



Valencia Hills

Condominium Association, Inc.

Homeowner Guide *including* **Rules and Regulations**

June 2012

Dear Valencia Hills Owner and/or Resident:

Each owner and resident of our community needs to know their personal responsibilities and who can be called on to resolve problems or questions about Association responsibilities. This *Guide* has been prepared to address the more frequently-asked questions.

The Declaration of Condominium, the By-Laws, and the Rules and Regulations establish the responsibilities of residents and of the Association. It is the responsibility of each resident to read these documents. Many misunderstandings can be avoided by becoming knowledgeable of the contents. This *Guide* is intended to help.

The information in this *Guide* may be amended from time to time. Amendments are published with the minutes of the Board of Directors and become effective upon publication to the Owners. The Declaration of Condominium, the By-Laws, and the Rules and Regulations are enforceable by the Board of Directors through imposition of fines, which are liens against the title of the individual condominium Ownership units.

The Board of Directors

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Homeowner Guide & Rules and Regulations

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Note: The information herein was current as of June 25, 2012. Changes are published with the minutes of the meetings of the Board of Directors. If you are uncertain whether the following information is current, contact the Management Agent or a Director.

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Directors	Responsibilities	e-mail	Unit #	Phone #	Term Expires
Gary Walters	President	walterssgt@me.com	3047	R:770-818-0541	2013
Brad Menz	Vice President	brad@6speed850.com	3052	770-937-9642	2013
Carole Morris	Secretary	atlcarole@comcast.net	3065	C:678-491-1075 R:678-401-5978	2014
Alan Certain	Treasurer	alan.n.certain@gmail.com	3034	404-661-2200	2014
Sarah Bordelon	Director	sn_bordelon@yahoo.com	3033	470-258-3933	2013
Mary Anne Posey	Assistant Treasurer	<u>map@mindspring.com</u>	3020	R:770-952-8694 C:404-580-4128	2014
Jamie Marshall	Director	<u>fjmarshl@aol.com</u>	2992	R:770-955-0225 C:404-386-2765	2014

Whom to call

Cobb County Police or Fire Emergency – 911

Cobb County Police Precinct 3 – 770-499-4183
 Cobb County Animal Control – 770-499-4136
 Valencia Hills Pool Phone – 770-612-8757

The Management Agent for the Association is Sharper Image Management Consultants, Inc., PO Box 6158, Marietta, GA 30065-0158. The hours are 9AM to 4PM Monday – Friday. The phone is 770-973-5923; the fax is 770-973-5911; e-mail www.simci@comcast.net. 24-hour *emergency* service is available. Our property manager is Jul Pe'rez.

Cobb County Animal Control 770-499-4136 (strays, animal waste not picked up, or other violations of ordinance)

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Termites and Pests: If you suspect you have termites, need a termite letter for a real estate closing, or wish to schedule interior pest control, call Northwest Exterminating. **Normal interior pest control** (ants, roaches, mice etc., but not extensive treatments such as for fleas, rats or larger pests) is included in the monthly maintenance assessment, and is provided upon request to Northwest Commercial Division at 678-383-1008. The technician is usually at Valencia Hills Monday mornings, so call in your request before the prior Friday. For a **termite letter** in connection with the sale of a unit, call Northwest Exterminating – 770-436-2020. Termite letters for real estate closings will be provided by Northwest for a fee of \$45.00

For **plumbing emergencies** in the common elements (e.g., a need to turn off water to an entire building), call the Management Agent. If you can't reach them, call Hill Mechanical 770-792-1200. Plumbing issues inside the boundaries of residences are the responsibility of the owner. [Hill Mechanical offers a 10% discount to VHCA residents.]

The **roofing contractor** for the community is Findlay Roofing Company – 770-516-2806. Call Findlay *and also* the Management Agent if you experience a roof leak. If water intrusion is not from the roof (e.g., a windows is leaking), the cost of the service call is the responsibility of the owner/resident.

The **sanitation contractor** for the community is Buckhead Sanitation and Recycling – 404-816-6753. Call the sanitation contractor if you have items for disposal that won't fit your garbage can or tied plastic bags. The charge for haul-away service is an owner/resident responsibility.

The **swimming pool contractor** is Sun Fun Pool Care (William Mims) – 770-617-0321 or 770-926-5112. For pool maintenance emergencies (e.g., the pool is overflowing), call the Management Agent first. If you can't reach them, call William Mims.

Utility providers at Valencia Hills are:

Georgia Power (establish service)	888-660-5980
Cobb County Water System ⁽¹⁾	
Atlanta Gas Light (suspected leaks)	770-907-4231
Natural Gas Marketers (Georgia Public Service Commission website)	
	http://www.psc.state.ga.us/gas/certified_marketers.asp
Comcast (cable TV service)	800-266-2278
Direct TV (satellite TV service) ⁽²⁾	888-238-4249
Dish Network (satellite TV service) ⁽²⁾	888-825-2557
BellSouth (local telephone service land line)	888-757-6500
Cellular and/or long distance telephone service	Depends on your provider

(1) Water and sewer service are included in your monthly assessment.

(2) Placement of dish must be approved by the Architectural Standards and Maintenance Committee.

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Composition and Meetings of the Board:

The Board of Directors (the Board) consists of seven members (Owners) of Valencia Hills Condominium Association, Inc. (the Association). Directors are elected by all members at the annual meeting to serve staggered two-year terms. Four Directors are elected in even-numbered years, and three Directors are elected in odd-numbered years.

If a Board vacancy occurs, the remaining Board members elect a replacement to serve the balance of the vacated term. Either an Owner or Spouse can be a Director, but not both. No more than two non-resident Owners can serve on the Board at the same time.

The principal officers of the Association are the President, Vice President, Secretary and Treasurer, all of whom are elected by and from the Board. Assistant officers and committee chairs may be appointed by the Board, and they do not need to be members of the Board.

The Board of Directors usually meets the fourth Monday of each month at the Clubhouse, and a meeting notice announcing the time is usually posted along Balearic Drive several days in advance. An open Board/homeowner/resident forum accompanies the business meeting, where residents can ask questions or air concerns. All residents are encouraged to attend the meetings, and to participate fully in the committees and activities of the Association.

Committees (the Board functions as a “committee of the whole” until duties have been delegated to members of specific committees):

Nominating Committee - Consists of Owners appointed by the President to serve from one annual meeting to the next. This committee is responsible for nominating Owners to serve on the Board of Directors. To recommend an Owner (including yourself) for Director, please submit the name and a brief statement of qualifications to the committee at least 45 days before the Association's annual meeting, which is usually held the third Monday in May.

Architectural Standards and Maintenance Committee - Oversees the condition of the community buildings and notifies owners/residents when an item of maintenance is needed that is the Owner's responsibility. Also responsible for reviewing and allowing or disallowing all proposed homeowner exterior changes to their residence, including, but not limited to, lighting, windows, doors, porch tile, decks, screens, yard art, skylights, and attic ventilators. Also responsible for consulting with residents about satellite dish placement.

Clubhouse Committee - Oversees the Clubhouse, Pool and Tennis Court. Responsible for enforcement of the Association rules concerning the use of these facilities. Accepts applications and enters into use agreements with residents for the Clubhouse.

