set for the upcoming year. Notice of the meeting date and location will be sent to homeowners at least 21 days prior to the meeting. According to the By-Laws, the Board may prohibit any homeowner from voting if he/she is shown to be more than 30 days delinquent in any payment due the Association or is found to be in violation of the Declaration, By-Laws, or the rules and policies set by the Board.

NEWSLETTERS

From time to time the Board or a Committee member may produce and distribute a newsletter with general community information and applicable information from the most recent Association matters. This correspondence will be produced and circulated as needed to keep you informed.

COMMUNITY INVOLVEMENT

Successful management of our community depends on the support of every homeowner and resident. Please notify the Board of any special interests and knowledge you possess which may be of benefit to the community. The newsletter may also contain items for which you would like to volunteer. Additionally, all homeowners should be aware of emergency phone numbers, including the phone numbers for homeowners in your building, and basic homeowner responsibilities (insurance coverage, Association policies, and restrictions, etc.).

PROPERTY MANAGEMENT

SHARPER IMAGE MANAGEMENT CONSULTANTS, INC. ("Management Company")

This professional property management company has been retained since June 1998 to handle the management of our community. This includes bookkeeping, the securing and management of contractors, as well as supervision of ongoing maintenance contracts. The Management Company does not have authority to make spending decisions for any projects on the Association's behalf. This is the responsibility of the Board.

The Management Company should be contacted regarding all maintenance and emergency situations. Regular (NON-EMERGENCY) requests should be made in writing by mail, fax, or on their website at www.simcionline.com. Emergency situations should be reported by phone ASAP. Their regular office hours are Monday through Friday from 9am-noon and 1pm-4pm. The following are some specific items you may encounter and how to deal with them:

EMERGENCY INFORMATION

A 24-hour service is provided to report emergencies (plumbing leak, injury). Please call 770-973-5923 and a representative will contact you. In the unlikely event that your call is not returned within 30 minutes, please try again. ***Please be aware that using this paging system for non-emergency calls will result in a \$45.00 charge being assessed to your unit.*** Homeowners are responsible for securing the home, work, and emergency contact numbers of their neighbors in case of an emergency.

BUILDING REPAIRS

In an effort to minimize and control costs, the Association completes building repairs and improvements once a year. Please note that emergency repairs, such as roof leaks, will be repaired throughout the year on an "as needed" basis (these repairs should be reported immediately to the Management Company). Each spring, a notice is sent to all homeowners requesting that the homeowner inspect his/her/their unit and the surrounding area. Any requests for repairs should be indicated on the form provided and submitted by the designated date. This allows the Board and the Management Company to prioritize these projects and award the completion of these projects at a savings to the Association. Each year we will complete as many repairs as the year's budget allocation allows. However, in the interim, homeowners should promptly report in writing to the Board or its Management Company any emergency defect or need for repairs where the Association is responsible for such repairs or maintenance. If in doubt, contact the Management Company.

GUTTER CLEANING

The current budget allocates finances to complete gutter cleanings two times per year. This work is generally performed in January and July.

PEST CONTROL

If inside the unit, it is the Homeowner's responsibility. If outside the unit, contact the Management Company for information/clarification as to responsibility.

PLUMBING REPAIRS

If you are experiencing a plumbing leak, please contact a plumber listed on [page 3](#) or a plumber of your choice. The listed plumbers are familiar with the property and are authorized to bill the Association should the leak be on an Association line. The plumber will require that you guarantee payment before they will come out, but they will bill the Association if the leak is an Association responsibility. We ask that you be courteous to your neighbors and notify them and the Management Company (or their answering

service) if water must be cut off to make a repair and the estimated time that water service will be restored. Homeowners should be aware of the emergency water shut off valve for your building (see [Emergency Water Shut Off Valve Map](#) at the end of this Manual).

