

**Allied Factory Lofts Condominium
Rules and Regulations
Revised June 2016**

Overview

Listed below are the Rules and Regulations for Allied Factory Lofts Condominium.

This is not a substitute for the Declaration of Condominium or Bylaws but rather an extension of those documents. Pursuant to Section 14 of the Declaration and Article V of the Bylaws, these rules and regulations are equally enforceable and have the same force and consequences as those contained in said condominium documents.

Exceptions

There will be occasions when exceptions to the rules may be necessary. Residents are to contact the management company to request exceptions, which will be addressed by the Board.

Penalties for Rule Violations

Unless otherwise noted below the penalty for a rule violation is:

First offense: A written warning from the management company

Second offense: \$75 fine, payable within 10 business days of receiving the fine notification, or \$25 per day for continuing violations.

Additional offenses: \$75 per offense (or \$25 per day for continuing violations), plus suspension of voting privileges and/or use of the Common Elements other than for ingress and egress, pursuant to Sections 9 and 10 of the Declaration and Article V of the Bylaws.

Specific Violations:

Short-Term Rental(s) are strictly prohibited. A penalty of \$500 per day will be enforced at first occurrence, payable within 10 business days of notification.

Common Area Violations: \$250 per day

Security Breach for issuing Codes or Keys to Unauthorized Individuals: Cost of re-coding security gates or re-keying doors.

Detailed Rules and Regulations

Modifications to Units

Any and all alterations to a unit (either architecturally or structurally) are to be presented to the Board for approval. Any interior alteration which will affect the visual impact of any Common Elements is to be approved by the Board. This includes but is not limited to letters (indicating the unit number), doors, doorknobs, glass block, windows, brickwork, steelwork, and paint. Please see Sections 12 and 13 of the Declaration.

Insurance

The Association shall maintain insurance as outlined Section 11 of the Declaration. All owners shall maintain, at all times, homeowners insurance covering those portion of his/her unit to the extent not insured by the Association.

Locks

Any changes of entry door locks or hardware must be approved by the Board and any new lock must be keyed to match to the building's master system. Owner is responsible for cost of re-keying locks to master system and providing copies of all keys to the management company. If an emergency occurs which requires entry into a unit and no key has been provided, the Board will authorize forceful entry into the unit at the expense of the owner, pursuant to Section 9(a) of the Declaration.

Keyless entry system

A fee of \$50 is required for any re-programming of the keyless entry system that requires engaging an outside contractor.

Storage

Storage is not allowed upon any Common Elements. Storage spaces are assigned to some units in the common storage area (see Exhibit C of the Declaration). No storage is allowed of any items in any unauthorized spaces such as parking spaces, hallways, stairwells, etc. Any items stored in violation will be marked by the management company and if not removed within 48 hours will be removed and stored or disposed of by the Board. Any costs associated with the removal and/or disposal of such items will be passed on the owner, in addition to any fines imposed for the violation.

Trash Disposal

All trash is to be bagged. All boxes and other acceptable oversized items that do not fit into the trash cans or recycling bins should not be put out until the night before trash pickup. All recycling, including glass, approved plastic, aluminum, tin, cardboard and paper should be deposited in appropriate blue bins. See Section 14(l) of the Declaration

Pets

Pets are conditionally allowed off leash, if closely attended, in Common Elements, including fenced/gated courtyards, back Common Element, roof deck and the dog run.

Note: The Board reserves the right to require any owner to keep an unruly pet leashed and under the physical control of a responsible party while in any Common Elements.

No pets may be left unattended in any common area including the dog run.

Pet waste must be cleaned up and removed immediately from any common area including the dog run. See Section 14(h) of the Declaration.

Parties

Excessive noise from parties is prohibited. For receptions or parties that will require use of the Common Elements (e.g. rear deck) the owner should request permission from the Board and notify all tenants. If any use of the Common Elements results in damage, any cost of repair will be charged to the owner who hosted the event. Owners are expected to comply with all City of Atlanta Noise Ordinances as described in Sec. 74-134. Specific prohibitions. Use of any loudspeakers, sound amplifiers or similar devices are prohibited between the hours of 10 PM and 7 AM on weekdays and between the hours of 10 PM and 10 AM on weekends and holidays.

Realtor or similar Sale / Purchase Inquiries and Requests for Condo Documents

Requests for information the Allied Factory Lofts Condominium Association or Units should be directed to the President of the Home Owners Association. For each instance requiring a digital copy of the "condo docs" or related documents, or for requests for forms completion related to the sale or purchase of Allied Units a fee of \$100 payable in advance will be required.

