

SUMMARY OF HILLSDALE I RULES & REGULATIONS



*A summary of the Hillsdale I Declarations, Bylaws, and Board Votes.
Date: Revised March 2018*

USE RESTRICTIONS: DECLARATIONS 10 and 15:

1. The Condominium Units shall be and are restricted exclusively to residential use and no business may be conducted upon or in any building, unit, or any portion of the Property. ***Declaration 10.***
2. No unit may be subdivided into a smaller unit and no structures of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding, are allowed at any time either temporarily or permanently on any portion of the property. ***Declaration 10. (a)***
3. For the purposes of determining whether a unit is being used to accommodate transient tenants in violation of ***Paragraph 15(b) of the Declaration***, “transient tenant” shall mean any person to whom a unit is rented for less than thirty days, or to whom any unit is rented for any length of time, but who occupies the unit for less than thirty days.
4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the property. No more than two (2) dogs, cats, or other household pets may be kept by an owner in his/her respective unit provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner or occupants of any other units. No pet enclosures shall be erected, placed, or permitted to remain on the Property. ***Declaration 10. (b)***
5. No advertising signs, except for one (1) "for rent" or "for sale" sign per unit [not more than one foot by two feet (1'x2') placed only inside the enclosed unit], billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on the property. ***Declaration 10. (c)***
6. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate. ***Declaration 10. (d)***
7. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the property except as approved by the Association Board of Directors or their designated representative. ***Declaration 10. (e)***
8. An owner shall do no act or any work that will impair the structural soundness or integrity of another unit or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other units or their owners. ***Declaration 10. (f)***

9. No owner or occupant of a unit may use or allow the use of the unit or any portion of the condominium in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other owners or occupants or constitute a nuisance. **Declaration 10. (h)**
10. No boats, boat trailers, campers, trucks, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exteriors, shall be stored, allowed to remain, or continuously parked on the property except in an area, if any, designated by the Board of Directors for such purposes. **Declaration 10. (i); and Bylaws VEHICLES section**
11. Any owner intending to sell or lease his/her unit shall give notice in writing to the Board of Directors and Sharper Image of such intention, stating the names and addresses of the intended purchaser or lessee. All Unit leases have to be for a minimum of one (1) year and an executed copy of the Lease should be provided to Sharper Image. Owners must ensure that the lessee or purchasers are provided a copy of the Declarations, By-Laws, and Summary of Rules and Regulations of Hillsdale I Condominium Association. **Declaration 15. (a)**
12. Nothing is to be attached to building structure without **written** consent from the Board of Directors.

PATIOS AND BALCONIES RULES: Bylaws, Article VII, Section 1.

1. Storage is not allowed on patios, under stairwells, or in front entrance areas.
2. Balconies, patios, and decks must be kept in neat and clean condition. Only customary patio furniture, live plants, or similar items and firewood may be kept on the unit's limited common area patios and/or balconies. Unit entrances are limited to one 16" diameter flower pot per unit. Location should not impede the ingress or egress from any unit. Flowerpots shall not be displayed on the Common Area of the community. Flowerpots, window boxes, and other items should not be placed on patio railings. Hanging pottery should not hang directly over patio railings. Drying of laundry on patios or outside the units is not permitted.
3. Personal items such as electric barbecue grills, chairs, lounges or similar items; seasonal decorations, playground equipment, etc.; may not be stored or left on any parts of the Property not located within the boundaries of a unit.
4. Barbecue grills which are open flame cooking devices (charcoal or liquefied petroleum [LP] gas or liquid fueled burners) are prohibited. Electric grills are currently allowed. **Georgia Rules and Regulations of the Office of Fire Commissioner, Chapter 120-3-3-.04(5)(a); and Georgia Standard Fire Prevention Code, Chapter 5, Section 501.5**
5. Firewood shall be neatly stacked only at or on patios and decks (prohibited on any other parts of the Property), on raised racks, and away from any exterior wall. Rotten or insect infested firewood shall be removed upon discovery.

