# The Rark at Rost Mountain

# Rules and Regulations



ISSUE DATE: 05/18/04

**CURRENT DATE: 08/01/17** 

# **Table of Contents**

<u>Title</u>		Page
I.	GENERAL POLICY	R&R - 1
II.	ENFORCEMENT	R&R - 2
III.	GROUNDS CARE AND AESTHETICS	R&R - 3
	A. Alteration of Grounds, Structures and Landscaping  B. Damage to Limited Common Elements and/or Common	R&R - 3
	Elements	R&R - 3
	C. Clotheslines	R&R - 3
	D. Windows	R&R - 4
	E. Patios and Verandas	R&R - 4
	F. <u>Decorative Items</u>	R&R - 4
	G. <u>Holiday Decorations</u>	R&R - 5
	H. The American Flag	R&R - 5
	I. <u>Landscaping</u>	R&R - 5
	J. <u>Littering</u>	R&R - 6
	K. Storage	R&R - 6
	L. <u>Bulletin Boards</u>	R&R - 6
	M. <u>Antenna/Satellite Dishes</u>	R&R - 6
	N. <u>Water Hoses</u>	R&R - 6
IV.	SAFETY, SANITATION AND OCCUPANTS	R&R - 7
	A. Children's Play	R&R - 7
	B. <u>Common Elements</u>	R&R - 7
	C. <u>Grills</u>	R&R - 7
	D. <u>Firearms and Fireworks</u>	R&R - 7
	E. <u>Trash</u>	R&R - 7
	F. Speed Limit	R&R - 7
	G. Roommates	R&R - 7
V.	<u>SIGNS</u>	R&R - 8
VI.	<u>POOL</u>	R&R - 8

<u>Title</u>			Page
VII.	RECREA	ATIONAL AREAS	R&R - 8
	Α.	Individual's Responsibility	R&R - 8
	B.	Proper Use of Recreational Areas	R&R - 8
	C.	Pets	R&R - 8
	D.	Containers	R&R - 8
	E.	Personal Property	R&R - 8
	F.	Hours of Operation	R&R - 9
	G.	No Smoking	R&R - 9
VIII.	<u>PETS</u>		R&R - 9
	A.	Owner's Responsibility	R&R - 9
	В.	Leashes/Supervision/Confinement	R&R - 9
	C.	Restrictions on Type and Number of Pets	R&R - 9
	D.	Nuisance	R&R - 10
IX.	GARAG	ES/PARKING/TOWING/MOVING	R&R - 10
	A.	Garages	
	В.	Parking	
	C.	Towing	R&R - 11
	D.	Moving	R&R - 11
X.	NUISAN	ICES/DISTURBANCES/SOLICITATION	R&R -12
	A.	Nuisances	R&R -12
	В.	Noise Disturbances	R&R -12
	C.	Solicitation	R&R -12
XI.	CLUBHO	<u>OUSE</u>	R&R -12
		Use of Clubhouse	R&R -12
	В.	Recreational Equipment	
	C.	Clubhouse Rental	R&R -13
XII.	SALES A	AND LEASING	R&R -14
	A.	The Park at Lost Mountain Documents	R&R -14
	В.	Leasing	R&R -14
	C.	Suspension of Use of Common Elements	R&R -14
	D.	Leasing of Units in Violation of the Declaration	

<u>Title</u>			Page
XIII.	III. ADMINISTRATIVE COSTS  Late Fees for Assessments/Monthly Dues  Closing Letters and Condo Questionnaire  Copies of Declaration, By-Laws, and Rules & Regulation		R&R -15 R&R -15 R&R -15
EXHIBITS	<u>S</u>		
Exhibit A	1	Satellite Dish Rules and Regulations	
Exhibit B		Pool Rules and Schedule	
Exhibit C Exhibit C-		Clubhouse Rules Clubhouse Reservation Form and Agreement	
Exhibit D Exhibit D-		Homeowner Request Procedures Homeowner Request Form	
Exhibit E Exhibit E-		Enforcement of Rules and Regulations Procedures Form Letter	
Exhibit F		Front Gate Remote and Code Request Form	

Homeowner Quick Reference Info

Exhibit G

Issue Date: 05-18-04 Revised Date: 10-01-11

# RULES AND REGULATIONS OF THE PARK AT LOST MOUNTAIN CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations have been adopted by the Board of Directors of The Park at Lost Mountain Condominium Association, Inc. pursuant to Section 9 of the Declaration of Condominium of The Park at Lost Mountain Condominium recorded in Cobb County, Georgia Records (hereinafter referred to as the "Declaration").

I. <u>GENERAL POLICY</u>. These Rules and Regulations are established pursuant to the Declaration in order to promote enjoyment of the condominium by the residents and to promote the value of homes in the condominium. The quality of the condominium lifestyle depends on group effort and cooperation. Courtesy and an awareness of the sensibilities of others are of paramount importance.

As residents you are expected to exercise appropriate restraint, moderation, tolerance and consideration in your conduct and living habits since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule; that is, be as considerate of your neighbors as you would like them to be considerate of you.

The Declaration of Condominium for The Park at Lost Mountain Condominium and the By-Laws for The Park at Lost Mountain Condominium Association, Inc. contain restrictions relating to the ownership of Units and occupancy by residents at The Park at Lost Mountain Condominium. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them. It is suggested that you keep the Declaration, By-Laws, these Rules and Regulations as well as other communications from the Association in a convenient location for future reference. For purposes of these Rules and Regulations, any capitalized terms defined herein shall have the meaning ascribed to such terms in the Declaration.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Revised Date: 08-01-17

# II. <u>ENFORCEMENT.</u>

If any violation has not been remedied ten (10) days after written notice to the Unit Owner requesting that a violation cease and desist, the Association may suspend temporarily the use of the Common Elements, including the recreational facilities, and/or levy a fine of twenty-five dollars (\$25.00), per violation.

The Association shall not levy a fine unless and until the following procedure is followed:

Written demand to cease and desist from an alleged violation shall be mailed (US mail) to the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;
- (iii) a time period, not less than ten (10) days, during which the violation may be corrected without further sanction. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property;
- (iv) that the alleged violator may, within ten (10) days from the date of the notice, send a written appeal to the Board via US mail;
- (v) the mailing address to which the appeal may be sent;
- (vi) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice, and that fines shall not accrue during the appeal period.

Also, without any additional notice, any vehicles found to be in violation of Section IX.B. (Parking) of these Rules and Regulations shall be subject to immediate removal from the property at the owner's expense. Additional legal action may be brought against the violator at the discretion of the Association.

Also, without any additional notice, any Unit Owner or tenant, exceeding the guest limitation (5) at the pool shall be fined. (See Exhibit B, Pool Rules and Schedule.)

