

LaHacienda Condo Association

January 1

2017

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Rules and Regulations

History of LaHacienda

Construction on this subdivision was stated in 1972 by Tres III. The developer was Bennie Auerbach. Tres III presented and marketed LaHacienda as a ninety five (95) unit complex with a Clubhouse, Pool and Tennis Courts. The presentation plans illustrated LaHacienda as far reaching as our neighboring community Summit Trail.

In 1974, twenty three (23) units were completed. By 1976, six (6) units were sold. In that same year (1976), Tres III was foreclosed on by Tri South Mortgage Investors.

Tri South Mortgage Investors then became the Declarant. It was then discovered that the adjacent land (marketed as dedicated to the project), was not secured by the Mortgage Company, nor had it ever been dedicated in Gwinnett County to the LaHacienda Project.

In 1977, a proposal was made to the six (6) homeowners to reduce the number of units to forty six (46); since all six (6) of the homeowners would not agree to the proposal, Tri South sued. The judge established LaHacienda as a forty six (46) unit complex. He further ordered that to reimburse the homeowners for their losses and broken promises, the condominium assessment for those six (6) homes would be at a rate of 6/95th's, of the fixed operating expenses and 89/95th's equal shares for the other forty (40) units.

Tri South sold a majority of the original 23 units by 1978. Avalon then purchased Tri South and completed the project. Phase II construction started in 1983 with the first homes selling in 1984.

The original twenty-three (23) homes, Phase I, were built over ten (10) years prior to Phase II. The homes in Phase I are larger and have decks. Because there was limited land available for the Phase II units, there were built without decks and the square footage was less; however, the decks are legally common area, as are the sky-lights unique to Phase II unit.

Rules and Regulations

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LaHacienda Condominium Association, Inc.

These rules and regulations replace all previous issues. The Board of Directors shall have authority to enforce reasonable rules and regulations governing the conduct, use and enjoyment of common and limited common elements, provided that copies of such rules and regulations are furnished to all owners. The Board shall have power to impose sanctions and fines. These rules conform to the Declaration and Bylaws of LaHacienda Condominium Association, Inc.

Introduction

It is the responsibility of all homeowners or residents and their guests to conduct themselves in a manner that does not infringe upon the rights of others. All persons using the common property shall abide by all the rules of the Association. Damages to the common property or the property of others resulting from the actions of a homeowner, lessee or guest will be charged to the unit owner.

General Rules

- 1. Speed Limit:** The Speed Limit on the streets of LaHacienda are 15 miles per hour.
- 2. One-Way Driving:** One-way driving is to be observed on the posted signs of the property.
- 3. Recreational vehicles:** No vehicles may be ridden on the lawn areas. Motorcycles are restricted to entering and leaving the property. All vehicles must have effective muffling device.
- 4. Weapons, Explosives and Fireworks:**
No firearm, pellet gun, weapon or fireworks of any kind may be discharged or used on the premises.
- 5. Bulletin Board:** The bulletin board located at the mailboxes may be used for general notices. Use is restricted to two, 3" x 5" cards per unit.
- 6. Garbage/Trash:** Garbage/trash is to be placed behind the unit's garage the evening before or the morning of scheduled pick-up. Accumulation of trash behind units between garbage pick-up days is not allowed. Closed containers or plastic garbage bags must be used.

7. Pets: Pets may not interfere with the rights of others.

Pets must be walked/exercised on a leash. (Voice control is not sufficient.)

Owners are required to pick up the feces (poop) and place in a suitable container and dispose of said at their own unit.

Pets may not be left unattended on ***the common ground, including patios or decks.***

Pets should not be allowed to spray shrubbery, plants, vehicles or belongings of others.

Pets are not allowed in the pool or inside the area which surrounds the pool area.

8. Census: A Census form will be sent to all owners which provides the management company and the Board of Directors, up to date information regarding all units.

The Census Form must be completed and returned to the management company within fifteen (15) days of receipt of requested information. This information is essential for the efficient operation of the Association.