TRASH AND GARBAGE RULES: Bylaws, Article VII, Section 1.

1. Trash/Garbage Containers: Each homeowner is provided one garbage can marked with the number of their unit. It is the responsibility of the homeowner to maintain this garbage can (which includes cleaning and ensuring their unit number is noticeable). If a trash can is deemed necessary to be replaced, the Association will do so at the Association's expense upon notice by the homeowner.
2. Trash Restrictions: All trash must be in a sealed and tied plastic bag and placed in the garbage can assigned to your condominium. The lid must be placed tightly on the garbage can. Please be respectful of your neighbors and dispose of your trash only in your designated garbage can. Do not put out any trash that

cannot fit inside the garbage can. The trash can located at the clubhouse parking lot is solely for the disposal of pet waste bags and trash from events held at the clubhouse.

3. Large Items: Large items, anything that does not fit in the homeowner's trash can, cannot be left anywhere on the limited common and/or common property of Hillsdale I. It is the responsibility of the homeowner to make arrangements for the proper disposal of any items that do not meet the requirements stated above. It is solely the responsibility of the homeowner to incur the cost (if any) associated with the disposal of items that cannot be contained within their designated garbage can.

The Association's contract with its Sanitation Company does not include large item pick up or the removal of any items not in compliance with point #2.

Residents may dispose of large items by either 1) taking them to The Smyrna Recycling Center, an approved landfill, a thrift store, or to a charity, or 2) having the item(s) picked up from their condominium. Should the election be made for a pick-up, the company selected and all necessary arrangements and specific instructions/information are the responsibility of the resident. No items may be left outside for pick-up. The resident must be at home to have the item(s) picked up from inside the residence. A list of company offering pick-up service is available upon request from Sharper Image Management. [This is offered strictly as a courtesy; the Association is not affiliated with any of these companies nor does it recommend or guarantee the services of any company on the list.]

Should a resident leave trash outside anywhere except within their designated garbage can, the Association will remove the item(s) and the cost of the removal will be billed back to the homeowner, and the homeowner will also be subject to a \$100 fine (per incident). The selection of the service company will be that of the Board and/or its Management Company

4. Please note: The following items shall be prohibited for disposal within the city: Hazardous waste, paint, rubber tires, yard waste, inert building material, and motor oil. These items are to be disposed of at a recycling facility or an approved landfill.

Contact Sharper Image Management with any questions pertaining to trash removal.

VEHICLES RULES: *Bylaws, Article VII, Section 1.; Vehicle Resolution 2004; Parking Permit Policy*

1. General. Parking shall be only within designated parking spaces on the common elements of the Condominium, and vehicles must be parked in a front first position only. Each unit has one (1) reserved parking space identified by a number in the space. Unmarked spaces are available for second cars and visitors.
2. Restricted Vehicles and General Provisions. No Owner or Occupant may keep or bring onto the Condominium more than two (2) vehicles per Unit at any time without prior written Board consent; provided, however, this provision shall not prohibit an Owner or Occupant from having guests or service vehicles park on the Condominium if otherwise in compliance with this subparagraph. Parking is permitted only in designated parking spaces or other areas authorized in writing by the Board. Parking is on a first come, first served basis, unless parking spaces are assigned pursuant to this Declaration. The Board may adopt additional parking regulations, including requirements of obtaining and displaying vehicle parking permits. No Owner or Occupant may park or keep vehicles at the Condominium primarily for the purpose of resale, and any such frequent rotating purchase and sale of vehicles at the Condominium shall be deemed an unauthorized business activity in violation of Paragraph 10 of the Declaration.