Homeowners should provide the Management Company with emergency contact numbers and a secondary contact that can act on your behalf should your unit experience water damage and you cannot be reached. In the event no one can be reached and a plumbing issue in your unit is damaging another unit, a locksmith and a plumber will be contacted, and your unit will be billed for their services as well as additional management time for processing this emergency. You should keep the Management Company up-to-date with any contact phone information.

Non-emergency repairs requiring water shutoff are permitted between 10:00 am and 2:00 pm Monday thru Friday only, and you are required to give 24 hours' notice to the people in your building who will be affected.

ROOF LEAKS

Roof leaks will be repaired on an "as needed" basis. For safety reasons, roof leaks cannot be repaired during a rainstorm and therefore do not constitute an emergency, so please do not use the paging service for this. Contact the Management Company to schedule repairs as soon as possible. Please keep in mind that the source of roof leaks is very hard to determine and it may require multiple trips from the roofing company to determine and correct the problem. **Very Important** – *As per the Association's documents, the Association is not responsible for interior damage caused by water leaks provided that the Association does not act negligibly and fail to respond to correct the problem.*

TERMITE CONTROL

The Association has a termite bond that treats outside areas of infestation at no cost to the homeowner. If you see or suspect termites, please contact Allgood Pest Control 678-355-6650. During the termite season you may experience delays in service from the termite company in excess of 30 days. Also please note that the termites that you may see flying are 'swarmers' that do not eat wood and die within a 24-hour period. If they become a nuisance, hair spray is a good remedy to rid you of these pests.

FINANCIAL RESPONSIBILITY

ASSOCIATION FEES

Association fees cover a wide variety of amenities and maintenance costs for the community and are based on the square footage of the condo unit. Payment coupons are distributed to homeowners prior to the beginning of each calendar year. If you have not received your envelopes or are a new homeowner, please contact the Management Company so that they can send the coupons to you. Association fees are due by the 1st day of the month. Payments are posted based on the address printed on your check. If the address on your check is different from your unit address, please note the unit address in the 'For' section of your check. For information on fees and where to send payment, contact the Management Company.

Any assessment payment not received by the 10th of the month will be considered delinquent. Actual receipt or a post office certificate of mailing shall govern. A 10% late fee and interest in the amount of 10% per annum may be added. Assessments more than 30 days late may be brought to the attention of the Association's attorney and any consequent attorney fees and expenses will also be charged to the homeowner. Additionally, any homeowner more than a month behind in his/her/ their dues is not permitted to park his/her/their vehicle(s) on the property and doing so will result in the vehicle being towed off the property.

The Board has the authority to accelerate the budget assessment of any homeowner who is not timely and current in the payment of the monthly assessment. If accelerated, the budget assessment will become due and payable in advance for the entire fiscal year of the Association.

SPECIAL ASSESSMENTS

When deemed necessary for capital improvements to the property or emergencies that will severely deplete our Reserves, the Board has the authority to impose Special Assessments against the homeowners in addition to the monthly Association fees. Without vote by the Association membership, up to \$200 Special Assessment per year can be levied at the Board's discretion. An affirmative vote of at least 66% of the Association membership is required to have a Special Assessment of more than \$200 passed in a calendar year. Due date and payment information will be provided to homeowners if and when a Special Assessment is passed. The Board makes every effort to plan so that Special Assessments will not be necessary.

Failure to pay monthly Association fees, Special Assessment fees or late charges can result in legal action, suspension of parking privileges, and reporting to Equifax Credit Reporting.

FINANCIAL REPORTS

The Association's financial documents and records are available to any homeowner for review upon request during normal business hours. Please forward requests to the Management Company to set a time to review these financial documents.

MAINTENANCE AND SERVICES

The following is a partial list of maintenance and services that are covered by your Association fees, as well as a list of items that are the responsibility of individual homeowners. This list is intended for illustrative purposes only and may not be applicable in all situations. Homeowners should consult the Association's Declaration and By-Laws for more information regarding costs covered by the Association versus homeowners.