Landscaping Committee - Oversees the grounds and supervises the landscape contractor. Responsible for reviewing, and allowing or disallowing, all proposed homeowner exterior landscaping changes to their residence, including planters, plants, etc.

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Parking and Safety Committee - Responsible for enforcement of the vehicle and parking rules of the Association. Advises the Board of Directors concerning known potential dangers and security threats.

Management Agent Responsibilities:

See “*Contact Information*” beginning at page 1.

Administration - The Management Agent is responsible for the day-to-day administration of the Association and the common elements. Under the Board of Directors’ oversight, the Management Agent arranges for insurance coverage, landscape maintenance, maintenance and repair of building exteriors, as well as maintenance of the Clubhouse, pool and tennis court.

Communication - The Management Agent is responsible to communicate with Owners and residents about their responsibilities which affect other residents and/or the community as a whole.

Finance - The Management Agent is responsible to collect assessments and assess late charges. Separate bank accounts in the name of Valencia Hills Condominium Association are the depositories of all funds of the Association. From Association funds, the Management Agent pays all regular operating expenses of the Association when due; larger disbursements require a Director's signature. The Management Agent provides the Board with monthly financial reports and assists the Board in preparing the annual operating and capital improvement budgets.

Payments - From time to time, the Management Agent will issue envelopes or coupons for the payment of assessments. To insure proper credit to your account, please make all payments to Valencia Hills Condominium Association and note your unit number on your check. If you misplace your envelopes or coupons, please call the Management Agent.

Automatic Payment Option – The Management Agent offers a free service under which you may sign up on-line to have your monthly Association fee automatically deducted from your bank account. The Owner controls the amount of each deduction, so the Owner must change the amount each time the monthly assessment changes. For automatic payment options please log on to www.smartstreet.com and click “ONLINE PAYMENTS” tab in the upper left corner of the screen. Your unit number is your account number. For more information, call the Management Agent.

Any questions or concerns relating to any of the responsibilities of residents or of the Management Agent should be brought in writing to the attention of the Management Agent or a Director, or you may attend a regular Board of Directors meeting to discuss your concerns during the open forum.

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FACTS & TIPS

See “*Contact Information*” beginning at page 1.

Fees, insurance deductibles, and other amounts mentioned in this *Guide* were current at time of publication. These are subject to change; talk with a Director or Committee Chair for the Current amounts.

Questions About Your Budget Assessment Account - Call the Management Agent and ask for the accounting department. Before you close on the sale of your residence, you must (a) obtain a closing letter from the Management Agent's accounting department [cost is \$10] and (b) supply the new Owner's names and telephone number to the Management Agent. Closing letters will state the status of all assessments pertaining to the residence.

Clubhouse Fees -The use fee for the clubhouse is \$25. The refundable security deposit for Clubhouse use is \$125. The fee to use the community propane grill (including gas) is \$15.

Tennis and Pool Access – We have combination locks on the tennis and swimming pool gates and the pool-access door to the Clubhouse restrooms. Residents should not give out the combination to anyone other than another resident.

To open any of the locks, you must enter the following combination code: **1 - 3 - 5 - 2 - 4**. You do this by pressing each correspondingly numbered button one at a time (sequentially). You will feel a slight click each time a button is depressed. After all 5 buttons have been depressed, turn the knob in the direction of the arrow and pull the gate/door open at the same time. If you make a mistake, turn the knob all the way both ways and start over. The gate should close automatically behind you. If it doesn't, please close it. For safety and insurance liability reasons, please never prop open the gate.

How to File a Maintenance Request or Complaint - All maintenance requests and complaints must be in writing mailed, e-mailed or faxed to our Management Agent. Emergencies may be reported via telephone (e.g., roof leak to Findlay Roofing Company or outside plumbing problem to Sharper Image Management), but should be followed up in writing to our Management Agent for your protection.

Landscaping - *Owners and residents should not direct any requests directly to the community's contracted landscapers.* Communicate your requests or concerns in writing to the Management Agent or to the Landscaping Committee or attend a regular Board meeting.

Lighting has been placed at strategic areas around the Property. Street lighting is provided by Georgia Power and is controlled by photo sensors; if you notice a problem with the street or driveway lights, please note the “pole identification” markings and inform the Management Agent. Sidewalk lighting has been placed throughout the campus. At the time this *Guide* was published, a project was underway to replace the older low-level walkway lights with lanterns on 8-ft poles. The pole lanterns are controlled by photo-electric switches. The low-level lights are controlled by timers, which may become uncoordinated because of power outages and seasonal changes; residents may locate the timer controlling their walkway lights and adjust the on-off cycle as needed or call the Management Agent. Bulbs that are burned out should be reported to the Management Agent.

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Garbage and Trash - Under *Georgia law*, household garbage and yard waste can not be mixed in the same container. Any yard waste (such as dead houseplants or shrub trimmings) should be deposited in the hatch marks at south end of the second parking area (near where the stream crosses beneath Balearic Drive) for removal by the landscape contractor.

Household garbage and trash should be deposited in covered cans or tied plastic bags and left outside garage doors no sooner than sundown the evening before collection. Cans and bags should be placed so as to block neither your neighbor's garage nor your mailbox. Collection days are currently Mondays and Thursdays. The collection will be made the next day if one of these holidays falls on a collection day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas.

The following prohibited materials should not be deposited with household garbage: paint, tires, motor oil, batteries, or other hazardous materials. Removal of prohibited materials and items too large to fit into a garbage can or plastic bag is the responsibility of the resident. Move-in boxes, appliances, remodeling debris, move-out trash, and prohibited materials will be removed by the sanitation contractor for a reasonable fee to be paid by the resident to the sanitation contractor. See "*Contact Information*" beginning at page 1.

Automobile Registration – Registration of automobiles is required by Rules and Regulations paragraph 11-9.

- (a) All resident vehicles must be registered with the Management Agent within 14 days of the resident's move-in date, or the change of a vehicle and/or license plate.
- (b) Each resident is responsible for providing the Management Agent the following vehicle information: License plate number and State; Vehicle Make, Model, Production Year, and Color.
- (c) The Management Agent will issue a Valencia Hills' registration decal for each registered vehicle. Registration decals shall be individually numbered, of generic design selected by the association board and shall not provide any direct reference to a resident's address nor to Valencia Hills. The registration decal must be displayed in a visible location on the left rear windshield of each registered vehicle. Convertibles and vehicles with darkened rear windows may display the decal in the lower corner of the driver-side windshield.
- (d) A directory of registered vehicles shall be maintained by the Management Agent, and shall only be shared with the Valencia Hills Board of Directors.

Visitor-Parking Pass

- (e) Non-resident vehicles parked in common elements more than five consecutive days must display a visitor-parking pass. The visitor-parking pass must be displayed on the driver-side dashboard, and must include the registered vehicle decal number of the resident being visited.

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(f) Each resident shall be provided reusable visitor-parking passes upon the receipt of a vehicle registration decal. Additional visitor passes may be obtained from the Management Agent.

Enforcement

(g) Non-compliance will be subject to citation guidelines for vehicle violations.