9. Landscaping and Alterations to Buildings:

No alterations to the grounds, structures or landscaping are permitted without the written approval of the Association. Owners requesting any alterations or additions to the grounds, structures or landscaping must submit a detailed request to the Association.

Such requests must contain specifications, drawings and plans. No modifications may be made without prior written approval of the Association. Modifications include, but are not limited to: altering the exterior appearance of any building or the common areas, the erection of any structure on the common areas or structural additions to existing buildings.

With the exception of the unit patio area, all new plantings are to be submitted to the Association for recommendation to the Association. All new planting, shrubs, flowers, etc., must be approved by the Association in writing.

Any unauthorized alterations/plantings could result in removal at the owners expense.

The front courts, patios, decks, and balconies are under architectural control and they must conform to certain parameters. For example: any decorative furnishings, flower pots, chair must be in keeping with the decor for the architecture. Front courts must be maintained in a neat, clean and tidy manner. Chairs must be lawn, patio or garden type and must be dark brown, dark green, beige or black. No more than one rug/welcome mat (outdoor type) may be placed on the court. If you are in doubt concerning furnishings or decorative items, submit a request including specifications, description or pictures to the Association for written approval.

Landscaping and Alterations to Buildings, continued:

One hanging basket may be hung only in each archway. Hanging baskets may not be hung from gutters, soffit or overhangs.

An Owner may display one (1) national flag of the United States not exceeding twelve (12) square feet in size on a flag holder located on a deck, balcony or patio assigned exclusively as a Limited Common Element to a unit. Further information in Section 13.11 of the Condominium Declaration.

No signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed or permitted to remain on the Condominium without the prior written consent of the ACC, along with further provisions in Section 13.12 of the Condominium Declaration.

All rules governing the Architectural Control can be found in Article 13, of the Second Amended and Restated Condominium Declaration of La Hacienda Condominium.

10. Parking

Absolutely NO RESIDENT STREET PARKING will be allowed. No Owner or Occupant of any unit that includes a garage, shall park his or her vehicle on any portion of the Condominium, other than the garage.

Visitors or guests parking on the property must display unit identification in the front window of the vehicle (this simply could be a piece of paper with the unit number written on it). Care must be taken not to interfere with access to other units. Guests are defined as those visiting your unit from one (1) hour to seventy-two (72) hours. If a guest will visit for a longer period, other parking arrangements must be made.

No vehicle of any kind may be stored on the common ground or street. "Stored" is when a vehicle remains on the Condominium without being driven for fourteen consecutive days or longer without prior written Board permission.

No commercial vehicles, owned by unit Owners or residents, are permitted to park on the common grounds or streets. All vehicles with a business logo affixed must be parked inside the garages overnight. Commercial vehicles visiting the property to complete authorized work are allowed to park on LaHacienda Property.

After written notice has been given, continued offense will result in fines, other sanctions or towing at the owners expense.

Parking continued:

Emergency vehicles are unable to maneuver the streets of LaHacienda when vehicles are parked opposite one another on both sides of the street. Please be aware of this situation. Your vehicle may be subject to immediate towing. Do not park your vehicle within twenty-five feet (25), of any fire hydrant.

11. Signs

One real estate sign (not exceeding 24" by 36" in size) may be placed parallel to the front of the unit and within four (4) feet of the building. Exceptions are made for units 3679-3703. Real estate signs may be placed perpendicular to these units.

One security sign no larger than 12" X 12" may be placed no more than three (3) feet from the front and rear of the unit. No more than one label type security sign may be placed on the glass at the front and rear of the unit.

No other sign may be displayed anywhere on the property including the entrance at Holcomb Bridge Road without written permission on the Board of Directors.

12. Voting

Only unit owners whose financial obligation to the Association and are current on all fees, are entitled to vote. Obligations are not limited to monthly fees or special assessments.

13. Committees

Only unit owners current in their financial obligations to the Association may participate as members of any committee.