Disabled and stored vehicles are prohibited from being parked on the Condominium and are subject to towing within 24 hours after notification. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable at highway speeds. A vehicle shall be

considered “stored” if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Except as provided herein, only authorized four (4)-wheel passenger automobiles may be parked on the Condominium. The following vehicles are prohibited from being parked on the Condominium, at any time, except: (i) in areas which may be designated by the Board as parking areas for particular types of vehicles, (ii) pursuant to written regulations adopted by the Board, or (iii) if a valid and current parking pass has been issued by the Board for temporary parking of such vehicle (which is in the sole discretion of the Board):

- A. Boats and watercraft;
- B. Trailers;
- C. Panel trucks;
- D. Buses;
- E. Taxis, Limousines, or Hearses;
- F. Campers;
- G. Motorcycles;
- H. All-Terrain Vehicles (ATV's)
- I. Recreational vehicles (RV's and motor homes);
- J. Any such vehicles which do not fully fit within the width of identified parking spaces on the property, or are of excessive length so as to extend in to the roadway an unsafe distance when parked in an identified parking space;
- K. Any vans or trucks (including pickup trucks), except:
 - 1. Vans/mini-vans/trucks/pickup trucks with a load capacity of three-quarter (3/4) ton or less, and
 - 2. Vehicles classified as Sport-Utility Vehicles by the National Automobile Dealers or by Kelly's Blue Book;
- L. Vehicles with commercial writings on their exteriors;
- M. Vehicles used primarily for commercial purposes and containing visible evidence of commercial use, such as ladders, tool or trade racks, or tool boxes, except that pickup trucks may install in the truck bed one (1) fitted, customary manufactured tool box which does not extend more than four (4) inches above the side wall of the cab of the truck, and which is not decorated, painted, altered or deteriorated from its original manufactured condition and the bed of the truck must be clean and free of any items;
- N. Poorly maintained or junk vehicles, including vehicles which are leaking oil or other fluids, or vehicles with a flat tire, with damaged bodies, with mismatched paint, with primed but unpainted areas, with missing or mismatched body parts, or with camouflage style, graffiti style or other non-professional and non-manufacture-style paint on the vehicle;
- O. Vehicles covered with vehicle covers, tarps or other such coverings;
- P. Vehicles whose tires are more than twelve (12") inches between the top of the tire and the bottom of the wheel well of the vehicle.

Notwithstanding the above, those trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors which are prohibited above shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but no such vehicle shall remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board consent.

- 3. Parking at the clubhouse is limited to the spaces near the pool and tennis courts areas. Overflow parking on the roadway is not permitted and will result in removal of vehicles without prior notice.
- 4. Vehicles may not be kept on blocks or covered by a tarpaulin. No vehicle repairs such as changing oil, rotating tires, repairing brakes, spray painting, or similar activities are permitted on the Condominium Property.

5. Towing Procedures. If any vehicle is parked on any portion of the Condominium in violation of this Parking Regulation or of the Declaration or Bylaws, or in violation of the Association's rules and regulations, the Board may place a towing notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the entrances to the condominium stating the name and telephone number of the person or entity that will do the towing.

If twenty-four (24) hours after the towing notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the owner or user of the vehicle. The Association's right to tow is in addition to, and not in limitation of, all other rights available to the association, including the right to impose fines.

If any vehicle is parked in a reserved parking space illegally or without the unit owner's/tenant's permission, the owner/tenant may have it towed immediately without notice to the owner or user of the vehicle.

If a vehicle is towed in accordance with this Parking Resolution, neither the Association nor any officer, director or agent of the Association shall be liable to any person for any claim of damage by such person for damages incurred as a result of such towing.

Emergency or Hazardous Conditions. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's or occupant's unit, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

6. Parking Permits.

A. Definitions

- 1) Resident Vehicle - any non-prohibited vehicle parked at Hillsdale I Condominiums for more than fourteen (14) days consecutively. Residents must reside in a Hillsdale I Condominium unit.
- 2) Guest Vehicle - any non-prohibited vehicle parked at Hillsdale I Condominiums for less than fourteen (14) days consecutively.
- 3) Permit - an officially issued decal which can be obtained by contacting the Hillsdale I Property Management Company or by visiting <http://www.hillsdale1.com>

B. The Rules

- 1) Every resident vehicle of Hillsdale I Condominiums must have a Hillsdale I parking permit displayed in the driver side rear window of the vehicle.
- 2) The maximum number of resident vehicles per unit is two (2).
- 3) Guest vehicles do not require parking permits.