Homestead Exemption is available to Owners who are also residents on January 1st each year. By obtaining homestead exemption, your property taxes will be significantly reduced. You apply for homestead exemption with the Cobb County Tax Commissioner any time through March 31st of the year of eligibility. If you miss the deadline, your exemption will become effective the following year. You need to apply only once, so long as you continue to be a resident Owner. Resident Owners over age 62 are also entitled to an exemption from school tax. You can print the exemption application forms from www.cobbtax.org.

Political and School Districts

Congressional District	6
State Senate District	32
State House District	31
Cobb County Commission District	2
Cobb County School District	6
Precinct Sope Creek	2
Polling Place:	Sope Creek Elementary School, 3320 Paper Mill Road
Public Schools:	
Brumby Elementary School	1306 Powers Ferry Road
East Cobb Middle School	380 Holt Road
Wheeler High School	375 Holt Road

Violations of the Rules and Regulations should be reported in writing to the Management Agent, including the following information:

- ◆ Unit number and/or name of persons in violation.
- ◆ Description of the violation.
- ◆ Parties involved in the violation.
- ◆ Date(s) and time(s) of the violation.
- ◆ Name, unit number, and telephone number of the person reporting the violation.

Anonymous reports of violations might not be acted upon. The Management Agent is empowered by the Board of Directors to respond appropriately to all reported violations.

Resolving Disputes With Neighbors - In most cases, neighbors work out their differences in harmony and cooperation. 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

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a calm and reasonable manner or leave a note indicating their concern. The Management Agent and/or the Board should be called upon when there is an impasse. The Management Agent will ask the resident to place the complaint or concern in writing after which the Association will send a letter to the person violating the rules. Residents who feel they have been falsely accused or who dispute the allegation should place in writing their rebuttal or concern. Residents can also attend the monthly Board of Directors meeting to state their case during the open forum session and ask the Board to review the matter. Even then, however, the matter may be beyond the authority of the Board to resolve.

Civil Violations, such as burglary, vandalism, disorderly conduct, excessively loud neighbors or dogs running loose should be reported to the local authorities first, not to the Management Agent or members of the Board. The Association officers and the Management Agent are not policemen. The Board of Directors may, however, become involved as needed to protect the interests of the community as a whole.

SAFETY AND SECURITY

Emergency telephone numbers - When the Management Agent's office is closed, they have an answering service to answer emergency calls. Each Owner and resident should ensure that the Management Agent has their current home, work and emergency contact telephone numbers.

Security services are not provided by the Association. It is the sole responsibility of each Owner to protect his or her person and property. See the Appendix – *Association and Personal Insurance*.

Charcoal and propane grills - The Georgia Fire Code prohibits charcoal and propane grills to be used on decks and porches and within 10 feet of combustible material (e.g., the walls and ceilings of units). The Code also requires that, when not in use, propane tanks should be removed from the grill and stored in a fireproof cabinet. Any damage to residences or common property resulting from violation of this legal requirement will be the responsibility of the resident.

Fireplaces - The fireplaces installed when the community was built in 1974-75 are designed to be used without glass doors. Several building fires have originated in fireplaces or chimneys in the past. In addition to avoiding glass doors, residents are advised to have the flue cleaned regularly and the fireplace checked for safety. Particular attention should be given to cracks or openings in the firebox caused by settling.

Gas furnaces and water heaters - The community residences were originally all-electric, but many have been converted to gas furnaces and/or water heaters. In some cases, furnaces and heaters were not vented vertically through the provided chase, but rather through a back or side wall. It is the responsibility of each Owner to be sure the ventilation is safe; soot forming at the vent outlet is a sign of improper combustion. Owners should have gas furnaces and water heaters safety-checked at least annually by a licensed contractor. A carbon monoxide detector is also a prudent safety precaution.

Cold weather concerns - Frozen pipes are the responsibility of residents. As the outside temperature falls below 32°F, the potential for frozen pipes increases dramatically. A strong wind makes the potential even higher. A pipe doesn't always break the first time it freezes. Often it will take a few freezes and thaws before it cracks. It is the flexing of the pipe wall during the freeze-thaw cycle that

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weakens it. Eventually, it will be unable to stand another freeze. Just because your pipes didn't break last winter doesn't mean they didn't freeze and weaken.

During freezing weather, leave the temperature in your residence at least 55°F, and leave the doors of cabinets under sinks open for warm air circulation. When the overnight low temperature is expected to be below 25°F, residents should leave hot *and* cold water faucets (especially any against outside walls) dripping, since moving water freezes at a lower temperature than still water. Remember to include the outside faucets. It isn't necessary for the water to gush; the drip should be no more than the width of a match stick.

Remember to turn the water off after temperatures rise above freezing.

If you plan to be away from home for a few days or longer, following the suggestions below may help to assure a pleasant return.

At least one day before you leave:

- ◆ Notify your news carrier to discontinue newspaper deliveries and notify the post office to hold your mail *or* arrange with a neighbor to pick up and hold your mail and papers.
- ◆ Arrange to have someone check your front door area and garage door area daily while you are gone to remove deliveries or throw-away papers.
- ◆ If you have valuables in your home, take them to your safe deposit box. Deposit extra cash in the bank.
- ◆ Arrange with a neighbor, friend, or relative to watch your home while you are away. Give them a key and let them know how you can be reached in an emergency. Give them a description of your car and license number. Take their telephone number with you so you can check with them.
- ◆ Notify the police and our Management Agent about your departure and return dates, and give them the name, address, and telephone number of the person to notify in case of a burglary, fire, or other emergency. We are in Cobb County Police Precinct 3 - phone 770-499-4183.

On the day you leave:

- ◆ Unplug all electrical appliances such as computers, radios, televisions, irons, washers, and fans to prevent possible damage during electrical storms.
- ◆ Make sure all gas appliances are in good working order and that pilot lights are working. Set your thermostat so that your furnace or air conditioner will maintain a reasonable temperature (85°F in summer, 55°F in winter). In winter, make sure a neighbor has a key to turn on your faucets in case of a freeze.
- ◆ Turn down the volume control on your telephone so it can't be heard from outside. Close and lock all windows and doors.

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- ◆ If you are leaving a car outside, make sure it is locked. If you will be gone over 14 days, be sure to notify the Management Agent; otherwise your car is subject to being towed.
- ◆ Set an electrical timer to turn some lights on and off during the evening hours.
- ◆ Make sure the last person out locks the door.

RULES AND REGULATIONS

Clubhouse

- 1-1 The Clubhouse may be reserved for private use on a first-come, first-served basis upon payment of a security deposit and a use fee. The party reserving the Clubhouse will be required to sign a use agreement which will govern the use of the premises. The party reserving the Clubhouse must be a resident, and must be present during the use of the Clubhouse. Owners must co-sign the Rental Agreement with non-Owner residents.
- 1-2 The security deposit is refundable after a post-event inspection and inventory by the Clubhouse Committee. The security deposit will be forfeited to the Association should the clubhouse not be returned to the condition in which it was found or if the inventory indicates anything is missing from the premises.
- 1-3 In all cases, the party reserving the Clubhouse will be held responsible for the actions of his/her guests. Cleaning charges and/or charges for damages in excess of the security deposit will be assessed against the party reserving the clubhouse *and* the homeowner of record.
- 1-4 All use of the clubhouse is restricted to reasonable hours. Because of limited parking and clubhouse facilities, parties and meetings are limited to no more than fifty (50) non-residents. The provisions in this *Guide* relating to noise are incorporated into this section by reference.
- 1-5 The keys for the clubhouse must be obtained from the Chair of the Clubhouse Committee or a Director and returned to same immediately after the event.
- 1-6 Clubhouse rental does not include the exclusive use of the pool area or the tennis court. The pool and tennis court remain available for use by all residents during the normal hours of operation. The swimming pool and tennis court rules provided herein apply during Clubhouse rental.