14. Communication with the Board

Homeowners are encouraged to communicate with the Board of Directors; however, it is preferred, out of respect to their business and personal time, that communication be directed through email, mail or through the management team at Sharper Image Management Services.

LaHacienda Condominium Association, Inc.
6186 Barcelona Drive
Norcross, Georgia 30092

or

LaHacienda Condominium Association, Inc
c/o Sharper Image Management Service
PO Box 6188
Marietta, Georgia 30065-0188
(770) 973-5923

or

LaHacienda@gmail.com

When reporting violations of the rules and regulations, provide a description of the violation, the date and other appropriate information including your name and phone number. **The Association is not a law enforcement agency!**

15. Pool

Pool Hours are 7:00 AM to 11:00 PM

Swimming is at your own risk.

LaHacienda does not provide a lifeguard or security

No one should swim alone.

Use of the pool is limited to owners and their house guests. Owners should accompany their guest to the pool.

Only owners who have purchased keys are to use the pool. Keys are \$25.00. Replacement keys are \$100.00. Only owners may purchase a key. Only one (1) key per unit will be issued.

Owners whose units are leased are not entitled to use the pool if the lessee has been given pool privileges.

The pool gate must be kept locked at all times for safety. Persons inside the enclosure are not to admit anyone who does not have a key and identification as required by the Association. Leaving the gate open will result in sanction of loss of pool privileges, fines or both.

Children under 18 years of age must be accompanied by an adult.

The pool cannot be reserved or rented. It is not included in the rental of the clubhouse.

Playing games and use of pool related equipment must not interfere with others use of the pool.

Pool rules cont.

Vehicles of any kind are not permitted in the pool area. No object except those normally associated with recreational swimming may be placed in the pool or utilized within the pool enclosure.

Pool furniture and equipment shall not be placed in the pool at any time. Pool furniture and equipment is not to be removed from the pool enclosure.

Noise and music should be maintained at a level that does not interfere with the enjoyment of others in the pool enclosure.

Swim wear must be worn in the pool. Cutoff jeans and un-hemmed clothing are not permitted in the pool. Loose threads damage the filtering system.

No pets are allowed inside the pool enclosure.

Glass objects are not permitted in the pool area.

Smokers are to use ash trays. Contents are to be emptied and removed from the area.

If you open an umbrella for use, you must close the umbrella to prevent damage when finished with use.

The last person out of the pool area is responsible for turning off all lights, music and make sure any doors entering the clubhouse are closed and locked. You must remove all garbage from the area. Garbage service is not provided to the pool or clubhouse.

16. Clubhouse

The clubhouse is available for the use of the homeowners in good standing and to residents/tenants provided that the unit owner assumes all responsibility by signing the clubhouse rental agreement.

Rental is on the first come first serve basis, for a fee. There is a fifty (\$50.00) per day fee, plus a one hundred (\$100.00) deposit fee. The deposit will be refunded if the clubhouse is left clean, damage free, and the key is returned as required in the clubhouse rental agreement.

Damage to the clubhouse, the surrounding common area or any property resulting from the function, will be charged to the unit owner. The Association has the right to refuse rental or place special stipulations on the rental of the clubhouse.

Fire department codes state that the maximum occupancy for the clubhouse is at 150 people. No function shall exceed 150 people.

Anyone reserving the clubhouse is responsible for the behavior of their guests. The person reserving the clubhouse must be present at all times.

If guests are under the age of twenty-one, adult chaperons must be present at all times.

Loud or inappropriate behavior will result in immediate closure to the clubhouse.

No pets are allowed inside the clubhouse.

17. Sale or Lease of Units

Second Amended and Restated Condominium Declaration of LaHacienda Condominium, provides in Article 15 and Article 16, the rules that govern the requirements of all owners with the sale or leasing of any unit. No more than twenty-five percent (25%) of the units may be occupied by non-owners at any one time, which totals eleven (11) units. Written notice of intent to sell or request for permission to lease must be sent to the Association. Failure to comply with this procedure may void any transaction.