Also, without any additional notice, any Unit Owner making an alteration of any Grounds, structures or landscaping without written approval of the Board shall be fined. Board may require unauthorized changes to be removed. (An approved Homeowner Request Form is required prior to all changes, additions, etc.)

ENFORCEMENT OF THE RULES AND REGULATIONS IS UNDER THE DIRECT SUPERVISION OF THE PARK AT LOST MOUNTAIN BOARD OF DIRECTORS IN ACCORDANCE WITH POLICIES ADOPTED BY THE BOARD OF DIRECTORS AND WITH THE CONDOMINIUM DOCUMENTS.

#### III. GROUNDS CARE AND AETHETICS.

# A. Alteration of Grounds, Structures and Landscaping.

- 1. Improvements and alterations of any nature are governed by Section 14 of the Declaration. Any addition, modification or alteration to the face of the buildings, inclusive of patio and porch areas, which requires attachments of any kind, shall be submitted in writing to the Board of Directors and approved by them in writing prior to installation. Residents wishing to make any type of addition, modification or alteration to the face of the building, inclusive of any patio or porch area, or any other exterior alteration, addition, fence, wall, patio or deck must submit a detailed written request to the Board of Directors of the Association and are prohibited from making any such addition, modification or alteration without the written consent of the Board. The Association may, upon notice to the Unit Owner, remove unauthorized additions, modifications, or alterations at the Unit Owner's expense. Nothing may be hung or displayed, nor may signs, canopies, shutters or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Board of Directors.
- 2. Storm doors may be added at the resident's expense using only approved designs and colors. Requests for approval should be submitted to The Board of Directors, giving details on the door design, prior to installation. See Architectural Chair for specifications.
- B. Damage to Limited Common Elements and/or Common Elements. Any damage to the Limited Common Elements and/or the Common Elements, including but not limited to, patios, porches, doors, sidewalks, curbs, shrubs and grass, caused by Unit Owners, residents or others hired by Unit Owners or residents are the sole responsibility of the Unit Owner. To ensure that proper installation procedures are followed, residents should employ only licensed (Board approved GA Builders Association) contractors and must coordinate with the Board of Directors when scheduling any electrical or plumbing work that could impact the Limited Common Elements and/or Common Elements.
- B. <u>Clotheslines.</u> Outside clothesline or other outside facilities for drying or airing clothing are strictly prohibited. This includes patio and porch areas.

- D. <u>Windows.</u> All window treatments, draperies, blinds, shades, drapery lining, valances, etc., visible from the exterior of the Unit, or any window or door shall be white or off-white on the exterior facing side and shall be of suitable size and dimension, in height and width, to fully cover such window or door. No 1-inch blinds allowed. White or off-white linings are not required on valances, when installed in addition to shutters or blinds, on windows not visible from the main street. All Units, including vacant Units, shall have window treatments on all windows.
- E. <u>Patios and Porches.</u> Residents shall maintain patios and porches in a clean, neat and orderly condition and appearance. Towels, bathing suits, car covers, blankets, rugs or other such items shall not be draped over the patio or porch wall or left on or in any portion of the Common Elements. Mops, brooms, buckets or other such cleaning items shall not be stored on patios or porches.
- F. <u>Decorative Items.</u> Display of any of the following is <u>not</u> allowed:

Window stickers

\*Ornamental rock and stones

Stepping stones (unless required for safety purposes)

- \*Bird feeders or bird baths (tree-hanging or freestanding)
- \*Garden hose hangers
- \*Mounted hose reels
- \*Ground/landscape lights
- \*Wall plaques allowed on <u>back</u> porch <u>only</u> (not allowed on front porch)
- \*Wind socks/wind chimes/decorative flags

Items attached to the exterior of a Unit, fences, windows, in the yard area Items on window ledges visible from the street

- \*Statue (20" high or less allowed, but no more than one per unit)
- \*Statuette (see "Statue" above)
- \*Yard or lawn ornaments (see above).

Yard signs (see Section V).

Artificial flowers

Swing sets

Basketball goals

Laundry poles/clotheslines

\* NOTE: There are some Units that, by nature of their location, could have some "decorative items" that others could not IN ORDER TO PRESERVE THE AESTHETIC VALUE OF THE NEIGHBORHOOD. In other words, areas that cannot be seen from the main road will have more leeway in what can and what cannot be put in. This is where "common sense" comes in, but the final authority in approving or disapproving display of any item is with the Board of Directors.

- G. <u>Holiday Decorations</u>. Decorations are not permitted to be placed in the Limited Common Elements including front lawns and shrubs/trees. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7<sup>th</sup> of the following year. **All decorations shall be contained inside the front porch area.** Other holiday decorations are permitted under the same guidelines and may not be displayed more than one week before or one week after the respective holiday.
- H. <u>The American Flag.</u> The American Flag may be flown or displayed at any time following normal flag protocol. Unit Owners must submit a Homeowner Request Form to obtain approval for method of attachment.

# I. Landscaping.

- 1. Flowers or plants may be planted by the resident inside his patio or porch area. Annuals are allowed in the small planting berm located in the front of units. Maintenance of the flowers or plants is the responsibility of the resident; dead flowers or plants are to be removed at the end of the season. Annuals which are not maintained during the growing season will be removed by the Association and the cost for removal will be billed to the Unit Owner.
- 2. Any planting outside the patio or porch area **must receive written approval from the Board**. No landscaping (i.e. trees, shrubs, plants, potted plants, etc.) may be placed or planted, transplanted, or removed without **written approval from the Board** (See Exhibit D, Homeowner Request for procedures and forms.)
  - Additional landscape plants which may be considered will be of a species already in use at the Condominium Property.
  - b. Maintenance, including pruning and fertilization, of the approved new landscaping (i.e. trees or shrubs, etc.) is the responsibility of the homeowner.
  - c. Replenishing pine straw or mulch is permitted at homeowner's expense and must match existing material.

Issue Date: 05-18-04 Revised Date: 10-01-11

J. <u>Littering.</u> Trash, litter and cigarette butts shall not be discarded in the walkways, parking areas or off of patios or verandas onto the Common Elements.