Swimming Pool

- 2-1 There is no lifeguard on duty. Solitary swimming is forbidden. All persons using the pool do so at their own risk. The Association assumes no responsibility for loss of life or personal injury or loss or damage to personal property in or around the pool area.
- 2-2 The pools area is open 7:00 AM to 10:00 PM, seven days a week during open pool season as long as weather permits. The pool is restricted to residents, and to guests accompanied by an adult

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- resident. Guests are limited to no more than four (4) per residence. No swimming lessons for gain or profit are permitted.
- 2-3 Children less than 13 years old must be accompanied at the pool by an adult resident.
- 2-4 Please keep the pool area as neat as possible. Trash and cigarette receptacles have been provided toward this end – please cooperate in using them. Pool furniture must not be removed from the pool area, and should be returned to an orderly arrangement upon leaving the pool area. The furniture is to be used only in the manner for which it was obviously intended (e.g., chairs are for sitting and are not diving platforms.) Floats, water toys, and the like must be removed from the pool area when leaving. Please lock the pool area when leaving.
- 2-5 Please show consideration for others by keeping radio and other music volume low.
- 2-6 Proper swimming attire must be worn in the pool at all times. Cut-offs or clothing which will ravel are not proper attire.
- 2-7 No pets are allowed in the pool area (*Cobb County ordinance*). The presence of pets in the pool area could result in Cobb County closing the pool or imposing sanctions. If this happens, the pet Owner will be held responsible for all resulting costs to the Association.
- 2-8 Grilling is allowed in the pool area only using a propane grill (no charcoal or wood). No glass containers are permitted in the pool area. If glass is broken in the pool, it may require the pool to be drained to remove all the broken glass. The person responsible for bringing such glass into the pool area will be assessed the full cost of removing the glass and refilling the pool.
- 2-9 No boisterous conduct is allowed in the pool or pool area. This prohibition includes running, pushing, wrestling, excessive splashing, misuse of the facilities or undue disturbance to others in the pool area.
- 2-10 Health concerns – Anyone with skin abrasions, colds, coughs, inflamed eyes, infections, bandages, etc. is prohibited from the pool. Spitting, spouting of water, blowing the nose, etc. is prohibited in the pool. Bathers should take a shower before entering the pool and after using oily lotions. Children in diapers are not permitted in the pool at any time.
- 2-11 Admission to the pool and pool area may be denied to anyone who repeatedly violates these pool rules.

Tennis Court

- 3-1 The tennis court is open 7:00 AM to 10:00 PM, seven days a week. The court is restricted to residents and to residents' guests when residents are present. Children under 13 years of age must be accompanied at the tennis court by an adult resident.
- 3-2 The court is restricted for use in the game of tennis only. No tennis lessons for gain or profit are permitted. No activities other than tennis (e.g., soccer, skating, rollerblading or skate boarding)

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are permitted. No objects not connected with the game of tennis are to be brought into the court. Tennis shoes must be worn in the tennis court. No other type of shoe is allowed.

- 3-3 Reservations may be made no more than 48 hours in advance of the time you wish to play by signing-up, on a first-come, first-served basis, using the log provided on the bulletin board at the clubhouse entrance. The court may be reserved for play up to a maximum of two (2) hours. Playing time will last only until the end of the reserved period, regardless of when play was begun. In no event may two successive periods be reserved by the participants in the same match. When not reserved, the court is available on a first-come, first-served basis. Sign up on the reservation log before you begin play.
- 3-4 A reservation will be forfeited if the person reserving the court does not show up for play within 15 minutes of the scheduled starting time. Upon forfeiture, the court will be available for the balance of the time period on a first-come, first-served basis. Please remove your name from the reservation list in advance of the scheduled time of play in instances where forfeiture is anticipated.
- 3-5 In the interest of maximum participation, please make an effort to include players without reservations in doubles matches where possible.
- 3-6 Please keep the court area as neat as possible. Trash receptacles have been provided toward this end – please cooperate in using them. Please lock the tennis court upon completion of play.

Maintenance and Related Responsibilities

Responsibilities of Owners

- 4-1 Owners' residence units have no horizontal boundaries. The vertical boundaries are the centerline of common walls and the exterior walls including the plywood siding and trim, but not including the stucco. Some items outside these limits (such as satellite dishes, air conditioner compressors and exterior light fixtures) are also defined as "within the unit." [*Declaration of Condominium* Paragraph 3] Front porches are not within the boundaries of the residence.
- 4-2 The Owner has the obligation to maintain and keep in good repair all portions of his/her residence unit, except those for which the Association is responsible (see below). Among other matters, the Owner is responsible for decks, patios, and/or terraces serving the residence unit, all glass surfaces and window frames; all garage doors and other doors, doorways, and frames; all hardware that is part of the entry system to the residence unit; all screens; all exterior lights serving the unit (except driveway light fixtures between garage doors); all satellite dishes; the air conditioner compressors; and all pipes, lines, conduits, or other apparatus (including gas, electricity, water, sewer and air conditioning) located within a unit's boundaries.
- 4-3 If an Owner does not fulfill his/her maintenance responsibilities, the By-laws authorize the Association to do it after notice and to assess the actual cost to the Owner. Further, if damage results to condominium property outside the residence from a resident's failure to properly maintain the residence (including its furnace, fireplace, etc.) or from a resident's negligence (e.g.,

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allowing pipes to freeze), the Board may assess the Owner the full amount of the Association's loss.

- 4-4 Residents shall keep their porches and decks clean and neat, so as not to cause a nuisance to their neighbors. All personal property such as trash cans, garden hoses, children's toys, bicycles, rafts, lawn chairs, firewood, etc. must be kept out of sight and inside the residence or its garage when not in use.
- 4-5 Owners are responsible for, and shall provide, applicable worker compensation and general liability insurance for any workers or contractors invited onto the Condominium property by an Owner.
- 4-6 Owners are responsible for the cost of clearing sewer blockages unless it is demonstrated the blockage is in the sewer line(s) within the common elements.

Responsibilities of the Association

- 4-7 The Association maintains, as a common expense, all common elements. In addition, the Association maintains the following parts of the buildings, even when within the boundaries of a residence unit: exterior surfaces (including the plywood siding and trim woodwork, including all railings and pickets; painting, stucco, and roof shingles), front porches, stoops, landings, steps, and projecting cornices and copings
- 4-8 Owners should promptly report in writing to the Board of Directors or its Management Agent any defect or need for repairs where the Association is responsible for such repairs or maintenance.
- 4-9 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 elements, however, residents should promptly notify the Management Agent so appropriate mitigating actions may be taken.

Landscaping

- 4-9 The Association maintains all trees and shrubbery in the common elements. Before making any changes to trees or shrubbery in common elements, Owners should submit a plan to the Board of Directors or the Landscaping Committee for approval. Approved landscaping will be maintained by the Association.
- 4-10 No stones or other rigid landscaping materials shall be used in the common elements without the express approval of the Board. Among other concerns, stones might be picked up and thrown by lawn mowing equipment.