Association Responsibility:

- Chimney pans
- Common Areas ⁽¹⁾
- Decks & stairs
- Exterior Building Surfaces
- Exterior spotlights/electricity
- Exterior trim of doors / doorways
- Gutters
- Insurance ⁽²⁾
- Landscaping
- Mailboxes
- Plumbing – common pipes ⁽³⁾
- Pool-maintenance, phone, furniture, etc.
- Roofs
- Sewage lines
- Termite Bond
- Trash removal
- Water

Homeowner Responsibility:

- Air conditioner
- Chimney Caps, cleaning & inspections
- Doors, doorways – exterior surface, frame, hardware
- Dryer Vent Cleaning
- Heater
- Homeowner's individual insurance policy
- Household appliances
- Interior ceiling, wall and floor surfaces
- Interior Pest Control
- Plumbing – pipes which provide service to your unit exclusively ⁽³⁾
- Screen doors ⁽⁴⁾
- Water heaters
- Windows

- (1) Common areas are defined as "all parts of the Condominium property not located within the boundaries of a Unit."
- (2) The Association's insurance consists of general liability policy that covers the common areas; a policy covering property damage for the property, and Directors and Officers Insurance. Homeowners are required to maintain a homeowner's policy that covers the content of their home and Fire/Water Deductible on the Association Policy.
- (3) Plumbers listed in this Manual are familiar with the Association's rules and will automatically bill the Association should the problem be the Association's responsibility. However, you do not have to use these plumbers and can use a plumber of your choice.
- (4) Must request and receive approval prior to installation.

INSURANCE

The Association maintains an insurance policy that covers the common areas of the community. This policy includes coverage for fire and extended coverage for replacement of all structures within the community. The policy includes liability insurance and Officers/Directors liability insurance.

Homeowners are required to maintain insurance policies covering their unit and personal property. Every unit homeowner is required, according to the Bylaws, to obtain and maintain at all times insurance covering the structural portions of his/her/their unit to the extent not insured by policies maintained by the Association. Every homeowner is required to obtain and maintain insurance covering consequential damages to any other unit or the common elements due to occurrences originating within the homeowner's unit caused by (1) negligence of the homeowner, (2) the failure of the homeowner to maintain the unit, and (3) other casualty within the unit which causes damage to the units or common elements.

It is the responsibility of each homeowner to be certain that their policy covers the Association's deductibles. Also, all homeowners should carry an additional policy (HO6) that covers personal property loss, liability, etc.

The Association is not responsible or liable for injury or damage to persons or property, including the interiors of residences, (a) caused by the elements or by any person; or (b) resulting from any utility, rain, snow, or ice, which may result in a leak or flow from any portion of the common elements; or (c) caused by any pipe, drain, conduit, appliance or equipment, even when the Association is responsible for its maintenance. When damage is being caused by any reason originating from the common areas, however, residents should promptly notify the Management Company so appropriate mitigating actions may be taken.

The Association's insurance coverage does not provide liability coverage to homeowners or residents for claims arising within individual units or caused by the resident or resident's agents or invitees. It also does not provide hazard insurance for residents' personal property, or for improvements and betterments to units.

Due to the possibility of misinformation being distributed to the membership, neither the Management Company nor the Board will discuss insurance information. Homeowners must direct all questions and requests for certificates of insurance to the Association's insurance agent, Dreher Insurance, at 678-205-0224.

AMENITIES

ACCESS KEY

Each homeowner in good standing will be provided with one (1) key that opens the pool gate and pool restrooms. In the event a key is lost, contact the Management Company for a replacement. There is a \$50 charge for replacing the first lost key; subsequent replacement cost is \$75. This current key is for homeowners and tenants only.