- K. <u>Storage</u>. All personal property, such as lawn chairs, toys, bicycles, tables, storage bins, etc., must be kept inside the patio or porch area or the garage. Personal property maintained within the patio or porch area may not be visible above the patio or porch wall, with the exception of table umbrellas, chairs, grills, flower pots and other decorative items.
- L. <u>Bulletin Boards</u>. Bulletin boards may be placed upon the Common Elements by the Association, primarily to provide residents with general Association information. Residents may use the bulletin board to post personal information (moving sales, etc.). However, personal use of the bulletin board should be limited and courteous. Personal notices should not be placed over or otherwise obstruct other notices on the bulletin board. Personal notices should be posted only for a short duration (maximum of one week), should be dated and signed, should be limited in size to 3"x 5" and should be removed promptly after an event. Personal notices may not be posted on anything other than the bulletin board. The bulletin boards may not be used to promote or advertise commercial activities or services.
- M. <u>Antenna/Satellite Dishes</u>. Please see The Park at Lost Mountain Condominium Antenna/Satellite Dish Rules and Regulations which are attached hereto as Exhibit "A" and The Park At Lost Mountain Condominium Notice Of Antenna/Satellite Installation Form which is attached hereto as Exhibit A1 and incorporated herein by this reference.
- N. <u>Water Hoses</u>. Water hoses, when not in use, must be coiled-up and out of sight.

# IV. SAFETY, SANITATION AND RESIDENTS

A. <u>Children's Play.</u> Children on bicycles must wear protective helmets as required by the laws of the State of Georgia.

- B. <u>Common Elements.</u> Residents shall not obstruct the Common Elements, including but not limited to, the sidewalks or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, boxes or other objects and shall use these areas for the purpose of free access and usage intended by design.
- C. <u>Grills.</u> Grills may be used only in accordance with federal, state and local ordinances, including, but not limited to, fire protection and prevention codes as established and/or enforced by the State of Georgia or Cobb County, Georgia. Use of clubhouse grill provided by the Association must be operated by adult residents only and must be cleaned up immediately after use. One grill per unit is permitted and may be used on the Limited Common Element adjoining the patio or back porch.
- D. <u>Firearms and Fireworks.</u> The use of firearms and fireworks upon the Common Elements is strictly prohibited.
- E. <u>Trash.</u> Trash collection regulations require the trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids are permitted for trash disposal.
- F. <u>Speed Limit</u>. The speed limit throughout the Condominium Property is fifteen miles per hour (15 m.p.h.). Unit Owners and residents must observe the 15 m.p.h. speed limit and encourage guest to do the same. Drivers should yield to pedestrians.
- G. Roommates. All roommates or guests of any Unit Owner or resident are subject to the Declaration, By-Laws and Rules and Regulations of the Association and any party entitled to occupancy of a Unit shall be responsible for the actions of such roommates and/or guests.

V. <u>SIGNS.</u> Nothing may be hung or displayed inside the windows of the Units except professionally prepared "For Sale" signs or security system decals, which shall be limited in size and number.

No more than 2 security signs per homeowner may be placed in the limited common element.

One real estate sign and one "information box" are permitted for each unit for sale. A "generic" HOUSE FOR SALE sign will be provided by the Homeowners Association for the entrance to the subdivision. Units for sale within a cul-de-sac may have 1 directional sign at the entrance to the cul-de-sac.

VI. <u>POOL</u>. Please see The Park at Lost Mountain Condominium Pool Rules and Regulations, Exhibit B, Pages 1 & 2 incorporated herein by this reference. Pool Rules are posted on the bulletin board located in the Clubhouse.

## VII. RECREATIONAL AREAS.

- A. <u>Individual's Responsibility.</u> The Recreational Areas upon the Common Elements, which include but are not limited to areas such as the swimming pool, exercise room, game room or similar items, shall be for the exclusive use of residents and their guests. Guests are to be accompanied by the resident. Please respect the rights of other residents in the number of guests you invite to the Recreational Areas.
- B. <u>Proper Use of Recreational Areas.</u> The Recreational Areas are to be solely for playing and practice.
- C. Pets. Pets are not permitted on the Recreational Areas.
- D. <u>Containers.</u> No glass bottles, glass containers or other breakable containers may be brought into the Pool Area. All beverages must be in non-glass containers.
- E. <u>Personal Property.</u> When leaving the Recreational Areas, residents and guests must remove all of their personal property, trash and litter. No personal property is to be left unattended on the Recreational Areas. The Association is not responsible for any articles left on the Recreational Areas.

- F. <u>Hours of Operation.</u> The Recreational Areas may be used between 7:00 a.m. and 10:00 p.m. only.
- G. No Smoking of any kind is permitted in Clubhouse or Pool Area.

#### VIII. PETS.

A. Owner's Responsibility. The owner of a pet shall be directly responsible for any damage or inconvenience caused within the community by the pet and for controlling the behavior of the pet. Any pet which is upon the Common Elements must wear a tag showing the name and address or the telephone number of the pet owner. All pets must be cared for, maintained and properly licensed as required by the State of Georgia and Cobb County, Georgia ordinances.

## B. Leashes/Supervision/Confinement.

- 1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct supervision at all times.
- 2. Pets must be walked away from buildings and walkways. Owners of pets shall be responsible for immediately removing the droppings of said animals from the Common Elements and grounds, including Limited Common Elements.
- 3. Pets shall not be permitted to roam outside. Pets shall be fed inside the Unit or on the patios or back porch.
- 4. No pet shall be left staked or tied out of doors or on a patio or porch, nor shall any structure or pen for a pet be built on a patio or porch or any portion of the Common Elements.
- C. Restrictions on Type and Number of Pets. Only those animals which are permitted under Section 14(g) of the Declaration shall be permitted upon the Condominium property. Additionally, no more than two (2) generally recognized house pets (e.g., dog, cat, etc.) may be kept in any residence and such household pets shall weigh no more than a combined seventy-five (75) pounds.

#### D. Nuisance.

1. All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not to be a nuisance to the community.

2. Unit Owners shall remove or control, as required by the Board, any pet judged to be a nuisance by the Board of Directors.

## IX. GARAGES/PARKING/TOWING/MOVING.

A. Garages. Garages shall be closed at all times, unless in use.

#### B. Parking.

- 1. All parking by residents or guests must be: (a) within the garage, (b) in the Limited Common Elements in front of the garage door, (c) in the parking spaces at the Clubhouse area, or (d) on the side of the streets in such a manner so as not to block any other residents' access to their garage or the street. PARKING IS PROHIBITED IN THE "TURN-AROUND" AREA AT THE END OF THE MAIN ROAD. No vehicles may be parked in the Clubhouse parking areas for more than twelve (12) consecutive hours. Vehicles parked in the turn-around, or in the Clubhouse area for more than the allowed time, are subject to being towed. In special situations, parking in the Clubhouse spaces may be permitted for more than 12 consecutive hours. Please contact the Operations Chairperson for approval.
- 2. No boats, canoes, "jet-skis" or other water craft, boat trailers, trailers (either with or without wheels), mobile homes, motor homes, trailers of any kind, either with or without wheels, trucks (larger than a ¾ ton pickup), truck campers, campers, camper trailers, tractors, tractor-trailers, travel trailers, any vehicle used for commercial purpose or with commercial writings on their exteriors, motorcycles, motorized bicycles, motorized go-carts, golf carts or any other type of motorized vehicle may be parked on any street or driveway overnight. Other vehicles used for recreation (e.g., van conversions/RVs) not garage-able, will be permitted to park in the Limited Common Elements (e.g., in front of garage) for not more than forty-eight (48) consecutive hours to allow for loading and unloading. Such vehicles must not exceed

Issue Date: 05-18-04 Revised Date: 10-01-11

twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception.