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- 4-11 After discussion with members of the Landscaping Committee, Owners are permitted to plant flowers in pine straw areas in the fronts of and ends of units where they reside. Owners may also plant flowering plants along the driveways. Any damage to common elements caused by Owners' plantings is the responsibility of the respective Owners.

Examples of maintenance responsibilities

The following examples show how the Board has interpreted and applied the respective Owner/Association responsibilities in specific cases.

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Roof leaks

- 4-12 Except as mentioned in connection with satellite dishes, roof vents and skylights, the Association is responsible to locate and stop leaks in roofs, but the Owner is responsible to repair any interior damage including ceilings, walls, flooring, and/or furnishings.

Satellite dishes

- 4-13 The placement of satellite dishes should be approved by the Architectural Standards and Maintenance Committee before installation. If possible, satellite dishes should be installed below the topmost line of the roof, so as not to cause an eyesore, and should be mounted on eaves instead of roof surfaces. Whether or not the location is approved, Owners are responsible for remedying roof or siding leaks or other problems associated with their satellite dishes. See Rule 6-7.

Roof vents and skylights

- 4-14 The community buildings were built originally without attic ventilators or skylights. A number of homes in the community had ventilators and/or skylights installed later. The repair and replacement of attic ventilators and skylights, including any roof leaks associated with them, is the responsibility of individual Owners.

Window leaks

- 4-15 Water intrusion originating around the window sliding panels or sashes, or around the window unit frame, is the responsibility of the owner.

Gutters and downspouts

- 4-16 Gutters and downspouts are maintained by the Association, but gutters and downspouts along the driveway sides of buildings are the responsibility of Owners to install.

Frozen pipes

- 4-17 Damage caused by frozen or otherwise broken water pipes or water heaters is an Owner responsibility.

Foundations: Water intrusion into basements

- 4-18 Foundations are within the boundaries of residence units, and are the responsibility of individual Owners. The community buildings were built originally without living spaces on the garage level. Some of the homes in the community have since been excavated behind the garage to increase the usable space. Any rainwater or groundwater intrusions into these added areas or other related structural issues are the responsibility of the respective Owner.

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Storm windows and doors

- 4-19 The community buildings were built originally without storm windows and doors. A number of homes in the community have had storm windows and doors installed later, and their maintenance and repair is the responsibility of the Owner. If storm windows or doors must be removed to accomplish painting by the Association, the cost of such removal and replacement may be assessed directly against the respective unit Owners.

Pest intrusion

- 4-20 If a resident experiences intrusion into their residence by rats, squirrels, raccoons, opossums, or other creatures, the removal is the responsibility of the homeowner, but the Association will block access by patching the point of ingress after the creatures are removed.

Assessments

- 5-1 The amount of the regular budget assessment is fixed by the Board of Directors for the Association's fiscal year beginning June 1st, and the amount is subject to change annually.
- 5-2 The regular homeowners' budget assessment accrues on the 1st of each month and is due on the 1st, payable in advance for that month. Checks should be made payable to Valencia Hills Condominium Association and delivered to the Association's Management Agent.
- 5-3 Any assessment payment not received by the 5th of the month is delinquent. Actual receipt or a post office certificate of mailing shall govern. A 10% late fee and 10% interest per annum will be charged for all delinquent assessments. Assessments more than 90 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 Owner. Delinquent assessments and fees constitute a lien against the title of the individual condominium Ownership unit.
- 5-4 Any special assessments are submitted to the Owners for approval.
- 5-5 The powers of the Board of Directors to enforce payment obligations of Owners, and the policies of the Board for their implementation, are set out in the Appendix – *Assessment Collection Guidelines*.

Architectural Standards

- 6-1 Residents shall refrain from painting or otherwise decorating or changing the outside appearance of the residence, any appurtenance thereto, or any limited common element without the express approval of the Architectural Standards and Maintenance Committee or the Board of Directors.
- 6-2 Drawings or architectural plans and specifications must be submitted in writing to the Architectural Standards and Maintenance Committee and approved prior to the commencement of any exterior changes. If the Committee fails to respond to a written request within 60 days, the homeowner's plan is deemed approved. For any change permitted (e.g., garage doors, attic

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ventilator fans, skylights, satellite dish, or deck enclosure), the Owners and their successors-in-interest shall assume all responsibility for maintenance, repair, replacement, and insurance related to the change.

- 6-3 Residents are permitted to fly the American and Georgia flags and to display no more than one other tasteful flag or banner not to exceed 24" x 36" in size.
- 6-4 The design, type, location, size, color, and intensity of all exterior lights are subject to approval of the Architectural Standards and Maintenance Committee.
- 6-5 No window air conditioning units or window fans shall be used in the Condominium. No awnings, shades, screens or storm windows shall be attached to the exteriors without approval of the Architectural Standards and Maintenance Committee. No foil or other reflective material shall be used on any windows for any purpose. 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 are permitted. Deck screens must be painted the same color as the building exteriors (call the Management Agent for information about sources for the appropriate paint).
- 6-6 Outside clotheslines or other outside facilities for drying or airing laundry are prohibited. No clothing or other personal items, such as bathing suits, towels, rugs, and the like shall be placed on deck railings.
- 6-7 No speakers, horns, whistles, bells, or other sound devices; no antennas used for AM/FM radio, amateur ("ham") radio, CB radio, or Digital Audio Radio Services ("DARS"); and no other electronic devices shall be installed on the exteriors of buildings, including decks and porches, without Architectural Standards and Maintenance Committee or Board approval. Devices (e.g., satellite television receiver dishes) which comply with all applicable FCC regulations are permitted. Devices not in compliance with such regulations must be brought into compliance at the owner's expense. To preserve the uncluttered harmony of the Association property, device color must blend with the color scheme of the building upon which it is mounted. Devices must not be installed in the common areas. Trees or shrubs must not be cut during or after installation. Cables must be black or dark gray, neatly installed and concealed from view as much as possible. If reception is not impaired, satellite dishes should be placed below the highest point of the roof and the dish should be mounted on a wood eave. Satellite dish size should have the smallest diameter possible to receive a good signal. The Architectural Standards and Maintenance Committee may be consulted for more information.

Use Restrictions

- 7-1 The residences at Valencia Hills are restricted exclusively to residential use, and no residence shall be occupied by more than a single family. As used herein, the term "single family" shall mean one or more persons, provided all persons occupying a residence are interrelated by blood, adoption, or marriage. If persons occupying a residence are not all interrelated by blood, adoption, or marriage, then the occupancy of that residence shall be limited to four (4) persons. The words "by blood" shall encompass only children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nieces, nephews, and first cousins, and no other degree of kinship.

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- 7-2 No business activities which bring customers or clients onto the Condominium property shall be conducted on the Condominium property. This prohibition includes garage and yard sales, except for events approved by the Board of Directors.