C. Enforcement

- 1) The owner of a resident vehicle without a parking permit displayed shall be given a first warning that gives him/her fourteen (14) days to obtain and display a parking permit. If, after fourteen (14) days, the vehicle still does not have a valid parking permit displayed, the vehicle shall be ticketed with a final warning and shall be scheduled for towing within twenty-four (24) hours.

- 2) Any vehicle parked in a reserved space without the permission of the owner/resident of that space is subject to immediate towing.
- 3) Any vehicle belonging to an owner (or his/her tenants or guests) who is more than 30 days delinquent for Association dues shall be subject to towing.

PETS RULES: *Bylaws, Article VII, Section 1 & Declaration 10.(b).*

1. Animals, livestock, or poultry of any kind shall not be raised, bred or kept on any part of the property. No more than two (2) dogs, cats, or other household pets may be kept by an owner in his/her respective unit. Pets cannot be kept, bred or maintained for any commercial purpose nor endanger the health or unreasonably disturb the owner or occupants of any other units. Pet enclosures shall not be erected, placed, or permitted to remain on the Property. Feeding of wild or domestic animals outside of the Units is not allowed in the Community.
2. All pets must be restrained by a leash and under physical control of a responsible person when walked outside the unit. Dogs should be kept out of the shrubs and flowers on the property. Dogs may not be left unattended on decks, patios, balconies, or any other location outside the unit.
3. Owners or the person responsible for a pet shall carry a waste disposal receptacle at all times when a pet is outdoors. If an owner, occupant, or other person is witnessed with a pet outdoors and without a waste disposal receptacle, it will conclusively be presumed that the pet has left droppings on the Property in violation of this rule, whether or not the pet actually has done so. Dispose of the waste receptacles in existing garbage bags in your garbage can - waste is not to be left anywhere on community property including pine straw, flowerbeds, lawns, islands, pathways, under trees, etc. Violators are subject to fines.

SWIMMING POOL RULES: *Bylaws, Article VII, Section 1.*

1. Pool hours are from 9:00 a.m. to 11:00 p.m. Sunday through Thursday and 9:00 a.m. to 1:00 a.m. Friday and Saturday during the season. The Board will set the pool season which typically will be from Memorial Day to Labor Day.
2. Except by prior arrangement with the Board, the number of guests of the owners/tenants of any one unit shall not exceed six (6) at the pool.
3. The resident must be on the property if he or she has guests at the pool.
4. No one under the age of twelve (12) years will be allowed in the swimming pool area unless accompanied by an adult of age eighteen (18) years and older.
5. All residents and guests shall follow the rules posted at the pool area.
6. No lifeguard is provided. Swim at your own risk.
7. Glass of any kind is not allowed in the pool area.
8. Radios, disk players, tape players or any other sound-producing devices shall not be operated in the pool area unless earphones or headsets are used to prevent anyone else from hearing the audio.
9. Running, horseplay, or diving is not permitted in the pool area.
10. Pool gates must be kept closed at all times.

11. Pets are not allowed in the pool area or in the water.
12. Children who are not toilet trained must wear rubber pants over swimsuits. Diapers are not allowed inside the pool. Soiled diapers shall not be disposed of in the pool area.
13. Pool equipment or furniture shall not be removed from the pool area.
14. Residents and guests shall comply with all local codes and regulations applicable to pool use (including health and sanitation codes), shall not indecently expose themselves or act in a manner that is offensive to others or constitutes a nuisance.
15. Barbeque Grills are prohibited in the pool area.