Moving

Move-ins and move-outs will be allowed from 8AM to 10PM Mon-Fri and 8 AM to 5 PM on Saturday and Sunday.

All moves must be scheduled with the property manager and a damage deposit of \$500 must be submitted in advance of any moving activity. Such deposit may be utilized at the Board's discretion to offset moving related damage, cleaning costs or wear and tear on the building, but shall not be unreasonably withheld. In addition a non-refundable \$100 fee will be charged to the homeowner for **both** move in and move out, to cover costs associated with; re-programming the keyless door entry system, preparing the building for moves and inspections.

Contractors

Contractors must be notified by the owner that in order to commence work within the condominium the contractor must abide by the following:

- a) contractor must have valid insurance
- b) contractor must be licensed to perform the work by the city, county and/or state, as applicable
- c) contractor's work must meet all code requirements of the City of Atlanta and Fulton County
- d) contractor must not disable any system used expressly for the safety of the building (e.g. fire detection devices)
- e) no loud construction noise before 8AM or after 6PM Mon-Fri
- f) no construction on weekends
- g) no construction from Dec. 16th – Jan 3rd
- h) no construction on Federal holidays except by permission of the Board
- i) use of any common areas by contractors is strictly prohibited
- j) contractors must clean all common areas of dust and debris and return to their original condition at the end of each day

Parking

No vehicle shall obstruct entrance gates. All owners have assigned designated parking in the secured lots on either side of the building (see Exhibit B of the Declaration). These lots are fenced and gated and are to remain locked at all times. The open lot across the front of the building is for visitor and guest (public) parking. Owners and residents wishing to use the visitor and guest parking for their own or their employee's vehicles shall be restricted to using only one parking space per unit, provided that two vehicles per unit may be parked in tandem in these cases. Abuses of this privilege will result in fines and possible towing. If towing is required it will be done at the expense of the owner.

Improperly parked or unauthorized vehicles may be towed at any time. Towing information is posted on the property. Towing and storage fees are at the discretion of the towing company.

Leasing

Leasing of the units is restricted as provided in the Declaration (see Section 15 of the Declaration). Owners wishing to lease their Units must first contact the Board to determine eligibility to lease. If a leasing or hardship permit is issued, the owner must provide the Declaration, Bylaws and all rules and regulations to tenant and submit a (pre-approved) signed lease agreement to the Board of Directors. Such lease agreement shall include a completed credit report and background check or other such documents as Board may require and would be typically required of any professional leasing agent. Tenants will be expected to abide by the same rules and regulations as the owners.

Tenant violations of rules and regulations may result in fines and other actions against the tenant and/or owner including eviction by the Association. If an owner leases an unit in violation of these rules or the Declaration or fails to resolve tenant violations as required by the Declaration, the Board of Directors may levy a minimum of fine of \$500 per day against the unit, exercise its authority under the declaration to evict the tenant at the owner's expense and/or require the owner to do so, in addition to all other remedies. Minimum Fine - \$500 per day.

Short term rentals (e.g., AirBNB, VRBO) are strictly prohibited and will result in a fine of \$500 per rented day levied against the owner. For the purposes of these Rules and Regulations, "short term rentals" shall be defined as any occupancy of an owner's property that does not require a lease agreement for which the owner receives compensation. In exceptional cases, the Board is authorized to grant an exception to this restriction provided the exception is sought in writing by the owner at least one week prior to the renting of his or her unit(s). The Board reserves the right to exercise its authority under the Declaration to evict the tenant and/or renter at the owner's expense.

Guests

For safety purposes, the Board must be provided the names of any individuals that will have access to the building in an owner's absence (e.g., house sitters, dog walkers, house cleaners, out-of-town guests, etc.). Any individual found on the premises without an owner present and without advance notice to the Board will be assumed to be trespassing and the proper authorities will be contacted.

Use Restrictions

Additional use restrictions are outlined in Section 14 of the Declaration. As stated therein, the units are primarily for residential purposes. Businesses may be conducted in the residential units only in strict compliance with the provisions as outlined in Section 14(a) of the Declaration.

As the units are intended primarily for residential purposes, except as outlined in the Declaration of Condominium documents, other uses or events that may constitute unnecessary stress on the common areas, or disruption to the normal living conditions of homeowners and residents require prior written consent of the Board and payment of fees for such activity. Examples would include on location use for photography, video, or movie shoots. Plans should be submitted in writing or via email to the Board for approval. A fee of \$1000 per day or 50% of the engagement fee whichever is greater has been established to cover such approved events. Regardless of the foregoing, any event, movie shoot or similar would have a maximum scope of two days or less, with a crew of no more than 20 people, and require prior Board approval.