- a. Inoperable vehicles (e.g., with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Element or Limited Common Element for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Units, Common Elements or Limited Common Elements, except for short-term emergency work or repairs of a minor nature (e.g., flat tire, battery charge, etc.).
- b. The following vehicles are also prohibited upon the Condominium Property and no such vehicle shall be kept, placed, stored, maintained or operated upon the Condominium Property: abandoned vehicles, vehicles which are dismantled, partially dismantled, inoperative, discarded, unlicensed or which contain an expired license plate or an expired resident sticker.
- 3. No vehicle shall be parked in any manner which blocks any street or driveway, or hinders ingress/egress to any garage other than the owner's garage. Reckless operation, excessive speed and parking or driving on the lawn areas is prohibited.
- 4. Washing of vehicles is not permitted on the Condominium Property.
- C. <u>Towing.</u> The Association is expressly authorized to remove, by immediately towing, without notice, at the expense of the vehicle owner, any unlawful or restricted vehicle in violation of the Declaration, By-Laws or these Rules and Regulations of the Condominium.
- D. Moving. All moving into or out of a Unit shall be done between the hours of 8:00 a.m. and 10:00 p.m. In addition to the foregoing, the Unit Owner shall be responsible for any and all damages caused to the Condominium Property by the Unit Owner, or any third party, as a result of such Unit Owner or any of its tenants, moving into or out of any Unit and such damages shall be the sole responsibility of the Unit Owner. Streets, driveways and parking areas within the Condominium Property are private and may not necessarily accommodate large trucks. Therefore, all Unit

Owners and residents are urged to take the necessary precautions in order to avoid causing damage to any portion of the Condominium Property.

# X. NUISANCES/DISTURBANCES/SOLICITATION.

- A. Nuisances. No Unit Owner, resident or their guests may act or use a Unit or any portion of the Common Elements in such a way as to unreasonably annoy, embarrass or discomfort other Unit Owners or residents or as to constitute, in the sole discretion of the Board of Directors or its designee, a nuisance. All Unit Owners, residents and their guests shall refrain from any act or use of a Unit or the Common Elements which could result in the cancellation of insurance carried by the Association or which could be in violation of any law or governmental code or regulation. Nothing herein shall be construed to affect the rights of any aggrieved Unit Owners to proceed individually for relief from interference with his property or person rights.
- B. Noise Disturbances. Noises and/or sounds resulting from activities, televisions, radios, stereos, musical instruments or pets within a Unit shall not disturb other residences. Any excessive noise or sound which can be heard outside the windows, walls, ceilings, floors or doors of a Unit shall constitute unacceptable noise and will therefore constitute a violation of this section. Volume on the above-mentioned items should be minimized each day after 10:00 p.m. and before 8:00 a.m. Additionally, excessive noise or sound from outdoor areas, including but not limited to porches, patios, and driveways after 10 PM and before 8 AM shall constitute excessive noise and be a violation of this section.
- C. <u>Solicitation/Yard Sales.</u> Solicitation by commercial enterprises is not authorized within the Condominium Property. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a planned community activity.

#### XI. CLUBHOUSE.

- A. <u>Use of Clubhouse</u>. The Clubhouse is kept locked at all times except during scheduled events. Children under 18 years of age must be accompanied by an adult.
- B. <u>Recreational Equipment.</u> Use of recreational equipment, such as

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 01-01-13 Revised Date: 05-01-16

exercise equipment or other similar items, may be used only in accordance with the posted Rules and Regulations of the Association. Use of the exercise equipment is restricted to residents only.

#### C. Clubhouse Rental

- In the event that a resident wishes to use the Clubhouse for a non-1. profit function or event which involves ten (10) or more people (hereinafter referred to as the "Clubhouse Function"), the resident must first obtain approval of the Association, in writing, at least five (5) days in advance of the Clubhouse Function. In order to rent the Clubhouse, a resident will need to execute a Clubhouse Reservation Form and Agreement, Exhibit C. (Additional copies located in the Clubhouse.) A rental fee, cleaning fee and security deposit may be charged by the Association for any Clubhouse Function. Any resident who rents the Clubhouse for a Clubhouse Function is responsible for any and all damage to the Common Elements and Units, if any, which occurs as a result of the Clubhouse Function. The resident is also responsible to ensure that the Clubhouse is properly cleaned after the completion of the Clubhouse Function and that the designated Association representative has inspected the Clubhouse to ensure it is cleaned acceptably. The use of the clubhouse is restricted to Unit Owners, residents, residentsponsored events and Association-sponsored events. The Clubhouse is not available for rent by outside entities or individuals and is not available for use by outside individuals unless in conjunction with an event sponsored by a Unit Owner, resident or the Association.
- 2. The following additional rules apply to the use of the Clubhouse:
  - a. \$40.00 rental fee is required. Reservations are granted on a first request basis.
  - b. Unit Owner renting the Clubhouse must be in attendance for the entire event including set-up/prep time and clean-up time.
  - c. The renting resident will have exclusive use of the party room only. The guests of the renting resident may not use the pool or exercise equipment to the exclusion of other residents and/or their guests. The pool and the exercise room may not be reserved for any party. The exercise room will be locked at all times during a rental. No party items will be furnished by the Association.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 01-15-15 Revised Date 05-01-16

- d. The renting resident is responsible for all clean-up including the grill, if used, and trash removal. Clean-up must be done immediately after the party.
- e. Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be billed to the renting resident.

#### XII. SALES AND LEASING.

- A. The Park at Lost Mountain Condominium Documents. Any sale within the Condominium Property must comply with The Park at Lost Mountain Condominium Instruments. Any Unit Owner who sells their Unit shall provide a copy of the Declaration, By-Laws and Rules and Regulations of the Association to each purchaser prior to the closing of the sale.
- B. <u>Leasing</u> (see Declaration, Article 17)-To retain the character of an owner-occupied subdivision NO RENTING OR LEASING OF UNITS (OR ANY PARTS THEREOF) IS ALLOWED.
- C. <u>Suspension of Use of Common Elements.</u> In the event that the Association suspends the rights of a Unit Owner to use the Recreational Areas or the right of a Unit Owner to use the Common Elements of the Condominium, such suspension shall also apply to all residents of the Unit.
- D. <u>Leasing of Units in Violation of the Declaration</u> Any Unit Owner who rents or leases their unit, outside of the parameters in the Declaration, Article 17, shall be fined \$100.00 per day cumulatively.