Sales and Leasing

- 8-1 Valencia Hills condominium units purchased after January 18, 2006 may not be leased except with a hardship permit issued by the Board of Directors. See paragraph 15 of the Declaration of Condominium. If you wish to lease your unit, please discuss the matter with the Board of Directors.
- 8-2 Any Owner intending to sell or lease a residence shall give notice of that intention to the Association via the Management Agent, stating the name, address, and telephone number of the intended buyer or Lessee.
- 8-3 All leases and subleases must be in writing, for a term of at least twelve (12) months, and in a form approved by the Board of Directors. Among other matters, the lease must include the provisions set forth in the Appendix – *Mandatory Lease Provisions*. A copy of the lease must be sent to the Management Agent within fifteen (15) days of entering into the lease. The Owner is responsible to furnish the Lessee with a copy of the Declaration of Condominium, the By-Laws, and the Rules and Regulations.
- 8-4 Notwithstanding provisions of law that subject Lessees to the authority of the Board of Directors, Owners remain responsible for any unpaid fines assessed against their Lessees.

Insurance

- 9-1 Please see the Appendix – *Association and Personal Insurance* for important information. The insurance maintained by the Association complies with the By-Laws (Article VI Section 2), and provides replacement cost coverage for covered hazards to common property and to individual residence units as *initially constructed and installed in accordance with the original plans and specifications*. Each Owner and mortgagee is provided with a certificate of insurance by the Association's insurance carrier. A copy of the Association's policy of insurance is on file with the Management Agent.
- 9-2 The Association's insurance coverage does not provide liability coverage to Owners or other 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.
- 9-3 The Association has obtained the smallest deductibles available for the Association's insurance coverage. Owners are personally responsible for paying any deductible. For current deductible amounts, see the Appendix – *Association and Personal Insurance*.

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- 9-4 Owners and Lessees are advised to obtain personal insurance for personal liability, personal property, personal deductibles, personal living expenses in case of a loss making the unit uninhabitable, and for property improvements and betterments.

Garbage and Trash

- 10-1 The collection schedule for garbage and trash is subject to change from time to time, based on coordination of the needs of the community and its sanitation contractor(s). When a change in the collection schedule is made, the Association will notify the residents.
- 10-2 The following prohibited materials shall not be deposited with household garbage: yard waste, paint, tires, motor oil, batteries, or other hazardous materials. Removal of prohibited materials and items too large to fit into a garbage can or plastic bag is the responsibility of the resident. (For information about removal, see Garbage and trash in the “Facts & tips” section of this *Guide*.) Garbage cans, trash and refuse are to be kept off the common elements and out of sight of neighboring residences at all times except in conjunction with garbage collection. Covered garbage cans or tied bags should be put outside garages *no sooner than sundown the evening before collection*. Garbage cans should be promptly returned inside garages after collection.
- 10-3 Neatness adds to the "curb appeal" and value of our property. The throwing of trash (including cigarette butts) on the common grounds is prohibited. Use trash containers.

Vehicles and Parking

- 11-1 Reckless driving within Valencia Hills is prohibited. Any person operating a vehicle while under the influence of alcohol shall be deemed to be operating that vehicle in a reckless manner. Operation of any motorized vehicle on our private street by any person who does not possess a current, official driver's license is prohibited. A 15 MPH speed limit has been established and speed bumps have been installed in the community for the safety of all. Damage to any automobile resulting from excessive speed over speed bumps is the responsibility of the driver. Visitors should be reminded of their driving responsibility while visiting this private property. The Board of Directors is empowered to levy fines against *residents and Owners* for violation of this paragraph by themselves, members of their families, or their Lessees, agents, or invitees. As permitted by law, the Board of Directors is also empowered to suspend offenders of this paragraph from use of Balearic Drive and the common elements of Valencia Hills.
- 11-2 Motor vehicles must be parked only on paved areas. No parking spaces in the Condominium are reserved for the use of any particular residence unit. Because of limited parking areas, residents are strongly encouraged to use their garages for parking. Residents should keep their garage door closed as much as possible.
- 11-3 The following kinds of vehicles are prohibited anywhere in the common element, except for ingress to and egress from garages. Residents are permitted to park such vehicles in their garages.

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- Vehicles over 20 feet in length, or having more than four wheels.
 - Vehicles used primarily for commercial purposes or with exterior commercial markings, except that commercial vehicles shall be allowed on the common elements between the hours of 8:00 AM and 8:00 PM for the purpose of serving a residence or the common elements;
 - Motorcycles, motor scooters, go-carts, ATVs, tractors, dune buggies, or similarly noisy vehicles;
 - Mobile homes, motor homes, recreational vehicles, busses and truck campers of any kind;
 - Trailers of any kind, including boat or utility trailers;
 - Any disabled vehicle;
 - Any unlicensed motor vehicle;
 - Any vehicle that is unsightly (excessive dents, excessive rust, requiring paint, moldings missing, excessive cracked or broken glass, etc.) or that is disruptive of property values or the peace and quiet of Valencia Hills in the opinion of the Board of Directors.
 - Any vehicle with signs or markings indicating it is for sale.
- 11-4 Vehicles shall not be stored except in garages. A vehicle which remains stationary in the common element for fourteen (14) days is a stored vehicle. Stored vehicles should be reported to the Management Agent so their status can be monitored.
- 11-5 No automotive mechanical work is allowed outside garages except for emergency work of short duration.
- 11-6 *Owners of prohibited, stored, or illegally parked vehicles may be fined and/or the vehicles may be towed at the Owner's expense at the discretion of the Board of Directors.* The Board may cause to be placed a notice on any vehicle in violation of these rules, stating that after 24 hours, the vehicle may be towed. If the violation continues beyond the 24 hours or occurs again within 6 months, the vehicle may be towed in accordance with the original notice, without further notice to the Owner or user of the vehicle.
- 11-7 For fire safety and to avoid inconvenience to others, parking or leaving a vehicle unattended is not permitted by anyone at any time on Balearic Drive along yellow painted curbs, in driveways, or where posted for "no parking." *Unattended vehicles in violation of this paragraph are subject to being towed without notice and the vehicle Owner is subject to a fine.*
- 11-8 The name and telephone number of the Association's authorized towing company is posted near the entrance and near the rear of the community. If a vehicle is towed due to violation of these Rules and Regulations, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity.
- 11-9 For safety and identification, residents' vehicles must be registered and display a Valencia Hills numbered registration decal. Non-resident vehicles parked in common elements more than five-

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consecutive days must display a visitor-parking pass with reference to the resident's registration decal number.

Pets

- 12-1 All Cobb County pet laws, including leash laws and limitations on types and number of pets, must be followed. No Pit Bull dogs, snakes, or other animals considered dangerous by the Board are permitted.
- 12-2 By Cobb County ordinance and Valencia Hills rules, pet owners are required to remove their pets' waste from all areas within Valencia Hills. Fines may be levied by Cobb Animal Control and/or the Association.
- 12-3 The Board of Directors has adopted parts of the Cobb County Animal Control Ordinance, as follows:
- (a) Sec. 3-5-9 Duty of Owner to Keep Dog Under Control: It shall be unlawful for the Owner of any dog to permit, or anyone having a dog in his possession find control to permit, such dog to be out of control and unattended off the premises of the Owner in the unincorporated areas of the county, or upon the, property of another person in possession thereof. For purpose of this section, condominium and apartment common property shall not be considered the premises of the dog Owner.
 - (b) Sec. 3-5-10 Impounding - Required Generally: All dogs found running at large in violation of this chapter shall be immediately impounded by the county or its duly authorized officers or agents.
 - (c) Sec. 3-5-11 Same - When Owner Unknown: In the event that the Owner or possessor of the dog is not known, and such dog is upon the streets, alleys, sidewalks, school grounds, public places or premises of another, any law enforcement officer or agent or employee is duly authorized to take possession of such dog and impound it.
 - (d) Sec. 3-5-12 Same - Disposition of Impounded Dogs; Fees: Any dog seized under any provision of this chapter shall be detained at the county dog pound ... [and] the county shall be authorized to dispose of such dog.
- 12-4 Cobb County has been authorized by the Board of Directors to enter upon the Association property to enforce these provisions upon the request of any resident. Should any resident need this county service, please call Cobb County Animal Control.
- 12-5 No animal may be kept in a manner which unreasonably disturbs the resident of any residence. Residents are prohibited from leaving dogs unattended and leashed on decks, on front porches, or in the common elements. No animals may be kept for breeding or any commercial purpose.