GENERAL RULES: *Bylaws, Article VII, Section 1.*

1. There shall be no more than two (2) permanent residents in any one (1) bedroom unit and no more than four (4) permanent residents in any two (2) bedroom unit (bedrooms as shown on original plats & plans). Anyone who resides at the Condominium for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year shall be deemed a permanent resident.
2. All homeowners and renters shall be registered with the Association Board of Directors. Please contact the property management company.
3. Residents may not make any exterior change, alteration or construction (includes enclosing patios and balconies); add additional lighting, or erect, nail, place or post any object, decorations such as wall hangings, wreaths, lights, etc. on the common or limited common element *without* prior written approval from the Board. All seasonal decorations (yard art, decorative flags, lights etc.) placed or erected on the common or limited common areas must have prior written approval from the Board. Non-approved items placed or attached in the common areas or limited common areas are subject to removal. Decorative objects may be placed on an individual unit front door.



Figure 1: Picture showing proper satellite

satisfactory, the association will correct at homeowner's expense.

4. DBS satellite dishes, MMDS dishes, and TV antennas may only be installed on the "limited common element" of patios or balconies. The dish shall be installed by an authorized provider and ***the provider must contact Sharper Image prior to installation for location approval.*** The satellites may not be bolted to either the railing or concrete. The satellite dish may be clamped to the railing by the dish service provider (please see figure 1 for example) and shall not protrude into the common area. The standard feed horn attached to the dish may protrude into the common area. Transmitting antennas are prohibited. Homeowners are required to notify the Association Board before the installation of any antenna/dishes. Please contact Sharper Image prior to installation. All installations shall be completed in a professional manner with the cable wires entering the unit from the rear of the building and shall be installed in a manner that results in minimal visibility. No cable wire shall enter a unit from the front of the building and are subject to removal by the association at homeowner's expense. ***Correct installation shall be the responsibility of the homeowner.*** If installation is deemed to not be

5. Residents shall not place any signs or billboards on the common area outside the unit or along the Parkway. "For Sale" signs are not permitted on vehicles. Bulletins or flyers may not be placed on vehicles, mailboxes, light poles or any other location on the Property except as approved by the Covenants Committee or Board.
6. Tennis is the only sport or recreational activity allowed in the tennis courts. Pets are not allowed. Gates must be kept closed at all times.
7. Recreational activities, sports, or similar activities [except recreational walking, adult/adult supervised biking and scootering, or skating (no skateboards)] are not permitted on the paved areas or on the sidewalks. An adult must supervise children under age 12 when engaged in outdoor recreational activities on the community property.
8. Bird feeders of any type are not allowed in the community except hummingbird feeders that have been approved by the Board in writing.
9. Yard sales are not permitted on the Property except with prior written approval of the Board.
10. Littering of any kind is prohibited on the Property.
11. Residents and their guests shall conduct themselves in the unit and on the Condominium property so as not to unreasonably disturb other residents with noise, commotion, or other disturbances. This includes all activities at the tennis courts, pool, and clubhouse.
12. Window treatments. Unless otherwise approved in writing by the Board, all Unit windows treatments and any portion thereof visible from outside the Unit shall be white or off-white in color, full length window treatment and must not be worn, damaged or in disarray.
13. General Note: The Association is not a provider of security and shall have no duty to provide security on or about the Condominium property. It shall be the responsibility of each Unit Owner, to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner.
14. All replacement doors and storm doors are to be painted white, design is subject to the architectural standards and approval.
15. **Clubhouse Reservation:** Residents may reserve the clubhouse for private use/events, provided that Residents must make reservations with Sharper Image Management at least ten (10) business days in advance of the date upon which he/she wishes to reserve the clubhouse. Clubhouse reservations may not be made less than ten (10) business days in advance of the date upon which the Resident wishes to reserve the clubhouse.

When in Doubt - Contact Sharper Image Management - PH: 770-973-5923 or www.hillsdale1.com