# XIII. <u>ADMINISTRATIVE COSTS</u>

A. Fees for Delinquent Assessments/Dues- All assessments and related charges not paid on or before the due date shall be delinquent and the Owner shall be in default. Monthly Assessments (dues) are due the **first** of each month. If any Monthly Assessments are not paid in full by the tenth (10<sup>th</sup>) day of the month, a late fee shall be charged equal to the greater of Ten Dollars (\$10) or ten percent (10%) of the amount not paid without further notice or warning to the delinquent Owner and interest at the rate of Ten percent (10%) per annum shall accrue from the due date.

- C. Fees for Closing Letters and Condo Questionnaires When a Unit is being sold in The Park at Lost Mountain and a Closing Letter (estoppel letter) and/or Condo Questionnaire is required by the mortgage lender or the closing attorney those items shall be supplied by the Property Association Manager of The Park at Lost Mountain for Fees of: (\$215). The cost for the questionnaire will range between (\$175 \$200). Contact the Association Manager for specific information.
- D. <u>Copies of Declaration of Condominium/Amendments, By-Laws, and Rules & Regulations</u> When a Unit is being Sold in The Park at Lost Mountain and copies of the Declaration of Condominium along with Amendments, the By-Laws, and the Rules & Regulations are needed by the mortgage lender, the closing attorney, or the prospective homeowner, the Property Manager of The Park at Lost Mountain will provide a PDF copy at no charge.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Exhibit A, Page 1 of 5

# The Park at Lost Mountain Condominium Antenna/Satellite Dish Rules and Regulations

- 1. General. These rules and regulations apply to the installation, maintenance and use of direct broadcast satellite (DBS) dishes or antennas and multi-point distribution services (MDS) dishes or antennas. Notwithstanding anything within The Park at Lost Mountain Condominium documents to the contrary, the foregoing dishes and antennas may be installed at The Park at Lost Mountain in accordance with these rules and regulations for reception only, and not transmission. No other dish, antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the property, whether attached to a building or a structure or otherwise, provided, however, that the Association shall have the right to erect, construct and maintain such devices. Any installation of the foregoing not in compliance with these rules and regulations may be removed by the Association, at the expense of the Unit Owner, in accordance with The Park at Lost Mountain Condominium documents.
- 2. <u>Definitions.</u> For purposes of these rules and regulations, the following terms shall have the meanings set forth below:
  - a. "DBS Antenna/Satellite Dish" shall mean and refer to any antenna/satellite dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services.
  - b. "MDS Antenna/Satellite Dish" shall mean and refer to any antenna/satellite dish that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services.
  - c. "Antenna/Satellite Dish" shall mean and refer to any device used for the receipt of video programming services, including, but not limited to, a DBS Antenna/Satellite Dish and a MDS Antenna/Satellite Dish. Any mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna/satellite dish shall be considered a part of the Antenna/Satellite Dish.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Exhibit A, Page 2 of 5

3. Notice of Antenna/Satellite Dish Installation. Prior to the installation or attachment of any Antenna/Satellite Dish as permitted herein, the Unit Owner must notify the Association in writing using the Homeowner Request Form, attached hereto as Exhibit D, Form "D1". If the Antenna/Satellite Dish is installed in a location which has been approved by the board and is in accordance with these rules and regulations, then no further action is required by the Unit Owner and the Unit Owner may proceed promptly after receiving approval of their request.

# 4. Antenna/Satellite Dish Size and Type.

- a. All Antennas/Satellite Dishes not covered by the FCC Rule are strictly prohibited.
- b. No more than one DBS Antenna/Satellite Dish and one MDS Antenna/Satellite Dish may be installed by any Unit Owner.

## 5. Location of Antenna/Satellite Dish.

- a. Homeowners must submit a Homeowner Request Form prior to professional installation of Antenna/Satellite Dish. Basic guidelines are:
  - i. The Antenna/Satellite Dish may be installed on the back part of the roof of the Unit or on any portion of the roof of the Unit that is located under an eave.
  - Antennas/satellite dishes may not be attached to any exterior building surface or otherwise installed on or attached to any portion of the Common Elements.
  - iii. Antennas/satellite dishes must be properly secured so they do not jeopardize the soundness or safety of any structure or safety of any Unit Owner.
  - iv. The exterior surfaces of Exclusive Use Areas may not be penetrated unless such penetration is necessary to receive an acceptable quality signal or if alternate methods of installation would unreasonably increase the cost of installation. If penetration of the exterior surface of Exclusive Use Areas is necessary, the penetration must be properly water-proofed and sealed in accordance with applicable industry standards and building codes.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Exhibit A, Page 3 of 5

v. Antennas/satellite dishes must not encroach upon any Common Elements, any other Unit Owner's Unit or Limited Common Elements or the air space of another Unit Owner's Limited Common Elements.

- vi. To the maximum extent possible, Antennas/Satellite Dishes must be located in a place shielded from view from the Common Elements and other Units; provided, however, that nothing in this subsection shall require installation in a manner which would prevent receipt of an acceptable quality signal. All installations must be completed so that they do not materially damage the Common Elements or individual Units or in any way impair the structural integrity of any building.
- b. Nothing in these rules and regulations require installation in a location from which an acceptable quality signal may not be received.
- c. If an Antenna/Satellite Dish is not to be installed in a pre-approved location, then, in such an instance, the Unit Owner who desires to install an Antenna/Satellite Dish must submit a written request to install the Antenna/Satellite Dish in an alternate location specifying the exact desired location along with specific written documentation as to why the pre-approved locations cannot provide an acceptable quality signal. If the pre-approved locations cannot provide an acceptable quality signal, the Association will review the request and will meet with the requesting Unit Owner within seven (7) days to determine a mutually acceptable location.
- d. Antennas/Satellite Dishes must not obstruct access, ingress or egress to or from any Unit or other area necessary for the safe operation of the Condominium.
- e. All exterior wiring of Antenna/Satellite Dishes must be installed so as to be minimally visible, wiring shall be painted to blend into the material to which it is attached.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Exhibit A, Page 4 of 5

#### 6. Antenna/Satellite Dish Installation.

a. The installation of any Antenna/Satellite Dish shall be by a qualified person knowledgeable in the area of installation of Antennas/Satellite Dishes. Antennas/Satellite Dishes shall be installed and secured in a manner that complies with all applicable local, state and federal laws and regulations, including, but not limited to, all applicable building, fire, electrical and related codes and ordinances.