POOL

Admittance to the pool area requires use of an access key. The pool is a common amenity to be shared with other residents. To ensure safety and enjoyment of this area, please abide by the posted rules, as well as the following when enjoying the pool area:

- Pool Hours 8:00 AM – 10:00 PM.
- **The pool gate must be locked at all times.** If observed open by the Health Department, this can result in the closure of the pool.
- No lifeguard on duty – Swim at your own Risk.
- Unattended solo swimming is prohibited.
- Four (4) guests per resident limit. Barrington resident must accompany their guest(s).
- Proper swimming attire required at all times. Cut-offs are not acceptable.
- Shower before entering pool.
- No alcohol per Sandy Springs Ordinance.
- No glass or breakable items permitted.
- No running, pushing, or boisterous conduct.
- No loud or objectionable noise is permitted.
- Please clean up all litter, including cigarette butts, arrange any misplaced furniture, and close umbrellas before leaving.
- Children (12 years old and under) shall not use pool without an adult in attendance.
- No diapered children allowed in pool.
- No pets allowed in the pool area. The presence of pets in the pool area could result in Fulton County closing the pool or imposing sanctions. If this happens, the pet homeowner will be held responsible for all resulting costs to the Association.
- If you open an umbrella, please close it when you leave. This will help prevent possible storm damage which could result in the expense of replacing the umbrella.

NOTE: Violations to the above or to the posted rules at the pool can result in fines or suspension from use of the pool and tennis court – or closure of the pool.

ARCHITECTURAL STANDARDS

GENERAL

Patios, balconies, stairwells, walkways, or any common or limited common areas open to general view are not to be used for storage of any kind, especially when such storage interferes with ingress/egress from unit. See [FIREPLACES / FIREWOOD STORAGE](#) for exception.

No construction, alteration, addition, or change of any kind shall be made upon any part of the property unless written plans detailing the nature, shape, dimensions, materials, color, cost, and location are submitted to and approved by the Board. The Board has sixty (60) days to respond to the homeowner's proposal.

Any approved architectural modification shall be the ongoing maintenance and repair responsibility of the unit homeowner making the modification and their successor-in-title to the unit. In the event these modifications interfere with the Association's maintenance on the buildings, it is the responsibility of the homeowner to remove and replace the modification when maintenance is completed.

DECKS / PATIOS / SCREEN DOORS

Only potted plants and furniture designated for outdoor use are permitted on decks/patios. Residents are responsible for ensuring decks/patios, sidewalks, entry passages, and stairs remain free of obstructions, storage, and trash. Storage/trash is not permitted in these areas and could result in fines being assessed against the unit. All items must be secured to prevent these items from falling and injuring another party. Homeowners will be held responsible for injury or damages caused by such incidents.

Residents shall keep their patios and decks clean and neat, so as not to cause a nuisance to their neighbors. All personal property such as trashcans, garden hoses, children's toys, bicycles, rafts, must be kept out of sight and inside the residence when not in use.

The Association maintains, as a common expense, all common areas. In addition, the Association maintains the following parts of the building, even when within the boundaries of a resident unit: exterior surfaces (including painting and roof shingles), porches/decks, stoops, landings, and steps.

Homeowners may install screen/storm doors on front entrance and deck doors provided they are white to match existing trim color and written pre-approval is obtained. Homeowners who had previously installed brown or black doors do not have to remove existing screen doors.

DISHES – SATELLITE / ELECTRONIC DEVICES

No satellite television dishes, speakers, horns, whistles, bells, or any other electronic or sound devices shall be installed on the exteriors of buildings, including decks and patios without prior written Board approval.

LANDSCAPING

The Association maintains all trees and shrubbery in the common areas.

No stones or other rigid landscaping materials shall be used in the common areas without prior written approval of the Board. Among other concerns, stones might be picked up and thrown by lawn-mowing equipment. After discussion with the Board and written approval, homeowners may be permitted to plant flowers in pine straw areas in the fronts and/or sides of their units. Any damage to common areas caused by homeowners' plantings is the responsibility of the respective homeowners.

No changes to the landscaping around the buildings may be made without the Board's prior written approval.