Signs

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- 13-1 One security company sign not over 12" x 12" may be displayed at a residence.
- 13-2 "For Sale" and "For Rent" signs are not allowed on the Condominium property. A notice may be placed by the homeowner on the Clubhouse bulletin board and included in the community's "home information box" located at the "Clubhouse" sign next to the bridge to the clubhouse. To have a home included in the home information box, a resident must provide the following information to the association's secretary: condo address number; owner or listing agent contact telephone number(s); listing real estate agent name and number (if applicable); number of bedrooms; number of baths. All units will be listed on the same page.
- 13-3 Owners or their agents may also place an information box similar to the box provided by the Association, in the same area as the Association's information box next to the Clubhouse sign.
- 13-4 Other signs are not allowed, except for "Open House" signs during the hours a residence is open on the day the residence is being held open with an attendant present.

Quiet Enjoyment

- 14-1 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. We all live in close proximity to one another. Noise at a sufficient level to disturb other residents in your area of the community is unacceptable.
- 14-2 Noxious or offensive activities shall not be carried on in any residence unit or in the common elements. Each Owner or Lessee and his/her 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.

Other Provisions

- 15-1 For safety reasons, children (as defined by law) shall not be permitted to play on Balearic Drive or unsupervised in the driveways. Children should also be supervised when playing in the lawns, in the grassy area between the tennis court and Balearic Drive, in the "meadow" behind the tennis court (in front of buildings R and S) and in the wooded areas. Parents and guardians should be mindful that residents also walk their pets in these areas, and inspect these areas for play suitability before allowing children to play.
- 15-2 Governmental regulations, including building codes, health regulations, and zoning restrictions which apply to the Association's Property shall be observed. In the event of any conflict between any such governmental regulation and any provision of the Association's Official Documents or Rules and Regulations, the more restrictive provision applies.

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- 15-3 An action taken by a Board of Directors of Valencia 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.
- 15-4 Under the Official Documents, only Owners or their spouses (not both) may be Directors of the Association and only non-delinquent Owners or their spouses or proxy may vote on Association business.
- 15-5 Unless the context requires otherwise, terms used in this *Guide* have the meanings given in the Official Documents. The term "resident" includes Owners, Lessees and all members of Owners' and Lessees' families.
- 15-6 The Rules and Regulations comprising this *Guide* are constructed to provide equity and equality of privileges, rights, protection and safety for all Owners and residents. These Rules and Regulations do not replace the Official Documents; they supplement them. Violating these Rules and Regulations, or any provision of the Official Documents, may result in a fine of \$25 or more per infraction. After an owner or resident has been notified in writing they are in violation of a rule or regulation, each day the violation continues constitutes a separate infraction.

AUTHORITY

- 16-1 Upon purchase of the residence, the original Owner of each residence in Valencia Hills received a copy of the Declaration of Covenants, Conditions and Restrictions for Valencia Hills Condominium (referred to herein as "Declaration of Condominium") and the By-Laws of Valencia Hills Condominium Association, Inc. (together, these are referred to as the "Official Documents"). It is the responsibility of selling and buying Owners to see that these Official Documents are passed along to successor Owners. If you need a copy of the Official Documents, you can obtain a copy without charge by logging on to <http://www.cobbsuperiorcourtclerk.org/>. The Declaration of Condominium is recorded in Deed Book 2038 page 98-107, Deed Book 7074 page 9-11, and Deed Book 14278 page 4850-4553. The By-Laws are recorded at Deed Book 2038 page 108-113 and Deed Book 14278 page 4854-4857. You may also obtain a pdf copy of the Declaration, By-Laws and this Guide at no cost by sending a request to Valencia.Hills.Condo@gmail.com. If you do not have internet access or a printer, you can purchase a copy by delivering a \$25 check payable to Valencia Hills Condominium Association to the Association's Management Agent.
- 16-2 By purchasing a residence unit in Valencia Hills Condominium, the Owner became, by operation of law (OCGA Section 44), a member of Valencia Hills Condominium Association, Inc. (the "Association"), and agreed to abide by the Official Documents and the Rules and Regulations adopted by the Board of Directors. Owners are responsible for the actions of their Lessees notwithstanding the fact that, by leasing a residence unit, Lessees also became legally bound by the Official Documents and the Rules and Regulations (OCGA Section 44). Owners and Lessees are responsible for the actions of their invitees, roommates, and house guests.

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16-3 This Homeowner Guide *including* Rules and Regulations of Valencia Hills (*Guide*) has been adopted by the Board of Directors (the "Board") under its power to make and to enforce rules and regulations governing the use of the Condominium. [*Declaration of Condominium* Paragraph 8; *By-Laws* Article IV Section 13.1] This *Guide* is intended primarily to clarify the Declaration of Condominium and the By- Laws.

16-4 In the event of a conflict between the provisions of the Rules and Regulations and the provisions in the Official Documents, the provisions in the Official Documents shall govern.

A1-1 A member who falls into arrears in the payment of Association assessments because of hardship or other extenuating cause may present a written plan to remedy the arrears to the Board of Directors. If the member cannot personally appear at a Board meeting, the member may send the written proposed remedial plan by registered mail to the Association's Management Agent. **It is the responsibility of the member - not the Board - to initiate action and present a remedial plan.** On a case-by-case basis, the Board may approve remedial plans, and may waive further sanctions while the plan is being followed by the member.

A1-2 Without limiting the ability of the Board of Directors to strictly and promptly apply all collection remedies when the Board deems it to be appropriate, it is the intention of the Board to adhere to the following procedures when members are communicating with the Board and following their agreements.

First month

A1-3 Any payment received on the first banking day after a bank holiday shall be counted as received on the last day before the bank holiday (e. g., a payment received on Monday, July 6th shall be counted as received on Friday, July 3rd. A member who is five days late shall be sent a late payment notice by first class mail, in which the 10% late fee shall be assessed. A member who receives an incorrect late payment notice should telephone the Management Agent *and* the Association's Treasurer at once.

Second month

A1-4 A member who is in arrears forty days (thus owes two months assessment and two late charges) shall be sent a letter by both certified and first class mail giving notice that the annual assessment *will be accelerated* and additional sanctions may be imposed at the next Board of Directors' meeting, unless (a) the member's account is brought current before the meeting, or (b) a written plan to remedy is presented by the member and approved by the Board.