- b. The installation of any Antenna/Satellite Dish shall be in accordance with the manufacturer's installation specifications and the installer of any Antenna/Satellite Dish shall have a copy of such specifications on site at all times during installation.
- c. Antennas/Satellite Dishes shall not be installed higher than is absolutely necessary for reception of an acceptable-quality signal.
- d. All installations shall be completed so that they do not damage the Common Elements of the Association or the Unit of any other Unit Owner, or void any warranties of the Association or other Unit Owners, or in any way impair the integrity of buildings on Common Elements or Units.
- e. Unit Owners are responsible for all costs associated with the installation or maintenance of Antennas/Satellite Dishes.
- f. Antennas/Satellite Dishes must be secured so that they do not jeopardize the soundness or safety of any other Unit Owner's structure or the safety of any person at or near the Antennas/Satellite Dishes, including damage from wind velocity based upon a unique location.
- g. Antennas/Satellite Dishes may not be installed in a manner that would result in increased maintenance costs for the Association or other Unit Owners. If increased maintenance occurs, the Unit Owner is responsible for all such costs.

Issue Date: 05-18-04 Revised Date: 10-01-11 Revised Date: 05-01-16 Exhibit A, Page 5 of 5

# 7. Maintenance and Repair of Antennas/Satellite Dishes.

a. Unit Owners are required to maintain, repair and replace their installed Antennas/Satellite Dishes in a safe and attractive condition. All costs of maintenance, repair and replacement are the responsibility of the Unit Owner and resident. The Unit Owner shall be responsible to repaint or replace any Antenna/Satellite Dish if the exterior surface of said Antenna/Satellite Dish becomes worn or deteriorated.

- b. A Unit Owner shall be responsible to reattach an Antenna/Satellite Dish within forty-eight (48) hours after dislodging, for any reason, from its original point of installation. If the detachment of any Antenna/Satellite Dish threatens the safety of a resident, the Association may, without notice, remove the Antenna/Satellite Dish at the expense of the Unit Owner.
- 8. Removal of Antenna/Satellite Dish. If any Antenna/Satellite Dish is no longer in use, the Antenna/Satellite Dish must be removed and the installation location must be restored to its original condition by a licensed professional. The Unit Owner is responsible for all costs associated with the removal and the restoration of the common element to original condition.
- 9. Responsibility for Damage or Injury. A Unit Owner who installs an Antenna/Satellite Dish shall be responsible for any and all damage or injury to any property or person caused by the installation, maintenance or use of said Antenna/Satellite Dish.
- 10. <u>Miscellaneous.</u> These Rules and Regulations apply only to the installation, maintenance and use of Antennas/Satellite Dishes and shall not be read to permit or otherwise govern the installation or maintenance of any other device. These regulations are severable and if any provision is ruled invalid, the remaining provisions shall remain in full force and effect.

Issued: 05/18/04 Revised: 05/01/16 Revised: 08/01/17 Exhibit B

#### PALM - Pool Rules and Schedule

# THE ASSOCIATION DOES NOT PROVIDE A LIFEGUARD; THEREFORE, ALL SWIMMING IS AT YOUR OWN RISK.

- 1. The pool is restricted for the exclusive use of Unit Owners and guests, who are current in their assessment payments to the Association. No Unit Owner or their guests will be permitted to use the pool if they have a past due balance with the Association. Unit Owners who are in compliance with these Pool Rules and Regulations may use the pool.
- 2. All guests must be accompanied by a resident, unless prior arrangements have been made with the Board of Directors. Please respect the rights of other residents and restrict the number guests that you invite to the pool. No more than five (5) guests per Unit are permitted.
- 4. Without any additional notice, a fine of \$25.00 will be levied for any Unit Owner exceeding the five (5) guest limit, if a formal complaint is submitted by any Unit Owner to the Board of Directors.
- 5. Children under the age of eighteen (18) must be accompanied by a Unit Owner.
- 7. GA State Law requires: No glass bottles, glass containers or other breakable containers may be brought into the pool area. All beverages must be in non-glass containers.
- 8. Homeowner is responsible for immediately cleaning pool area gas grill, if used.
- 6. Bathing suits must be worn while swimming. <u>NO CUT-OFFS, NO THONG BATHING SUITS, NO EXCEPTIONS.</u> Infants must also wear leakage-proof swimwear diapers/"pull-ups". No regular diapers are permitted in the water. Wet swimwear is not permitted in the Clubhouse.
- 9. Diving, running, pushing, shoving, dunking and horse-play are not permitted.
- 10. Pets are not permitted in the pool area at any time.
- 11. Radios are permitted only if they do not disturb other guests.
- 12. The Association has the right to eject from the pool area anyone exhibiting loud, rude or any other improper behavior.
- 13. Pool hours are 8:00 a.m. to 10:00 p.m. and the pool is closed any time there is thunder or lightning.
- 14. No Smoking of any kind is permitted in the Pool of Clubhouse Areas.

# The Park at Lost Mountain CLUBHOUSE RULES

The Park at Lost Mountain Clubhouse is exclusively for the private use of the residents. It is available for rent to Unit Owners only for <u>non-profit</u> parties or meetings. The following rules apply:

- A. A \$40.00 rental fee is required. Reservations granted on a first request basis.
- B. The renting unit owner must be in attendance at all times.
- C. The renting unit owner will have exclusive use of the party room only. The pool and the exercise room may not be reserved for any party. No party items will be furnished by the Association.
- D. The renting unit owner is responsible for all clean up (including grill if used) and trash removal. Clean up must be done immediately after the party. Special care must be exercised in consumption of hot food and/or beverages on the tables.
- E. Damages to the Clubhouse or any equipment and any follow-up cleaning done by the Association will be billed to the renting unit owner.
- F. No party items will be furnished by the Association. Clubhouse supplies are NOT to be used for private parties.
- G. After use and prior to leaving the Clubhouse, the renting unit owner will ensure the air conditioner is set at 80 degrees or heat is set at 65 degrees (depending on the season).
- H. No smoking of any kind is allowed in the Clubhouse or Pool Area.