LIGHTING

Individual porch lights are the responsibility of the homeowner, who should handle any maintenance issues (loose fixtures, exposed wiring). The design, type, location, size, color, and intensity of all exterior lights are subject to Board approval. Any change in the appearance of porch lighting needs prior approval from the Board.

Photo sensors control street lighting throughout the complex and security lights on buildings. If you notice a problem with any of these lights, please advise the Management Company.

WINDOW TREATMENT

Decorative window treatments visible from the outside of units shall exhibit only a white or near-white color; no patterns, prints, or plaids of any type should be visible from the outside of your unit.

MISCELLANEOUS

BARBECUE GRILLS

Due to the possible catastrophic results (fire to the building, landscape, or personal injury) from the use of gas/charcoal grills, the Board only permits the use of electric grills on the property. No other type of grill is permitted to be operated anywhere on the property (other than a grill provided by the Association at the pool), and the use of any type of grill, other than electric, may result in the issuance of an immediate fine against the offending owner/tenant. In the event you witness use of unauthorized grills, please advise the Management Company, in writing. If you should see fire resulting from a grill, please contact the fire department.

COMPACTOR

Use of the community compactor is limited to Barrington Hills residents. You do not need a key to operate the compactor. Trash must be contained in tied plastic bags. Proper use of the compactor will reduce our collection costs and prevent trash overflows.

Directions:

- (1) Place trash inside and close container door.
- (2) At the left of the container, there is a key in the panel. Push this key to begin the compacting process.

The following materials should not be deposited in or around the compactor: paint, tires, motor oil, batteries, or other hazardous materials. Additionally, appliances, very large boxes (i.e. appliance, moving), carpet, construction materials, furniture, and other items that are too large to fit into a plastic bag are the responsibility of the resident to remove from the property. These items should not be deposited in the compactor or left in the compactor area as they can cause the compactor to malfunction or damage it, leading to costly service calls. Items left in this area are unsightly and require the Association to incur additional pick-up fees, which increase our expenses and subsequently impacts Association fees. Should you have need to dispose of these types of items, consider donation to Goodwill or take them to the county dump or the recycling center on Morgan Falls Road (<https://keepnorthfultonbeautiful.org/recycling-center-1>).

Neatness around the compactor and throughout the community adds to the "curb appeal" and value of our property.

If you see violators and cannot readily identify the vehicle by the display of a parking permit, they should be reported to the police as trespassers. If you are able to identify the vehicle as belonging to Barrington Hills, please advise the Management Company of a description of the vehicle so that the violating party can be fined.

CONDO USE RESTRICTIONS

Each unit shall be used for residential purposes only. No trade, profession, or business of any kind may be conducted either as a primary or accessory use in or from a unit or any part of the condominium; provided however, a homeowner or occupant may conduct such business activities within the unit as long as (a) the existence of the business activity is not apparent 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, and (d) the business activity is consistent with the residential character of the development and does not constitute a nuisance or a hazard or offensive use, as may be determined at the sole discretion of the Board.

FIREPLACES / FIREWOOD STORAGE

Homeowners who use their fireplaces are encouraged to have annual chimney cleaning and inspections. If needed, you can contact the Management Company to obtain the name of a contractor.

Less than 1/8 cord of wood (2'x4') is allowed on a firewood rack and neatly stacked from October 1 through March 1 with ACC (Architectural Control Committee) Approval. You must also submit a copy of a professional chimney inspection with your ACC request. Wood must be removed (or moved) at the request of the Board, for maintenance, etc., remain bug free, and be neatly stacked on firewood rack 6 inches from the building in a board approved location. **No firewood storage is allowed over the summer months, March 1 through October 1.** Any violation will be fined \$50.00 a day.

ACC request can be submitted via email to Barrington Hills at office01@comcast.net.