Sale

When the written notice has been received by the Association, the owner will make available to the purchaser, copies of the by-laws and any rules and regulations in effect at that time.

The sale agreement shall include a document of clause signed by the purchaser that he/she intends to comply with all by-laws, rules and regulations of the Association, as well as, all state, county, and other laws related to the ownership of the unit. A copy of this agreement will be provided to the Association by the seller.

According to Section 10.9. Administrative Fee on Change of Occupancy. Each time the occupancy of a Unit changes, regardless by sale or lease, the Owner of the unit following the change shall pay to the Association an administrative fee no less than \$150.00 and no more than \$350.00, the exact amount to be set by the Board of Directors (current fee is \$150.00). The purpose of the fee is to cover the reasonable expense the Association incurs to change the Association's records occasioned by a change of occupancy.

Sale cont.

Section 10.10. Capital Contribution Assessment Upon Transfer of Lots. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Unit shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment, upon each and every conveyance or transfer of the Unit to any person other than to the spouse or heir of the owner. For the fiscal year of the effective date, the Capital Contribution Assessment shall be \$500.00. The Board may increase the Capital Contribution Assessment each year not more than ten (10%) percent above the prior year's Capital Contribution Assessment amount.

The Capital Contribution Assessment shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Unit and shall be collected at the closing of each such conveyance or transfer. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments. The Capital Contribution Assessment shall constitute a specific special assessment and continuing lien against such unit, and a personal obligation of the Owner of such Unit, from the time it is due until it is paid in full and may be collected pursuant to Section 10.4 of the by-laws.

Lease

NO OWNER IS AUTOMATICALLY ENTITLED TO LEASE HIS/HER UNIT.

Owners must be in good standing with the Association to be eligible to permit non-owners to lease or occupy their unit. All of the owners financial obligations must be current before a lessee is permitted to occupy a unit. No lessee may sublet a unit. Owners who assign pool privileges to a lessee, are not eligible to use the pool.

Leasing Procedures

All leasing procedures and restrictions will follow the steps in Article 15 of the by-laws.

Written request to lease a unit must be sent to the Association. A copy of the lease form to be used must be included with the request. Owners renewing a lease with a current lessee, must give written notice to the Association 30 days prior to expiration of the lease.

The Association will notify the unit owner in writing within 30 working days of receipt of the request to lease. A homeowner's name will be put on a waiting list in order of receipt of their request to lease when there are eleven (11) units leased.

According to Section 10.9. Administrative Fee on Change of Occupancy. Each time the occupancy of a Unit changes, regardless by sale or lease, the Owner of the unit following the change shall pay to the Association an administrative fee no less than \$150.00 and no more than \$350.00, the exact amount to be set by the Board of Directors (current fee is \$150.00). The purpose of the fee is to cover the reasonable expense the Association incurs to change the Association's records occasioned by a change of occupancy.

No lease will be valid until copies of the lease and renter/owner agreement are in the possession of the management company and the Board of Directors.

VIOLATIONS AND PENALTY SCHEDULE

The condominium documents provide for penalties for violations of the provisions of the declaration, by-laws and rules. In the connection the Association may suspend voting rights and the right to use the recreational facilities, impose and assess fines, and/or institute lawsuits.

VIOLATIONS	PENALTY
Delinquent in financial obligations	As provided in condominium documents. See by-laws.
Violation of the provisions governing occupancy of units by non-owners.	\$50.00 per day for the first month of occupancy. \$100.00 per day thereafter, removal from control list.
On-Street Parking violation	\$25.00 per day for the first week after notification to the violator, \$50.00 per day thereafter. Repeated violations may result in towing of vehicle at owner's expense.
Pest Control violations	\$25.00 per day, per pet, for first violation. \$50.00 per day ,per pet, for violations thereafter.
Garbage and trash violations	\$25.00 per day after notification

**Fines may be imposed by the Association after written notification.
When the violator is a tenant, the fines shall be imposed upon the unit owner.**