EXHIBIT C Issue Date: 05-18-04

Revised Date: 10-01-11 Revised Date: 01-01-13 Revised Date: 05-01-16 Revised Date: 08-01-17

# PALM CLUBHOUSE RESERVATION FORM

Date of Reservation:	Time:_		_until
Name:	_Unit:	Phone:	
Unit Owner Agreement:			
I have read The Park at Lost Mountain Association Clubhouse Rules, and agree to abide by them. I fully understand that any costs incurred or penalties assessed by The Park at Lost Mountain Association through the use of these facilities by me and/or my guests shall be paid by me upon presentation of a statement.			
Unit Owner's Signature:			Date:
IT IS THE RENTING UNIT OWNER'S RESPONSIBIL AFTER USE.	ITY TO CLEAN	THE FACILI	TY IMMEDIATLEY
<u>Fee Required for Rental \$40</u> (please make check payable to The Park at Lost Mountain, mail reservation form and check to Kevon Oliver, 2675 Paces Ferry Road, Suite 125, Atlanta, GA 30339)			
Should you have questions regarding rental please contact Ms. Oliver direct at 404-920-8621, ext.128 or email <a href="mailto:kevonoliver@fieldstonerp.com">kevonoliver@fieldstonerp.com</a>			
******BOARD US	E ONLY***	******	*****
Results of inspection:			
Pool/Clubhouse Chairperson Signature:			
			Date:

# PALM HOMEOWNER REQUEST PROCEDURES

- 1. <u>General</u> Any Unit Owner requesting an exterior maintenance/repair to their unit **or** wishing to make any type addition, modification or alteration to the landscaping or the face of the building, the patio or porch area, or any other exterior alteration, addition, fence or wall, including satellite dish installation, must submit a detailed written request to the Board of Directors for review and approval prior to any work being started.
- 2. Unit Owners must submit a Homeowner Request Form. Completed forms should be sent to the Community Association Manager electronically <a href="Mexicolor: KevonOliver@fieldstonerp.com">KevonOliver@fieldstonerp.com</a>. OR placed in the US mail to Kevon Oliver, 2675 Paces Ferry Road, Suite 125, Atlanta, Georgia 30339.
- 3. The Community Association Manager will process to the appropriate Committee Chairperson and Board for review and disposition.
- 4. Review and disposition:
  - a. If the Board of Directors <u>approves</u> the request and signs off, the chairperson (1) completes the Disposition field, (2) makes a copy of the signed form, (3) places original form in the Homeowner Request Form book and sends copy to the Community Association Manager (4) the CAM gives copy to the requesting homeowner.
  - b. If the request is <u>not approved</u> by the Board of Directors, the chairperson will follow the above steps.

NOTE: ANY BOARD APPROVED REQUEST MUST BE COMPLETED WITH 90 DAYS OF APPROVAL; OTHERWISE, APPROVAL EXPIRES AND A NEW REQUEST MUST BE SUBMITTED.

EXHIBIT D-1 Issue Date: 11-09-15 Revised Date: 05-01-16

Revised Date: 08-01-17

# PALM HOMEOWNER REQUEST FORM

HOMEOWNER - Give a brief description of work to be done (attach additional sheet(s) if needed):			
Note: Attach information required by the Architectural Commi	ttee for architec	tural changes. (See D	eclaration, page 23, 14 (a) for
details required) Submitted By:	Date:	Unit:F	hone:
I understand that neither the Architectural/Landscape Commit construction/landscaping or issues related to construction/landscaping or issues related to construction/landscaping or issues my request. It is in total to not because of the work are solely between the contractor and metallic further, I am aware, that this addition/modification is NOT CO ASSOCIATION. If my addition/modification is to be insured, it is	dscaping. The Bo naintain the aest e. VERED BY THE U	pard assumes no resp hetics within the sub MBRELLA POLICY THI	oonsibility for the workmanshi division. Any issues I have ROUGH THE HOMEOWNERS
contents of my home.			
Homeowner Signature:		D	ate:
*******BOARD	USE ONLY****	******	*****
Request referred to Architectural Chairperson	n Lan	dscape Chairperson	Date:
Architectural/Landscape Committee Chairperson Signature:			
	Approved:	Not Approved:	Date:
BOARD OF DIRECTORS SIGNATURE:			
	Approved:	Not Approved:	Date:
	Approved:	Not Approved:	Date:
	Approved:	Not Approved:	Date:
Disposition of Request:			

NOTE: ANY BOARD APPROVED REQUESTS MUST BE COMPLETED WITHIN 90 DAYS OF APPROVAL; OTHERWISE, APPROVAL EXPIRES AND A NEW REQUEST MUST BE SUBMITTED.

Issue Date: 10-01-11 Revised Date: 05-01-16 Revised Date: 08-01-17 Exhibit E, Page 1of 2

# **Enforcement of Rules and Regulations Procedures** with Adherence to PALM Declaration and Bylaws

## 1. General

The Architectural Committee has the duty to inspect the property frequently for rule violations and report to the Board of Directors. When violations are identified, they should be rechecked within a few days to ensure they are not temporary conditions.

Unit Owners may also report, in writing with a signature or by email, alleged violations to the Board of Directors. The report should identify the exact rule being allegedly violated and cite documentation identifying the rule being violated, i.e. the section/page, etc. of the Georgia Condominium Act, PALM Declaration, By-laws or Rules and Regulations.

Unit Owners who believe another Unit Owner is in violation should not personally contact the Unit Owner over the alleged violation.

The Board of Directors will use the procedures outlined on Page R & R - 2 of this document to communicate with homeowners. Letters sent will be pre-approved by the PALM Board of Directors. (See following sample form letter.)

The letter should reference the exact rule being violated, cite correspondence already sent, if any, and specify dates by which problem must be fixed.

The Declaration provides that the homeowner may appeal to <u>the Board</u> about any violation notice or assessment. If the homeowner elects to appear before the Board, the Board has the duty to listen and let the homeowner know when they can expect a written answer.

NOTE: It is strongly advised that after the appeal by the homeowner, all discussions by the PALM Board members be undertaken at a separate meeting and that no immediate decision be made to the appealing homeowner. This will give Board Members an opportunity for more lengthy discussion and will provide an official, united Board response to the Unit Owner.

No other interaction by a Board member with the homeowner should be undertaken, unless approved and voted, in advance, by the Board Members. Informal visits by individual Board Members to the homeowner have the appearance of setting policy. This can lead to serious misunderstandings. For the sake of the homeowners and the Board Members, such contact should be avoided.

Issue Date: 10-01-11 Revised Date: 05-01-16 Revised Date: 08-01-17

Exhibit E, 2 of 2

## 2. Procedures for violation notification

The Board of Directors will notify the Unit Owner of the rule violation using the following form letter:

Letter - Notification to Unit Owner of rule violation

#### Letter will include:

- Description of violation/source
- Date to fix (10 days from date of mailing)
- Specify that homeowner may meet with the board to present concerns.
- Specify that if the owner elects not to appeal the violation and does not make the necessary corrections by (10 days, a fine of \$25.00) will be imposed and said fine will continue to be assessed at the rate of \$25.00 per day, until such time fine is paid and problem corrected
- Delinquent fines may be collected by filing of an assessment lien on your unit.