HEATING OF UNITS

The thermostats within all units shall be maintained with the heat in an 'on' position at a minimum setting of 55 degrees Fahrenheit (except during power failures or when heating equipment is broken) during the months of October through April or as weather dictates. This is to prevent frozen pipes, which could burst and cause damage to your condo or your neighbor's condo. Homeowners and occupants shall take all steps necessary to keep heating equipment in good working order and repair. The Association may fine any homeowner or occupant up to \$500.00 as well other remedies for any violations of this policy.

LEASING YOUR UNIT

Please refer to the By-Laws/Declarations before leasing your unit. Be advised that in order to keep our status as a non-investment community, no more than 20% of our units can be leased at one time. Any homeowner intending to sell or lease a residence shall give notice of that intention to the Association via the Management Company, stating the name, address, and telephone number of the intended buyer or lessee. You must secure prior approval from the Board before you are permitted to lease your unit, and a condo must be owner occupied for 18 months before leasing approval will be considered. Please send your request to the Management Company who will forward to the Board for their review. Upon securing this approval, you must send a copy of the signed lease to the management office, as well as contact information for you and your tenant/lessee.

It is the homeowners' responsibility to maintain that Association fees and Special Assessments are paid in a timely manner as well as that tenants/lessees are abiding by the rules and policies of the Association, including securing parking permits for any vehicle(s) they will have on the property. Any violation will result in monetary fines, suspension of parking privileges, and/or legal action against the homeowner of the unit. Homeowners are responsible for forwarding correspondence to their tenants/lessees that pertains to the community.

See the [Leasing Amendment of 2016](#).

See the [Lease Screening Process](#).

NOISE NUISANCE

All residents are entitled to the quiet enjoyment of their residences. Common courtesy and good sense are the standard to be used with regard to noise. No individual shall be permitted to interfere with the rights, comfort, or convenience of other owners or residents.

- No disturbances or loud and abusive noises are permitted. Any resident experiencing what they believe to be loud and abusive noise should contact the police department. Copies of police reports should be provided to Sharper Image.
- Residents may not operate noise-producing appliances such as vacuum cleaners, washers and dryers, disposals, or stereos during quiet times – weekdays from 10:00 pm to 8:00 am and weekends from 11:00 pm to 8:00 am.

Noxious or offensive activities shall not be carried on in any residence unit or in the common areas. Each homeowner or lessee and their family, visitors, guests, and agents shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to other residents, or which could result in the cancellation of insurance on any part of the property, or which would be a violation of any law or governmental regulation. No odors shall be permitted to arise so as to render any portion of the property unsanitary, unsightly, offensive, or detrimental to persons using the property.

Due to the subjective nature of noise and nuisance issues with neighboring condos, homeowners are instructed to contact the Sandy Springs Police who will issue a warning to the homeowner. If you wish to have the Board issue a warning and possible fine for a noise violation, a police report must be attached to your written request, which you can mail or fax to the Management Company.

PETS

Only animals recognized as domestic house pets will be permitted on the property. No animal(s) considered dangerous by the Board are permitted. No animal of any kind that is for commercial use shall be kept on the property.

Pets are required to be on a leash when they are walked outside of a unit and should not be left unattended. There are "Designated Dog Bathroom Areas" clearly indicated by the presence of a pet waste station; pets must relieve themselves in these areas and not around obviously landscaped areas. Homeowners or caretakers are responsible for immediately removing their pet's waste from ANY and ALL AREAS. Violators should be reported, in writing, to the Management Company and will be subject to fines.

Pets making an unreasonable amount of noise or who are deemed a nuisance to the community will not be permitted. To report a pet violation, contact the Sandy Springs Animal Control office. Violation letters from the Board will be issued upon receipt of a written complaint along with a copy of the Animal Control citation.

It is your responsibility to report to Animal Control any dogs running at large.

Residents are prohibited from leaving dogs unattended and leashed on decks, front porches, or in common areas.