Further steps

A1-5 The additional sanctions that may be applied include:

- ◆ access to the common elements of the Association may be denied to the member and to all tenants and guests of the member, and cars parked in the common elements may be towed;
- ◆ a water shut-off valve may be installed at the water service entrance to the member's unit, with the cost assessed against the member, and the member's water may be discontinued;
- ◆ the member's account may be turned over to the Association's attorneys to perfect a judgment and all attorney and court charges incurred shall be charged to the member; and

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- ◆ the Association may foreclose the judgment lien.

A1-6 “Accelerate” means that the entire annual assessment becomes due and payable immediately, and not in monthly installments. “Common elements” include the recreational amenities and all parking areas except the interior of garages.

A1-7 No member’s account will be turned over to the Association's attorneys for collection unless the cumulative amount in arrears equals or exceeds three months’ assessment plus late charges and interest. After the member's account is turned over to the Association's attorneys, the account shall remain with the attorneys until the member’s account is 100% current. The attorneys shall pursue all appropriate action, including seeking a judgment in court against the member. After a judgment is obtained, the member’s wages and/or bank accounts may be garnisheed and/or the Association's lien may be foreclosed on the condominium unit of the member.

Mailing Address

A1-8 It is the responsibility of members to advise the Association and its Management Agent of all changes in mailing address. Certified mail sent to the unit address and/or the address last advised, returned by the post office as unclaimed, shall not serve as an excuse for nonpayment of assessments owed.

Application

A1-9 The above remedies and sanctions may be enforced in their entirety or individually, as the Board believes to be in the best interests of the Association. Failure to apply one sanction (e.g., towing) does not forestall application of another sanction (e.g., foreclosure).

Authority

A1-10 These guidelines and procedures have been adopted pursuant to the Georgia Condominium Act; the Declaration of Covenants, Conditions and Restrictions for Valencia Hills Condominium (the “Declaration”); the By-Laws of Valencia Hills Condominium Association, Inc.; and the Rules and Regulations thereunder.

These provisions apply to all leases and subleases of residence units at Valencia Hills. These provisions are incorporated into each any every such lease by operation of the Georgia Condominium Act (OCGA Section 44) and the By-Laws of Valencia Hills, and should be explicitly included in all lease agreements. **Important** – See paragraph 15 of the Declaration of Condominium and Rules and Regulations section 8 - Sales and Leasing.

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A2-1. Association as Third-Party Beneficiary

Lessee and Lessor acknowledge that Valencia Hills Condominium Association, Inc. (the "Association") is a third-party beneficiary of the promises made in this Lease.

A2-2. Compliance with Declaration, By-Laws and Rules

Lessee shall strictly comply with the Declaration of Condominium (the "Declaration"), and the By-Laws (the "By-Laws") of the Association, and with the administrative Rules and Regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless from any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, By-Laws or Rules and Regulations adopted thereunder shall constitute a default under this Lease.

A2-3. Enforcement by Association

Lessor hereby delegates and assigns to the Association, acting through its Board of Directors, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto. In order to enforce the provisions of this Lease, the Association may bring an action against the Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or By-Laws or available at law or equity to the Association. Failure by the Association to enforce any of its rights shall not be deemed a waiver of its right to do so thereafter.

A2-4. Fines by Association

If Lessee or a person living with Lessee violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed by the Association, such fine shall be assessed against Lessee and paid by Lessee.

A2-5. Copy of Declaration, By-Laws and Rules

Lessor hereby represents that the Lessee has been given a copy of the Declaration, By-Laws and Rules and Regulations of the Association. Lessee hereby acknowledges that Lessee has read them and is bound by them.

Valencia Hills Condominium Association Inc.
Rules and Regulations – Appendix Three
Association and Personal Insurance

The Association's insurance carrier is Community Association Underwriters (CAU). If you have an insurance question, call CAU's customer service department at 800-228-1930, ext 7154. If you encounter difficulty, call the Association's agent, Jim Leshner, at 800-228-1930, ext 7165.

The choice of a personal insurance carrier is the Owner's or resident's responsibility. At the time of publication of this *Guide*, CAU did not offer personal insurance lines.

Key Information regarding the Association's master policy:

1. The common elements, limited common elements and residential units are covered.
2. Residential units are covered based on original condominium plans and specifications. For example, fixtures, floor coverings and appliances would be replaced with new items of *like kind and quality* to those originally installed. **Upgrades are not covered.** Items not covered include, but are not limited to, upgraded carpeting, tile or hardwood floors, cabinets, cabinet tops, appliances, wall coverings, built-in bookcases, "found space" (such as basement rooms or additions) and other permanently installed fixtures.
3. The master policy is "Special Form" coverage, which includes fire; lightning; windstorm; hail; explosion; riot; aircraft and vehicle damage; smoke; vandalism; falling objects; weight of ice, snow or sleet; collapse; sudden rapid water escape or overflow from plumbing or appliances; frozen pipes; and convector units.
4. No coverage is provided for wear and tear; deterioration; damage by insects or animals; settling or cracking of foundation, wall, basements or roofs. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing, including leaking from around the shower, bathtub, toilet or sink. These events are properly classified as maintenance items.
5. The master policy contains no coverage for mold or flooding. No building in Valencia Hills is within the 100-year or 500-year FEMA flood plain.
6. The policy contains full details on coverages, limitations and exclusions. If you need a full copy of the Association's *insurance policy* (over 50 pages), you may obtain one from CAU for a fee of \$50.

Key information regarding unit Owners' insurance needs:

1. Owners need a condominium owner's policy (form HO-6) to provide coverage for personal liability, personal property, personal deductibles, personal living expenses in case of a loss making the unit uninhabitable, and for property improvements and betterments.
2. Because of the age of Valencia Hills, it may be difficult to differentiate between the original specifications of your residence and subsequent improvements that were made. In cases where an Owner is uncertain about needed coverage, consult your personal insurance agent about adding an estimated amount of insurance to your HO-6 policy.

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Association and Personal Insurance

3. The Association's master policy carries deductibles. **Currently, the deductible per occurrence is \$7,500 for water damage and \$2,500 for all other claims.** Your obligation to pay the deductible may be offset by your HO-6 policy, subject to your own deductible, if you include building coverage in your HO-6. Some insurers cover deductibles claims under "loss assessment." Ask your personal insurance agent.

Claims:

If you have an insurance claim, notify the Association's Management Agent *and* a member of the Board *and* your own HO-6 insurance carrier. Claims that involve your furniture and other personal property and upgrades must be submitted to your own HO-6 insurance carrier.

Claim payments under the Association's master policy are made to the Board of Directors as insurance trustee.

Certificates of Insurance:

If you need an *insurance certificate* it will be provided to owners without charge if requested by telephone by calling 1-800-228-1930, ext 7110 or log on to www.cauinsure.com. CAU charges lenders and attorneys that require expedited service \$30.

If your mortgage holder sends you a written request, send a copy to CAU by fax to 267-757-7410 or
Certificate Department
Community Association Underwriters
2 Caufield Place
Newtown, PA 18940

Renters:

Residents who are Lessees also have needs for insurance to provide coverage for personal liability, for personal property, and for personal living expenses in case of a loss making the unit uninhabitable. Contact a personal lines insurance agent.