# The Park at Lost Mountain HOA, Inc. 2675 Paces Ferry Road, Suite 125 Atlanta, Georgia 30339

#### SAMPLE

DATE	
Homeowner Name Mount Park Drive Powder Springs, GA 30127	
Reference: Rules & Regulations, Page, Section,	
Dear Name,	
The state of the s	of the Declaration that you are in violation of one or more of the covenants of regarding The Park at Lost Mountain Homeowners Association.
Correcting the violation(s), will take the following a	ctions: If the violation has been corrected, plea

notify the Community Association Manager, at <a href="mailto:kevonoliver@fieldstonerp.com">kevonoliver@fieldstonerp.com</a> .

Failure to comply will result in daily fines being levied against you for \$25 per violation starting as of (10 days from date of letter). Said fines will continue to be assessed at the rate of \$25 per day, until such time as you correct the violations. Delinquent fines may be collected by the filing of an assessment lien on your unit. If violation involves an architectural infraction, and it is not corrected with 10 days from the date of this notice, the Association may exercise its right to file a Notice of Noncompliance regarding the violation on the county deed records and you will be assessed any costs or expenses related to filing and dismissing the Notice.

#### TEN-DAY RIGHT OF APPEAL

If you wish to appeal the violation and/or fines, you must send a written request for an appeal hearing before the Board within 10 days from the date of this notice. The request for an appeal hearing must be sent to the Association Manager at the following address: 2675 Paces Ferry Road, Suite 125, Atlanta, Georgia 30339. If you request an appeal hearing, any statements, evidence, and witnesses may be produced by you at the time of the hearing. The hearing will be held in a closed executive session. If you do not submit an appeal request within 10 days, you will waive all rights to have your fine reconsidered.

The Association may also exercise its right of entry to come onto your property to abate the violation. If the violation involves regular maintenance, the Association will continue to come onto your property until such time as you properly maintain the unit. (If it is necessary for the Association to abate the violation, all related expenses and costs, including reasonable attorney fees actually incurred will constitute a lien upon the Unit.)

The Association does not want to fine homeowners. Rather, it is a committee of neighbors that helps maintain property values and quality by enforcing a set of covenants, rules, and guidelines that you agreed to through the purchase of your property.

Thank you in advance for your cooperation.

Kevon Oliver, Community Association Manager

CC: PALM Board of Directors

# PALM FRONT GATE REMOTE(S) AND GATE CODE ASSIGNMENT REQUEST

Submitted By:		Date:		
Unit:	Phone:	email:		
	_l am requesting	front gate remote(s) for a total cost of \$		
Fee Requi	ired for purchase	of Gate Remote \$25 each (Please make check payable to		
		mail request form and check to Kevon Oliver, 2675 Paces		
		nta, GA 30339. Once the remote is activated, the		
Associatio	on Manager will c	ontact you with additional instructions)		
	Lam requesting	g the required 4-digit code of (Please email the		
		<u>r@fieldstonerp.com</u> or mail to Kevon Oliver, 2675 Paces		
5		nta, GA 30339. Once the security company adds the code to		
the syster	n, the Association	Manager will contact you with additional information)		
Should yo	u have questions	regarding the remote purchase or code assignment please		
		404-920-8621, ext. 128 or email		
kevonoliv	er@fieldstonerp.	<u>com</u>		
*****	*****	*****BOARD USE ONLY***************		
I have rec	eivedpro	operly functioning remote(s).		
Homeowr	ner Signature:			
		Date:		
Security/0	Operations Chairp	erson Signature:		
		Date:		

# PALM HOMEOWNER QUICK REFERENCE INFO

**ASSOCIATION MANAGER:** Kevon Oliver, 404-920-8621, ext. 128 (for after hour emergencies ext. 9000) or email KevonOliver@fieldstonerp.com.

# **Homeowner Request Forms**

Blank forms are available:

- 1) PALM Clubhouse
- 2) Download from the website at <a href="https://www.Fieldstonerp.com/parkatlostmountain">www.Fieldstonerp.com/parkatlostmountain</a>

Once you complete the form, you need to submit to Kevon Oliver, Community Association Manager:

Email to <u>KevonOliver@fieldstonerp.com</u> or Mail US Mail to Kevon Oliver, 2675 Paces Ferry Road, Suite 125, Atlanta GA 30339

# Clubhouse Reservation Forms

Blank forms are available:

- 1) PALM Clubhouse
- 2) Download from the website at www.Fieldstonerp.com/parkatlostmountain

Once you complete the form, you need to submit the form and check (\$40 payable to the Park at Lost Mountain) to Kevon Oliver, Community Association Manager, 2675 Paces Ferry Road, Suite 125, Atlanta GA 30339

# **Gate Remote and Gate Code Assignment Request Forms**

Blank forms are available:

- 1) PALM Clubhouse
- 2) Download from the website at <a href="https://www.Fieldstonerp.com/parkatlostmountain">www.Fieldstonerp.com/parkatlostmountain</a>

Once you complete the form, you need to submit the form and check (\$25 per remote payable to the Park at Lost Mountain) to Kevon Oliver, Community Association Manager, 2675 Paces Ferry Road, Suite 125, Atlanta GA 30339

# **Ways to Pay HOA Dues**

Fieldstone Association Management, and The Park at Lost Mountain, will utilize the services of Union Bank for processing HOA dues payments. There are several options to make your HOA dues payments.

- 1. Mail a check and payment coupon 5 to 7 business days before your HOA dues are due.
- 1. Write a check payable to, The Park at Lost Mountain, as it is written on the coupon.
- 2. Mail the check with your payment coupon to:

The Park at Lost Mountain PO Box 105007 Atlanta, Georgia 30348

Important: Please do not mail to Fieldstone's physical address and please reference your homeowner account number, ABCXYZ on your check as it appears on the coupon.

- 2. Use your bank's on-line Bill Pay noting your HOA account number.
- 3. Set up a one-time or recurring payment using eCheck, our preferred option.
- 1. Visit www.fieldstonerp.com/dues
- 2. Choose the red "**Sign-In or Register**" button and login. If you are a new user, you will need to register by clicking "**Register Now**"
- 3. Select your association and follow the instructions on the screen
- 4. Your Account Number is: ABCXYZ

Important: Recurring payments will last for only a maximum of twelve months.

- 4. Make a one-time payment using Visa®, MasterCard®, American Express® or Discover®.
- 1. Visit www.fieldstonerp.com/dues
- 2. Click on the red "Pay as Guest" button
- 3. Select your association and follow the instructions on the screen
- 4. Your Account Number is: **ABCXYZ**

Important: A fee of \$14.95 will be assessed by the bank per transaction.