Upon written complaint by a homeowner, the Board shall determine whether a particular pet is a nuisance and shall have the authority to require the homeowner to remove the pet from the premises.

Pet owners are expected to be mindful of the fact that they live in a condominium. Romping and roughhousing should occur outdoors, not within your unit.

SECURITY

Barrington Hills has no on-premises security service or 'official' neighborhood watch program. Everyone is encouraged to report suspicious activity to the Sandy Springs Police. Please also notify the Management Company if you are a victim of a crime or report a crime on the property so that we can advise the other homeowners.

SIGNS

Signs of all kinds, including "For Sale" signs, are prohibited on the property. This includes signs at the community's entrance and signs inside windows that can be viewed from the outside. Homeowners in the process of selling their condo will be permitted to place "Open House" signs at the community's entrance and at their unit on the day preceding and the day of the actual open house. Illegally placed signs will be removed. Possible fines will be levied on habitual repeat offenders.

VEHICLES

- Homeowner must be in good standing (no outstanding Association fees) in order to park their vehicle on the property.
- Each condo must register and display a numbered Parking Permit in vehicle(s). Contact the Management Company for further information and a request form.
- Prohibited vehicles: refer to By-Laws/Declarations. Motorcycles, motorbikes, scooters, mini-bikes, and go-carts, or any other type of motorized vehicle generating loud or abusive noise, are not permitted on the property.
- Vehicles parked on the property must be well maintained, licensed with CURRENT tags, and must be moved a minimum of once every two (2) weeks, so as not to give the impression of an "abandoned" vehicle.
- There is a 10 MPH speed limit throughout the community for the safety of all. Visitors should be reminded of their driving responsibility while visiting this private property. The Board is empowered to levy fines against residents and homeowners for speeding by themselves, members of their families, or their lessees, agents, or invitees.
- No vehicles are to drive through the community with radios blaring in such a manner that residents are disturbed.
- Vehicles are not permitted to be parked or operated in any unpaved areas and must be parked in a forward position and not backed into spaces.
- Improperly parked, disabled, or abandoned vehicles may be towed at the homeowner's expense as pursuant to Georgia Code (44-1-13).
- Each condo is permitted to have a maximum of two (2) vehicles on the premises unless written permission is obtained from the Board. Only one automobile per unit may be parked close to the building entrance. Additional vehicles, including those of visitors, must be parked away from the building entrance, but not in front of the entrance to another building.
- No trailers, boats, or recreational vehicles, commercial vehicles or equipment may be parked or stored on the property.
- No parking in fire lanes, blocking walkways, or obstructing the flow of traffic. Doing so may cause the vehicle to be towed without notice.
- No parking on lawns, walkways, or along curbs.
- No advertising of any kind is permitted on homeowner vehicles parked in the community. This includes "For Sale" and signs designating company vehicles.
- Vehicle maintenance (unless of an emergency nature, such as a flat tire) of any kind is prohibited on the property. This includes oil and tire changes.

- Car washing is prohibited on the property.
- The parking spaces in front of each building are for the residents/homeowners. Please request visitors to park their vehicles across from the building they are visiting, if at all possible, or at the pool.
- Any homeowner whose vehicle damages common area property (including oil leaks damaging the pavement) whether directly or indirectly, shall be held liable for the cost to repair the damages incurred.
- The name and telephone number of the Association's authorized towing company is posted at the dumpster.

Please refer to the By-Laws/Declarations for further information pertaining to vehicles in the community. Any infraction of these rules may result in removal of the vehicle at the homeowner's expense.

The site plan illustrates the layout of the University of Illinois at Chicago, featuring several building footprints and two distinct phases of development. Phase I includes buildings 100, 200, 300, and 500. Phase II includes buildings 400, 600, and 700. A central area contains a pool and a pump. Utility lines, including a 24-inch water line and a 36-inch gas line, are shown crossing the site. A city wall and a large sprinkler system are also indicated. The plan is oriented with North at the top.